

IOWA DEPARTMENT OF NATURAL RESOURCES  
**PROJECT MANUAL**



**HONEY CREEK STATE PARK**  
**RESTROOM BUILDING REPLACEMENT**  
**APPANOOSE COUNTY, IOWA**

**ATTENTION BIDDERS**

ALL SUBSTITUTION REQUESTS AND QUESTIONS MUST BE SUBMITTED PRIOR TO  
12:00PM THE FRIDAY PRIOR TO THE BID LETTING TO BE CONSIDERED.

*PREPARED BY*

**IOWA DEPARTMENT OF NATURAL RESOURCES  
ENGINEERING BUREAU  
502 E. 9<sup>TH</sup> STREET, WALLACE STATE OFFICE BUILDING  
DES MOINES, IOWA 50319-0034**

**PROJECT NO. 18-05-04-01**

Obtain complete sets of contract documents including Drawings, Specification, bid documents,  
bidders' list in electronic format at: [www.beelineandblue.com](http://www.beelineandblue.com)

HONEY CREEK STATE PARK  
RESTROOM BUILDING REPLACEMENT  
APPANOOSE COUNTY, IOWA  
PROJECT NO. 18-05-04-01

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HONEY CREEK STATE PARK  
RESTROOM BUILDING REPLACEMENT  
APPANOOSE COUNTY, IOWA  
PROJECT NO. 18-05-04-01

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## 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., DECEMBER 21, 2017** for the 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).

**Note:** The United States Postal Service (USPS) does not deliver mail or packages directly to the address provided above but rather to the Capitol Complex Mail Room. Extra time should be allotted for proposals sent by the USPS. The Iowa Department of Natural Resources shall not consider bids if they are not received by the Department of Natural Resources, either at its mail room or at its Fourth Floor Reception Desk, by the time and date described in this Notice to Bidders, regardless of whether the bid was mailed prior to that time and date or whether the bid was received at the Capitol Complex Mail Room or other state government location prior to that time and date.

Project documents, including drawings, specifications, proposal forms and addenda items for the project are available at Beeline and Blue, at 2507 Ingersoll Ave., Des Moines, Iowa 50312. Please visit [www.beelineandblue.com](http://www.beelineandblue.com) or contact (515) 244-1611 for more information. Alternatively, Bid Documents can be viewed or printed online at <https://programs.iowadnr.gov/engreal/projectlist.asp>

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.

## **SPECIAL NOTICE TO CONTRACTORS**

**CONTRACTOR IS RESPONSIBLE FOR CONTACTING STATE STORMWATER PROGRAM COORDINATOR (515/725-8417) FOR INFORMATION RELATING TO STORM WATER PERMIT THAT IS NECESSARY IF CONSTRUCTION ACTIVITIES DISTURB ONE ACRE OR MORE.**

**Engineering Estimate:** \$315,600.00

**Funding Source:** Boat Access Grant

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

Ryan Richey  
502 E 9<sup>th</sup> Street  
Des Moines, IA 50319  
Ph: 515-979-0107

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

Jason Kruse  
District 5 Inspector  
Indianola, IA  
Ph: 515-250-3707

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

Kim Bohlen, DNR Procurement  
Wallace State Office Building  
Des Moines, Iowa 50319-0034  
Telephone: 515/725-0733

**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.***

**Recorded bid results can be accessed at <https://programs.iowadnr.gov/engreal/projectlist.asp>. Printed bid tabs will not be available for 3 working days after the Letting date.**

Project Description and Location

**HONEY CREEK STATE PARK  
RESTROOM BUILDING REPLACEMENT  
APPANOOSE 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 |
|------------------------------|---|--|----------------------------|
| \$16,000.00                  | 6/29/2018   | N/A  | \$300.00                   |

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

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

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

\_\_\_\_\_  
(FID/EIN/SSN)

\_\_\_\_\_  
(Phone Number) \_\_\_\_\_  
(Fax Number)

\_\_\_\_\_  
(Email Address)

By signing and submitting the proposal, the bidder:

1. Gives an unsworn declaration on behalf of each person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, and is not under debarment currently by the Federal government for a criminal violation which is reasonably related to bidding and contracting procedures; and
2. Affirms to have examined the plans, specifications, and job site to become acquainted with the adjacent areas, means of approach to the site, conditions of the actual job site, and the facilities for delivering, storing, placing, and handling of materials and equipment.

**SCHEDULE OF PRICES**

Project Description and Location

**HONEY CREEK STATE PARK  
RESTROOM BUILDING REPLACEMENT  
APPANOOSE COUNTY, IOWA  
PROJECT NO. 18-05-04-01**

Name of Bidder

**THE "UNIT PRICE" AND "AMOUNT" COLUMNS MUST BE FILLED IN FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE. IF THERE IS A DISCREPANCY BETWEEN UNIT BID PRICES, EXTENSIONS, OR TOTAL AMOUNTS OF BID, THE UNIT PRICES SHALL GOVERN.**

| Item No. | Description                                     | Estimated Quantity | Unit Price | Amount |
|----------|---|--------------------|------------|--------|
| 1        | DEMOLITION                                      | LS                 |            |        |
| 2        | GRADING   | LS                 |            |        |
| 3        | SEEDING, FERTILIZING AND MULCHING               | LS                 |            |        |
| 4        | 4" SCHEDULE 40 PVC SANITARY SEWER AND CLEANOUTS | LS                 |            |        |
| 5        | 6" REINFORCED PCC SIDEWALK & GRANULAR SUBBASE   | 2,500 SF           |            |        |
| 6        | WATER SERVICE                                   | LS                 |            |        |
| 7        | ELECTRICAL SERVICE                              | LS                 |            |        |
| 8        | NEENAH CAST IRON DETECTION PANELS               | LS                 |            |        |
| 9        | IOWA STANDARD PRECAST 6-HOLE CONCRETE RESTROOM  | 1 EA               |            |        |
| 10       | 6" REINFORCED PCC PARKING AREA                  | 650 SF             |            |        |
| 11       | ADA SIGNAGE & PAINT STRIPPING                   | LS                 |            |        |
| 12       | MOBILIZATION                                    | LS                 |            |        |
|          |   | <b>TOTAL</b>       |            |        |

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





United State Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
EPA Form 5700-49 (11-83)**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agencies.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I Understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Type Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

? I am unable to certify to the above statements. My explanation is attached.

**Instructions**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILIY MATTERS

00310-1

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, of a sub agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

#### **Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification of explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

#### **How To Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40) CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractors, who, in turn may reproduce and provide them to prospective subcontractors.

#### **Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
U.S. Environmental Protection Agency  
401 M Street, SW  
Washington, DC 20460  
(Telephone: 202/475-8025)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

00310-2

11/16/17

**EPA Region VII Procedures for Implementation  
of 40 CFR Part 33.240**

( Minority Business Enterprise/Women's Business Enterprise)

The following information must be contained in solicitation documents for construction contracts and engineering agreements pursuant to 40 CFR Part 33.240)

Each bidder/offeror must fully comply with the requirements, terms, and conditions of EPA's policy to award a fair share of sub agreements to minority and women's businesses. The bidder/offeror commits itself to taking affirmative steps contained herein. Bidders/offerors will take affirmative steps prior to submission of bid/proposal.

Affirmative Steps

- A. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
- B. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
  - 1. Sending letters or making other personal contacts with MBEs and WBEs, (e. g. those whose name appear on lists prepared by EPA or the grantee and other MBE/WBEs known to the bidder/offeror.) MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - a. Specific description of the work to be subcontracted;
    - b. How and where to obtain a copy of the drawings and specifications or other detailed information needed to prepare a detailed price quotation;
    - c. Date the quotation is due to the bidder/offeror;
    - d. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  - 2. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
- C. Where feasible, establishing delivery schedules which will encourage participation by MBE and WBEs.

## Determination of Compliance

It is to be noted that bidders/offerors must demonstrate compliance with MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBE/WBEs expected to perform the work;
2. Work to be performed by MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies and associations which serve MBE/WBEs, including names of organizations, agencies and associations and dates of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i. e. equipment or material supplier, excavator, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

All bidders/offerors should complete the Minority and Women's Business Enterprise Utilization Worksheet and submit to the grantee prior to contract award.

(Grantee may establish alternative methods of compliance equivalent to or more stringent than the above.)

**MINORITY, WOMEN'S AND SMALL RURAL BUSINESS ENTERPRISE WORKSHEET**

Grant Applicant \_\_\_\_\_  
Project No. \_\_\_\_\_  
Contractor/Engineer \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Contract \_\_\_\_\_ MBE Percentage \_\_\_\_\_ WBE Percentage \_\_\_\_\_

1. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. MBE \_\_\_\_\_ Subcontractor \_\_\_\_\_  
WBE \_\_\_\_\_ Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Amount of Subcontract \_\_\_\_\_  
Scope of Work \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments \_\_\_\_\_  
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\_\_\_\_\_  
Prepared By Telephone No. Date

**GUIDANCE FOR MINORITY BUSINESS ENTERPRISE  
AND WOMEN'S BUSINESS ENTERPRISE REQUIREMENT  
OF 40 CFR 31.36(e)**

**I. PURPOSE**

This guidance is to assist States, EPA assistance recipients, prime contractors, consultants, minority business owners and women's business owners in complying with EPA's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) requirements in the Agency's procurement regulations, 40 CFR Part 31. This guidance provides suggestions for carrying out the affirmative steps included in EPA procurement regulations. Also included is a description of activities to be undertaken by EPA or delegated States, as well as suggestions for MBE/WBEs to take in pursuing opportunities for work in EPA-funded projects.

**II. DEFINITIONS**

- A. Minority Business Enterprise (MBE): A minority business enterprise is a business which is
1. certified as socially and economically disadvantaged by the Small Business Administration;
  2. certified as a minority business enterprise by a State or Federal agency; or
  3. an independent business concern which is at least 51 percent owned and controlled (as defined below) by minority group member(s). A minority group member is an individual who is a citizen of the United States and one of the following:
    - a. Black American
    - b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
    - c. Native American (American Indian, Eskimo, Aleut, native Hawaiian)
    - d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian Subcontinent)
- B. Women's Business Enterprise (WBE): A women's business enterprise is a business which is certified as such by a State or Federal agency, or which meets the following definition:

A women's business enterprise enterprise is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is a least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man

and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

C. Ownership and Control:

1. The minority of women's ownership's interest in the firm must be real, substantial and continuing. Such interest may include:
  - a. risk of loss/share of profit commensurate with the proportional ownership; and
  - b. receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
2. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
  - a. authority to sign contacts;
  - b. making decisions in price negotiations;
  - c. incurring liabilities for the firm;
  - d. making final staffing decisions;
  - e. policy-making; and
  - f. making general company management decisions.
3. Only those firms performing a useful business function according to custom and practice in the industry are qualified as MBEs or WBEs. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project the project does not constitute a "useful business function according to custom and practice in the industry."

D. Recipient: A party receiving federal financial assistance under an EPA program pursuant to a grant or cooperative agreement.

E. Project: The scope of work from which a cooperative agreement, grant or grant amendment is awarded.

H. Bidder: A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

I. Offeror: A party seeking to obtain a contract with a recipient through a negotiated procurement process.



#### IV. RESPONSIBILITIES

##### A. Headquarters.

1. The office in charge of the assistance program (program office) has primary responsibility for implementation of the MBE/WBE program, in cooperation with the Office of Small and Disadvantaged Business Utilization (OSDBU).
2. OSDBU is responsible for serving as the Agency focal point for inquiries on the MBE/WBE program, providing explanation of the program and guidance to MBEs and WBEs interested in working on EPA funded projects.

##### B. Regional Responsibilities.

1. Provide guidance and advice to recipients as requested.
2. Maintain lists of those MBE and WBE firms which have participated in EPA funded projects. The Region may also add MBEs and WBEs requesting to be included on source lists. Such lists are for information purposes only, and shall carry a clear and prominent statement that the firms listed are neither endorsed nor guaranteed by EPA as bona fide MBE/WBEs. It is not necessary to be on any list in order to qualify as a bona fide MBE/WBE.
3. Monitor recipients for compliance with MBE/WBE requirements and for determining levels of MBE/WBE participation.

#### V. RECIPIENT RESPONSIBILITIES

A. The recipient shall take affirmative steps to contract with MBEs and WBEs and ensure that its contractors and consultants take affirmative steps to contract with MBEs and WBEs during all phases of work funded or to be funded under an EPA assistance agreement. The recipient's affirmative steps as defined in EPA procurement regulations are the following:

1. When feasible, dividing the total work to be contracted into smaller tasks in the solicitation documents to permit maximum MBE/WBE participation.
2. Placing qualified MBEs and WBEs on solicitation lists of EPA Regional Offices and appropriate minority/women's business associations and agencies.
3. Assuring that MBEs and WBEs are solicited whenever they are potential sources of service and supplies, for example, by:
  - a. Holding pre-bid conferences, with interested MBEs and WBEs in attendance when possible, to highlight the requirements of this program to prospective bidders;
  - b. Including this MBE/WBE interim guidance in requests for proposals (RFP) and invitations for bid (IFB);

- c. Publishing announcements of MBE/WBE opportunities for work on EPA funded projects;
  - d. Developing a source list of MBE/WBEs and providing its list to prospective bidders/offerors;
    - 1. The recipient may wish to engage a MBE/WBE liaison to compile the list.
    - 2. The recipient may wish to use available lists such as those of the EPA Regional Office, adjacent municipalities, appropriate minority/women associations. Names of these agencies with address and phone number should also be included on the recipient's source list.
  - e. Providing necessary and appropriate liaison services between MBE/ WBEs and prospective bidders/offerors. (Liaison service should not be delegated to consultants where a potential for conflict of interest exists.)
- 4. When project requirements permit, establishing delivery schedules which encourage participation of MBE/WBEs.
  - 5. Using the services and assistance of the Small Business Administration (SBA), the Minority Business Development Agency (MBDA), and other federal, State and local agencies when appropriate.
- B. Unless otherwise provided in the specifications, compliance with the MBE/WBE requirement in the regulations is a matter of bidder/offeror responsibility.
  - C. The recipient is responsible for monitoring work in progress to ensure that MBE and WBE subcontractors and joint venturers are actually participating in the performance of the subcontract or joint venture contract and to insure that the consultant/contractor is fulfilling its obligations with respect to MBE/WBE requirements under the contract.
  - D. As part of the documentation required under 40 CFR 31.36(b)(9), the recipient shall maintain and update records of MBE/WBE participation and supply data to the delegated State when requested. Such records may include:
    - 1. Name of MBE/WBEs being utilized;
    - 2. Work designated to be performed by MBE/WBE;
    - 3. Dollar value of that work;
    - 4. Portion of project being performed by MBEs and WBEs.

## **VI. BIDDER AND OFFEROR RESPONSIBILITIES**

- A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerors shall take affirmative steps in compliance with the regulations, prior to submission of bids or

closing date for receipt of initial offers, to encourage participation in projects by MBEs and WBEs. Such efforts include:

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
  2. Assuring the MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
    - a. Sending letters or making other personal contacts with MBEs and WBEs, (e.g. those whose names appear on lists prepared by EPA or the recipient and other MBE/WBEs known to the bidder/offeree). MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
      1. Specific description of the work to be subcontracted;
      2. How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
      3. Date the quotation is due the bidder/offeree;
      4. Name, address, and phone number of the person in the bidder/offeree's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
    - b. Sending letters or making other personal contacts with local, State, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE/WBE firms.
  3. Where feasible, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- B. Bidders/offerees must demonstrate compliance with the MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance may include the following information, however the recipient may specify other methods of demonstrating compliance:
1. Names, addresses and phone numbers of MBE/WBEs expected to perform work.
  2. Work to be performed by the MBEs and WBEs.
  3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately.
  4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBEs/WBEs, including names of organizations, agencies and associations and dates of contact.

5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport serviced, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerors should take reasonable affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

## **VII. MBE AND WBE RESPONSIBILITIES**

MBEs and WBEs are responsible for promoting themselves and taking the initiative to obtain contracts and subcontracts, and for encouraging joint venture arrangements. MBEs/WBEs interested in working on EPA funded projects are strongly encouraged to take the following steps:

- A. Submit information to the recipients to identify status as a MBE/WBE.
- B. Become certified as MBE/WBE under available State or federal agency procedures.
- C. Contact federal, State, and local MBE/WBE liaison offices to obtain information on potential jobs.
- D. Provide capability statements to State agencies, recipients, consulting engineers, and contractors, stating type(s) of work performed by the firm, size of job that the firm can handle, bonding information, and any special skills.
- E. Make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
- F. Contact EPA Regional offices or appropriate State offices to obtain information on planned EPA funded projects.
- G. Respond promptly to solicitation requests.

## **VIII. REMEDIES FOR NONCOMPLIANCE**

- A. Protests. A bidder/offeror for EPA funded work or MBE/WBE with an adversely affected direct financial interest may file a bid protest with the recipient pursuant to EPA procurement regulations 40 CFR 31.36(b)(12). These procedures are available to protest alleged violation of federal MBE/WBE requirements and may not be used to enforce local or State MBE/WBE requirements.
- B. Upon a finding by EPA that a recipient, bidder/offeror, consultant, contractor or subcontractor has not complied with the MBE/WBE requirements of EPA regulations, EPA may invoke any and all sanctions and remedies specified in EPA regulations.

## **IX. STATE OR LOCAL LAW**

Nothing in this program prevents a State or recipient from applying more stringent MBE/WBE requirements or procurement obligations which pertain to bid responsiveness or percentage of MBE and WBE participation.

**U.S. ENVIRONMENTAL PROTECTION AGENCY  
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts, subcontracts, and agreements with the applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967 order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

---

Signature

Date

---

Name and Title of Signer (Please Type)

NOTE:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EPA-7 5720-4.2 (6/2/77)

Recipient Certification - Anti-Lobbying Act of 1990

**U.S. Department of the Interior  
Certification Regarding Lobbying**

---

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)*

Certification for Contracts, Grants, Loans, and Agreements

---

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to person for influencing or attempting to influence an officer or employee of any agency, a Member Congress, and officer or employee of Congress, or an employee of a Member of Congress in with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U .S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## **Instructions for Certification**

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: ( 1 ) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of(1) a Federal contract, grant, or cooperative agreement exceeding \$100,000; or (2) a loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or, (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) above. That Person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31. U .S. Code.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subwardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subwardee (e.g., the first subwardee of the prime is the first tier). Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in Item 4 checks "Subwardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes (e.g., "RFP-DE-90-001").
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify name.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is/are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection at of intermission is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, (0348-0045), Washington, D.C. 20503

(See reverse for public burden disclosure)

|   |   |  |
|---|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. Bid/Offer/Application<br><input type="checkbox"/> b. Initial Award<br><input type="checkbox"/> c. Post-award   | <b>3. Report Type:</b><br><input type="checkbox"/> a. Initial/Filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known<br><br>Congressional District, if known   | <b>5. If Reporting Entity in No. 4 is Subawardee, enter name and Address of Prime:</b><br><br>Congressional District, if known  |  |
| <b>6. Federal Department/Agency:</b>  | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable _____   |  |
| <b>8. Federal Action Number, if known:</b>  | <b>9. Award Amount, if known:</b><br>\$ _____   |  |
| <b>10. a. Name and Address of Lobbying Entity:</b><br>(if individual, last name, first name, MI)<br><br>(Attach Continuation Sheet(s))  | <b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI)<br><br>SF-LLL-A if Necessary  |  |
| <b>11. Amount of Payment</b> (check all that apply):<br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned   | <b>13. Type of Payment</b> (check all that apply):<br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |  |
| <b>12. Form of Payment</b> (check all that apply):<br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>value _____   |   |  |
| <b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in item 11:</b><br><br>(Attach Continuation Sheet(s) SF-LLL-A if Necessary)   |   |  |
| <b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No  |   |  |
| <b>16:</b> The information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which evidence was placed by the above when this transaction was made or started into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person which fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | <b>Signature</b><br>: _____<br><b>Print Name:</b> _____<br>_____<br><b>Title:</b>   | <b>Authorized for local reproduction<br/>Standard Form-LLL</b>   |
| <b>For Federal Use Only:</b>  |   |  |

Telephone No.: \_\_\_\_\_ Date: \_\_\_\_\_

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved By OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for local reproduction  
Standard Form LLL-A

**NONDISCRIMINATION IN EMPLOYMENT**  
(Instructions for Bidders)

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$ 10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

(7/75)

**PROPOSAL GUARANTEE 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 is herewith submitting to the state of Iowa,  
acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, its sealed proposal for  
a contract for the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at \_\_\_\_\_ in \_\_\_\_\_ County, Iowa.

NOW THEREFORE,  
the conditions of this obligation are such that, if said proposal is rejected by the DEPARTMENT, or if said proposal is accepted by the  
DEPARTMENT and the PRINCIPAL shall enter into a contract in the form specified by the DEPARTMENT in accordance with the  
terms of the proposal and shall furnish a bond for the faithful performance of said contract in the form specified by the  
DEPARTMENT, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

In the event that the said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall fail to enter into the contract as  
defined herein or shall fail to furnish the performance bond as noted above within thirty (30) days of the approval of the award, the  
PRINCIPAL and SURETY(S) agree to forfeit to the DEPARTMENT the penal sum herein mentioned, it being understood that the  
liability of the SURETY(S) shall in no event exceed the penal sum of this obligation.

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.

PGB-1

HONEY CREEK STATE PARK  
RESTROOM BUILDING REPLACEMENT  
APPANOOSE COUNTY, IOWA  
PROJECT NO. 18-05-04-01

**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:

CONTRACTOR SHALL DEMOLISH, IN THEIR ENTIRETY, FOUR (4) SEPARATE BUILDINGS, INCLUDING FOUNDATIONS, SHOWN ON PLANS. PRIOR TO DEMOLITION, THE CONTRACTOR SHALL CUT AND CAP ALL UTILITIES, ELECTRIC, WATER AND SEWER, PROTECT FOR FUTURE USE. CONTRACTOR SHALL THEN GRADE FOR AND INSTALL A NEW HUFFCUTT RESTROOM AS SPECIFIED, ONE (1) 6-HOLE RESTROOM. ALSO INCLUDED IN THIS CONTRACT THE CONTRACTOR SHALL INSTALL NEW ADA PARKING AREAS AND SIDEWALKS AS SHOWN. CONTRACTOR SHALL RUN AND INSTALL UTILITIES, ELECTRIC, WATER AND SEWER AND ABIDE BY ALL CODES AND REGULATIONS. CONTRACTOR SHALL THEN RESEED AND RESTORE THE DISTURBED CONSTRUCTION AREA.

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. IDNR Standard Specifications and Current Supplemental Specifications
4. Project Specifications Including Addenda Number
5. Drawings, Sheet Number           A-001           Through           A-102           Inclusive
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to IDNR Standard Specifications
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 of the IDNR Standard Specifications and to complete all the work by

JUNE 29, 2018

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of           THREE-           Dollars \$           \$300.00            
          HUNDRED          

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:**

\_\_\_\_\_  
Deputy Director

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

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

**FOR THE CONTRACTOR:**

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

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

\_\_\_\_\_  
(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 PRINCIPAL 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

**IOWA DEPARTMENT OF NATURAL RESOURCES  
GENERAL COVENANTS AND PROVISIONS  
SECTION NO. 00700  
JANUARY 1993 (Revised 11/06/12)**

This section consists of the general provisions applying to all types of construction and maintenance as set forth in the following sections

- Part 1100. Definitions
- Part 1101. Instructions to Bidders
- Part 1102. Bidder Qualifications
- Part 1103. Award and Execution of Contract
- Part 1104. Scope of Work
- Part 1105. Control of Work
- Part 1106. Control of Materials
- Part 1107. Legal Relations and Responsibilities to the Public
- Part 1108. Prosecution and Progress
- Part 1109. Measurement and Payment

**PART 1100. DEFINITIONS**

**1100.01 GENERAL**

- A. Whenever in these specifications or in other contract documents, the following definitions, or terms or both, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
- B. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."
- C. The titles or headings of the sections and articles herein, or referred to on the plans, are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.
- D. Working titles and pronouns used for any person referred to in these specifications may be used with a masculine gender for the sake of brevity and are intended to refer to persons of either sex.

**1100.02 DEFINITIONS OF ABBREVIATIONS**

- A. Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented.

AAN - American Association of Nurserymen  
AAR - Association of American Railroads  
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials  
ACI - American Concrete Institute  
AIA - American Institute of Architects  
ANSI - American National Standards Institute  
APWA - American Public Works Association  
ARA - American Railway Association  
AREA - American Railway Engineering Association  
ASCE - American Society of Civil Engineers  
ASLA - American Society of Landscape Architects  
ASTM - American Society of Testing and Materials  
AWPA - American Wood Preservers Association  
AWS - American Welding Society

AWWA - American Water Works Association  
CFR - Code of Federal Regulations  
DNR - Iowa Department of Natural Resources  
DOT - Iowa Department of Transportation  
EEI - Edison Electric Institute  
EPA - Environmental Protection Agency  
FHWA - Federal Highway Administration  
FSS - Federal Specifications and Standards  
IEES - Institute of Electrical and Electronics Engineers  
IES - Illuminating Engineering Society  
ICEA (or IPCEA) - Insulated Cable Engineers Association  
MUTCD - Manual on Uniform Traffic Control Devices  
NEC - National Electrical Code  
NECA - National Electrical Contractors Association  
NEMA - National Electrical Manufacturers Association  
NFPA - National Fire Protection Association  
NRC - Natural Resource Commission  
SBC - State Building Code  
UBC - Uniform Building Code  
UL - Underwriters Laboratories, Incorporated  
UMC - Uniform Mechanical Code  
UPC - Uniform Plumbing Code  
US - United States  
USC - United State Code

B. Abbreviations may be used for materials and classes of work:

AC - Asphalt cement  
ACC - Asphalt cement concrete  
ATB - Asphalt treated base  
BSC - Bituminous seal coat  
BTA - Bituminous treated aggregate  
CTG - Cement treated granular  
PCC - Portland cement concrete  
SAS - Soil-aggregate subbase  
SLS - Soil-lime subbase

### 1100.03 DEFINITIONS OF TERMS

1. Acceptable Work - Work in reasonably close conformance with the contract requirements.
2. Addendum or Addenda - Changes, revisions, or clarifications of the specifications of contract documents which have been issued to prospective bidders, prior to the time of receiving bids.
3. Advertisement - The public announcements, publications, or solicitations as required by the Contracting Authority, inviting bids for work to be performed.
4. Approval of Award - The acceptance by the Contracting Authority of a bid.
5. Approximate Starting Date - A calendar day shown on the proposal on which it is anticipated, at the time of the letting, that conditions will be such as to permit the Contractor to commence work.
6. Assignment of Contract - The written agreement whereby the Contractor sells, assigns, or transfers his rights in the contract to any person, firm, or corporation.
7. Award - The execution of the contract.
8. Bidder - An individual, firm, corporation, or joint venture submitting a bid for the advertised work.
9. Calendar Day - Every day shown on the calendar.

10. Change Order - A written order to the Contractor, signed by the Engineer, ordering a change which has been found necessary in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contractor constitute authorized modifications of the contract.
11. Channel - A natural or artificial water course.
12. Chief Engineer - An engineer appointed by the Iowa Department of Natural Resources as the head of the Construction Service Bureau.
13. Classes of Work - The divisions made for the purpose of measuring and paying for labor to be performed or materials to be furnished according to the methods of construction involved, as indicated by the items for which bids have been received for each specific contract.
14. Commencement of Work - Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents and which require inspection, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available at the site, but his operations are prevented by weather or soil conditions.
15. Commission - The state Natural Resources Commission as constituted under the laws of the state of Iowa (which is the party of the first part in the contract, let in behalf of the State, of which these specifications are a part).
16. Commissioner - A member of the state Natural Resources Commission.
17. Contract (Also Contract Document) - The written agreement between the Contracting Authority and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The contract includes the notice to bidders, proposal, contract form, and contract bonds specifications, supplemental specifications, special provisions, all items covered on the table of contents, plans, notice to proceed, and any change orders and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.
18. Contract Item (Pay Item) - A specifically described unit of work for which a price is provided in the contract.
19. Contract Period (Also Contract Time) - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions. In case a calendar date of completion is shown in the proposal, in lieu of or in addition to the working days, the contract shall be completed by that date.
20. Contract Sum - The aggregate sum obtained by totaling the amounts arrived at by multiplying the number of units of each class of work, as shown in the contracts by the unit price specified in the contract for that class of work.
21. Contracting Authority - The governmental body, board, commission, or officer having authority to award a contract.
22. Contractor - The individual, firm, corporation, or joint venture contracting with the Contracting Authority for performance of prescribed work.
23. Contractor Registration - The registration number issued by the Division of Labor Service, in accordance with Chapter 91C of the Code of Iowa.
24. Deficient Work - Work not in reasonably close conformance with the contract requirements, or otherwise inferior, but in the opinion of the Engineer, reasonably acceptable for its intended use and allowed to remain in place.
25. Department of Economic Development - As defined in Chapter 15, Code of Iowa.
26. Department of Labor Services - As defined in Chapter 91, Code of Iowa.

27. Department of Natural Resources (Department)- The Department of Natural Resources, as defined in Chapter 455A, Code of Iowa.
28. Department of Revenue and Finance - As defined in Chapter 421, Code of Iowa.
29. Department of Transportation -The Department of Transportation, as defined in Chapter 307, Code of Iowa.
30. Director - The duly appointed executive officer for the Department of Natural Resources.
31. Drainage Ditch -An artificially constructed, open depression, other than a road ditch, which is constructed for the purpose of carrying surface water runoff .
32. Drawings (or Plans) - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, including modifications, altered plan, revisions, and amendments, which show the locations characters dimensions, and details of the work to be done.
33. Employee - Any person working on the project, mentioned in the contract of which these specifications are a party, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.
34. Engineer - The Chief Engineer, or other Engineer of the Contracting Authority, acting directly or through a duly authorized representative, such representative acting within the scope of the particular duties assigned, or of the authority given.
35. Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.
36. Extra Work - Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in the surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.
37. Extra Work Order - A change order concerning the performance of work or furnishing of materials involving additional work. Such additional work may be performed at agreed prices, or on a force-account basis, as provided elsewhere in these contract documents.
38. Independent Contractor - Any persons firms or corporation who contracts with the Contractor to perform a service for which the basis of payment is in terms of units of service rather than salary or wages.
39. Inspector - An employee of the Contracting Authority and who is the authorized representative of the Engineer, assigned to make detailed inspections of any or all portions of the work, or materials included in the work.
40. Instruction to Bidders - The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of proposals.
41. Invitation for Bids - See Notice to Bidders.
42. Item -See Contract Item.
43. Joint Venture - Two or more individuals, firms or corporations combining any equipment, personnel or finances for the purpose of submitting a single bid.
44. Laboratory - The testing laboratory of the Contracting Authority, or any other testing laboratory which may be designated or approved by the Engineer.
45. Lands Acquired for the Work - The land area, reserved or secured by the Contracting Authority, upon which to construct the work, or where to obtain material therefrom.

46. Major Item of Work - Any contract item (Pay item) for which the original contract amount plus authorized additions is more than 10% of the total original contract sum or \$50,000 whichever is less.
47. Materials - Any substances specified for use in the construction of the project and its appurtenances.
48. Notice to Bidders - That portion of the contract documents, prepared and furnished by the Contracting Authority for the information of bidders submitting proposals, which notice specifies provisions, requirements, and instructions pertaining to the method, manner, and time of submitting bids.
49. Notice to Proceed - Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.
50. Official Publications - The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have been published in accordance with the statutes relating to them. Official publications area by statutes vested with all of the force and effect of contract obligations.
51. Owner - The state of Iowa, acting through the Iowa Department of Natural Resources as constituted under the laws of the state of Iowa.
52. Performance Bond - The bond executed by the Contractor and its surety in favor of the owner, guaranteeing the faithful performance of the contract and the payment of all debts pertaining to the work.
53. Plans (or Drawings) - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, including modifications, altered plan, revisions, and amendments, which show the locations characters dimensions, and details of the work to be done.
54. Project - One or more correlated improvements which constitute the complete improvement of a designated park, recreational reserve, state monument, lake, reserve, game area, fish hatchery, parkway, or other area under jurisdiction of the Department of Natural Resources.
55. Project Engineer - The representative of the Department of Natural Resources, regardless of actual title, directly in charge of the work.
56. Proposal - The formal offer of a bidders on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
57. Proposal Form - The approved form on which the Contracting Authority requires formal bids to be prepared and submitted for the work.
58. Proposal Guarantee - The security furnished by the bidder with his/her proposal for a projects as guarantee he/she will execute the contract for the work if the proposal is accepted.
59. Reasonably Close Conformity - Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such working tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances, as reasonably close conformity, where they will not materially affect value or utility of the work and the interest of the State.
60. Right-of-Way - The land area, the right to possession of which is secured or reserved by the Contracting Authority for road purposes.
61. Road - A general term denoting a public way for vehicular travel, including the entire area within the right-of-way.
62. Shop drawings - See "working drawings".
63. Special Provisions - Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project, method and manner.

64. Specifications - The requirements contained herein and in any supplemental specifications, or special provisions applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract.
65. Specified Completion Date - The date specified in the proposal for completion of the work. After work has commenced or if the completion date is not specified, the last day of the contract period shall be the completion date.
66. Specified Starting Date - A calendar day shown on the proposal on which date commencement of the work is expected.
67. State - The State of Iowa acting through its authorized representative.
68. Station - One hundred lineal feet.
69. Subcontractor - Any individual, firm, or corporation to whom the Contractor, with the written consent of the Contracting Authority, sublets any part of the contract.
70. Superintendent - The Contractor's authorized representative in responsible charge of the work.
71. Supplemental Agreement - Written agreement between the Contractor and the Contracting Authority, modifying the original contract.
72. Surety - The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.
73. Targeted Small Business - Any enterprise, located in the state of Iowa, which is operated for profits under a single management, and which is 51 percent owned, operated, and actively managed by one or more women or minority persons, and has been certified by the Iowa Department of Economic Development.
74. Unacceptable Work - Work not in reasonably close conformance with the contract requirements and ordered to be removed and replaced.
75. Unauthorized Work - Work neither contemplated by the contract documents nor authorized by the Engineer, and work done contrary to the instructions of the Engineer.
76. Work - Work shall mean the furnishing of all labor, materials, equipment, and other incidentals, as detailed in the plans, specifications, and by the Engineer, necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.
77. Work Order - A written order, signed by the Engineer, of contractual status, requiring performance by the Contractor without negotiation of any sort, and which may involve starting, resuming, or the suspension of work. (Not to be confused with extra work order. )
78. Working Day - Prior to commencement of work, beginning on the date designated in the notice to proceed or beginning on the specified starting date, or as soon thereafter as provided in the specifications, a day other than Saturday, Sunday, or another recognized legal holiday. Any weekdays exclusive of Saturdays, Sundays, or a recognized legal holidays on which weather or other conditions not under control of the Contractor, will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work. If such conditions permit operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, 1/2 of a working day will be counted. The days counted will exclude Saturdays, Sundays, and recognized legal holidays the Contractor does not work, but will include Saturdays, Sundays, and recognized legal holidays the Contractor does work. Nonproductive work that does not require inspection may be done on Saturdays with no time charged. Working days will not be charged for the day before or after a holiday when the contract documents specifically prohibit work and the Contractor does not work. Working days will not be counted during periods of suspension of work ordered by the Engineer, except when the suspension is a result of a violation of terms of the contract.



79. Working Drawings - Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval. Also referred to as "shop drawings". After approval by the Engineer the working drawings became a part of the plans.

## **PART 1101. INSTRUCTIONS TO BIDDERS**

### **1101.01 GENERAL**

- A. These instructions are intended to serve as a guide to the requirements with which the bidder must comply prior to and in submitting a proposal, including various "conditions" affecting the award of the contract. They do not in themselves inform the bidder of all the requirements that must be complied with under the contract.
- B. The time for bid openings shall be the prevailing Central Standard or Daylight Savings time in force at Des Moines, Iowa on the date set forth in the Notice to Bidders.
- C. Before submitting a bid, the bidder shall examine all the drawings and specifications enumerated in the table of contents of this project manual. The successful bidder will be required to do all the work that is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete this contract.
- D. The bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, conditions of the actual job site, and the facilities for delivering, storing, placing, and handling of materials and equipment.
- E. Failure to visit the site or failure to examine any and all contract documents will not relieve the successful bidder from the necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work, in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for delay in the work or additional compensation.

### **1101.02 DRAWINGS AND SPECIFICATIONS**

- A. The drawing and specifications, which are part of this contract, are enumerated in the table of contents of this project manual.
- B. It is the responsibility of the bidder to examine the plans, proposal form, specifications, supplemental specifications, special provisions, the site of the works and the state of the work of other contractors on the project to assure that all requirements of the contract and the plans are fully understood. It is the bidder's responsibility to satisfy herself/himself as to the nature of the work and all reasonably ascertainable conditions that may affect his/her performance under the contract.

### **1101.03 INTERPRETATION**

- A. Nonverbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring all inadequacies, omissions, or conflicts to the Engineer's attention, at least ten days before the date set for the bidding. Prompt clarification will be supplied to all bidders of record by addendum.
- B. Neither the Department of Natural Resources nor the Engineer will be responsible for verbal instructions.
- C. Failure to request clarification or interpretation of the drawings and specifications will not relieve the successful bidder of responsibility. Signing of the contract will be considered as an implicit indication that the Contractor has thorough understanding of the scope of the work and comprehension of the contract documents.

#### 1101.04 CONTENTS OF PROPOSAL FORMS

- A. Bidders will be furnished with proposal forms stating the location and description of the proposed work, the approximate quantities of work to be performed or materials to be furnished, the form and amount of the required proposal guarantee, and the contract period.
- B. The statement, "By virtue of statutory authority, preference will be given to products, provisions grown and coal produced within the state of Iowa where applicable," which is on the face of the proposal form shall not be applicable to contracts involving Federal-aid participation in construction.
- C. The following bidding and letting regulations shall apply to all construction projects for which the Department receives bids.
  - 1. Contracts will be recommended for approval for award on the basis of the greatest total savings in the public interest. The determination of which projects are to be awarded will be based on the approval by the appropriate Commission or other contracting agency.
  - 2. Contractors shall not be permitted to tie projects or to designate on the bidding proposal the limit of the amount they will accept.

#### 1101.05 PREPARATION OF PROPOSALS

- A. Only signed proposals, submitted on forms furnished by the Contracting Authority, will be considered, and the bidder will be assumed to have familiarized himself with the requirements of all applicable contract documents. To insure consideration, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall also show the products for the respective unit prices and quantities, written in figures in the column provided for the purposes and the total amount of the proposal obtained by adding the amounts of the several items. All the unit price figures shall be in ink or typed. If there is a discrepancy between unit bid prices, extensions, or total amounts of bid, the unit bid prices shall govern.
- B. If the proposal is made by a partnership or corporations the name of the partnership or corporations its agents and its principal place of business shall be shown. The proposal shall be signed by an authorized agent of the partnership or corporation.
- C. If the proposal is made on the basis of a joint bid, the proposal shall be signed by each of the joint bidders, or in the case of a firms' partnerships or corporations by an authorized agent for such firms' partnerships or corporations and the principal place of business for each shall be shown.
- D. For work let by the DNR, the sworn affidavit on the proposal shall be executed by the bidder of an agent thereof, on behalf of each person, firm, association, partnership, or corporation submitting a proposals certifying that such person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreements participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contracts and is not under debarment currently by the Federal government for a criminal violation which is reasonably related to bidding and contracting procedures.
- E. The attention of the bidders for the work covered by a proposal and referred to as this work, is directed to the fact that contracts for work other than the work covered in this proposal may have been awarded, are being advertised for letting on the same date as this work, or may be awarded in the future.
- F. Completion of work covered by this proposal may be contingent upon certain work covered by other contracts being performed on the project in advance of this work, likewise, completion of work covered by other contracts may be dependent upon completion of work covered by this proposal.
- G. The contract documents will list types of work involving other contracts anticipated to be let on the same letting date or same time within the contract period anticipated for this work. The contract documents will also list other governmental agencies, railroads, utilities, or other parties who will have work with which it is known that this work must be coordinated.

- H. The bidder is expected to be familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding that work which may affect his/her bid or his/her performance under this contract.
- I. Cooperation and coordination of all contractors and other agencies authorized to do work on the project will be required.
- J. The bidder for this work acknowledges these facts and agrees that it is in the public interest to have the work of certain contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate his work with that of other contractors or agencies to the mutual interest of all parties doing work on the project, whether by contract with the State, County, or City or necessary work being done by governmental agency or utility force.
- K. By the submission of a bid on this works the bidder acknowledges and agrees that an investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated.
- L. In the event disputes arise between contractors or other agencies, or both, doing work on the project as to their mutual rights or obligations, the Contracting Authority or its authorized representative will, when requested to do so or upon his own motion, act as referee and define the rights of all interested parties with regard to the conduct of the work, which decision shall be final as provided in 1105.01.
- M. If a prospective bidder, for a project for which the Department is the Contracting Authority, is in doubt as to the true meaning of any part of the contract documents, he may submit to the Contracting Authority a request for additional information, explanations, or interpretations. Interpretations may be in the form of an addendum to the proposal. The Contracting Authority will not be responsible for any information, explanation, or interpretation from any other source.

#### **1101.06 IRREGULAR PROPOSALS**

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
  - 1. If on a form other than that furnished by the Contracting Authority, or if the form is altered or any part thereof is detached.
  - 2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
  - 3. If the bidder adds any provisions reserving the right to accept or reject an award because he is low bidder on another project in the same letting,
  - 4. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award.
  - 5. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Contracting Authority,
  - 6. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

#### **1101.07 ESTIMATE OF QUANTITIES**

- A. For all work let on a unit price basis, the Engineer's estimate of quantities, as shown in the notice to bidders and the proposals is understood to be approximate only, and will be used only for comparing bids except as otherwise provided in the basis of payment for the various classes of work.

## 1101.08 SUBMISSION OF PROPOSALS

- A. All proposals shall be submitted on the standard proposal form prepared specifically for this projects an example of which is bound in this specification volume. One separate, unbound copy of the standard proposal forms which has been specifically prepared for this projects is supplied by the Department of Natural Resources with the contract documents. Only proposals which are submitted on this form will be considered.
- B. One copy of the proposal shall be submitted.
- C. No proposal for any subdivision or any subclassification of the work, except as indicated, will be accepted. Any conditional bid, amendment to the proposal form, or the inclusion of any correspondence, written or printed matter, or details of any essential provision of the contract documents, or required consideration of unsolicited material or data in determining the award of the contracts will disqualify the proposal.
- D. The bid amounts shall be inserted in the spaces provided on the proposal form, setting forth clearly and concisely, all designations and prices. Erasures or other changes on the proposal form must be explained or noted over the signature of the bidder.
- E. Addenda issued during the time of bidding shall become part of the contract documents. Bidders shall acknowledge receipt of each addendum in the appropriate space provided on the proposal form. If no addenda are issued, the word "none" is to be entered in the space provided.
- F. When samples are required, they must be submitted by the bidder so as to arrive at the designated office prior to the hour set for opening the proposals. Samples shall be furnished free of expense to the Department of Natural Resources, properly marked by identifications and accompanied by a list when there is more than one sample. The Department of Natural Resources reserves the right to mutilate or destroy any samples submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the bidder's expense, if such return is requested in the proposal.
- G. All proposals must have the affidavit portion of the proposal completed and notarized affirming that the bidder is not guilty of collusion or fraud in connection with his proposal.
- H. All proposals must state the full business address of the bidder and be signed with the bidders usual signature. Proposals by partnerships must state the full names of all partners and must state the name of the partnership followed by the signature and designation of one of the members of the partnership or an authorized representative. Proposals by corporations must state the legal name of the corporation and the name of the state of incorporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation to the proposal. Contractors are required to include the Iowa Contractors registration number assigned to them by the Iowa Division of Labor Services. The name of each person signing the proposal shall be typed or printed below the signature.
  - 1. A proposal by a person who affixes to their signature the word "president", "secretary", "agent", or any other designation without disclosing their principals may be held to be the proposal of the individual whose name is signed thereon. When requested by the Department of Natural Resources, satisfactory evidence of the authority of the officers signing in behalf of the corporation shall be furnished.
- I. The proposal, with the proposal guarantee, must be securely sealed in an envelope plainly marked as to its contents on the outside of the envelope. Sample envelope forms can be viewed and downloaded on the DNR website [https://programs.iowadnr.gov/engreal/bid\\_envelope.doc](https://programs.iowadnr.gov/engreal/bid_envelope.doc). The bidder shall be responsible for the sealed envelope being delivered to the place designated for the bid opening on or before the date and time specified in the notice to bidders. The officer whose duty it is to open the proposal will decide when the specified time has arrived. Proposals received thereafter will not be considered and will be returned unopened.
- J. No bidder shall submit more than one proposal for identical work for the same project.

### **1101.09 WITHDRAWAL OF PROPOSALS**

- A. Proposals may be withdrawn by written or telegraphic request received from the bidder or authorized representative prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new proposal. No proposals may be withdrawn by telephone request. Withdrawn proposals will be returned unopened. Negligence on the part of the bidder in preparing the proposal confers no right for withdrawal of the proposal after it has been opened.

### **1101.10 TAXES**

- A. The bidder shall include in the proposal all applicable federal and state taxes required by law. See Sales Tax Exemption below.
- B. For the purposes of retail sales tax and use tax, general construction contractors, special construction contractors, and construction subcontractors are regarded as consumers or users of all tangible personal property which they purchaser acquire, or manufacture for use in complying their respective construction contracts.
- C. Iowa retailers making sales, within the state of Iowa, of tangible personal property to a construction contractor for such use, are making sales at retail, the receipts of which are subject to retail sales tax. This means that a construction contractor should pay retail sales tax to his Iowa suppliers when purchases of tangible property are made within the state of Iowa. If a Contractor uses tangible personal property in completing the constructions which the Contractor has manufactured or fabricated, the tax will be 5% of the cost of manufacture.
- D. This likewise means that any construction contractor purchasing, acquiring, or manufacturing tangible personal property outside the state of Iowa, for such use in Iowa, owes use tax on such out-of-state purchases, measured at the rate of 5% of the purchase prices or in the case of a product manufactured by the Contractor, the Contractor owes 5% of the cost of manufacture.
- E. The use tax is to be paid by the Contractor directly to the Iowa Department of Revenue and Finance, using the retailers sales and use tax return, unless the out-of-state vendor from whom purchased is registered with the Use Tax Section of the Iowa Department of Revenue and does bill and collect the Iowa Use Tax for the state.
- F. In accordance with Iowa Code Section 442.42 (15) & (16) and 422.47 (5), the DEPARTMENT will issue a Sales Tax Exemption Certificate to CONTRACTOR and each approved contractor which will permit the material suppliers to sell material which will becomes an integral part of the structure exempt from Iowa sales tax and some applicable local option taxes and school infrastructure local option sales taxes.
- G. The CONTRACTOR is responsible for keeping records identifying the materials and supplies purchase and verifying they were used as an integral part of the structure governed by this Contract. Any material purchased tax free and not used on this project are subject to taxes payable within the same quarter as the project completion date.
- H. The Sales Tax Exemption Certificate must not be used to claim exemption for tax items not used on this project or thst do not qualify for exemption under the provisions of the Iowa Code Sections listed above. Such misuse will result in civil or criminal penalties.
- I. Bidders should enticipate that the sale and use tax could increase the cost of non-exempted services and material by at least 5% andmake the necessary llowance before submitting a bid.
- J. The Department will reclaim sales taxes, after receiving a Contractor's Statement of Sales Tax for those projects for which a Tax Exemption Certificate was not issued.

### **1101.11 WORK BY THE DEPARTMENT OF NATURAL RESOURCES**

- A. Unless specifically provided in the contracts the Department of Natural Resources will not furnish any labor, materials, or supplies necessary to complete the work under this contract.

#### **1101.12 PREFERENCE FOR LABOR AND MATERIALS**

- A. The Contractor shall observe all of the laws of the state of Iowa with regard to preference for labor and materials, except that preference for Iowa labor and materials shall not apply when federal funding is to pay for any part of the project. When a project is federally funded it is indicated in the notice to bidders.

#### **1101.13 PROPOSAL GUARANTEE**

- A. All proposals submitted by bidders must be accompanied by a proposal guarantee in the form of a certified check, cashier's check, or a proposal guarantee bond prepared on the standard proposal guarantee bond form furnished to the bidder by the Department of Natural Resources, an example of which is bound in this specification volume.
  - 1. The proposal guarantee shall be made payable to the Department of Natural Resources in the amount specified in the notice to bidders and on the proposal form.
  - 2. If the bond form is utilized in lieu of certified check or cashier's checks it must be executed by a surety company authorized by the Commissioner of Insurance for the state of Iowa to do business in Iowa and which has filed its certificate of authority with the Clerk of Court. One copy of the proposal guarantee bond form is furnished by the Department of Natural Resources with the contract documents. Only one executed copy must be submitted with the bid proposal.
- B. Any bid which is not accompanied by a proposal guarantee will be considered no bid and will not be read at the bid opening.
- C. All proposal guarantees submitted by unsuccessful bidders will be returned as stated in Section 1103.03 of the General Covenants and Provisions.

#### **1101.14 AWARD OF THE CONTRACT**

- A. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available. Award of this contract will be at the place and at the time of the first regularly scheduled meeting of the appropriate commission of the Department of Natural Resources following the opening of the proposals, except for reasonable delays as provided in Section 1103.02 of the General Covenants and Provisions.
- B. The Department of Natural Resources reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which will best serve the interests of the state of Iowa.
- C. If, at the time this contract is to be awarded, the lowest proposal submitted by a qualified responsible bidder is in the best interest of the state of Iowa, the contract will be awarded, and the bidder to whom the award is made will be promptly notified after the Department of Natural Resources meeting.
- D. The Owner shall have the right to accept Alternates in any order or combination and to determine the low bidder on the sum of the Base Bid and the Alternates accepted.

#### **1101.15 EXECUTION OF THE CONTRACT**

- A. The successful bidder shall, within thirty calendar days after the date of the award of the contract, enter into a written contract with the Department of Natural Resources on the forms furnished by the Department for the performance of the awarded work.

#### **1101.16 PERFORMANCE GUARANTEE BOND**

- A. Simultaneously with delivery of the signed contracts, the Contractor shall furnish a performance guarantee bond prepared on the standard performance guarantee bond form furnished to the Contractor by the Department of Natural Resources, an example of which is bound in the specification volume.
  - 1. The bond must be executed by a surety company authorized by the Commissioner of Insurance of the State of Iowa to do business in Iowa and which has filed its Certificate of Authority with the Clerk of Court.
  - 2. A copy of the performance guarantee bond form will be attached to a copy of the contract furnished by the Department of Natural Resources to the Contractor after award of the contract. One executed copy of the bond must be returned to the Department of Natural Resources with the signed contract, one copy of the bond may be retained by the surety company for its own records.

#### **1101.17 CERTIFICATE OF INSURANCE**

- A. On or before execution of the contracts the Contractor shall furnish to the Department of Natural Resources a certificate of liability and property damage insurance.
  - 1. The bidder is directed to examine the insurance coverage limits section of this specification volume to determine the coverage limits which apply to this project. Insurance certificates furnished to the Department of Natural Resources showing inadequate limits of coverage will be rejected, thus delaying final execution of the contract. See Sections 1103.04, 1107.02, and 1107.03 of the General Covenants and Provisions.

#### **1101.18 COMMENCEMENT AND COMPLETION**

- A. The Contractor shall not commence work before the preconstruction meeting to be held after execution of the contract by all parties. The Contractor will be responsible for contacting the project Inspector to set up a time for the preconstruction meeting at the project site.
- B. The Contractor must agree to complete the work by the date specified, or within the number of working days indicated if so specified in the contract. Should it be found impossible to complete the work on or before the time specified for completion, a written request may be submitted for a time extension, setting forth the reasons believed to justify the granting of such requests.

#### **1101.19 APPEAL OF CONTRACT AWARD**

- A. If a Contractor who submitted a timely proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal to department's director or the director's designee detailing the factual and legal basis for the challenge within five calendar days of the Notice of Intent to Award. The Issuing Officer may submit a written response to the Contractor's written appeal within five business days after receipt of the appeal. The department's director or designee will issue a written decision within seven business days of receipt of the Issuing Officer's written response.

### **PART 1102. BIDDER QUALIFICATIONS**

#### **1102.01 COMPETENCY AND OF BIDDERS**

- A. Bidders submitting proposals must be recognized contractors, engaged in the class of work provided for in the plans and specifications, and must possess sufficient resources to complete the work. Before the contract is awarded, the bidder may be required to furnish evidence to the satisfaction of the Contracting Authority of the ability to perform and complete the contract.

#### **1102.02 QUALIFICATIONS OF THE BIDDER**

- A. Before award of the contract can be approved, the Department of Natural Resources shall be satisfied that the bidder involved:
  - 1. Maintains a permanent place of business.
  - 2. Has adequate equipment to do the work properly and expeditiously.
  - 3. Has suitable financial status to meet the obligations incident to the work.
  - 4. Has appropriate technical experience.
  - 5. Has satisfactorily completed past projects.
  - 6. Is not ineligible due to discrimination in employment.
- B. The Engineer will make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Engineer all such information and data for this purpose as the Engineer may request.
  - 1. The Department of Natural Resources reserves the right to reject a bid if the evidence submitted by, or an investigation of, such bidder fails to satisfy the Department of Natural Resources that the bidder is responsible and qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- C. Targeted small business set-aside projects.
  - 1. All contractors submitting proposals for set-aside projects shall meet the "Targeted Small Business" definitions and be capable of being certified by the Department of Economic Development within thirty (30) days after the bid letting date. Failure of the low bidder to become certified within this time will be just and sufficient cause for the denial of the award.
  - 2. Contractors eligible for "Targeted Small Business" designation but not currently certified as such by the Department of Inspections and Appeals, should do so immediately by contacting the Targeted Small Business Officer, Lucas State Office Building, Des Moines, Iowa 50319 -0083.

#### **1102.03 REDUCTIONS IN BIDDER QUALIFICATIONS RESTRICTIONS**

- A. The requirements and conditions for bidder qualifications may be reduced by the Contracting Authority either for contractors who have well established performance records in other fields or for contractors having adequate financial responsibility and experienced supervisory personnel available for the work that is under consideration or for both the above reasons.
- B. Likewise, the requirements may be modified by the Contracting Authority for newly formed or reorganized firms or corporations whose basic organization is composed of individuals who are veterans of the construction industry, with proven records of satisfactory performance in the field in which they have elected to bid, provided, however, that they have adequate financial responsibility, equipment, and available experienced supervisory personnel.

#### **1102.04 IMPOSITION OF INCREASE IN BIDDER QUALIFICATION REQUIREMENTS, SUSPENSIONS AND DISQUALIFICATION**

- A. The requirements and conditions for bidder qualification in 1102.01 may be imposed or re-imposed or increased, or a contractor may be suspended or disqualified.
- B. The requirements and conditions for qualifications of a contractor may be imposed or re-imposed or increased if or when:
  - 1. The Contractor seriously delays commencement or completion of any work within the contract period or any extension thereof under circumstances that would normally give rise to a right of the Contracting Authority for liquidated damages or declaration of defaults or;
  - 2. The Contractor does any act or omits doing or performing any act which, in the judgment of the Contracting Authority, evidences a material change in the contractor's financial responsibility or work capability where, in the judgment of the Contracting Authority, the same will materially prejudice the



- contractor's ability to successfully prosecute such public improvement contracts, or he knowingly submits false information concerning prequalification, or;
3. The Contractor takes or fails to take any action which the Contracting Authority deems to warrant an imposition of increase in bidder qualification requirements.
- C. A contractor may be suspended from bidder qualification if or when:
1. The Contractor continually fails or refuses to remove and replace materials or work found by the Engineer not to be in reasonably close conformity with the contract documents or to correct such material or work so as to cause such materials or finished product to be reasonably acceptable work, or;
  2. The Contractor continually and, in the judgment of the Engineer, without good cause therefor, fails to carry on the work in an acceptable manner, or refuses to comply with a written order of the Engineer within a reasonable time, or;
  3. The Contractor fails to perform with his own organization the work as required in 1108.01, or otherwise assigns or disposes of work or the contract or any part thereof without approval of the Contracting Authority, or;
  4. The Contractor forfeits a proposal guaranty and fails to enter into the contract upon an offer of award by the guarantee Contracting Authority in response to a prior advertisement for bids for the same project for which award is currently being considered, or;
  5. The Contractor fails to comply with nondiscrimination requirements of the Standard Specifications or special provisions, or;
  6. The Contracting Authority deems a suspension is appropriate for reasons stated in Paragraph A, above.
  7. The Contractor is debarred from doing work for the federal government.
  8. The Contractor knowingly submitted false or misleading information concerning qualifications.
- D. A suspension is intended to be for an indefinite period of time or, in the case of Paragraph C4, for a specific project. A suspension shall continue until the contractor resolves, to the satisfaction of the Contracting Authority the problem for which the suspension was made.
- E. A contractor may be disqualified from bidder qualification if or when:
1. Currently debarred by some other state or Federal agency, or;
  2. Subcontracts, employs, or otherwise uses services, for work of the Contracting Authority, of one who is debarred by the Contracting Authority or disqualified according to Paragraph 1, except to fulfill agreements for work on existing contracts, or;
  3. Is convicted of or pleads guilty or nolo contendere to a charge of engaging in any conspiracy, combination, or other unlawful act in restraint of trade or of similar charges in any Federal court or a court of this or any other state, or;
  4. Has offered or given gifts or gratuities to employees of the Contracting Authority in violation of State law or has had as his employee a person who was at that time also an employee of the Contracting Authority, or
  5. The Contracting Authority deems a disqualification is appropriate for reasons stated in Paragraph C. above.
- F. A disqualification is intended to be for a specified time. A disqualification shall not exceed 36 months. The Contracting Authority will issue a written notice of any intent to disqualify or suspend a contractors except when suspended for a specific project according to Paragraph C4.

- G. Should the Contractor believe that the increase in bidder qualification requirements, intended suspensions or intended disqualification is based on false, biased, or incomplete information or that the increase or intended action is severe or unwarranted, the Contractor may make a written request to the Contracting Authority for an opportunity to be heard in a contested case pursuant to Chapter 17A, Code of Iowa.
  - 1. If notice is given, the written request for a hearing must be filed with the Contracting Authority within 10 days of receipt of the notice of intended agency action.
  - 2. If the basis of the intended disqualification is a criminal violation which is reasonably related to bidding and contracting procedures, the intended disqualification may be applied to the organization, including a person, firm, association, partnership, or corporation, to an affiliated officer, representative, or employee thereof, and to any other such organization in which the organization or affiliate or the officer, representative, or employee has an interest as either officer or owner.
- H. When a notice is given or when any action is contested, the Contracting Authority will issue a notice of the final action taken.

#### **1102.05 FOREIGN CORPORATIONS**

- A. Before entering into a contract involving construction or maintenance work, corporations organized under the laws of any other state shall file with the Contracting Authority a certificate from the Secretary of State of the State of Iowa showing that they have complied with all of the provisions of Chapter 404 Code of Iowa, governing foreign corporations. For contracts involving only the furnishing of materials, the foregoing requirement does not apply.
- B. When a contract not involving federal-aid participation for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference over a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.
- C. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable to bidders from that state or foreign country.
- D. Any joint venture that includes a nonresident bidder will be considered nonresident, and the preference rule will be used.

#### **1102.06 INCOME TAX DEDUCTION ON NON-RESIDENT CONTRACTORS**

- A. Each nonresident person or firm doing business as an individual and each nonresident co-partnership will be required, as precedent to receiving an award, to file a certificate issued by the State Tax Commissions as provided in Section 422.17, Code of Iowa, releasing the Contracting Authority from withholding any and all sums required by the provisions of Section 422.17, Code of Iowa.

### **PART 1103. APPROVAL FOR AWARD AND AWARD OF THE CONTRACT**

#### **1103.01 CONSIDERATION OF BIDS**

- A. The Contracting Authority reserves the right to waive technicalities and to reject any or all proposals. Bidders may be denied a contract award for any one of the following reasons:
  - 1. For failure to meet the Contracting Authority's requirements for qualification of bidders, as set forth in Section 1102.02 and in the special provisions for the project.
  - 2. For failure to maintain satisfactory progress on work already under contract.
  - 3. For failure to meet promptly financial obligations undertaken in connection with other work under contract.
  - 4. For filing more than one proposal at any letting for the same work under the same or different names.

5. For an unsatisfactory record of performance and cooperation on previous contracts.
6. For submitting an obviously unbalanced bid.
7. For having sublet or otherwise assigned work without the approval of the Contracting Authority.
8. For forfeiture of a proposal guarantee and failure to enter into contract upon an offer of an award by the Contracting Authority in response to a prior advertisement for bids for the same project or any combination of projects involving the project for which award is currently being considered.
9. For failure to file and maintain with the Contracting Authority a current Certificate of Insurance meeting the requirements of 1107.02.
10. For failure to provide a current Iowa contractor's registration number according to the provisions of Chapter 91C of the Code of Iowa.

#### **1103.02 APPROVAL FOR AWARD**

- A. In the approval for award of contracts consideration will be given not only to prices bid but also to the mechanical and other equipment available to the bidders the financial responsibility of the bidders and his ability and experience in performance of like or similar contracts.
- B. Approvals for award will be made as promptly as practical after bids have been opened and read. The Contracting Authority reserves the right to delay the approval for award for such time as is needed for consideration of bids and for receipt of concurrence in recommended approvals for award from other governmental agencies whose concurrence may be required.

#### **1103.03 RETURN OF PROPOSAL GUARANTEE**

- A. Proposal guaranties will be returned to the unsuccessful bidder by mail promptly after the approval for award has been made. Return to the successful bidder will be made promptly after the filing of the contract documents.

#### **1103.04 CERTIFICATE OF INSURANCE**

- A. The Contractor's certificate of liability and property damage insurance described in 1107.02 shall be filed with the Contracting Authority on or before the execution of the contract and shall be maintained throughout the prosecution of the work and until final acceptance and completion of the contract. A separate verification shall be required for contracts awarded on the basis of joint bids.

#### **1103.05 REQUIREMENT OF CONTRACT BOND**

- B. In compliance with Section 573 of the Code of Iowa, the Contractor shall, at the request of the Contracting Authority, on all contracts amounting to five thousand (\$5,000.00) dollars or more, file an acceptable bond in an amount not less than 100 percent of the contract sum with the Contracting Authority.
  1. The bond shall be executed in on the standard form of the Contracting Authority, contractor shall provide one (1) original. This bond shall be held to cover all work included in the contracts whether performed by the Contractor or under a subcontract or assignment. The bond shall be executed by the Contractor and by a surety company authorized to do business in the state of Iowa.
  2. The Contractor shall not begin work on any contract before he is notified, in writing, that the required bond has been approved and accepted, or until the signed contract is returned to him.
- C. Prime contractors that are certified through Iowa Department of Economic Development as a targeted small business may request a performance bond waiver.
  1. The waiver shall be applied only to a prime contract where the project does not exceed \$50,000.00, not withstanding Section 573.2 of the Iowa Code.

2. The waiver shall only apply to those contractors which are able to demonstrate the inability of securing a bond because of a lack of experience.
3. A waiver shall not apply to business with a record of repeated failure of substantial performance or material breach of contract in prior circumstances. The granting of a waiver shall in no way relieve the business from its contractual obligations and shall not preclude the Contracting Authority from pursuing any remedies under the law upon default or breach of contract.

#### **1103.06 EXECUTION OF CONTRACT**

- A. The bidder to whom a contract is being awarded shall execute and file four copies of such contract with the Contracting Authority.

#### **1103.07 FAILURE TO EXECUTE CONTRACT**

- A. Unless the time limit is modified by special provisions failure to execute a contract and file an acceptable bond within 30 days of the date of the approval for awards herein provided, will be just and sufficient cause for annulment of the approval for award and for forfeiture of the proposal guarantee to the Contracting Authority.

#### **1103.08 SUBCONTRACTORS**

- A. The bidder to whom a contract is being awarded shall file a list of subcontractors and a copy of each subcontract with the Contracting Authority within 30 days of the date of the approval for award. All subcontracts must comply with the provisions of 1106.01.

#### **1103.09 MATERIAL SUBSTITUTION**

- A. The bidder to whom a contract is being awarded shall file all requests for materials substitutions within 30 days of the approval of award of the contract.

### **PART 1104. SCOPE OF WORK**

#### **1104.1 INTENT OF PLANS AND SPECIFICATIONS**

- A. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood that the Contractor shall furnish all labor, material, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.
- B. For the purpose of design and the preparation of the Engineer's estimate, the Contracting Authority or its representatives may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soils moisture content, and types and extent of rock strata.
  1. This information, when shown on the plans, represents a summary of conditions as of the date the survey was made, it is only an approximate estimation of the site conditions made merely to be suggestive to the Contracting Authority of construction conditions and quantities and classes of work. This information may be used as the bidder sees fit. The appearance of this information on the plans or specifications will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.
  2. The bidder is advised that all information concerning the project, compiled by the Contracting Authority preceding the design, is available for examination at the Contracting Authority's headquarters. The prospective bidder shall conduct an examination as provided in 1102.06 to satisfy himself as to the character of the work to be done, the probable construction conditions, and any other

reasonably ascertainable conditions and the potential effect these could have on the performance of work under the contracts which shall be the basis for the bid to be prepared.

- C. Any bidder interested in the work is authorized to make whatever additional investigation he consider advisable. In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the Contracting Authority does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.
  - 1. All such additional investigation work shall be performed without costing or obligating the Contracting Authority in any way.

#### **1104.02 SPECIAL WORK**

- A. Any conditions not covered by these standard specifications are stated in the special provisions.

#### **1104.03 INCREASED OR DECREASED QUANTITIES**

- A. The Contracting Authority reserves the right to make such increase or decrease in the quantities of the work shown on the plans as may be considered necessary to complete fully and satisfactorily the construction included in the contract. The compensation to the Contractor for such changes will be as provided in 1109.04.
- B. Except as provided in 1109.05, no significant change in quantities, as defined in 1109.17, shall be made by increasing or decreasing the project area to be improved as shown on the plans and described in the proposal forms unless the Contractor gives written consent to such increase or decrease. However, such consent will not be required for maintenance or restoration work ordered by the Engineer.
  - 1. For the purpose of this article a material change shall be defined as an increase or decrease of more than 20 percent in the measured quantity of any item in the contract.

#### **1104.04 EXTRA WORK**

- A. The Contracting Authority reserves the right to order, in writing, the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. Such extra work will be paid for as provided in 1109.04B.

#### **1104.05 MAINTENANCE OF DETOURS**

- A. Unless so required by the plans or the special provisions, the Contractor will not be required to assume any responsibility in connection with the maintenance or marking of suitable detours.

#### **1104.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS**

- A. The contractor for bridge and culvert work shall remove any existing structure, or part of structure, that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.
- B. The contractor for road work shall remove any materials or structures found on the right-of-way which are not designated to remain in place or which have not been designated for use in the new construction.
  - 1. The removal and disposal of pipe culverts will not be paid for directly but shall be considered as incidental works and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts designated for salvage shall be removed by methods that will cause a minimum of damage to the pipe culverts.
  - 2. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work.

#### **1104.07 RIGHTS IN AND USE OF MATERIALS FOUND ON THE RIGHT-OF-WAY**

- A. Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way or on land acquired for the work, are the property of the Contracting Authority or the owner of the fee title to the land.
  - 1. If such materials are to be removed but use or salvage is not designated on the plans, they shall become the property of the Contractor, and shall be disposed of by the Contractor.
  - 2. When the Contractor is permitted to use materials found on the right-of-way, any excavations that are made below the grade elevations shall be backfilled with other suitable materials so that the finished road conforms to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

#### **1104.08 FINAL CLEANING UP**

- A. Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the project site in a neat and presentable condition. The Contractor shall make no agreement which allows salvaged or unused material to remain on private property within view of the project except when consistent with previous land use.
- B. All ground occupied by the Contractor in connection with the work, which is within view of or adjacent to a road, shall be restored. Restoration shall include appropriate smoothing to its original condition and may include making the area suitable for cultivation and, where vegetation has been disturbed, seeding of the area.
  - 1. Unless otherwise provided for, the Contractor shall be responsible for securing waste privileges on private property. The general Contractor shall be responsible for cleanup of subcontractors at the completion of all work.
- C. This article is not intended to restrict burning in accord with applicable regulations.
- D. Final clean up shall be subject to approval of the Engineer.

#### **1104.09 RIGHT-OF-WAYS OR LANDS ACQUIRED FOR THE WORK**

- A. Access to the construction site will be over designated routes of travel, on land owned or made available by the Contracting Authority for the specific use of the Contractor.
- B. Right-of-way or lands will be provided without cost to the Contractor, and it is contemplated that all of the needed right-of-way or lands will have been acquired for the work placed under contract.
  - 1. Whenever it is necessary to secure additional right-of-way or land, performance of the work affected thereby is contingent upon the securing of such right-of-way or land. No claims will be allowed for loss or damage occasioned by delays in securing right-of-way or lands.

#### **1104.10 PERMITS AND ARRANGEMENTS WITH OTHER GOVERNMENTAL AGENCIES**

- A. Whenever the work involves construction with which federal, state, or local governmental agencies are concerned, the performance of the work is contingent on arrangements and/or permits with those concerned agencies.
  - 1. The Contracting Authority shall secure all necessary permits, certificates, and licenses required to prosecute the work, except specifically designated permits, local building permits, and any cost for inspections required by local authorities, which shall be paid for and secured by the Contractor.
  - 2. No additional compensation will be allowed for any delays, inconvenience, or damages sustained by the Contractor due to actions of those concerned agencies with respect to any arrangements or permits they may require.

#### **1104.11 RAILROAD CROSSINGS**

- A. Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction.
  - 1. The performance of the work shall be in accord with arrangements established by the Contracting Authority. The Contractor may make additional arrangements.
  - 2. No claim will be allowed for loss or damage caused by failure of the railroad to comply with provisions of the agreement with the Contracting Authority. Upon notice given, the Contracting Authority will institute necessary legal action to enforce the conditions of its agreement with the railroad company.

#### **1104.12 PUBLIC UTILITIES**

- A. The Contracting Authority will notify all utility companies, all pipeline owners, or other parties affected, and will endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.
- B. The Contractor shall be responsible for notification concerning work near pipelines, required by Section 479.47, Code of Iowa, and for conducting his work as required therein.
- C. Waterlines, gaslines, wirelines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the special provisions or as noted on the plans.
- D. It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him/her due to any interference from the utility appurtenances or their operation or relocation.

#### **1104.13 DRAWINGS AND SPECIFICATIONS**

- A. Unless otherwise provided in the contract documents the Contracting Authority shall furnish to the Contractor, awarded the contract, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

#### **1104.14 THE CONTRACTING AUTHORITY'S RIGHT TO OCCUPY**

- A. The Contracting Authority shall have the right to enter the building or work site and store or attach such fixtures or furniture as it may elect, or to do such other work providing that such storage or work will not interfere with the completion of the Contractor's work. Such occupancy by the Contracting Authority shall in no way imply final acceptance of any portion of the Contractor's work.

#### **1104.15 CONTRACTOR'S UNDERSTANDING**

- A. It is understood and agreed that the Contractor has, by careful examination, satisfied him/herself as to the nature, character and location of the work, conformation of the ground, character, quality and quantity of the materials to be encountered, character of the equipment and facilities needed, preliminary to and during the prosecution of the work, general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agency, or employee of the Contracting Authority, either before or after the execution of the contracts shall affect or modify any of the terms or obligations herein contained.

#### **1104.16 HISTORICAL AND ARCHEOLOGICAL**

- A. If during the course of construction evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Iowa Department of Natural Resources and the state Historic Preservation Officer. No further disturbance of the deposits shall occur until the contractor has been notified by the agency that he/she may proceed. The agency will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Iowa Department of Natural Resources.

- B. Compensation to the contractor, if any, for lost time or changes in construction to avoid the finds shall be determined in accordance with changed conditions or change order provisions of the specifications.

## **PART 1105. CONTROL OF WORK**

### **1105.01 AUTHORITY OF ENGINEER**

- A. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work, all disputed and mutual rights between contractors, all plans and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. Except as provided in Section 1109, the Engineer's decisions will be final.
- B. For authority to temporarily suspend work see 1105.08 and 1108.06.

### **1105.02 PLANS**

- A. The official plans, profiles, and cross sections, on file in the office of the Contracting Authority, show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.
- B. The plans are made from careful surveys and represent the foreseen construction requirements. Any appreciable deviation from the plans made necessary to expedite construction, or because of errors shall be called to the attention of the other party, in writing, by the party discovering such conditions. If necessary, revised plans will be provided.

### **1105.03 WORKING DRAWINGS**

- A. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings shall be furnished by the Contractor, as required by the specifications or the plans.
  - 1. When certification by a professional structural or civil engineer registered in Iowa is required, it will be so designated on the plans or in other contract documents.
  - 2. Working drawings may include shop drawings of fabricated materials, erection plans, falsework plans, cofferdam plans, or other supplemental plans or data. Contractor submitted shop drawings for steel structures shall show fully detailed dimensions and sizes of all component parts of the structure, descriptions of drains, etc.
    - a. Prior to review of working drawings, any work done or material ordered shall be at the Contractor's risk.
  - 3. The Contractor shall expressly understand that the Contracting Authority's review of working drawings submitted by the Contractor covers only requirements for strength and arrangement of component parts.
  - 4. The Contracting Authority assumes no responsibility for errors in dimensions and assumes the Contractor will use material complying with requirements of the contract documents, or, where not specified, those of sound and reasonable quality, and will erect the subjects of such working drawings in accord with recognized standards of first-quality workmanship or, when specified, in accordance with standards of the contract documents.
  - 5. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such working drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.

### **1105.04 ALTERATION OF PLANS OR CHARACTER OF WORK**

- A. The Engineer will have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to satisfactorily complete the proposed construction. Such alteration will neither waive any conditions of the contract nor invalidate any of the provisions thereof.



## **1105.05 CONFORMITY WITH AND COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS**

- A. Discrepancies within contract documents:
  - 1. In case of any discrepancy between the drawings on the plans and the figures written thereon, the figures, unless obviously incorrect, are to govern.
  - 2. In case of any discrepancy between the plans, including plan notes, and the general or supplemental specifications, the plans are to govern.
  - 3. In case of a discrepancy between the general specifications and supplemental specifications, the supplemental specifications are to govern.
  - 4. In case of any discrepancy between the general or supplemental specifications and the special provisions or between the plans and the special provisions, the special provisions shall govern.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or of any discrepancy between the plans or specifications. The Engineer shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications, subject to compensation as provided in 1109.03, 1109.05, and 1109.06.
- C. The plans shall not be so changed as to materially affect the cost or the difficulty of performing any item or work for which the contract amount is more than 20 percent of the total contract sum, except with the consent of the Contractor.
- D. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- E. If the Engineer finds the material, or the finished product in which the material, is used is not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, the Engineer shall determine, based on engineering judgment, if the work shall be accepted and remain in place.
  - 1. In this events the Engineer will document the basis of acceptance and supplement it by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as deemed necessary to conform to the Engineer's determination.
- F. If the Engineer finds the material, the finished product in which the material is used, or the work performed is not in reasonably close conformity with the plans and specifications and has resulted in an inferior or unsatisfactory product, the work or material shall be considered unacceptable and shall be removed and replaced, or otherwise corrected, as acceptable to the Engineer, by and at the expense of the Contractor.

## **1105.06 SUPERVISION BY CONTRACTOR**

- A. The Contractor, when absent from the construction site, shall have on site at all times, as its agent, a competent superintendent, capable of reading and thoroughly understanding the plans, specifications, and other contract documents and who shall be thoroughly experienced in the type of work being performed.
  - 1. The superintendent shall supervise, direct, and control the Contractor's operations, personnel, work, and subcontractor's operations. The superintendent shall have full authority to execute orders or directions of the Engineer, without delays, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required.
  - 2. The Contractor shall give the Engineer written notification of the name of the superintendent. The superintendent shall not be replaced, except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractors employ.

#### **1105.07 CONSTRUCTION STAKES AND BENCH MARKS**

- A. If there is no provision in the Contract documents for a Construction Survey Bid Item, the Engineer will set the necessary centerline, slopes and grade stakes promptly upon notification by the Contractor that stakes are needed, unless otherwise noted on the Plans.
- B. For all structures, unless otherwise noted on the Plans, the Engineer will set stakes for centerline and such other stakes as are necessary to establish definitely, the location, elevations, and alignment of the structure. Every reasonable precaution will be taken by the Engineer and his technical assistants to insure that the construction stakes and/or computations are true and accurate, but the Contractor shall ensure that no gross error exists before beginning operations. Should such mistakes or errors be allowed to exist, and work completed on erroneous data, the Contractor will be held responsible to remedy the work to conform to the correct lines, grades, or standards without expense to the Contracting Authority or the Engineer.
- C. The Contracting Authority shall not be responsible for delays due to lack of grade or line stakes, unless the Contractor has given the Engineer 48-hour written notice that such stakes will be needed, and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.
- D. The Contractor shall be held responsible for the preservation of stakes and marks. If, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against the Contractor.
- E. The Contractor shall provide and keep constantly upon the work site, first-class instruments for use in establishing the various lines, levels and grades for the construction and shall have a superintendent on the work who is thoroughly familiar with their use. The Contractor shall provide and maintain a permanent bench mark at the construction site for the use of mechanics and other subcontractors.

#### **1105.08 AUTHORITY AND DUTIES OF INSPECTOR**

- A. The Contracting Authority may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the Contract. Such inspection may extend to any part of the work and to preparation or manufacture of materials to be used.
  - 1. The inspector will not be permitted to modify in any way the provisions of the contract documents or to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being performed. The inspector will not be authorized to approve or accept any portion of the work.
  - 2. Results of inspection tests and examinations will be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for plan and specification compliance in accordance with 1104.01.
  - 3. The inspector will not act as foreman or perform other duties for the Contractors nor improperly interfere with management of the work.
  - 4. In case of dispute between the Contractor and inspector as to quality of materials or manner of performing the works the inspector will have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of suspension of work will be given to the Engineer and Contractor by the inspector.

#### **1105.09 INSPECTION OF WORK**

- A. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the works upon request of the Engineer, the Contractor shall remove or uncover such portions of finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.

1. If work thus exposed or examined proves acceptable, the uncovering or removing and replacing of coverings or the restoring of parts removed, shall be paid for as extra work, except that no payment will be made for work involved in checking smoothness of concrete surfaces.
  2. If work thus exposed and examined proves unacceptable, the Contractor shall replace the defective work in accordance with the specifications.
  3. If work thus exposed and examined proves either unacceptable or deficient, the Contractor will be paid only for work as finally accepted.
  4. Work done without the Engineer having been afforded ample opportunity to provide suitable inspection, or unauthorized work, may be ordered removed and replaced at the Contractor's expenses or may be excluded from the quantities measured for payment.
- B. If the specifications, Engineer's instructions, laws, ordinances, or any public authority require any work and/or materials to be specially tested or approved, the Contractor shall give the Engineer timely notice of readiness for review. If the review is to be made by authority other than the Engineer, the Contractor shall notify the Engineer of the date fixed for review. Reviews by the Engineer will be promptly made and, where practicable, at the source of supply.

#### **1105.10 REMOVAL OF DEFECTIVE WORK**

- A. Any defective work shall be removed and replaced at the Contractor's expense.
- B. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications.
1. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Contracting Authority to declare the contract in default and to complete the work in accordance with 1108.11.

#### **1105.11 UNAUTHORIZED WORK**

- A. Unauthorized work and work done in excess of that provided by the lines and grades shown on the plans or as given by the Engineer, or any work done without the authority of the Engineers will be considered as unauthorized and will not be paid for.
1. Unauthorized work may be ordered removed and replaced at the Contractors expense.

#### **1105.12 OTHER CONTRACTS**

- A. The Contracting Authority reserves the right to do, or to contract for other work adjacent to, or in the vicinity of, the work herein described.
- B. The Contractor agrees to permit such other work to progress and to arrange for joint occupation of the site under such provision as the Engineer determines necessary. If in the judgment of the Engineer, such joint occupation of the site impedes progress on the work herein described, the Contracting Authority will proportionally extend the time for completion of the work.
1. The Contractor hereby waives any claim for damages or extra compensation by reason of such interference with his work.

#### **1105.13 FINAL INSPECTION**

- A. Upon notification, by the Contractor or his authorized representative, that the work is completed, the Engineer shall make prompt final inspection of each item of work included in the contract. If the work is found not to be in accordance with the contract documents, the Contractor will be advised as to the particular defects to be remedied before final acceptance can be made.

## 1105.14 RESTRICTIONS ON MOVING AND USE OF HEAVY EQUIPMENT

- A. The following restrictions shall apply to the moving and use of heavy equipment:
1. Movement of equipment to and from the project shall be in compliance with the laws governing the operation of vehicles on the highways of Iowa. Movement and operation of equipment over completed portions of pavements, bituminous surfaces, base courses, and structures which are a part of the project shall be with legal axle loads, except as modified in this article.
  2. In the case of earthwork and shouldering to be done in connection with either rigid or flexible pavement, or pavement widening and resurfacing, no tractor-drawn, earth-moving equipment shall be operated, or driven on or across the pavements, except at designated crossovers, as authorized by the Engineer.
    - a. When crossovers are specifically permitted, the Contractor will designate, before use, the location and number of crossovers to be used. The Engineer will not approve crossovers in areas of limited sight distance, near structures, railroad crossings, or at any other location which will place safety of the traveling public in jeopardy. At these crossovers, equipment having axle loads greater than the maximum permitted by law may be used.
    - b. Crossovers shall be 30 feet in length measured along the centerline and shall not be closer than 300 feet to each other.
    - c. For each crossover used, the Contractor shall, at the Engineer's option, either replace the pavement or pay the Contracting Authority at the rate of five thousand (\$5,000.00) dollars on the basis of a two-lane pavement.
    - d. In lieu of the surface crossover, approved hauling bridges may be used. The hauling bridge shall accommodate two lanes of public traffic, and it shall be removed from the roadway at the close of each day's operations. When a hauling bridge is used, no payment will be required.
    - e. The provisions of the Supplemental Specification for Traffic Controls in effect on the contract letting date, shall apply.
  3. No dragline, cranes or power shovel shall be operated with any part of the machine resting upon a pavement, bituminous surface, base course, or structure except with approval of the Engineer and in accord with restrictions in that approval.
  4. Under no conditions shall machines equipped with metal lugs or similar projections on the treads be operated on the surface of a pavement, bituminous surface or base course.
  5. For building shoulders, on completed pavements of any type, the maximum axle load used for equipment operating on pavement shall not exceed the legal axle load, as defined herein.
  6. Crawler-type tractors shall not be moved on or off a pavement or base course except at places where the compacted earth adjacent to slab is at least 2 inches higher than the surface of the pavement or base course. Whenever heavy, crawler-type equipment, such as a crane or mixers is moved on or off the edge of a pavement or base course, a substantial timber approach shall be built, at the edge of slab, to prevent overloading or otherwise injuring the edge of the slab.
  7. Compacting equipment having axle loads greater than 20,000 pounds may be used on the work under the following provisions:
    - a. The equipment shall be transported to and from the work and across the bridges on the work in compliance with laws of the State of Iowa.
    - b. For compaction of subbase, the weight of equipment used shall not be greater than that of compaction equipment used in correction of the roadbed for grade and cross section.
    - c. For compaction of base course, the weight of equipment used shall not be greater than the weight of equipment used in compaction of the subbase on which the base is placed.

- d. For compaction of surface courses, the weight of equipment shall not be greater than that of equipment used in compaction of the base on which the surface course is placed.
8. For grading or any other type of work, no rollers or other equipment, having an axle load greater than 50,000 pounds or a total weight in excess of 60,000 pounds shall be operated over a culvert, except as may be authorized by the Engineer, and then, in strict compliance with prescribed precautionary measures.

#### **1105.15 PLACEMENT OF FILL MATERIAL IN STREAMS AND WATERBODIES**

- A. The placement of fill material in streams is regulated by Federal law. The intent of this specification is to require contractor operations in streams and other waterbodies and adjacent swamps, marshes, bogs, or similar areas, to be in compliance with Federal regulations.
- B. Fill material shall mean; any material used for the primary purpose of replacing an aquatic area with dry land, or of changing the bottom elevation of a waterbody.
- C. Fill material shall consist of clean, suitable, naturally occurring material, free from toxic pollutants in other than trace quantities.
- D. Temporary stream crossings shall be bridged or culverted so as not to restrict expected high flows or disrupt the movement of aquatic life native to the stream or waterbodies. Expected high flows are those flows, which the Contractor expects to experience during the period of time that the crossing is in place.
  1. Temporary stream crossings shall:
    - a. Not extend over 100 feet into any swampy, boggy, marshy, or similar area that is adjacent to the stream or waterbody.
    - b. Be maintained to prevent unnecessary erosion and other nonpoint sources of pollution.
    - c. Be removed after they are no longer needed.

#### **1105.16 COST REDUCTION INCENTIVE**

- A. The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications, or other contract requirements for the sole purpose of reducing the total cost of construction.
  1. The proposals shall not impair, in any manner, essential functions or characteristics of the projects, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
- B. Proposals shall contain the following changes:
  1. Existing requirements and proposed changes,
  2. Contract requirements that must be changed if the proposal is adopted,
  3. A detailed cost estimate of performing the work as stipulated and as proposed,
  4. The time within which the Engineer must make a decision thereon,
  5. The items of work affected by the proposed changes, including any quantity variation attributable thereto.
- C. The provisions of this article shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder.
  1. Proposed changes in basic design of a bridge or pavement type will not be considered an acceptable proposal.

2. The Contracting Authority will not be liable to the Contractor for failure to accept, or act upon, any proposal submitted pursuant to this article, or for any delays to the work attributable to any such proposal.
  3. If a proposal is similar to a change in plans or specifications under consideration by the Contracting Authority for the project at the time said proposal is submitted, or if such a proposal is based on, or similar to, standard specifications, special provisions, or plans adopted by the Contracting Authority after the advertisement for the contract, the Engineer will not accept such proposals and the Contracting Authority reserves the right to make such changes without compensation to the Contractor under provisions of this article.
- D. The Contractor shall continue to perform the work in accordance with contract requirements until a change order, incorporating the cost reduction proposal, has been issued. If a change order has not been issued by the date on which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such proposal shall be deemed rejected.
  - E. The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from adopting all, or any part of, such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.
  - F. The Contracting Authority reserves the right, where it deems such action appropriate, to require the Contractor to share in the Contracting Authority's costs of investigating a cost reduction proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority to deduct amounts, payable to the Contracting Authority from any money due, or that may become due, to the Contractor under the contract.
  - G. If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by change order, which shall specifically state that it is executed pursuant to this article. Such a change order shall incorporate the changes in the plans and specifications which are necessary to permit the proposal, or such part of it as has been accepted, to be put into effects and shall include any conditions upon which the Contracting Authority's approval is based, if the approval is conditional.
    1. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount.
  - H. Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract, unless specifically provided for in the change order authorizing use of the proposal.
  - I. The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the proposal and performance of the work thereof pursuant to the said change order.
  - J. The Contracting Authority expressly reserves the right to adopt a cost reduction proposal, for general use on contracts administered by the Contracting Authority, when it determines that said proposal is suitable for application to other contracts.
    1. When an accepted proposal is adopted for general use, only the contractor who first submitted such proposal will be eligible for compensation pursuant to this article, and in that case, only to those contracts awarded to him/her prior to submission of the accepted proposal and as to which such proposal is also submitted and accepted.
    2. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under provisions of this article, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Contracting Authority.

3. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all, or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

## **PART 1106. CONTROL OF MATERIAL**

### **1106.01 QUALITY OF MATERIALS**

- A. It is the intent of the specifications that first-class materials shall be used throughout the work, and that these first-class materials shall be incorporated in such a manner as to produce completed construction which is acceptable in every detail. Only materials conforming to the requirements of these specifications, approved by the Contracting Authority, shall be incorporated into the work
- B. When more than one kind of manufacture of a material is specified, the option will be with the Contractor, but the choice shall be confined to the materials mentioned.
- C. Whenever in any of the contract documents, an item of material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the terms "or equivalent", or "or equal", if not inserted, shall be implied. This specific item of material or equipment mentioned shall be understood as establishing a standard of type, function, efficiency, minimum basis of design, and quality desired. Other manufacturer's products of comparable quality, design and efficiency, and suitable for the service intended will be considered, but no change will be made without written approval of the Contracting Authority.
- D. Requests for materials substitutions must be submitted in duplicate, or in the quantities required elsewhere in the specifications, and meet the requirements of 1103.09

### **E. 1106.02 SOURCE OF MATERIALS**

- A. At the option of the Engineer, the source of supply of each material shall be approved by the Contracting Authority before the delivery is stated.
  1. If requested by the Contracting Authority, representative preliminary samples, of prescribed character and quality, tested in accordance with the methods referred to under samples and tests, shall be submitted by the contractor or producer for examination.
  2. All materials proposed to be used may be inspected or tested at anytime during their preparation and use.
  3. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product or if products from any source do not meet the specifications, at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval has in any way become unfit for use, shall be used in the work.

### **1106.03 SAMPLES AND TESTS**

- A. Each consignment of materials required by the Engineer, shall be tested or inspected before being incorporated into the work and approved by the same Engineer before it is used.
  1. The contractor shall afford facilities for collecting and forwarding samples as the Engineer may require.
  2. Unless otherwise designated in the standard, supplemental specifications, or instructional memorandums, the inspection, sampling, testing, and basis of acceptance of materials shall be in accordance with the current AASHTO "Standard Specifications for Sampling and Testing of Transportation Materials" including published interim standards.

### **1106.04 STORAGE OF MATERIALS**

- A. The Contractor shall be responsible for care and storage of materials delivered for the work or purchased for use thereon. Material which has been delivered and has become damaged before actual incorporation in

the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections.

#### **1106.05 UNACCEPTABLE MATERIALS**

- A. All materials not conforming to requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site, unless otherwise instructed by the Engineer. No rejected materials the defects of which have been corrected shall be used until approval has been received.

### **PART 1107. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### **1107.01 LAWS TO BE OBSERVED**

- A. The Contractor is presumed to be familiar with all laws, ordinances, and regulations that may, in any manner, affect those engaged or employed by the Contractor, the materials or equipment used, or which may in any way, affect the conduct of the Contractor's work. The Contractor shall conduct his work to avoid conflict with any such laws, ordinances, or regulations, and shall save harmless the Contracting Authority and its representatives against any claim arising from violation thereof.
- B. The Contractor shall give preference to Iowa domestic labor, in accordance with the provisions of Chapter 73 of the Code of Iowa, and this provision is hereby specifically made a part of any contract of which these contract documents are a part. A person shall be deemed a domestic laborer of this state if he/she is a citizen and has resided in this state for more than six months.
- C. The provisions of Chapter 73 of the Code of Iowa concerning preferences for Iowa products and labor shall not apply to contracts involving work financed wholly, or in part, by the federal government.
- D. The Contractor and all subcontractors shall have on file with the Contracting Authority, a valid state of Iowa contractors registration number, issued by the Iowa Department of Labor Services, in accordance with Chapter 91C of the Code of Iowa.

#### **1107.02 LIABILITY INSURANCE**

- A. It shall be the Contractor's responsibility to have liability insurance covering all of the construction operations incident to completion of this contract. The Contractor must have on file, with the Contracting Authority, a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the following: insurance company firm name and address, contractor firm names policy period, type of policy, limits of coverage, and scope of work covered, (single project or statewide).
  - 1. This requirement shall apply with equal forces whether the work is performed by -- (1) persons employed directly by the Contractors (2) by a subcontractor or his employees, or (3) by an independent contractor.
- B. In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- C. The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall not be less than required by Chapter 327, Code of Iowa, for truck operators or contract carriers as defined therein. For all other contractors, subcontractors, and independent contractors, the minimum coverage by such insurance shall be as follows:

Public Liability Insurance  
Per person - \$100,000.00  
Each occurrence - \$300,000.00  
Property Damage Insurance  
Each occurrence - \$50,000.00



- D. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor from receiving further contract awards, as provided in 1103.01.

#### **1107.03 PATENTS AND ROYALTIES**

- A. The Contractor shall be responsible for all claims for infringement of patents, or for royalties on tools, machinery, appliances, devices, or materials used in construction and completion of the work, except as are specifically required by the contract documents.
  - 1. The Contractor agrees that the Department may retain out of the money that is or may become due the Contractor an amount to cover all such claims and to retain the same, until all such claims are paid or adjusted.
- B. The Contracting Authority assumes responsibility for payment of claims for damages from patent or copyright infringement or for royalties on material processes, specifications, or types of construction that are required by the contract documents.

#### **1107.04 RESTORATION OF CONSTRUCTION WORK OPENED BY PERMIT**

- A. Prior to final acceptance, if any repairs to the work constructed hereunder are made necessary by construction or repair of drains or sewers, laying or repairing of pipes or conduits for telegraphy, telephone or electric wires, or from any other disturbance of said work under permission issued by the Contracting Authority, the Contractor shall, upon notification by the Engineer, immediately make necessary repairs in conformity with the specifications.
  - 1. Such repairs shall be paid for as extra work, however, no compensation will be allowed when such repairs are made necessary by the Contractor's negligence or carelessness.
- B. The Contractor shall not authorize any person or persons to make alterations or additions to the construction work unless a permit duly authorized by the Contracting Authority is presented.

#### **1107.05 FEDERAL PARTICIPATION**

- A. The attention of the Contractor is called to the provisions of the Acts of Congress known as the "Land and Water Conservation Fund Act", the "Federal Aid in Wildlife Restoration Act", the "Federal Aid in Fish Restoration Act", the "Boating Safety Act", the "Superfund Amendments and Reauthorization Act", the "Clean Water Act" and amendments thereto, and any other acts of congress providing for fish and wildlife of conservation improvements.
  - 1. When the United States Government is to pay for all or any portion of the cost of an improvement or project, the construction work, although it is under the direct supervision of the Contracting Authority and subject to the laws of the State of Iowa, is also subject to the above mentioned Acts of Congress and all rules, regulations, and reimbursements that may be imposed by the federal authority thereunder. Such construction work will, therefore, be subject to inspection by the duly authorized agents of the federal government, but such inspections will not make the federal government a party to the contract.
- B. On all contracts involving Federal aid, all steel products incorporated into the work must have been manufactured in the United States. The Engineer may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500 whichever is greater.

#### **1107.06 SAFETY, HEALTH, POLLUTION AND SANITATION**

- A. In the performance of his contract, the Contractor shall comply with all applicable laws, rules, regulations, and ordinances governing safety, health, pollution, sanitation, noise control, and disposal of waste materials, and shall make available such additional safeguards, safety devices, protective equipment, and take such actions as are reasonably necessary to protect life and health of employees and the public.

1. The Engineer will not act as an enforcement agent for compliance of rules and regulations governing industrial safety. However, violations of properly promulgated laws, rules, regulations, and ordinances reported to the Engineer by responsible agencies may result in the issuance of a suspension order until such time as the violation is corrected.
- B. The Contractor shall make adequate provisions satisfactory to the Engineer for safety of inspectors, particularly at sampling locations. Provisions shall include guards for moving belts, pulleys, and wheels near the sampling point and a stable platform to be used when sampling is to be done from an elevated location.
- C. There shall be suitable retention dams, in areas where approved liquid asphaltic material, or asphalt cement are stored and used, to minimize pollution of nearby areas from effect of normal rains. The Contractor shall take other necessary precautions to prevent pollution of streams, lakes, ponds, reservoirs, and other areas with fuels, oily bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- D. The disposal by open burning of landscape waste originating on the construction site shall be permitted unless prohibited by local ordinances or regulations. However, the burning of landscape waste produced in clearing, grubbing, and construction operations shall be limited to areas located at least one-fourth mile from any inhabited buildings. Rubber tires will not be used to ignite landscape waste.
- E. The Contractor shall be specifically responsible for adhering to all local burning ordinances or regulations, and to ascertain what the local burning restrictions consist of in addition to the regulation stated above and to see that all subcontractors comply with those restrictions.
- F. All internal combustion engines, used for any purpose on the job, or related to the job, should be equipped with a muffler of the type recommended by the manufacturer. No internal combustion engine will be operated without a muffler. Faulty or damaged mufflers must be replaced. Machinery must be properly maintained at all times in order to limit engine noise, as well as other extraneous noise.
- G. When directed by the Engineer, the Contractor shall apply moisture to the construction area and haul routes, as necessary, to prevent the spread of dust, at no expense to the Contracting Authority.

#### **1107.07 PUBLIC CONVENIENCE AND SAFETY**

- A. The Contractor shall conduct the work as to assure the least possible obstruction to access by the residents along the project. The Contractor should schedule and conduct the work in such a way as to provide for their safety and convenience.
  1. Work and materials required by the Engineer for public convenience and safety in excess of that provided for in the contract, shall be considered as provided for in 1109.03.

#### **1107.08 BARRICADES AND WARNING SIGNS**

- A. The Contractor shall take every reasonable precaution to prevent the public from interfering with the work, and to prevent the work from interfering with the public, for providing for safety of the general public traveling to, through, within, along, and across the project, and shall take such precautions, measures, or acts as are required herein and as specifically required by the contract documents or by the Engineer. In additions the Contractor shall provide such additional safeguards as deemed necessary to protect equipment, the work, and the public at the Contractors own expense.
- B. The Contractor shall erect and maintain suitable barriers, and at night, such lights, as will prevent accidents to persons or property in and around the area of work.
- C. The Contractor shall provides at his own expense, such security guards as are necessary to protect equipment and to maintain proper lighting. Security guards that may be necessary for the protection of the public shall be provided by the contractor on written order from the Engineer.
- D. Whenever the work is under the Contractor's control, the Contractor shall be held responsible for any damage to the newly completed portions of the work resulting from public misuse.

#### **1107.09 USE OF EXPLOSIVES**

- A. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property. The Contractor shall be responsible for all damage resulting from use of explosives.
- B. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and in quantities maintained at a practical minimum. Storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided, satisfactory to the Engineer and, in general, not closer than 1,000 feet from the road or from any building, camping area , or place of human occupancy.
- C. The Contractor shall notify each public utility company, having structures in proximity to the site of the work, of the intent to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

#### **1107.10 PROTECTION AND RESTORATION OF PROPERTY**

- A. The Contractor shall replace or renew fences, sidewalks, or other property damage by reason of the work or the negligence of the Contractors employees. The Contractor shall take suitable precautions to prevent damage to telephone, telegraphy, and electric transmission lines along the highway and to pipes, conduits, and other underground structures. The Contractor shall carefully protect from disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their locations and shall not remove them until so directed.
  - 1. The Contractor shall be responsible for damage or injury to property resulting from the prosecution of his work, however, responsibility shall not extend to damage to fences, telephones, telegraph, or electric lines occupying the right-of-way unlawfully, provided due caution has been used in removing them. The Contractor's responsibility shall not be released until the work under the contract is completed and accepted.

#### **1107.12 RESPONSIBILITY FOR DAMAGE CLAIMS**

- A. The Contractor shall indemnify and save harmless the state of Iowa, the Contracting Authority and other agencies which have concurred in the award of contract, their officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property because of any act, omissions or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work, and so much of the money due the said Contractor, under and by virtue of the contract, as may be considered reasonable and necessary by the Contracting Authority for such purpose, may be retained for the use of the State, or in case no money is due, the surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Contracting Authority, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence of adequate protection by public liability and property damage insurance.
  - 1. Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this contract.
  - 2. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law. It being the intention of the parties that indemnity herein provided shall not extend to acts of omission, of negligence for which the Contracting Authority is solely responsible. But indemnity shall extend to all claims in which the Contractor and the Contracting Authority are found to be either jointly or concurrently negligent.
- B. Responsibility of the Contractor for providing warning devices, required by 1107.08 to avoid damages or injuries on any portion of the work covered by the contract, shall not cease until the work on such portion has been released by the Engineer.

1. A release shall be construed to mean a written statement by the Engineer to the effect that the Contractor may cease to maintain barriers and lights, that the work may be opened to the public and that the Contractor is relieved of further maintenance of that portion of the work. Such release shall not constitute an acceptance of the work.
- C. The Contractor's responsibility for maintenance of lights on any individual structure shall cease upon final acceptance of such structure, or when specifically released in writing by the Engineer.

#### **1107.13 OPENING OF SECTION OF CONSTRUCTED WORK TO THE PUBLIC**

- A. When any substantial portion, part, or feature of a contract is completed to the extent that its stability and integrity is not dependent upon completion of the other item, or work required in the contract, that portion, part, or feature may be released by the Engineers after conferring with the Contractor, and opened to traffic or received for public usage prior to final approval and acceptance of all work involved in the contract.
1. The Contractor will not be responsible for damages due to the elements or the ordinary use of the public to those portions, parts, or features of the work which have been released by the Engineer.
  2. The Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents.
- B. The above provisions relating to a release by the Engineer will be applicable only to those portions, parts, or features of the contract for which the Engineer has furnished to the Contractor a written release.

#### **1107.14 CONTRACTOR'S RESPONSIBILITY FOR WORK**

- A. The Contractor shall be responsible for the care and maintenance of partially completed and furnished work on any portion of the project until released by the Engineer from such responsibility. It will be the Contractor's responsibility to adjust the Contractor's operation or method of operation to prevent any damage of any nature to any portion of the partially completed or completed work. Repair work shall be done promptly upon being so ordered by the Engineer.

#### **1107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES**

- A. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience. Work shall not be commenced until all arrangements necessary for the protection thereof have been made.
- B. The Contractor shall cooperate with owners of underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.
- C. In the event of interruption to water or utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in restoration of service.
1. If water service is interrupted, repair work shall be continuous until service is restored.
  2. No work shall be undertaken around fire hydrants until provision for continued service has been approved by the local fire authority.

#### **1107.16 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

- A. In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agency or representative of the Contracting Authority thereby, there shall be no liability upon such agent or representatives including the Engineer or authorized agents, either personally or as an official of the Contracting Authority, it being understood that in such matters the agent acts as the agency and representative of the Contracting Authority.

## **1107.17 NO WAIVER OF LEGAL RIGHTS**

- A. The Contracting Authority shall not be precluded or stopped by any measurement, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not, in fact, conform to the contract.
- B. The Contracting Authority shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of his contract.
- C. Neither acceptance by the Contracting Authority, or any representative of the Contracting Authority, nor any payment for or acceptance of the whole or part of the work, nor any extension of time, nor any possession taken by the Contracting Authority, shall operate as a waiver of any portion of the contract, or for any power herein reserved, or any right to damages herein provided. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

## **PART 1108. PROSECUTION OF PROGRESS**

### **1108.01 SUBLETTING OF CONTRACT**

- A. The Contractor shall perform, with his/her own organization, work amounting to not less than 30% of the total contract cost, however, any items designated in the contract as "specialty items" may be performed by subcontracts and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.
- B. Any items that have been selected as "specialty items" for the contract are listed as such in the special provisions found elsewhere in the contract documents.
- C. At the time specified by the contract documents or when requested by the Engineer, the Contractor shall submit, in writing to the Contracting Authority, for approval the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request of and with the approval of the Contracting Authority.
  - 1. The Contractor is responsible to the Contracting Authority for the acts and omissions of the subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of its own employees.
  - 2. The contract documents shall not be construed as creating any contractual relation between the subcontractor and the Contracting Authority.
- D. The Contractor shall bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract, the contract documents, the plans, the general conditions of the contract, the supplementary general conditions, the special conditions, and the specifications as far as applicable to the subcontractors work.
- E. The subcontractor shall be bound to the Contractor by the terms of the contract, the contract documents, the plans, the general conditions, and specifications, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes towards the Contracting Authority.
  - 1. The Contractor agrees to be bound to the subcontractor by all the same obligations that the Contracting Authority assumes to the Contractor under the terms of said documents, and by all the provisions thereof affording remedies and redress to the Contractor from the Contracting Authority.
- F. The Contractor shall not assign, sublet, or transfer in whole or part any of the work herein specified without the written consent of the Contracting Authority. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.

- G. For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into title sections. Such separations shall not, however, operate to make the Engineer an arbitrator to establish limits to the contracts between Contractor and subcontractors.
- H. This article shall further be applicable to contracts involving Federal-aid participation in construction insofar as they are consistent with the required provisions for Federal-aid contracts attached to the contracts, and shall be additional specifications insofar as they cover matters not covered by the required provisions for Federal-aid contracts.

## **1108.02 PROSECUTION OF WORK**

- A. The proposal form may designate the contract period by either completion date, approximate starting date, of specified starting date.
- B. Intermediate contract periods may be designated for completion of certain portions of the contract. The contract period for each portion and the liquidated damages, if any, will be listed in the special provisions.
- C. The return of the signed and executed contract to the Contractor shall serve as notice to the Contractor that the contract bond is acceptable, that the contract is in force, and that the Contractor may complete arrangements for materials and other work in accordance with the contract documents.
- D. Should delay become apparent before or after the work is started, the Engineer will immediately notify the Contractor, in writing, that work on the contract will be delayed and, if possible, the approximate duration of such delay. For delays exceeding 2 weeks, new construction dates may be established by the Engineer after consulting with the Contractor.
  - 1. Specified Starting Date: When a starting date is specified, working days will be charged to the Contractor starting on the specified starting date or 10 days after execution of the contract, whichever is later. Starting work prior to the specified date will be considered upon request, and working days will be charged when work starts.
  - 2. Approximate Starting Date:
    - a. Site available immediately, as determined by the Engineer: Anytime after execution of the contract and on or after the approximate starting date, the Contractor may work, weather and specifications permitting. Working days will be charged any time the Contractor is working on/or after the approximate starting date. Starting work prior to the approximate starting date will be considered upon request. If allowed, working days will be charged.
    - b. Site Availability Date Unknown, as determined by the Engineer: It is expected the site will be available by the approximate starting date. If it appears the site will not be available by the approximate starting date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract and on or after the approximate starting date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate starting date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to the early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.
  - 3. Specified Completion Date: The Contractor may commence work any time after execution of the contract, weather and specifications permitting.
    - a. Working days will begin to be charged whenever the Contractor starts work.
  - 4. Winter Work: The proposal may require winter work on all or portions of the project, and working days will be counted as indicated therein. When not so specified, the Contractor may work, unless advised to the contrary by the Engineers between November 15 and April 1 with no working time

charged. If the best interest of the Contracting Authority so dictates, the Engineer may require the Contractor to continue work after November 15.

- a. Working days will not be charged if working time remains on November 15, and working days may be charged for days worked if no working time remains on November 15.
5. Notice to Proceed: A notice to proceed will be issued when, in the opinion of the Engineer, considering the approximate starting date, site availability, and working days allowed, failure of the Contractor to commence work places the timely completion of the project in jeopardy. The starting date in the notice to proceed will not be less than 15 calendar days after the date of the issuance of the notice. Working days will be charged beginning with the starting date established by the notice or when the Contractor starts work if prior thereto. A notice to proceed will be issued, except:
    - a. It will be assumed when a specified starting date is used.
    - b. It will be assumed when a specified completion date is used, the number of working days allowed will be counted back from the specified completion date, exclusive of Saturdays, Sundays, and holidays, to determine the first day working days will be charged.
    - c. It may be included as an agreed starting date at a preconstruction conference for projects with an approximate starting date.
    - d. It will be assumed when the Contractor is working at the time for issuance of the notice.
    - e. It will be assumed, if an early work waiver is approved, as having been issued at the time of site availability, as documented in the project records.
  6. Weekly Report of Working Days: Whenever the Contractor is subject to being charged with working days, the Engineer will furnish the Contractor a weekly statement indicating the working days to be charged against the Contractor for that period. Should the Contractor believe the statement to be inaccurate, a statement should be submitted to the Engineer, in writing, stating the objection and reasons, within 10 calendar days after receipt of the statement. If the Contractor fails to submit an objection within that time, the original statement may be considered as accurate and final.
  7. Work Progress: The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner.
    - a. If the Contractor fails to comply with such order within 2 weeks after receipt of the order, the Contractor may be disqualified from receiving any additional bidding proposals, and the Contracting Authority shall have the right to declare the contract in default and to complete the work in accordance with 1108.11.
    - b. Failure of the Contracting Authority to issue such order shall not alter the Contractor's responsibility under the contract.
    - c. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.
  8. Schedule of Staging: On any project, or part of a project, on an existing road where the work may prohibit or restrict public or private access that has been previously available, the Contractor may be required to submit a schedule of staging for the Engineer's approval before work is started.
    - a. Preliminary work may be required in stage construction, even though the work involved in these operations is similar, in order to minimize the inconvenience to the public and those to whom access has been previously available. This requirement will apply equally to work that is subcontracted.

9. Accelerated Work Schedule: An accelerated work schedule may be required by a note on the proposal. When required, the Contractor shall marshal the necessary forces, including but not limited to: extra crews, subcontractors, extra work hours, or other acceptable methods to insure completion of the projects or various stages of the projects within the contract period and in compliance with the specifications.
  - a. A work plan shall be submitted to the Engineer for review prior to commencement of work. Work will be permitted on a 24-hour-day basis and on Sundays and holidays when traffic interference exists, though work may be restricted during peak traffic periods. No credit will be allowed for delayed or slow delivery of materials. The special provisions may include other requirements or modifications for the accelerated work schedule.
10. Preconstruction Conference: The Engineer shall schedule and conduct a preconstruction conference. The Contractor and intended subcontractors shall participate in this conference. The Engineer will invite utilities and others having responsibilities or interest in the work.

### **1108.03 LIMITATIONS OF OPERATIONS**

- A. The Contractor shall conduct the work so as to create a minimum amount of inconvenience to the public. At anytime, when in the judgment of the Engineer, the Contractor has obstructed, closed, or is conducting his/her operations on a greater portion of the project vicinity than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before work is started on any additional sections.
- B. Whenever work which is being done by other contractors or subcontractors is contiguous to, or a part of the work included in this contract, the Engineer shall in case of dispute, determine and define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results.
- C. Except when an accelerated work schedule is required, no work will be permitted on Sundays, holidays observed by the Department of Natural Resources or within the time frame of dusk until dawn (as observed by current Farmer's Almanac) unless explicit permission from the Engineer has been obtained.
  1. The Contractor should request a determination of the holidays to be observed at the beginning of each calendar year.

### **1108.04 METHODS AND EQUIPMENT**

- A. The methods, equipment, and appliances used shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such and its use so regulated that no serious or irreparable damage to the adjacent property, or highways will result from its use. If damage does occur to the highways suitable repairs shall be made.
- B. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract, as demonstrated to the satisfaction of the Engineer.
- C. When the contract specifies that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he/she may request approval from the Engineer to do so.
  1. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements.
  2. If after trial use of the substituted methods or equipment the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue use of the substitute



method or equipment and shall complete the remaining construction with the specified method and equipment.

3. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

#### **1108.05 CHARACTER OF WORKERS**

- A. Any employee of the Contractor who is careless, incompetent, or disorderly, or who refuses or neglects to perform work in accordance with the specifications, or who shall commit trespass upon any public or private property in the vicinity of the work, shall be discharged upon the written request of the Engineer and shall not be reemployed on any of the work unless written permission is given by the Engineer.

#### **1108.06 TEMPORARY SUSPENSION OF WORK**

- A. Work shall be suspended, wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution.
  1. Work shall also be suspended at the direction of the Engineer pending settlement of disputes arising of failure of the Contractor to comply with provisions of the contract. Written notice of suspension of work shall be given by the Engineer.
  2. When the conditions causing suspension no longer exists, written notice to resume work will be given to the Contractor by the Engineer. Promptly after such written notices the Contractor shall resume prosecution of the work as provided in 1106.02.
- B. The start of work may be delayed or work may be suspended upon request of the Contractor and with approval of the Engineer. The Engineer may require the request to be in writing and also may require the Contractor to include with the request a schedule for satisfactory completion of the work.

#### **1108.07 EXTENSION OF CONTRACT PERIOD**

- A. An extension of the contract period will be granted by the Engineer for additional work requiring additional construction time and may result from a modification of the plans or extra work.
  1. If any delay is caused by active interference by the Contracting Authority, the Contracting Authority will grant such an extension of time for completion of the contract as will, in the opinion of the Engineer, compensate for such delay. An extension of the contract period will be granted by the Contracting Authority for:
    - a. Additional work resulting from a modification of the plans for the project, or
    - b. Other reasons beyond the control of the Contractor which, in the Contracting Authority's judgment would justify such extension.
- A. All claims for extension of the contract period shall be made in writing to the Engineer no more than thirty days after the occurrence of the delays otherwise they shall be waived. In the case of continuing cause of delays only one claim is necessary.

#### **1108.08 LIQUIDATED DAMAGES**

- A. Time is an essential element of the contract and it is important that the work be pressed vigorously to completion.
- B. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days allowed, or any extension granted under 1108.07, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed liquidated damages.

1. The Contracting Authority will prepare and forward to the Contractor an invoice for such liquidated damages.
  2. The final payment will be withheld until payment shall have been made on this invoice.
- C. Assessment of liquidated damages will be based only on the number of working days required to complete the work in excess of the specified working days allowed, plus authorized extensions thereto.
- D. This provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Contracting Authority's right to collect any additional damages other than time delays which the Contracting Authority may sustain by failure of the Contractor to carry out the terms of the contract.

#### **1108.09 FAILURE TO COMPLETE WORK WITHIN CONTRACT PERIOD**

- A. If the Contractor fails to complete his work within the contract periods or any extension thereof, as provided in 1108.07, upon written notice to the Contractor and surety, said contract shall be in default. The Contracting Authority may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work in accordance with 1106.11. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the liquidated damages stipulated in the proposal form. The Contracting Authority may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

#### **1108.10 CONTRACTS IN DEFAULT**

- A. The Contracting Authority may declare a contract in default for any one of the following reasons:
1. Failure to complete the work within the contract period or any extension thereof,
  2. Failure or refusal to comply with an order of the Engineer within a reasonable time,
  3. Failure or refusal to remove rejected materials,
  4. Failure or refusal to correct any defective or unacceptable work,
  5. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors,
  6. Failure to carry on the work in an acceptable manner.

#### **1108.11 COMPLETION OF CONTRACTS IN DEFAULT**

- A. If for any reason a contract is declared in default, the Contracting Authority shall have the right, without process or action at law, to take over all or any portion of the work and complete it, at its option, either by day labor or by reletting the work.
1. Written notice shall be given the Contractor by the Contracting Authority that the contract has been declared in default, and upon receiving such notices the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.
- B. The Contracting Authority may, at its option and, at a rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.
- C. Neither the Contracting Authority nor any member or employee thereof shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefor.
1. Should the cost of completing work be in excess of the original contract prices the Contractor and the Contractor's surety shall be held responsible for such excess cost.

2. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor.
3. Neither by taking over the work nor by declaring the contract in default shall the Contracting Authority forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.

#### **1108.12 REMOVAL OF EQUIPMENT**

- A. In the case of cancellation of this contract before completion from any cause whatsoever, the Contractor, if notified to do so by the Contracting Authority, shall promptly remove any part or all of his equipment and supplies from the property of the Contracting Authority. In the event of failure of the Contractor to remove such equipment and supplies within thirty days after the issuance of the notification for removal, the Contracting Authority shall have the right to remove such equipment and supplies at the expense of the Contractor.

#### **1108.13 ORDER OF COMPLETION AND USE OF COMPLETED PORTIONS OF THE WORK**

- A. The Contractor shall complete any portion or portions of the work in such order of time as the Engineer may require. The Contracting Authority shall have the right to take possession of, and use any completed or partially completed portion of the work at anytime, but such taking possession and use shall not be deemed as acceptance of the work so taken or used or any part thereof. If such prior use increases the cost or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as determined by the Engineer.

#### **1108.14 METHOD OF SERVING NOTICES**

- A. Any notice to be given by the Contracting Authority to the Contractor under this contract shall be deemed to be served if delivered to any office used by the Contractor, or foreman, or agent, at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at the last known place of business.

#### **1108.15 TERMINATION OF CONTRACTOR'S RESPONSIBILITY**

- A. The contract shall be considered completed when the work has been accepted in writing by the Contracting Authority.
  1. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in the performance bond, and if, within one year after the final acceptance or a longer period of time, as may be prescribed by law or by the terms of any applicable guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Contracting Authority to do so unless the Contracting Authority has previously given the Contractor a written acceptance of such conditions specifically stating the condition that is accepted.
  2. The Contracting Authority shall give such notice promptly after discovery of the condition. All such defective or non conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents without cost to the Contracting Authority.
- B. The Contractor shall bear the cost of making good, all work destroyed or damaged by such removal or correction of separate contractors.

### **PART 1109. MEASUREMENT AND PAYMENT**

#### **1109.01 MEASUREMENT OF QUANTITIES**

- A. The work completed under the contract shall be measured according to United States standard measures. Payment will be based on the actual quantity of work performed under the various work classifications in the contract, unless otherwise provided below, or by the method of measurement for the various classes of work.
- B. By written agreement between the Contractor and the Engineer, final settlement may be made on the basis of contract quantities without final field measurements. Such an agreement may be made before work is started or after work has been completed, if no material deviation from the original plans is involved.
  - 1. Except for those items for which quantities cannot be accurately predetermined, the contract quantities have been accurately and properly estimated, but adjustments will be made for obvious errors or authorized changes.
  - 2. The Engineer shall exercise such controls and make such measurements, as are necessary, to assure that each item of work is done in substantial compliance with the contract documents. The use of this agreement for payment shall not be considered as a change in the contract.

#### **1109.02 SCOPE OF PAYMENT**

- A. The Contractor shall accept the compensation herein provided as full payment for furnishing all materials labor, tools, and equipment for performing all work under the contract or any extension thereof allowed under 1108.07, also, for all costs arising from the action of the elements or other natural causes, agreements, and performance, nonperformance, or delays involving other contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in itself be construed to prejudice or deny any claim filed under provisions 1109.12.
- B. The contract price for any item shall be full compensation for acceptable work and for materials, equipment, tools, and labor for performance of all work necessary to complete the item in accordance with the plans and specifications, except as specifically exempt in the clauses covering the basis of payment for the item.

#### **1109.03 ADJUSTMENT IN CONTRACT PRICE**

- A. When the measured quantity of any item varies by more than 20% from the estimated quantity specified in the contracts an adjustment in price may be made for such item of work, and the adjustment will be made on the full variance from the contract quantity. Such adjustment may be requested by either party to the Contract.
  - 1. If the contract sum for an item is less than five thousand (\$5,000.00) dollars, the price of that item will not be subject to adjustment.
- B. If the increase or decrease in quantity is due to an alteration in plans, any price adjustment shall be requested and agreed upon before the work is done. If the increase or decrease in quantity is not the result of an alteration in plans, but results from errors in original estimates, or unforeseen conditions, price adjustments may be requested after the work is completed.
- C. In making price adjustments, consideration shall be given to the portion of the cost of the work that can be classified as fixed costs, independent of the exact quantity of work performed, such as transportation and installation costs on equipment, overhead costs, etc. Any price adjustment shall be arrived at from the standpoint that neither party to the contract shall be penalized by the increase or decrease in quantities which occasioned the price adjustment.
- D. If changes or alterations, as outlined in 1105.04, result in a substantial increase or decrease in cost or difficulty of the work, appropriate modifications will be made in the contract by extra work order, regardless of the quantity.
- E. All price adjustments shall be agreed to by the Engineer and the Contractor and shall be subject to the approval of the Contracting Authority.

## 1109.04 PAYMENT FOR WORK PERFORMED

- A. All contract price adjustments approved by the Engineer shall be subject to the concurrence of the Contracting Authority.
- B. The Contractor will receive and accept payment for work performed under his contract as follows:
  1. Items or Work Performed Which Are Covered by Definite Prices Stipulated in the Contract: For all items of acceptable work performed which are covered by definite unit prices or lump-sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract, except as provided in 1109.03 and for items identified as that of "significant change" as provided in 1109.17.
  2. Extra Work: Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for, either at an agreed price or on a force-account basis.
  3. Agreed-Price Basis: For extra work ordered by the Engineer and performed on an agreed-price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This written agreement shall describe the extra work that is to be done and shall specify the agreed price or prices.
  4. Force-Account Basis: Extra work performed on a force-account basis will be paid for in the following manner:
    - a. For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount negotiated up to 15% thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force-account work, plus the cost of worker's compensation, public liability insurance, and employment security contributions. The percentage shall cover compensation for furnishing of necessary small tools for the work together with all other overhead expense items.
    - b. The wage of the superintendent, timekeeper, or foreman who is employed partly on force-account work and partly on other work shall be prorated between the two classes of work according to the number of persons shown by the payroll, as employed on each class of work.
    - c. For materials used on force-account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost shall be added an amount negotiated to 15% thereof.
    - d. For machinery, tools, or equipment, fuel and lubricants therefor, except small hand tools which may be used, the Engineer shall allow the Contractor a reasonable rental rate to be agreed upon in writing before such work is begun. No profit percentage shall be added to the rate.
    - e. Compensation, as herein provided, shall be accepted by the Contractor as payment in full for extra work done on a force-account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overheads and profit.
    - f. At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force-account basis, using the Contracting Authority's standard force-account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Engineer and one to the contractor.
    - g. Claims for extra work performed on a force-account basis shall be submitted to the Engineer in triplicate. To the claims shall be attached such receipt or statements as the Engineer may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

5. Deficient Work: Payment for work judged by the Engineer to be deficient work shall be made at the reduced rate specified in the contract documents or, if no such rate is specified, at a modification of the contract prices as determined by the Engineer.

#### **1109.05 CANCELLED WORK**

- A. The Contracting Authority shall have the right to cancel any or all items from the contract when unforeseen circumstances, failure to secure permits, approvals, loss of funding, unanticipated design changes, or other reasons beyond the control of the Contractor prevent or unreasonably delay completion of the contract, or of certain items of the contract, or when the Contracting Authority determines that cancellation is in the public or national interest.
- B. The Contractor may be prevented from starting work on a contract, or an identified phase of a contract, as a result of a delay caused by the Contracting Authority or others.
- C. When the contract period is defined by approximate starting date and the delay prevents the Contractor's starting work on the contract or an identified phase of the contract for 30 days beyond the date which, by notice to the Engineer, the Contractor proposed to start work, the Contractor may request cancellation by written notice to the Engineers stating the reasons.
- D. In either case, within 30 days from the date of the request, the Engineer will eliminate or minimize, if possible, the cause for the delay and issue a notice to proceed, redefine the basis on which the work is to proceed, or cancel the contract or phase of the contract.
- E. The Contractor shall not use delays that occur prior to starting work or an identified phase of the work as a basis of a claim against the Contracting Authority except for an extension of contract period.
- F. Notices described in this article should be transmitted by certified mail.
- G. For finished portions of items canceled, the Contractor will be paid at the contract unit prices, in accordance with the provisions of 1109.04. For finished portions of major items canceled, the Contractor will be paid as provided in 1109.17. For all items, materials ordered and delivered for the unfinished portion of such canceled, or omitted items, the Contracting Authority will pay cost plus 10 percent as an overhead charge. The Contractor's expense for work of handling or transporting such material shall be included in computing the cost.
- H. The Contracting Authority will also pay any actual expenses sustained by the Contractor by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.
  1. Material paid for shall become the property of the Contracting Authority and shall be disposed of as directed by the Engineer.

#### **1109.06 PARTIAL PAYMENTS**

- A. If the work extends over a period of more than one month, the Engineer may, upon request from the Contractor, prepare monthly estimates based on the amount of work completed in an acceptable manner.
  1. On contracts for which the contract sum is \$10,000.00 or more, monthly estimates may be allowed, based on 90% of invoiced value of processed or fabricated materials which have been delivered on the project site, provided the materials are of acceptable quality and the manner of storage is satisfactory to the Engineer.
  2. The Engineer's monthly estimates shall be partial payments on the contract, and the allowance of a monthly estimate by the Contracting Authority does not constitute final acceptance of the work upon which the estimates are based. Each estimate shall be filed by the Contractor in the form of a claim against the Contracting Authority and certified to by the Engineer on a payment request form supplied by the Contracting Authority.

- B. Five percent (5%) of each progress estimate shall be deducted and held as a suspended payment. Payments may be made on the remainder of the progress estimate, except under circumstances which would prejudice the rights of those who have filed claims pursuant to Chapter 573, Code of Iowa.
  - 1. The retained percentage will not be due and payable for a period of at least 30 days after the date of final acceptance of the entire contract or following the release or adjudication of claims that may have been filed, or until the Contractor has filed the sworn final estimate and sales and use tax statement with the Contracting Authority.
  - 2. Should a reasonable doubt arise as to the integrity of any part of the completed work, the estimate for that portion shall not be allowed until the cause for such doubt has been removed.
  - 3. The progress estimates and payments are approximate only, and shall be subject to correction in the final estimate and payment.
- C. Failure to make partial payment within 30 days after receipt and approval of the monthly estimate by the Engineer, will cause interest to accrue and additional payment therefor to be made in accordance with provisions of Chapter 573, Code of Iowa, subject to limitations included therein.

#### **1109.07 SUPPLEMENTAL CONTRACT FOR WORK INTERRUPTED**

- A. After ninety-five (95%) of the work has been performed to the satisfaction of the Contracting Authority, including consideration of the contract period, and it is apparent that conditions beyond the control of the Contractor will delay the completion of the contract for more than 60 days, the Contractor may request a supplemental contract for the uncompleted portion of work on the same terms as those of the original contract.
  - 1. If the Contracting Authority agrees, and the surety for the Contractors consents to the extension of the bond for the time required to complete the supplemental contract, the supplemental contract will be issued. After the contract has been entered into, full payment will be made for the work completed, except under circumstances which would prejudice the rights of those who have filed claims pursuant to Chapter 573, Code of Iowa.
- B. The unpaid money, held by the Contracting Authority as a retainer of the original contract price, will be due and payable to the Contractor 30 days after the date of the Contracting Authority's approval of the supplemental contract, except as provided for the release and adjudication of claims in 1109.06.

#### **1109.08 CERTIFIED STATEMENT OF SALES TAX AND USE TAX PAID**

- A. Unless the Contracting Authority has issue an authorization letter and a Sales Tax Exemption Certificate for this project, before final payment can be made on a contract, the Contractor and subcontractors shall file a certified statement on forms provided by the Contracting Authority, showing the amount of Iowa sales tax and use tax paid by them on all materials which have become a component part of the finished, completed contract and on such supplies for this construction as were actually consumed on this work.
- B. These statements shall be submitted in duplicate to the Contracting Authority at the completion of the contract.

#### **1109.09 ASSIGNMENT OF MONIES**

- A. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this agreement unless the Contractor has received written consent of the Contracting Authority.

#### **1109.10 SUBMITTALS REQUIRED BEFORE FINAL PAYMENT**

- A. Before final payment can be made on this contract, the Contractor shall submit to the Engineer the following:
  - 1. A request for prefinal and final payment.

2. One copy of any guarantees for products incorporated into the work.
3. Two copies of the operating instructions on each piece of equipment incorporated into the work.
4. Statements of Sales Tax from the Contractor and subcontractors, unless in receipt of an authorization letter and a Sales tax Exemption Certificate issued by the Contracting Authority fo this project.



## **1109.11 FINAL ACCEPTANCE AND PAYMENT**

- A. Final acceptance is stipulated to mean a written acceptance by the Contracting Authority. The Contracting Authority shall make final acceptance promptly upon the satisfactory completion of the work. Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claims against the amount withheld.
- B. Failure to make final payment within 70 days after completion of the work, and if all requirements of the contract are completed, will cause interest to accrue and additional payment therefor to be made in accordance with provisions of Chapter 573, Code of Iowa, subject to limitations included therein, however, this provision shall not apply when final payment includes a supplemental contract for work interrupted, as provided for in 1109.07.
- C. Completion of the work will be considered as the date of approval and work acceptance by the Contracting Authority. When interest is to be paid, the date from which interest is to be calculated will be the thirty-first day after all required materials, certifications, and other documentation required to be submitted by the Contractor are received by the Engineer, however, the Contractor will be paid no interest if final payment is made within 70 days from the date of approval and work acceptance. The signed final payment request is not required documentation, but if not returned to the Engineer within 30 days, it will be considered required documentation.
- D. Signing of the final payment request or acceptance of payment based thereon, shall not waive any rights of either party in the resolution of any claim filed in accordance with 1109.12.
- E. The Contracting Authority shall satisfy itself as to the faithful completion of each part of the work, and may reject any portion found to be inconsistent with the terms of the contract.

## **1109.12 DISPUTED CLAIMS FOR EXTRA COMPENSATION**

- A. In any case where the Contractor deems that extra compensation is due for work or material not clearly covered in the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the intention to make a claim for extra compensation before beginning the work on which the claim is based.
- B. The Contracting Authority shall be responsible for damages attributable to the performance, nonperformance, or delay of any other contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the project, only when such damage is a result from negligence on the part of the Contracting Authority, Engineer, or any of its officers or employees.
  - 1. In any case where the Contractor deems that extra compensation is due from the Contracting Authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.
- C. In either cases if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual cost, as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractors and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.
  - 1. The claims when filed, shall be in writing and in sufficient detail to permit auditing and evaluation by the Contracting Authority. Claims shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other persons having knowledge of the facts.
  - 2. In the event the claimant wishes an opportunity to present the claim in person, then the claim shall be accompanied by a written request to do so.
  - 3. Where the claimant asks an opportunity to present the claim in person, the Contracting Authority, within a reasonable period of time after the filing of the claim, shall fix a time and place for a meeting between the claimant and the Contracting Authority or its designated representatives.

- a. The Contracting Authority shall, within a reasonable time from filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant in writing, of its ruling together with the reasons therefor. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- E. The Contractor shall not institute any court action against the Contracting Authority for the adjudication of any claims until such claim has first been presented to Contracting Authority pursuant to this articles and submitted to arbitration or a request for arbitration is denied pursuant to 1109.13.

### **1109.13 ARBITRATION**

- A. If a Contractor's claim, as outlined in 1109.12, has been disallowed, in whole or in part, then the Contractor may, within 30 days from the date the ruling of the Engineer is mailed to the Contractor, make a written request to the Engineer that the claim or claims be submitted to a board of arbitration.
  1. The Engineer shall decide whether the matter is one which is subject to arbitration and shall, within 30 days of the receipt of the request for arbitration, grant or deny the request.
  2. The Engineer's decisions shall be final.
- B. Said board of arbitration shall consist of three persons, one to be chosen by the Engineer, one by the Contractor, and the third by the two arbitrators.
- C. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time involved in the controversy, or at the time of arbitration.
- D. The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Engineer and the Contractor.
  1. If the desired records are not produced within 10 days after they are requested, the board of arbitration shall proceed without them as best it may.
  2. In determining the findings, or awards, or both, the majority vote of the board shall govern. Copies of the findings or awards or both, signed by the arbitrators shall be filed with the Engineer and the Contractor.
  3. A majority report or minority report may be filed. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne.
- E. The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation which have not been allowed by the Engineer. Jurisdiction of the board shall not extend to:
  1. A determination of quality of workmanship, or materials furnished, or to an interpretation of the intent of the plans and specifications, except as to matters of compensation.
  2. Setting aside or modifying the terms or requirements of the contract.
- F. The findings or awards or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment.
- G. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiations between the parties. If a solution agreeable to both parties has not been reached through the filing of a claims through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available.

#### **1109.14 CLAIMS AGAINST CONTRACTOR**

- A. The Contractor guarantees the payment of all just claims against him/her or any subcontractor, in connection with the work. If another contractor on the project submits a claim for alleged damages caused by delay due to the Contractor not having completed its work in a timely manner, the Contractor's bond shall remain in effect until payment of such claim is made, or until litigation is started, at which time the bond will be released.

#### **1109.15 TIME LIMITS FOR FINAL ADJUSTMENT**

- A. The Contractor shall understand that the Contracting Authority will not be bound to consider applications for correction of estimates and payments after the Contractor has signed the final estimate, or after 30 days from the date when the final estimate is submitted to the Contractor for approval. Should an error be discovered as a result of the Contractor's annual audit, an application for corrections promptly made will be considered.

#### **1109.16 NATIONAL EMERGENCY PROVISIONS**

- A. The Contracting Authority may, with written notice, terminate the contract, or a portion thereof, when the Contractor is prevented from proceeding with the construction contract as a direct result of an executive order of the President with respect to the prosecution of war, or in the interest of national defenses as provided in Chapter 573A of the Code of Iowa.
- B. When contracts, or any portion thereof, are terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract unit prices or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits shall be considered.
  - 1. Reimbursement for organization of work (when not included in the contract) and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.
- C. Acceptable materials, obtained by the Contractor for the work, which have been inspected, tested, and accepted by the Engineer, and which are not incorporated into the work, shall be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by the Engineer.
- D. Termination of a contract, or a portion thereof, shall not relieve the Contractor of its responsibilities for the completed work, nor shall it relieve the Contractor's surety of its obligation for and concerning any just claims arising out of the work performed.

#### **1109.17 STANDARD CONTRACT CLAUSES**

- A. Differing site conditions.
  - 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected work is performed.
  - 2. Upon written notification, the Engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly.
    - a. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.

B. Suspension of work ordered by the Engineer.

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly.
  - a. The Engineer will notify the Contractor of his/her determination, whether or not an adjustment of the contract is warranted.
3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.

C. Significant changes in the character of work.

1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work, as are necessary to satisfactorily complete the project.
  - a. Such changes in quantities and alternations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.
2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any anticipated profits, adjustments will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If such a basis cannot be agreed upon, an adjustment will be made either for or against the Contractor in such amount as the engineer may determine to be fair and equitable.
3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contracts the altered work will be paid for as provided elsewhere in the contract.
4. The term "significant change" shall be construed to apply only to the following circumstances:
  - a. When the character of the work as altered, differs materially in kind or nature from that involved or included in the original proposed construction or;
  - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work.

## 1109.18 INTEREST PAYMENTS

### A. Interest on monthly payment estimates.

1. Interests shall be paid to the Contractor on any progress payment approved by the Chief Engineer under paragraph A of paragraph 1109.06 of these General Covenants and Provisions, which remains unpaid after thirty (30) days of the receipt by the Contracting Authority.
  - a. Receipt by the Contracting Authority shall be defined as the date the Contracting Authority's central office mail staff receives the progress payment request and stamp it. All progress payment requests which are delivered directly to the central office by the Contractor or the Inspector of the Contracting Authority shall have a date of receipt entered by the mail room staff.
  - b. Interest shall accrue on the 31st day after receipt by the Contracting Authority, if approved by the Chief Engineer, and shall end on the date the warrant is issued by the Iowa Department of Revenue. The rate of interest shall be the same as the rate of interest in effect under 453.6 of the Iowa Code, as the date interest begin to accrue.

### B. Interest on retainage.

1. Interest shall be paid on any retained funds held under paragraph B of section 1109.06 of these General Covenants and Provisions. Interest shall be paid as outlined in Iowa Administrative Code section 561, Chapter 8.7.

END OF SECTION 00700

## SECTION 00710

(Revised 9/8/95)

### SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Notice of Requirements for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246 as amended) and Iowa Executive Orders 15 and 34. This includes employment goals for minorities and women in construction.

#### 60-1.4 EQUAL OPPORTUNITY CLAUSE.

- A. Federally assisted construction contracts.
  - 1. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause.
- B. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loans insurance, or guarantee, the following equal opportunity clause:
- C. During the performance of this contracts the Contractor agrees as follows:
  - 1. The Contractor will not discriminate against any employee, or applicant for employment because of race, colors, religion, sex, national origin, or disability.
    - a. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following; Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
  - 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1. through 7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
  - a. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
  - b. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## I. DEFINITIONS.

### A. Definitions as used in these specifications:

1. **Covered Area** means the entire State of Iowa, however, those areas of a Hometown Plan approved by the U.S. Department of Labor will be considered separately.
2. **Director** means Director, Office of Federal Contract Compliance Program, United States Department of Labor or any person to whom the Director delegates authority.
3. **Employer Identification Number** means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Returns U.S. Treasury Department Form 941.
4. **Designated Geographical Areas**
  - a. **Standard Metropolitan Statistical Area (SMSA)**. These areas represent a reasoned judgement as to how metropolitan areas are defined statistically in a uniform manner, using data items that are:
    - (1) widely recognized as indicative of metropolitan character, (population, urban character, nonagricultural employment, population, density, and commuting ties), and
    - (2) available from a body of Federal statistics which has been uniformly and simultaneously collected in all parts of the country, and processed and tabulated according to consistent standards. Thus, if a project is located within an SMSA, it can be concluded that a reasonable commuting area exists within the SMSA, and that goals based on SMSA statistics are accurate.
  - b. **Economic Area (EA)**. These areas are viewed as centers of commerce, and they generally cover areas which include the places of work and residence for most workers. There are 183 such areas, defined along county lines, covering the entire country. Counties were assigned to these economic areas in accordance with commuting patterns based primarily on data gathered by the Bureau of the Census.
5. **Minority** includes:

- a. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- b. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race),
- c. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and
- d. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(Note: Minority women from the above referenced groups shall be counted as satisfying both the minority and female employment goals in each geographic area.)

## II. GENERAL.

- A. Equal Employment Opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375. The requirements set forth in this specification shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

## III. EQUAL OPPORTUNITY POLICY.

- A. The Contractor will accept as his/her operating policy the following statement which is designed to farther the provision of equal employment opportunity to all persons without regard to their age, race, color, religion, sex, national origin, or disability, and to promote the full realization of equal employment opportunity through a positive, continuing program.

*"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, sex, color, national origin, or disability. Such action shall include: employment, upgrading, demotion, and transfer, recruitment and recruitment advertising, layoff, and termination, rates of pay and other forms of compensation, and selection of training, including apprenticeship, preapprenticeship, and/or on-the-job training."*

## IV. GOALS.

- A. Specific goals for female and minority participation have been established.
- B. The goals for female participation, expressed in percentage terms for the total hours worked by the Contractor's aggregate workforce in each trade on all construction work, is 6.9 percent, with no timetable. This goal applies nationwide.
  - 1. Goals for minority participation in Iowa, expressed in percentage terms for the total hours worked by the Contractor's aggregate workforce in each trade on all construction work, are shown on the map of Iowa that follows. The goals shown apply to each designated geographical area, as shown on the map.
- C. These goals are applicable to all the Contractor's construction work (whether or not it is non-Federal or Federally assisted) performed in the designated area. For each contract and/or subcontract in excess of \$10,000, the goals for minority participation will apply for all work to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6, and the goal for female participation will apply nationwide.
  - 1. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on his/her implementation of the Equal Opportunity Clause, specific affirmative action obligations



required by the specifications set forth in 41 CFR 60-4.3(a), and his/her efforts to meet the goals established for minority participation for the geographical area where the work is to be performed, or nationwide goal for female participation.

2. The hours of minority and female employment and training must be substantially uniform throughout the time period for the work of the contracts and within each trade, and the Contractor shall make a good-faith effort to employ minorities and women evenly on each of his/her projects.
  3. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Orders and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- D. The Contractor shall provide written notification to the Department of Natural Resources (on behalf of the Director of the Office of Federal Contract Compliance Programs) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under this contract.
1. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontracts and the geographical area in which the contract work is to be performed.

**E. Application of Minority Participation Goals**

1. **Minority Participation.** A single minority participation goal is established for each SMSA and EA. Timetables for the achievement of minority goals are not provided. A separate goal is established for each SMSA and for each EA. When a contract or subcontract to which this specification applies is for work located within a SMSA, the goal for that SMSA applies. When a contract or subcontract to which this specification applies is for work located outside an SMSA, the goal for that EA applies.
  - a. The applicable goal for the Contractor or subcontractors is the goal for each geographical area where the work is being performed, and all the work of the Federal or Federally assisted construction contractor or subcontractor is covered, whether the work is being performed for a contract to which the specification applies or not. Therefore, a contractor with work in SMSA "X" would apply the goal for SMSA "X" for that work. The same contractors however, would apply the SMSA "Y" goal to all his/her work in SMSA "Y", even though the Contractor's work in SMSA "Y" is neither Federal nor Federally assisted.
2. **Participation of Minority Women.** The Contractor and required subcontractors will be permitted to count minority women belonging to one of the recognized minority groups listed in Article I of this specification as satisfying both the minority goal for each designated geographic area and the overall female goals. Conversely, nonminority women will only count toward satisfying the overall female goal.

**V. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).**

- A. Whenever the Contractors or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he/she shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation set forth herein.
- B. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, his/her affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.

1. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with his/her obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which he/she has employees.
  2. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
- C. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p. Article V, of these specifications. The goals set forth in the specifications are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which he/she has employees in the covered area. The Contractor is expected to make substantially uniform progress toward his/her goals in each craft during the period specified.
- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training program, approved by U.S. Department of Labor.
- F. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluations of the Contractor's compliance with these specifications shall be based upon his/her effort to achieve maximum results from his/her actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
1. Endure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project.
    - a. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of, and carry out, the Contractor's obligations to maintain such a working environments with specific attention to minority or female individuals working at such sites or such facilities.
  2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual.
    - a. If such individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
  4. Provide immediate written notification to the Director, when the union or unions with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or women sent

by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet his/her obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Training programs may be specifically required elsewhere in the contract documents. The Contractor's responsibility for training opportunities is not necessarily limited to training programs that are specifically required. The Contractor shall provide notice of these programs to the sources compiled under 6b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting his/her EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees, at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel, such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained, identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussion the Contractor's EEO policy, with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct the Contractor's recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after schools summer, and vacation employment to minority and female youths both on the site and in other areas of the Contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation, of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

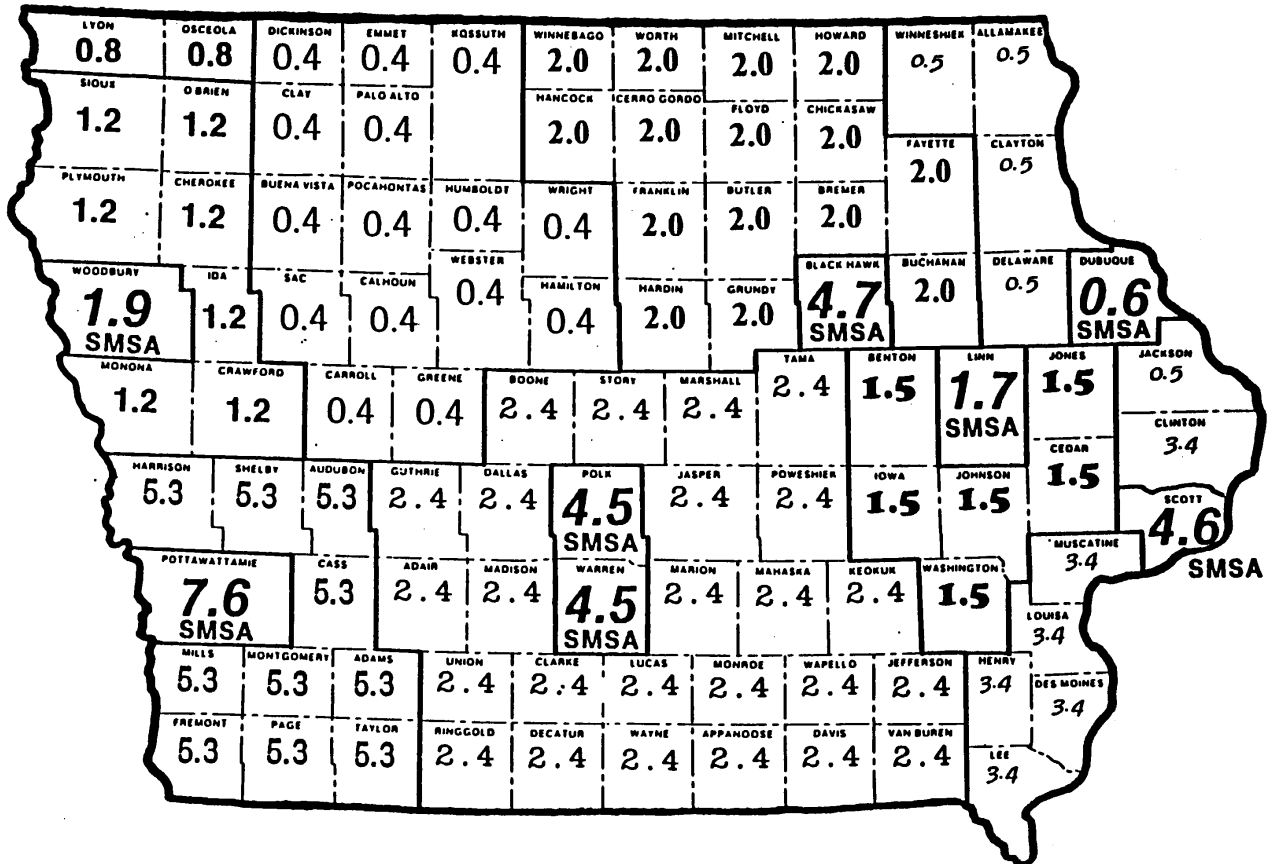
15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  16. Conduct a reviews at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G.** Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p).
1. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 6a through p of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet his/her individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.
  2. The obligation to comply, however, is the Contractor's, and failure of such group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- H.** A single overall goal for women and goals for minorities in each designated area are included in Article IV of these specifications. The Contractor is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved the goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group or women are underutilized.
- I.** The Contractor shall not use the goal, or affirmative action standards to discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- J.** The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts, pursuant to Executive Order 11246.
- K.** The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- L.** The Contractors in fulfilling his/her obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from his/her efforts to endure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M.** The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records.
1. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.

2. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractor shall not be required to maintain separate records.
- N. Nothing herein provided shall be construed as a limitation upon the application of other Iowa which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **VI. SUPPLEMENTAL REPORTING REQUIREMENTS.**

- A. The Contractor and subcontractors are required to make available upon request its Affirmative Action Program containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of the provisions shall be regarded as a material breach of contract.
- B. The Contractor will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate the number of minority and nonminority group members and women employed in each work classification on the project. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department of Natural Resources and any Federal Agency funding any part of this project.

"Minority employment goals are expressed as a percentage (%) of total hours worked for each craft and/or trade in each county."



PART 0 - GENERAL

0.01 RELATED DOCUMENTS

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

0.01 GENERAL

- A. The General Conditions of the contract are the General Covenants and Provisions bound within.
1. These General Covenants and Provisions are herein modified or supplemented by this Supplementary Covenant and Provisions.
  2. Articles of the General Covenant and Provision not directly affected by this section remains in full force as written, unless exceeded in requirements herein or elsewhere in these Specifications.

0.03 DEFINITION OF TERMS

- A. Article 1100.03 "Definition of Terms" is supplemented and modified as follows:

B.

1. General: A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
2. Imperative Language: Used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities, which must be fulfilled indirectly by Contractor, or when so noted, by others.
3. Chief Engineer: This term will apply to the Chief Engineer of the Department of Natural Resources.
4. Project Engineer: The Project Engineer will be the reviewing and approving authority for all equipment, material or systems to be used in the construction as specified herein. Unless otherwise specified, no material, equipment or systems or components of systems will be used or installed on this project without written approval. The Project Engineer will be the individual, regardless of the title actually used, listed in the special notice to bidders as the contact for questions concerning design, plans and specifications. This term shall mean Stanley Consultants, Inc. of Des Moines, Iowa.

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5. DNR Construction Inspector: The Department of Natural Resources Construction Inspector will be the direct representative of the department at the project location with the authority to verify compliance with the provisions of each and all divisions of this Project Manual. Contact the DNR Construction Inspector regarding questions on site review, inspections and project coordination.
6. Procurement Supervisor: The Procurement Supervisor will answer all questions regarding Bidding and Contract Procedures.
7. General Requirements: The provisions of requirements of Division-1 sections. General requirements apply to entire work of Contract and, where so indicated, to other elements which are included in project.
8. Indicated: The term "indicated" is a cross-reference to details, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
9. Directed, Requested,...: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "directed by Engineer," "requested by Engineer," etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.
10. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved," will be held to limitations of Engineer's responsibilities and duties as specified in General Covenants and Provisions and Supplementary Covenants and Provisions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
11. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on Drawings, and may or may not be identical with description of land upon which project is to be built.
12. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
13. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.



14. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
15. Installer: The entity (person, firm...) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in portions of the work they are to accomplish.

#### PART 1 - INSTRUCTIONS TO BIDDERS

##### 1.01 GENERAL

- A. Article 1101.101 "General" is supplemented and modified as follows: Add:

**F. All Bidders must complete and return Form 5700-49 with their bids (See 00310).**

##### 1.02 DRAWINGS AND SPECIFICATIONS

- A. Article 1101.02 "Drawings and Specifications" is supplemented and modified as follows:

1. The Drawings and Specifications which are enumerated in the Index of drawings and Table of Content of this project manual are part of this contract.

##### 1.07 ESTIMATE OF QUANTITIES

- A. Article 1101.07 "Estimate of Quantities" is supplemented and modified as follows:

1. Estimated quantities are minimum quantities required. Bidding contractors shall determine their own quantities as required to complete the work to provide a total bid for a complete and proper project.

##### 1.14 AWARD OF THE CONTRACT

- A. Article 1101.14 "Award of the Contract" is supplemented and modified as follows: Delete paragraph B and C and replace with the following:

- B. The Department of Natural Resources Reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which will best serve the interests of the program for which Federal assistance is awarded.
- C. If, at the time this contract is to be awarded, the lowest proposal submitted by a qualified, responsible bidder is in the best interest of the program, the contract will be awarded, and the bidder to whom the award is made will be promptly notified after the Department of Natural Resources meeting.

#### PART 4 - SCOPE OF WORK

##### 4.03 INCREASED OR DECREASED QUANTITIES

- A. Article 1104.03 "Increased or Decreased Quantities" is supplemented or modified as follows:
  1. The Contractor shall be responsible for furnishing all labor, equipment and material

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necessary to complete all the work required for this project. There will be no additional compensation for any increases of quantities determined to be necessary by the Engineer/DNR Construction Inspector to accomplish the intent of these contract documents.

4.10 PERMITS AND ARRANGEMENTS WITH OTHER GOVERNMENTAL AGENCIES

- A. Article 1104.10 "Permits and Arrangements with Other Governmental Agencies" is supplemented and modified as follows:
1. Contractor shall take out and pay for any building permit which may be required, secure and pay for all permits, certificates and licenses required to prosecute the work, and shall arrange for and pay for all inspections required by local authorities.
  2. Apply and pay for NPDES Stormwater Discharge Permit (IDNR's General Permit No. 2) for Construction Operation, as required by EPA regulations dated March 10, 2003, for any land-disturbing activity which will disturb an area of one or more acres, with the Iowa DNR.
    - a. Permits are available from the IDNR Storm Water Coordinator, Wallace State Office Building, Des Moines, Iowa, 50319. (Tel. (515)281-7017.

4.13 DRAWINGS AND SPECIFICATIONS

- A. Article 1104.13 "Drawings and Specifications" is supplemented and modified as follows:
1. The Contractor shall be responsible for distributing to all involved in this project, Drawings and Specifications in quantities reasonably necessary for the completion of the portion of work they are responsible for. No additional payment will be made for shortcomings resulting from misunderstanding of Contract Documents due to any shortage of information between General Contractor, Subcontractors, and Material Suppliers.

4.14 THE CONTRACTING AUTHORITY'S RIGHT TO OCCUPY

- A. Article 1104.14 "The Contracting Authority's Right to Occupy" is supplemented and modified as follows: Add:
- B. Personnel of the Iowa Department of Natural Resources, the assisting Federal Agency, and the Iowa Department of Economic Development shall be allowed access to all area of the work site as required for the performance of their official duties.

4.15 CONSTRUCTION STAKES AND BENCH MARKS

- A. Article 1105.07 "Construction Stakes and Bench Marks" is supplemented and modified as follows:
1. The Contractor will be responsible for setting the necessary stakes to establish centerlines, slopes, alignment, grade and other stakes as required for construction.
  2. The Contractor shall assume full responsibility for the accuracy and correctness thereof.

PART 6 - CONTROL OF MATERIALS

6.03 SAMPLES AND TESTS

- A. Article 1106.03 "Samples and Tests" is supplemented and modified as follows:
1. All testing required by the contract documents or the DNR Construction Inspector shall be considered a part of the Contract and shall be paid for by the Contractor.

PART 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.05 FEDERAL PARTICIPATION

- A. Article 1107.05 "Federal Participation" is supplemented and modified as follows: Add:
- C. If the project involves federal assistance, comply with the following requirements.
1. Debarment and Suspension:
    - a. **All Bidders must complete and return Form 5700-49 along with their bid.**
    - b. On all federally assisted contracts and subcontracts in excess of \$25,000.00, any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Nonprocurement Programs will be prohibited from submitting a bid who is listed in this publication will be determined to be a nonresponsive bidder.
  2. Violation Facilities: On all federally assisted contracts and subcontracts in excess of \$100,000.00, the Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h) ), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 C.F.R. Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List of Violating Facilities.
  3. Energy Efficiency: On all federally assisted contract and subcontracts, the Contractor shall comply with mandatory standards and policies on energy efficiency contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
  4. Where federal assistance for a project involving construction is received, comply with the following additional requirements:
    - b. The Copeland Act: The Copeland (Anti-Kickback) Act, and the regulations of the Department of Labor under 29 CFR Part 3 prohibit Contractors and Subcontractors from inducing any person involved in your project to give up any part of the compensation to which that person is entitled under an employment contract.

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- c. The Contract Work Hours and Safety Standards Act: The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and the regulations for the Department of Labor under 29 CFR Part 5 require Contractors and Subcontractors to pay wages to laborers and mechanics on the basis of an eight hour work day and 40 hour work week and to pay at least time-and-a-half for work performed in excess of these time limitations. Also, the Act prohibits your contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary, or dangerous conditions (see 29 CFR Part 1926).
  - d. Convict labor: You may not use convict labor unless the convicts are on work release, parole, or probation (see 18 U.S.C. 436).
  - 5. Minority Business Enterprise/Women's Business Enterprise: Each contractor must fully comply with the requirements, terms, conditions of the Environmental Protection Agency's policy to award a fair share of subagreements to minority and women's businesses. The description of the affirmative steps to be taken are attached (See Region VII Procedures for Implementation of 40 CFR Part 33.240 attached).
  - 5. Anti-Lobbying Act of 1990: The contractor which is awarded the low bid for a federally assisted contract and subcontract in excess of \$100,000.00, will need to complete the attached certification (See Recipient Certification - Anti-Lobbying Act of 1990).
- C. Additional Requirements under DNR Federal Grant Agreements regarding Termination of Contracts: Where construction contracts are being funded in whole or in parts by federal government monies, the following shall apply:
- 1. Termination for Cause: The Department may terminate this Contract in whole or in part, at any time before the expiration date, whenever the Department has determined that the Contractor has materially failed to comply with the conditions of the Contract.
    - a. The Department shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date.
    - b. Payments made to the Contractor or recoveries by the Department under Contract terminated for cause shall be in accord with the legal rights and liabilities of the parties.
  - 2. Termination for Convenience: The Department or the Contractor may terminate the Contract in whole or in part when both parties agree that continuation of the Contract would not produce beneficial results commensurate with future expenditure of funds.
    - a. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
    - b. The Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

- c. The Contractor shall prepare and deliver to the Department copies of the final report summarizing the work performed and the results obtained to date.

E. Records:

1. Access to Records: The Department, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcription.
2. Retention of Records: All records in the possession of the Contractor pertaining to this Contract shall be retained by the Contractor for a period of three (3) years beginning with the date upon which the final payment under this Contract is issued.

PART 9 - MEASUREMENT AND PAYMENTS

9.01 MEASUREMENT OF QUANTITIES

- A. Article 1109.01 "Measurement of Quantities" is supplemented and modified as follows:

1. For the purpose of this project, Contract Quantities will be quantities determined by Contractor and submitted to Engineer as price breakdown within 30 days after the award of contract.

9.03 ADJUSTMENT IN CONTRACT PRICE

- A. Article 1109.03 "Adjustment in Contract Price" is supplemented and modified as follows:

1. No adjustment in contract price shall be made unless the increase or decrease of quantity is due to an alteration of Contract Documents after the Contract is awarded.
2. Changes in contract resulting in a decrease in the Scope of the Work shall be computed on the basis of Contractor's price breakdown, and rebated to the Contracting Authority.
3. Additional work determined to be necessary but not covered by the Contract shall be computed on the basis of the price breakdown or as outlined in 1109.04, as applicable, and paid for by the Owner.

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SUPPLEMENTARY COVENANTS AND PROVISIONS

9.10 SUBMITTAL REQUIRED BEFORE FINAL PAYMENT

- A. Article 1109.10 "Submittals Required Before Final Payment" is supplemented and modified as follows:
1. Submit to the Engineer or the DNR Construction Inspector all submittals required in Section 01300 before final payment can be made, unless otherwise specified.
  2. Other submittals may be required in other sections.

**END OF SECTION 00811A**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY OF WORK:

A. Work Covered by Contract Documents:

1. Name of the project is "Honey Creek State Park –Restroom Building Replacement", Project Number 18-05-04-01. Drawings and Specifications are dated November 29, 2017.
2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
  - a. This project consists of the demolition of existing structures, placement of precast restrooms, plumbing and electrical, site concrete, and site restoration.

B. Occupancy:

1. Owner: The DNR shall have the right to enter the building or work site and store or attach such fixtures or furniture as it may elect, or to do other work providing that such storage or work will not interfere with the completion of the Contractor's work. Such occupancy by the DNR shall in no way imply final acceptance of any portion of the Contractor's work.

1.04 MEASUREMENT AND PAYMENTS:

- A. Measurements and payments shall be in accordance with Section 01250 of these specifications.
- B. Before ordering any fabricated material or doing any work, verify all measurements at the project site. No additional compensation will be allowed because of difference between actual dimensions and the measurements indicated on the drawings. Report any difference immediately to the DNR for instructions before proceeding with the work.

1.06 COORDINATION:

A. Project Coordination:

1. Take out and pay for any building permit which may be required, secure and pay for all permits, certificates and licenses required to prosecute the work, and arrange and pay for all inspections required by local authorities.

2. Visit the site, compare the Drawings and Specifications with any work in place, and verify all conditions, including other work, if any, being performed. Failure to visit the site will in no way relieve the Contractor from necessity of furnishing any materials or performing any work that may be required in accordance with Drawings and Specifications.
- B. Job Site Administration: Take complete charge of work under this contract. Coordinate the work of all trades and all phases of general, structural, plumbing, mechanical, and electrical work.

1.07 FIELD ENGINEERING:

- A. Provide such field engineering services as are required for a proper completion of the work.
1. Immediately upon entering project site for the purpose of beginning work:
    - a. Establish actual project location, set back and side yards, if any, with the DNR Construction Inspector.
    - b. Establish and maintain all lines and levels.
- B. Additional requirements for field engineering may also be described in other sections of these specifications.
- C. Verify all figures shown on Drawings before laying out work and report all discrepancies to the DNR Construction Inspector. Contractor will be held responsible for any error resulting from failure to do so.

1.09 ABBREVIATIONS AND SYMBOLS:

- A. Reference to a technical society, institution, association, or government authority is made in the Specifications in accordance with the following abbreviations:

|        |   |
|--------|---|
| AAMA   | Architectural Aluminum Manufacturers Association                          |
| AASHO  | American Association of State Highway Officials                           |
| ACI    | American Concrete Institute   |
| AIA    | American Institute of Project Engineers                                   |
| AIEE   | American Institute of Electrical Engineers                                |
| AISC   | American Institute of Steel Construction                                  |
| AISI   | American Iron and Steel Institute   |
| ALS    | American Lumber Standards   |
| APA    | American Plywood Association  |
| ATI    | Asphalt Tile Institute  |
| ASHRAE | American Society of Heating, Refrigerating and Air Conditioning Engineers |
| ASME   | American Society of Mechanical Engineers                                  |
| ASTM   | American Society for Testing and Materials                                |
| AWI    | Project Architectural Wood Work Institute                                 |
| AWPA   | American Wood Preservers' Association                                     |
| AWS    | American Welding Society  |



|       |  |
|-------|--|
| CS    | Commercial Standard, U.S. Department of Commerce                 |
| FGJA  | Flat Glass Jobbers Association                                   |
| FS    | Federal Specification  |
| GA    | Gypsum Association   |
| IES   | Illuminating Engineering Society                                 |
| MIA   | Marble Institute of America                                      |
| MLMA  | Metal Lath Manufacturers Association                             |
| MS    | Military Specification   |
| MSTD  | Military Standard  |
| NAAMM | National Association of Metal Manufacturers, The                 |
| NHLA  | National Hardwood Lumber Association                             |
| NBFU  | National Board of Fire Underwriters                              |
| NBS   | National Bureau of Standards                                     |
| NEC   | National Electric Code of NBFU                                   |
| NFPA  | National Fire Protection Association                             |
| NLMA  | National Lumber Manufacturers Association                        |
| NTMA  | National Terrazzo and Mosaic Association, Inc.,                  |
| NWMA  | National Woodwork Manufacturers Association                      |
| SDI   | Steel Deck Institute   |
| SSPC  | Steel Structures Painting Council                                |
| SCPI  | Structural Clay Products Institute                               |
| SPR   | Simplified Practice Recommendations, U.S. Department of Commerce |
| TCA   | Tile Council of America  |
| UL    | Underwriters' Laboratories, Inc.                                 |
| USA   | United States of America Standards Association                   |

#### 1.13 PROJECT MEETINGS:

- A. Preconstruction Conference: Soon after award of contract and prior to the start of construction, attend a preconstruction conference with the representative of the Owner to define the requirements for contract administration and construction operation.
  - 1. Contact the DNR Construction Inspector who will determine the time, date and place of the conference.
- B. Progress Meetings: The Contractor or the Contractor's representative shall be available at the job site to meet with the DNR Construction Inspector, as frequently and as arranged during the preconstruction conference, to discuss work progress.
  - 1. Give verbal report of progress, discuss work schedule, and present all conflicts, discrepancies and other difficulties for resolution.

#### 1.16 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extension of provisions in other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Project Engineer that such temporary activity is not required for successful completion of the work and compliance with contract documents.

- B. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have replaced the need.
- C. Temporary Utilities: The types of services required may include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; comply with service companies recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
  - 1. Sanitary Facilities:
    - a. Temporary Toilets: When such or permanent facilities do not exist, provide and maintain toilets for use by workers. Keep toilets in sanitary condition.
    - b. Temporary toilet facilities shall meet OSHA requirements.
- D. Security:
  - 1. Protection of Work and Property:
    - a. Place and maintain such barricades as may be necessary to prevent public access to the project site at no cost to the Owner.
- E. Options and Substitutions:
  - 1. Bid shall include all equipment, materials, and services as specified, noted on the Drawings or required for a complete and proper installation.

1.19 CONTRACT CLOSEOUT:

- A. Final Cleaning:
  - 1. Remove waste material and rubbish caused by the Work and leave all work clean and free of debris of any kind.
  - 2. Keep the site and access road reasonably clean and free of rubbish or waste material in order that the work may progress efficiently. Remove such rubbish or waste material entirely from the premises at each time of such cleaning.
  - 3. When the Work is completed and ready to turn over to the Owner, leave such work clean. This applies to all areas affected by contract work.
  - 4. On completion of the Work, thoroughly police and clean-up the premises surrounding the building.
- B. Final Inspection:

1. Request a final inspection in writing, at least ten days prior to the anticipated date of completion, from the DNR Construction Inspector.
2. Work will not be considered ready for final inspection until all the work has been completed and the Contractor has certified that all items are properly operating and in strict compliance with the Contract Documents.
3. The Contractor or project supervisor shall be at the job site during the final inspection.
4. After the inspection, the DNR Construction Inspector will present the Contractor a list of items not meeting contract requirements which must be made acceptable before final payment is made.

END OF SECTION 01000

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 DESCRIPTION OF WORK:

- A. Provide such field engineering services as are required for proper completion of the work including, but not necessarily limited to:
  - 1. Establishing and maintaining lines and levels;
  - 2. Structural design of shores, forms, and similar items provided as part of the Contractor's means and methods of construction;
  - 3. Establishing finish grade stakes (including blue tops) as necessary;
- B. Additional requirements for field engineering may also be described in other sections of these specifications.

1.03 REFERENCES:

- A. Refer to Section 1105.07 "Construction Stakes and Bench Marks" of the General Covenants and Provisions for assignment of responsibilities for the Owner and Contractor.

1.04 SUBMITTALS:

- A. Comply with pertinent provisions of Section 01300, if applicable.

1.05 PROCEDURES:

- A. In addition to procedure directed by the Contractor for proper performance of the Contractor's responsibilities:
  - 1. Locate and protect control points before starting work on the site.
  - 2. Preserve permanent reference points during progress of the work.
  - 3. Do not change or relocate reference points or items of the work without specific approval from the DNR Construction Inspector.
  - 4. Promptly advise the DNR Construction Inspector of a lost, destroyed, or reference point-requiring relocation due to other changes in the work.

- a. When directed by the DNR Construction Inspector, replace referenced stakes at no additional cost to the Owner.
- B. Meet with DNR Construction Inspector to establish actual building location, set backs, and side yards, if required.

END OF SECTION 01050

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 LUMP SUM / UNIT PRICE BID:

- A. Bid each item on a Unit Price basis or Lump Sum basis as required, including furnishing all labor, equipment and materials necessary to complete all the work indicated in the Contract Documents.

1.03 QUANTITIES:

- A. Various estimated quantities are furnished within the Contract Documents to assist the Contractor in reviewing the Project prior to bidding. The estimated quantities are not intended to be used by the Contractor as sole basis for determining the scope and volume of the work. The Contractor is responsible for verifying all quantities necessary to submit bids for the construction of a proper and complete project.

1.04 MEASUREMENT:

- A. The contractor is responsible for constructing the project to the final lines and grades shown. Owner will measure construction units only to ensure that at least minimum quantities have been properly installed.

1.05 SCOPE:

- A. Each item in the Bidder's Proposal Schedule of Prices will be paid at the unit or lump sum price. The price for each item shall be considered full compensation for furnishing superintendence, overhead, bonds, insurance, mobilization, testing and profit necessary to complete the construction of the item of the project listed in the Bidder's Proposal.
- B. It is not the intent of the Bidder's Proposal to itemize each and every item and system required. Items required for project completion and not specifically mentioned in Bidder's Proposal shall be included with items which they would be considered subsidiary.

1.06 ESTIMATED QUANTITIES:

- A. The items and quantities described above, as well as others listed throughout the Contract Documents, are provided for the bidder's review and consideration. The quantities listed herein are not guaranteed by the owner or the Project Engineer to be totally accurate nor to include all items of work. They are provided for the bidder's

convenience to assist in the preparation of the bid. The bidder is responsible for preparing his own quantity takeoff and bid preparation.

END OF SECTION 01250

MEASUREMENT AND BASIS OF PAYMENT  
01250-2

2/6/2012

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 SUMMARY:

- A. Provide submittals required in this Section, refer to technical specification for submittal requirements for each section of the work to be performed.

1.03 PROGRESS SCHEDULE:

- A. Submit a project schedule to the Project Engineer for approval within 30 days after award of contract, but not later than the contract start date. The type of schedule required is at Contractor's option.
- B. Prepare an approved, reproducible form and include the following:
  - 1. Breakdown of work activities in categories so approved and segmented as necessary to allow close monitoring of progress of the work during construction.
  - 2. Order of the work necessary to meet time for completion.
  - 3. Breakdown of the work schedule of all subcontractors scheduled in cooperation with Contractor's work.
  - 4. Anticipated monthly value for work completed.
  - 5. Space for the additional display of actual performance on the schedule.
- C. After necessary revisions have been made and approved, present one print of schedule to each subcontractor and three copies to the Owner.
- D. Upon request, update the schedule to reflect changes required by actual conditions and indicate actual work completed. Provide same number of copies as required for original submission.
- E. Payment will be withheld until progress schedule in acceptable form has been received by Project Engineer.

1.04 PRICE BREAKDOWN:



- A. Within 30 days after award of contract, but not later than the contract start date, submit to the Project Engineer for approval a price breakdown of major lump sum bid items into smaller components for the purpose of determining monthly progress payments.
- B. Include profit and overhead prices in each item.
- C. Payment will be withheld until receipt of price breakdown.
- D. Provide breakdown as follows:
- E. Items listed above include, but are not limited to, the following:

1.05 SHOP DRAWINGS AND MANUFACTURER'S LITERATURE:

- A. Prior to installation of any item specified as requiring submittal, submit two (2) copies for Owner's use plus the number required for return to the Contractor, of manufacturer's literature containing detailed specifications and performance data, or shop drawings fully describing the items showing fabrication, layout, setting or erection details, including erection plan and details as required.
- B. Number all submittals consecutively . Resubmittals shall bear the original submittal number plus a letter suffix: Example - #30A is the first resubmittal of item #30; #30B is the second resubmittal, etc.
- C. Shop drawings used at site must be approved by the Project Engineer.
- D. Do not construe the approval of shop drawings to be a complete check. This approval will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility to comply with all terms and conditions of the plans and specifications. The Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

1.06 SAMPLES:

- A. Submit in Duplicate:
- B. Provide samples of sufficient size to permit an accurate appraisal of color, texture, finish, workmanship, and other appropriate characteristics.
- C. Submit samples with shop drawings when both are required.
- D. Field Samples and Mock-Ups:
  - 1. Erect mock-ups at location acceptable to the DNR Construction Inspector, at project site.
  - 2. Construct each sample or mock-up complete to the dimension indicated, including work of all crafts required in finish work.

1.07 QUALITY ASSURANCE:

A. Coordination of Submittals:

1. Prior to submitting required material, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and its submittal conform in all respects with the specified requirements.
3. Prior to sending submittals to Project Engineer, the stamp and sign each submittal, certifying that they conform in all respects with the specified requirements.

B. Substitutions:

1. The contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed with the Project Engineer prior to the bid date, and when substantiated by Contractor's submittal of required data within 35 calendar days after award of contract.
2. The following products do not require further approval except for interface within the work:
  - a. Products specified by reference to standard specifications such as ASTM or similar standards.
  - b. Products specified by manufacturer's name and catalog model number for which another product is not substituted.
3. Do not substitute materials, equipment or methods unless such substitutions have been specifically approved in writing.

C. Or Equal:

1. Where the phrase "or equal," or "or equal as approved by the Project Engineer," occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically approved for this work by the Project Engineer.
2. The Project Engineer's decision shall be final.

1.08 RESUBMISSION REQUIREMENTS:

A. Shop Drawings:

1. Revise initial Drawings as directed and resubmit in accordance with submittal procedures.
2. Indicate on Drawings all changes which have been made in addition to those requested by the Project Engineer.

- B. Product Data and Samples: Resubmit new data and samples as specified for initial submittal.
- C. Make all resubmittals within 7 calendar days after date of Project Engineer's previous review.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:

- A. Project Engineer will distribute copies of shop drawings and product data, after review, to:
  - 1. DNR Construction Inspector (1 copy)
  - 2. Project Engineer's File (1 copy)
  - 3. General Contractor (remaining copies)
- B. Project Engineer will distribute samples in accordance with requirements.

1.10 CONTRACTOR RESPONSIBILITIES:

- A. Review shop drawings, product data, and samples prior to submission to the next level of control.
- B. Verify:
  - 1. Field dimensions.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of:
  - 1. The work.
  - 2. The contract documents.
  - 3. The work of other contractors.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Project Engineer's review of submittals.
- E. Notify Project Engineer, in writing, of proposed deviations in submittals from contract requirements, prior to or at the time of submission.
- F. Contractor's responsibility for deviations in submittals from contract document requirements is not relieved by Project Engineer's review of submittals.
- G. Do not begin any work which requires submittals without having Project Engineer's stamp and initials or signature indicating approval.

1.11 REQUIRED SUBMITTALS:

- A. All items listed in the project manual shall be submitted as well as all items in the construction drawings specifically mandating submittal or samples.

1.12 RECORD DRAWINGS:

- A. Provide and maintain at the project site, one complete set of prints of the project drawings. The drawings shall be kept in good, clean and readable condition.
- B. The project site drawings shall have neatly inscribed all changes in work including relocation of lines, valves and fixtures, change in type of materials, etc. Changes shall be noted with red pencil or red ink.
- C. Submit these corrected prints at time of final acceptance and prior to final payment. Note all data and changes on these record drawings in sufficient detail and clarity and provide information necessary for preparation of "as-built" drawings.
- D. Final payment will be withheld until a set of corrected prints of the record drawings has been received by the Project Engineer/DNR Construction Inspector.

1.13 GUARANTEES, WARRANTIES AND CERTIFICATES:

- A. Submit all guarantees, warranties and certificates prior to final payment.
- B. Refer to Section 01700 of these specifications.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Submit all operating and maintenance instructions to the DNR Construction Inspector prior to final payment.
- B. Refer to Section 01700 of these specifications.

1.15 CHANGE ORDER PRICE QUOTES:

- A. In the event of the need for change order, the DNR Construction Inspector will request a price quote from the Contractor for proposed changes to the contract.
- B. For evaluation purposes, the Contractor's quote shall be broken down to show the costs of labor and materials for each proposed category of work included with the change, along with the total cost for Contractor's overhead, profit and bond for the proposed change.
- C. All contract time extensions required as a result of a proposed change must be justified and supported in detail at the time of the proposal.

1.16 TEST REPORTS:

A. Refer to Section 01400 of these specifications.

1.17 DELIVERY TICKETS:

- A. Submit to the DNR Construction Inspector one legible copy of each delivery ticket for all material delivered to the construction site.
- B. The delivery ticket shall show brand name, catalog number and number of items received.

END OF SECTION 01300

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 SCOPE:

- A. Supplementary tests and reports required in this section with any tests, reports, and other information that may be required additionally in any section of the specifications.
- B. Inspection, sampling, and testing is required, but not limited to, the following:
  - 1. Section 03300 – Cast In Place Concrete
- C. Sampling and testing frequencies and requirements are to comply with IDOT IM-204.

1.03 TESTS BY INDEPENDENT TESTING LABORATORY:

- A. Testing Laboratory:
  - 1. Contractor to select and pay for an independent testing laboratory, acceptable to the Project Engineer, to perform specified services required by the contract.
  - 2. Employment of testing laboratory will in no way relieve Contractor's obligations to perform work in accord with the contract.
  - 3. Include in lump sum bid the cost for all testing services required. No separate payments will be made for testing. Include all associated costs in the various appropriate bid items. Project Engineer/DNR Construction Inspector will direct all tests. The Contractor shall pay the testing firm.
- B. Contractor Shall:
  - 1. Make available at no cost, all material to be tested.
  - 2. Provide labor necessary to supply samples and assist in making tests.
  - 3. Advise laboratory of the identity of material sources and instruct suppliers to allow inspections by laboratory.
- C. Testing laboratory shall:
  - 1. Submit written report promptly, covering each inspection and test to the Project Engineer, including:
    - a. Date issued.

- b. Project title and number.
  - c. Testing laboratory name and address.
  - d. Name and signature of laboratory technician.
  - e. Date of inspection and sampling.
  - f. Record of temperature and weather.
  - g. Date of test.
  - h. Identification of product and specification section.
  - i. Location of project.
  - j. Type of inspection or test.
  - k. Observations regarding compliance with Contract Documents.
2. Promptly notify Project Engineer of irregularities or deficiencies of work which are observed during performance of testing services.
  3. Perform additional services required by the Project Engineer/DNR Construction Inspector.
- D. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on, contract requirements.
  2. Approve or accept any portion of work.
  3. Perform any duties of the Contractor.
- E. Conduct tests in accordance with the requirements of the designated specifications or, where not specified, the latest appropriate standard of the American Society for Testing and Material.

1.04 LABORATORY SERVICES AND TESTS REQUIRED:

- A. Concrete:
1. Secure samples of aggregates Contractor proposes to use and test for compliance with specifications.
  2. Certify compliance with specification of cement proposed for use by the Contractor.
  3. Review concrete design mix proportions for the required concrete strengths using materials Contractor proposes to use on the project. Incorporate specified admixtures and not less than amount of cement specified. Perform appropriate laboratory tests, including compression tests of cylinders and slump test to substantiate mix designs. Submit one copy of report to the Project Engineer, one copy to the DNR Construction Inspector, and one copy to the Contractor, clearly indicating the results of the mix design review.
  4. When requested by the DNR Construction Inspector, inspect and test material during concrete work to substantiate compliance with specifications and mix requirements.
  5. Slump Test: The DNR Construction Inspector will require slump tests to be performed as he desires in accordance with the provisions of these specifications.
  6. Test Cylinders:

- a. Each test shall consist of a set of three cylinders provided by the Contractor. Sampling and testing frequencies and requirements are to comply with IDOT IM-204.
  - b. Provide a minimum of one set of test cylinders each day concrete is placed.
  - d. The Contractor shall make and cure test cylinders in conformity with ASTM C-31.
  - e. Note on record drawings placement locations represented by test cylinders.
- 7. Perform compression tests in accordance with applicable sections of IDOT specifications.
  - 8. Identify all test cylinders with symbols to indicate location on the job where concrete tests were made. Note on record drawings.
- C. Aggregate gradation and compaction as per applicable specifications.

1.05 CONTRACTOR'S RESPONSIBILITIES:

- A. Furnish product mix design to meet or exceed Contract Documents.
- B. Cooperate with laboratory personnel and provide access to work, as well as to manufacturer's operations.
  - 1. Monitor each inspection, sampling and test.
- C. Provide to laboratory, preliminary representative samples of material to be tested, in specified quantities.
- D. Furnish copies of mill test reports.
- E. Furnish verification of compliance with contract requirements for material and equipment.
- F. Furnish casual labor and facilities:
  - 1. To provide access to work to be tested.
  - 2. To obtain and handle samples at site.
  - 3. To facilitate inspections and tests.
  - 4. For laboratory's exclusive use for storage and curing of test samples.
- G. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests. Notify DNR Construction Inspector when work is ready for testing. Schedule testing after approval of the DNR Construction Inspector. The Department of Natural Resources will not pay for any testing scheduled without the DNR Construction Inspector's specific authorization.
- H. Correct work which is defective or which fails to conform to the Contract Documents in accordance with the general condition. Do not delay the project schedule or the work of other contractors with corrective work.



- I. Pay all costs of re-testing when test results indicate non-compliance with contract requirements.
- J. Patch all surfaces and areas disturbed by testing operations.

END OF SECTION 01400

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 WEATHER PROTECTION:

A. General:

- 1. Provide necessary protection against weather to maintain all materials, apparatus, fixtures, and work free from damage whether in shipment, in storage, or in place.
- 2. Do not perform wet work when temperature is below 40 degrees Fahrenheit or is forecast to be below 40 degrees Fahrenheit within the ensuing 48 hours, except when work is properly protected and sufficient heat is provided.

B. Heat Provision:

- 1. When heat is required for proper weather protection, provide temporary enclosures of work and acceptable means to provide sufficient heat to maintain a temperature of not less than 50 degrees Fahrenheit. Provide higher temperatures when required by these specifications.
- 2. Use only heating apparatus and fuels of approved safe types. Keep equipment and surroundings in a clean, safe condition. Use flame resistant tarpaulins and other materials for temporary enclosure of space. Use vented heaters only.

1.03 TEMPORARY UTILITIES:

A. Electricity, Lighting and Heating:

- 1. Provide such temporary service as may be required for construction purposes with required distributing facilities and meter.
- 2. Pay the cost of all electrical energy used on this part of the project until completion of the contract. If partial occupancy by the Owner occurs prior to completion, the Owner will pay proportional share of electrical energy used.
- 3. Provide light bulbs required for all temporary construction lighting and replace when necessary.
- 4. Use no temporary service material in permanent system without written approval of the Owner. When temporary electrical lines are no longer required, remove them

and restore any parts of buildings or grounds damaged by such removal to original condition.

5. Provide and maintain temporary lighting at barricades as required for safety.

6. Provide any heating required by these specifications.

B. Telephone:

1. Provide and pay all charges for telephone service.

C. Water:

1. Provide, protect, and maintain an adequate water supply for use on the project for construction purposes, either by means of the permanent water supply line or by installing a temporary waterline as may be required.

2. Install, valve, maintain, and protect such water supply lines as may be required.

3. Remove temporary lines when they are no longer required. Restore to original condition any part of grounds or buildings damaged by removal.

4. Pay the cost of all water used on this portion of the project until final completion of the contract.

D. Toilets:

1. Provide and maintain suitable, weather tight, painted sanitary toilet facilities for all workers during construction period. When toilet facilities are no longer required, promptly remove from site. Disinfect, clean or treat the area as required.

2. Provide and maintain facilities in accordance with requirements of applicable local and state health authorities and OSHA.

3. Keep all toilet facilities clean and supplied with toilet paper at all time.

1.04 OPERATION AND STORAGE AREAS:

A. All operations of the Contractor (including storage of materials) upon premises shall be confined to areas authorized or approved by the DNR.

B. Premises adjacent to the construction will be made available for use by the Contractor without costs whenever such use will not interfere with other uses or purposes.

C. Do not enter on or occupy with personnel, tools, equipment, or material any ground outside the DNR's property without the written consent of the owner of such ground.

D. Other contractors and employees or agents of the DNR may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall conduct

his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

- E. Provide and maintain weather tight storage sheds for own use.
- F. Provide storage sheds with substantial floors raised a minimum of six (6) inches above the ground.
- G. Locate all storage sheds as approved by the DNR Construction Inspector.
- H. Completely remove from site after completion of work.

1.05 PROTECTION AND RESTORATION:

- A. General: Protect all structures, including walks, pipelines, trees, shrubbery, and lawns during the progress of the work; remove from the site all debris and unused materials; and, upon completion of the work, restore the site as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been damaged.

1.06 ACCESS ROADS:

- A. Temporary Roads and Storage Areas:
  - 1. Construct and maintain all temporary access roads and storage areas required. Locate and construct all roads, ramps, mats, storage areas, and similar items in a manner approved by the Owner and provide overall management of available site areas.
- B. Laws and Regulations:
  - 1. Observe all laws and regulations of the local, county, and state authorities in the use of all public roads and highways for the transportation of materials and equipment in connection with work on the project. Observe all overhead construction, bridges, cables, and the like. Repair damage to roads, highways, overhead construction and similar off-site items, resulting from operations in connection with this project.

1.07 WATER CONTROL:

- A. Carry on construction work in a manner that will direct surface water away from the structures and away from adjoining property.
- B. Provide own means of pumping, well pointing or otherwise maintaining excavations free from ground water encountered. Provide means of properly conveying such water off the construction site.

1.08 PARKING:

- A. Make necessary provisions for parking of all employees on the project within the site limits. Include necessary access roads and maintenance of all roads and parking areas during construction period.
- B. Park vehicles to avoid interference with normal construction activities and to avoid interference with Owner's operation.

1.10 SAFETY:

- A. Provide at least one non-freezing-type fire extinguisher in each workshop and shed used for storage of materials on the premises. Place in readily accessible location.
- B. Provide and maintain a basic first aid kit.
  - 1. Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries.
  - 2. Advise workers of the location of first aid supplies.
  - 3. Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.

END OF SECTION 01500

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: The work consists of furnishing all labor, material and equipment for the control and prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set described herein, as indicated on the Drawings, specified herein, and as required for the construction of all work of this contract.
  - 1. Scope: The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.
  - 2. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract.
    - a. Confine activities to areas defined by the Drawings and Specifications.
- B. Related Sections: Drawings and General Provisions of the Contracts, including the General Covenants and Provisions, Supplementary Covenant and Provisions and General Requirements.

1.02 REFERENCES:

- A. Provide protection of Air Resources in accordance with the following state and local codes and rules: Iowa Department of Environmental Quality Act, Oh. 455B of the 1977 Code of Iowa; Iowa Department Rules, 1973 I.D.R. 267 et seq.

1.03 DEFINITIONS:

- A. Environmental pollution and damage: For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes.

1.04 QUALITY ASSURANCE:

- A. Quality Control: Establish and maintain quality control for environmental protection of all items set forth herein.
  - 1. Record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.
  - 2. Assure compliance of subcontractors with this section.

B. Regulatory Requirements:

1. Notification: The Project Engineer/DNR Construction Inspector will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, state or local laws, or regulations, permits and other elements of the Contractor's environmental protection plan.
2. After receipt of such notice, inform the Project Engineer/DNR Construction Inspector of proposed corrective action and take such action as may be approved.
3. If the Contractor fails to comply promptly, the Project Engineer/DNR Construction Inspector may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
  - a. No time extensions shall be granted such suspension.

C. National Pollutant Discharge Elimination System (NPDES): Contractor to provide a Notice of Intent (Form 1415) for application of a General Permit for Storm Water Discharge, file all necessary Forms and Drawings with the applicable Bureau of the DNR, and pay necessary application fees.(Required for sites of one acre or more)

1. For Storm Water General Permit Assistance: Contact (515)281-7017 or (515)281-8693 for information.

D. Pollution Control Training: Train personnel in all phases of environmental protection.

1. Include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control.

1.05 PROJECT/SITE CONDITIONS:

A. Environmental Requirements:

1. Protection of Land Resources: Prior to beginning construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area.

1.06 MAINTENANCE OF POLLUTION CONTROL FACILITIES:

- A. Maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

PART 2 - PRODUCTS

2.01 MATERIAL AND EQUIPMENT:

- A. Provide and maintain material and equipment necessary to perform the specified work.

PART 3 - EXECUTION

TEMPORARY POLLUTION CONTROLS  
01560-2

2/6/2012

3.01 EXAMINATION:

- A. Verification of Conditions: Prior to beginning construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area.
- B. Limits of Work Area:
  - 1. Mark the areas that are not required to accomplish work to be performed under this contract.
  - 2. Mark or fence isolated areas within the general work area which are to be saved and protected.

3.02 PROTECTION OF LAND RESOURCES:

- A. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Authority.
- B. Do not fasten nor attach ropes, cables, or guys to any trees for anchorage unless specifically authorized.
- C. Where such special emergency use is permitted, provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.03 PROTECTION OF MONUMENTS AND MARKERS:

- A. Protect monuments and markers before and during construction operations.
- B. Where construction operations are to be conducted during darkness, the markers shall be visible.
- C. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary object.

3.04 PROTECTION OF LANDSCAPE:

- A. Clearly identify trees, shrubs, vines, grasses land forms and other landscape features to be preserved by marking, fencing, or wrapping with boards, or any other approved techniques.

3.05 LOCATION OF FIELD OFFICES, STORAGE AND OTHER CONTRACTOR FACILITIES:

- A. Place field offices, staging areas, stockpile storage, and temporary buildings in areas approved by the Project Engineer/DNR Construction Inspector.
- B. Do not temporarily move or relocate Contractor facilities unless approved by the Engineer/DNR Construction Inspector.

3.06 DISPOSAL OF SOLID WASTES:



- A. Place solid wastes in containers to be emptied on a regular schedule.
  - 1. Conduct handling and disposal to prevent contamination.
  - 2. Transport all solid waste off state property and dispose of in compliance with Federal, state, and local requirements for solid waste disposal.

3.07 DISPOSAL OF CHEMICAL WASTE:

- A. Store chemical waste in corrosion resistant containers, remove from the work area and dispose of in accordance with Federal, state and local regulations.

3.08 DISPOSAL OF DISCARDED MATERIALS:

- A. Handle discarded materials other than those which can be included in the solid waste category as directed by the Contracting Authority.

3.09 PRESERVATION AND RECOVERY OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES:

- A. Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the Department and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor.
- B. Install protection and assume responsibility for the preservation of these resources as designated on the Drawings, or if not designated as necessary for their preservation.
- C. Report any unusual items that might have historical or archeological value, found or observed during construction activities as soon as practicable to the DNR Construction Inspector.

3.10 PROTECTION OF WATER RESOURCES:

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters.
- B. Implement applicable management techniques to control water pollution in accordance with the listed construction activities which are included in this contract.
- C. Installation, maintenance and removal of water pollution control methods and materials to be incidental to other items of work on the project, unless a specific Bid Item for Erosion Control exists.
- D. Comply with detailed Project Plans for temporary erosion control procedures to be performed on this project.

3.11 PROTECTION OF FISH AND WILDLIFE RESOURCES:

- A. Keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife.

- B. List species that require specific attention along with measures for their protection prior to beginning of construction operations.

3.12 PROTECTION OF AIR RESOURCES:

- A. Keep construction activities under surveillance, management and control to minimize pollution of air resources. Perform or operate activities, equipment, processes, and work to accomplish the specified construction in strict accordance with the State of Iowa and all Federal emission and performance laws and standards.
- B. Implement special management techniques as set out below to control air pollution by construction activities.
  - 1. Control of Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities at all times, including weekends, holidays and hours when work is not in progress.
    - a. Maintain all work areas within or outside the project boundaries free from particulates which would cause the applicable air pollution standards to be exceeded or which would cause a hazard or a nuisance.
    - b. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area.
    - c. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times, The Contractor must have sufficient competent equipment available to accomplish this task.
    - d. Perform control of particulates as the work proceeds and when ever a particulate nuisance or hazard occurs.
  - 2. Control hydrocarbons and carbon monoxide emissions from equipment in accordance with Federal, State and local allowable limits at all times.
  - 3. Control odors at all times for all construction activities.
  - 4. Assume responsibility for monitoring of air quality throughout the entire areas affected by the construction activities.

3.13 PROTECTION OF SOUND INTRUSIONS:

- A. Keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.14 MOSQUITO CONTROL:

- A. During dredging and due to large areas of shallow water in the disposal area, mosquito breeding must be controlled.

- B. Deposit dredge material to minimize stagnant water pools.
- C. Conduct non-aerial spraying or other methods of application of EPA approved chemicals to control mosquito breeding.

3.15 CLEANING:

- A. Post Construction Clean Up: Cleanup all areas used for construction.
- B. Restoration of Landscape Damage: Restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas, in accordance with the plan submitted for approval by the Contracting Authority.

END OF SECTION 01560

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 MATERIAL:

- A. All materials, equipment, and other items incorporated in the work of this project must be new, and both materials and workmanship of best grade of their respective kinds.
- B. To assure ready availability of materials, parts, or components for repair, replacement or future expansion purposes, all materials, equipment, and related components must be obtained from sources which maintain a regular, domestic stock.
- C. Throughout all sections of these specifications, provide other material not specifically described but required to provide Owner with a complete and proper installation of all phases of the work of this contract. Select these materials subject to the approval of Project Engineer/DNR Construction Inspector.

1.03 ITEMS NOT IN CONTRACT:

- A. All items indicated "N.I.C." on drawings or specifications are items not included in this contract.
- B. Provide necessary provisions in the work of this project to permit proper installation of "N.I.C." items.

1.04 TRANSPORTATION AND HANDLING:

- A. Provide protection against damage for all materials during delivery to and storage at the site.
- B. Handling of all materials and equipment shall be such as will prevent damage to such material and/or equipment.
- C. Replace or repair to the satisfaction of the DNR Construction Inspector, all items damaged because of Contractor's failure to properly protect during transportation and handling, when on or off the project site, at no additional cost to the Owner.

1.05 STORAGE AND PROTECTION:

- A. Protect all materials, work, and equipment against damage at all times.

- B. Refer to Section 01500 for requirements for storage sheds. Store all materials that might be damaged within storage sheds.

END OF SECTION 01600

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 CLEANING UP:

- A. Keep premises free of accumulation of surplus materials and rubbish from contractor and subcontractor operations.
  - 1. Remove all rubbish from premises.
- B. Remove rubbish weekly and at other times as required by the DNR Construction Inspector. Keep interior of building free at all times of unattended combustible rubbish.
- C. Immediately prior to final inspection:
  - 1. Clean all surfaces to condition acceptable for immediate occupancy.
  - 2. Remove all marks, stains, fingerprints, paint droppings, and other foreign matter from all finished items.

1.03 GUARANTEES, BONDS AND AFFIDAVITS:

- A. Submit all written guarantees, bonds and affidavits required to the Owner prior to final payment.
- B. Guarantees shall extend the full period of the required guarantee period after:
  - 1. Replacement of work found defective during guarantee period.
  - 2. Repair of inoperative items or adjustments to proper working conditions of items not operating properly at time of inspection at final completion.

1.04 RECORD DRAWINGS:

- A. Required prior to final payment. Refer to Section 01300 of these specifications. Submit to DNR Construction Inspector.

1.05 SHOP DRAWINGS:

- A. Refer to Section 01300 of these specifications.

1.06 TESTS:

- A. Complete all tests required to prove actual operating performance of equipment and systems incorporated into the project. Refer to Section 01400 of these specifications.
- B. Submit reports of all tests to the Owner prior to final payment.

1.07 MAINTENANCE AND OPERATING:

- A. Refer to Section 01730 of these specifications, if applicable.

1.08 DAMAGE TO EXISTING STRUCTURES:

- A. Prior to final acceptance by the Owner, repair or otherwise return to original condition any parts of the existing facilities which have been damaged during construction.

1.09 FINAL INSPECTION:

- A. Request a final inspection in writing, at least ten days prior to the anticipated date of completion, from the DNR Construction Inspector.
- B. Work will not be considered ready for final inspection until all the work has been completed and the Contractor has certified that all items are properly operating and in strict compliance with the contract documents.
- C. The Contractor or his project supervisor shall be present at the job site during the final inspection.
  - 1. The DNR Construction Inspector will present the Contractor, after the final inspection, a list of any items not meeting contract requirements. This list will be confirmed in writing and all items listed must be made acceptable before final payment will be made.

END OF SECTION 01700

PART 1 - GENERAL

1.01 SUMMARY:

A. Section Includes: To aid the instruction of operating and maintenance personnel, and to provide a source of information regarding the systems incorporated into the Work, furnish and deliver the data described in this section and in pertinent other sections of these specifications.

1. Additional data requirements may be described in individual sections.

B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.

1.02 SUBMITTALS:

A. Comply with pertinent provisions of Section 01300.

B. Submit two copies of a preliminary draft of the proposed manual or manuals to the Engineer for review and comments.

C. Unless otherwise directed in other sections, or in writing by the Engineer, submit two copies of the final manual to the DNR Construction Inspector.

1.03 QUALITY ASSURANCE:

A. In preparing required data, use only personnel thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with this section's requirements, and sufficiently skilled in technical writing to communicate the essential data.

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS:

A. Where instruction manuals are required to be submitted under other sections of these specifications, prepare in accordance with the provisions of this section.

B. Format:

1. Size: 8-1/2" x 11"

2. Paper: White bond, at least 20 lb. weight

3. Text: Neatly written or printed



4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
  5. Flysheets: Separate each portion of the manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
  6. Binding: Use heavy-duty plastic or fiberboard covers with 3-ring binders. All binding is subject to the Owner's approval.
  7. Measurements: Provide all measurements in U.S. standard units: feet-and-inches, lbs., and cfm.
- C. Provide front and back covers for each manual, using durable Owner's approved material, clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

- ( name and address of work )  
 ( name of contractor )  
 ( general subject of this manual )  
 ( space for approval signature of )  
 ( the owner and approval date )

- D. Contents include at least the following:
1. Neatly typewritten index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
  2. Detailed list of subcontractors, including address, phone number and product or equipment installed.
  3. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and reassembly.
  4. Complete nomenclature of all parts of all equipment.
  5. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
  6. Copy of all guarantees and warranties issued.
  7. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
  8. Such other data as required in pertinent sections of these specifications.

PART 3 - EXECUTION

3.01 INSTRUCTION MANUALS:

A. Preliminary:

1. Prepare a preliminary draft of each proposed manual.
2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
3. Secure the Architect's approval prior to proceeding.

B. Final: Complete the manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.

C. Revisions:

1. Following the instruction of operation and maintenance personnel, review all proposed revisions of the manual with the DNR Construction Inspector.

END OF SECTION 01730

**PART 1 - GENERAL**

1.01 SUMMARY:

- A. Section Includes: The work consists of furnishing all labor, material and equipment for the demolition of items described herein, as indicated on the drawings and as required for the construction of all work of this contract.
- B. Related Sections: Drawings and General Provisions of the Contracts, including the General Covenants and Provisions, Supplementary Covenant and Provisions and General Requirements.  
Section 02200 - Earthwork  
Section 02110 - Site Clearing

1.02 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this Section.

**PART 2 - PRODUCTS**

2.01 GENERAL:

- A. Material or equipment to be removed shall become the property of the Contractor and shall be removed from the site, except that certain material and equipment as listed below shall remain the property of the Owner as salvage.
- B. Remove such items from the existing structure and shall store the items neatly at another location on the site as directed by the Owner.
- C. Items to be salvaged: The contractor shall give two weeks notice prior to demolition for park staff to salvage what they deem salvageable.

**PART 3 - EXECUTION**

3.01 EXAMINATION:

- A. Examine the areas and conditions under which work of this Section will be performed.
- B. Correct conditions detrimental to timely and proper completion of the Work.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 EXECUTION:

- A. General: Prior to start of demolition; carefully study the Drawings and these Specifications.
  - 1. In the company of the DNR Construction Inspector, visit the site and verify the extent of demolition to be performed under this Contract.
- B. Using only the means and equipment approved for this purpose by the governmental agencies having jurisdiction, demolish and completely remove from the job site the existing construction designated to be removed.

1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
  2. Completely remove footings, foundations, and above-ground and under-ground construction of all kinds.
  3. Remove rocks larger than 6" diameter, roots, and debris.
- C. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

**END OF SECTION 02060**

**PART 1 - GENERAL**

1.01 SUMMARY:

A. Section Includes:

1. The work consists of the removal and relocation of structures, removal of above- and below-grade improvements, growth and vegetation, and related items necessary to complete the work indicated on the Drawings and as specified herein.
2. Also included are:
  - a. Cutting, filling, fill compaction, rough grading, and related items.
  - b. Clearing, grubbing, removal of trees and stumps.
  - c. Removal of buildings, structures and foundations not elsewhere specified.
  - d. Stripping and stockpiling of topsoil.
  - e. Removal of underground utilities and obstructions.
3. Deposit excess excavated material on site as directed by the DNR Constructor Inspector.
4. Spread material and grade to drain so as to avoid forming of ponding areas.

B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions. Supplementary Covenants and Provisions and General Requirements as well as, but not limited to, the following:

Section 02200 - Earthwork

1.02 PROJECT/SITE CONDITIONS:

A. Existing Conditions:

1. Survey job conditions prior to commencing work.
2. Accept the site as found and remove all trash and rubbish prior to any cut and fill operation.

B. Protection of existing improvements: Provide protections to prevent damage to existing improvement remaining in place on owner's property as well as on adjoining properties, particularly but not limited to, the following:

1. Existing utilities or services.

2. Field drain tiles.
  3. Repair or replace any improvement not designated to be removed which has been damaged at no cost to the owner.
- C. Protection of existing trees and improvements:
1. Protect existing trees and other vegetation indicated or as directed by DNR Construction Inspector to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction material or excavated materials within drip line, excess foot traffic or vehicular traffic, or parking of vehicles within drip line.
  2. Provide temporary guards to protect trees and vegetation to be left standing.
  3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to the DNR Construction Inspector.

#### 1.03 SEQUENCING AND SCHEDULING:

- A. Arrange for proper disposal of water and sewer during work involving temporary connection and stoppage of these utilities.
- B. Assume responsibility for coordination with utility companies.
- C. Obtain approval with the DNR Construction Inspector prior to starting removal of any improvement specified or not in the work of this section.

## **PART 2 - PRODUCTS**

#### 2.01 MATERIALS AND EQUIPMENT:

- A. Provide materials and equipment as required to perform work specified.

## **PART 3 - EXECUTION**

#### 3.01 SITE PREPARATION:

- A. General: Remove vegetation, improvement, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated.
  1. Removal includes digging out stumps, roots, and boulders.
- B. Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than four inches.
  1. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over two inches in diameter, and without weeds, roots, and other objectionable material.

- C. Strip Topsoil: Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable materials.
- D. Stockpiling: Stockpile topsoil in storage piles in areas shown or as directed by the DNR Construction Inspector. Cover storage piles if required to prevent wind-blown dust.
- E. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except those indicated or directed to be left standing.
  - 1. Remove trees designated to be removed.
  - 2. Do not remove other trees without the authorization of the DNR Construction Inspector.
  - 3. Remove trees or vegetation to facilitate access to the work at no cost to the owner.
  - 4. Completely remove stumps, roots, boulders and other debris protruding through the ground.
    - a. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
- C. Drainage Channel Excavation: Excavate channel as shown on the Drawings, as specified herein or as indicated by the DNR Construction Inspector.
- D. Pavement Removal: Remove pavement, as shown on the Drawings or as indicated by the DNR Construction Inspector, as specified herein:
  - 1. Concrete: Cut with concrete saw down to a minimum of one inch and break slab as approved by the DNR Construction Inspector.
  - 2. Brick or Pavers: Remove in uniform pattern and store as approved to reuse.
  - 3. Asphalt: Cut edges neatly where indicated.
  - 4. Sidewalk: Remove to nearest joint.
  - 5. Trenching Through Pavement: Where trenching through pavement is approved for passage of utilities, cut pavement sidewalks, and curbs and gutter.
    - a. Cut straight lines parallel to the centerline of the trench at a minimum of one foot from the edge of trench.
    - b. Do not undercut.
- E. Construction along or across highways and railroads.
  - 1. Maintain traffic flow on highways and obtain work permit.
  - 2. Obtain necessary work permit from authorized railroad official or highway authority before commencing construction.

3. Refer to plans for details of construction, traffic control and casing pipe specifications, if required.
  4. Conform to additional construction requirements of railroad or highway authority as may be required by the permit.
  5. Provide warning lights, signals, flaggers, or other precautionary measures as required to protect work and traffic.
  6. Before excavation on railroad property, check with railroad for location of all buried utilities or cables.
  7. Officials of railroad will have right to inspect and regulate work.
  8. Railroad will have right to stop work and correct any error with railroad forces at Contractor's expense in an emergency or if Contractor refuses to make timely repairs.
  9. All railroad expenses for labor and material for removing and replacing tracks, or for inspectors, flaggers, watchers, or protective devices or any other labor or material as specified, shall be reimbursed directly to the railroad by the owner.
    - a. Work performed by the railroad at Contractor's option shall be reimbursed directly to the railroad by the Contractor.
- F. Depressions: Fill depressions caused by clearing and grubbing operations with satisfactory soil materials, unless further excavation work is required or indicated.
- G. Removal of Improvements: Remove above-grade and below-grade improvements necessary to permit construction, and other work as indicated.
- H. Access to Streets and Highways: maintain suitable means of access for property owners' abutting streets and highways involved in construction.
1. Notify property owners 24 hours in advance of street closure.
  2. Suitable access shall mean roadway of sufficient width, free from ruts, potholes and mud holes, and capable of carrying a passenger car without damage to car.
  3. When access must be denied due to construction, provide suitable access within 24 hours after responsible construction is completed.
  4. Whenever construction is stopped due to inclement weather, weekends, holidays or other reasons, provide suitable access for all property owners.
  5. Maintain suitable means of access at all times to the park officer's residence and all other private residences which may be affected by the construction.



3.02 GRADING:

- A. Grade all areas as part of the work of this section or disturbed by construction operators.
- B. Grade to smooth uniformly slope surfaces, fill all depressions, and provide for positive drainage.

3.03 DISPOSAL OF WASTE MATERIAL:

- A. Dispose of surface materials, construction debris and trees in accordance with local ordinances.
- B. Burning on State Property: See Section 1107.07 of the General Covenants and Provisions.
- C. Removal of Materials: See Section 1104.08 of the General Covenants and Provisions.

END OF SECTION 02100

**PART 1 - GENERAL**

1.01 SUMMARY:

A. Section Includes:

1. The work consists of cutting, filling, rough grading, and related items necessary to complete the work indicated on the Drawings and as specified herein. This includes clearing and grubbing, removal of trees and stumps, building structures and foundations, stripping and stockpiling of topsoil, removal of underground obstructions and utilities, cutting, filling, fill compaction, and rough grading.
2. Deposit excess excavation material where directed by the DNR Construction Inspector. Spread material and grade to drain to avoid forming ponding areas.
3. Accept the site as found and remove all trash and rubbish prior to any cut and fill operation.

B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not limited to, the following:

Section 02200 - Earthwork

1.02 PROTECTION OF EXISTING IMPROVEMENTS:

- A. Provide protections necessary to prevent damage to existing improvements remaining in place. Protect improvements on adjoining properties and on state of Iowa property. Restore damaged improvements to their original conditions, as acceptable to parties having jurisdiction.

1.03 PROTECTION OF EXISTING TREES AND VEGETATION:

- A. Protect existing trees and other vegetation indicated or as directed by DNR Construction Inspector to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot traffic or vehicular traffic, or parking of vehicles within drip line. Provide temporary guards to protect trees and vegetation to be left standing.
- B. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to the DNR Construction Inspector.

## **PART 2 - PRODUCTS**

### 2.01 MATERIALS:

- A. Provide materials as required to perform work specified.

### 2.02 EQUIPMENT:

- A. Provide equipment as required to perform work specified.

## **PART 3 - EXECUTION**

### 3.01 SITE CLEARING:

- A. General: Remove vegetation, improvement, or obstructions interfering with installation of new construction. Remove such items elsewhere on site or premises as specifically indicated.
  - 1. Removal includes digging out stumps, roots, and boulders.
- B. Topsoil: Topsoil is defined as friable clay loam surface soil found in a depth of not less than four inches. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over two inches in diameter, and without weeds, roots, and other objectionable material.
- C. Strip Topsoil: Strip topsoil to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable materials.
- D. Stockpiling: Stockpile topsoil in storage piles in areas shown or as directed by the DNR Construction Inspector. Cover storage piles if required to prevent wind-blown dust.
- E. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except those indicated or directed to be left standing.
- F. Completely remove stumps, roots, boulders and other debris protruding through the ground. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
- G. Depressions: Fill depressions caused by clearing and grubbing operations with satisfactory soil materials, unless further excavation work is required or indicated.
- H. Removal of Improvements: Remove above-grade and below-grade improvements necessary to permit construction, and other work as indicated.

### 3.02 DISPOSAL OF WASTE MATERIALS:

- A. Burning on State Property: See Section 1107.07 of the General Covenants and Provisions.
- B. Removal of Materials: See Section 1104.08 of the General Covenants and Provisions.

END OF SECTION 02110

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: The work covered by this section consist of grading, general excavation, disposal of debris and spoils, preparation of subgrade, borrow, structural and general backfill, and site restoration and cleanup necessary to construct the project, all as shown on the drawings and as specified herein.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not limited to, the following:
  - Section 031000 - Concrete Formwork & Accessories
  - Section 032000 – Concrete Reinforcing
  - Section 033000 - Cast-In-Place Concrete

1.02 QUALITY ASSURANCE:

- A. Codes and Standards: Perform all excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Safety: All excavation work and methods of construction shall conform to the state of Iowa Bureau of Labor and all OSHA Standards.

1.03 JOB CONDITIONS:

- A. Site information shown on the Drawings regarding existing conditions is of a general nature. Visit the site and become familiar with existing conditions.
- B. Observe weather conditions. Attempt no work in frozen conditions without the approval of the DNR Construction Inspector.

1.04 PROTECTION OF PERSONS AND PROPERTY:

- A. Protect from damage existing buildings, walks, paving, fencing, sod, and other items noted to remain. Maintain bench mark, monuments, property stakes, and other reference points.
- B. Protect existing underground utilities to remain. Notify the DNR Construction Inspector of underground utilities or structures encountered but not indicated on drawings.
  - 1. Contractor responsibilities: correcting damage caused to existing construction, utilities, surfacing, and other items noted to remain at no additional expense to the Owner.
- C. Barricade open excavations occurring as part of this work and provide warning lights.

1.05 EXPLOSIVES:

- A. The use of explosives is not permitted.

PART 2 - PRODUCTS

2.01 GENERAL FILL MATERIAL:

- A. Materials to be incorporated in the top 12 inches of earth embankment or general fill shall be earthy materials, free from stones larger than 2 inches, broken concrete, roots, or other materials that would significantly affect scarifying, compacting and finishing the subgrade. Obtain approval of fill material prior to any placement from the DNR Construction Inspector.

2.02 STRUCTURAL BACKFILL MATERIAL:

- A. Structural backfill material shall consist of a natural sand or a mixture of sand with gravel, crushed stone, or other broken fine material to fill all voids in coarser material. The maximum size of any gravel, stone, or broken or fragmented material shall be of such size that 100 percent passes a 6-inch sieve. The liquid limit of the material shall not be greater than 25 and the plasticity index shall not be more than 6. The portion of the material which passes a No. 4 sieve shall conform to the following requirements:

| <u>Sieve Size</u> | <u>Percentage By Weight Passing</u> |
|-------------------|-------------------------------------|
| No. 4             | 100                                 |
| No. 40            | Not more than 75                    |
| No. 100           | Not more than 15                    |
| No. 200           | Not more than 8                     |

- B. The material shall be capable of being compacted to 95 percent maximum density without undue weaving and heaving as defined by ASTM D698, Method D.
- C. Obtain approval of fill material prior to any placement from the DNR Construction Inspector.

2.03 GRANULAR DRAINAGE FILL MATERIAL:

- A. Granular drainage fill for use under concrete slabs and walks where shown on the Drawings shall consist of granular free--draining material; consisting of clean bank run gravel or crushed stone of full range of sizes. Maximum size of aggregate shall be 3/4 inch. 15 to 50% of that portion of weight of fill shall be passing the No. 4 sieve.

2.04 TOPSOIL:

- A. Topsoil: Friable clay loam surface soil reasonably free of subsoil, clay lumps, stones and other objects over two inches in diameter, and without weeds, roots and other objectionable materials.

PART 3 - EXECUTION

3.01 LAYING OUT WORK:

- A. Commission surveyor to locate new construction, set slope and grade stakes, and otherwise fully lay out work. Provide grade staking to maintain proper grades and control. Check existing grades at site against grades or contours indicated on Drawings, and report any differences to

Architect before starting of grading. Stake out building and verify location before start of grading.

- B. Preserve stakes and markers. Replace at no cost to the Owner' stakes or markers carelessly or willfully damaged by operation. Assume responsibility for accuracy of lines, grades, and dimensions.

### 3.02 STRIPPING AND SALVAGING OF TOPSOIL:

- A. Preparation: Mow or otherwise remove weed grass and other vegetation on entire area expected to be disturbed by the work of this section.
- B. Sod: Shred sod by shallow plowing, blading or disking throughout the entire area.
- C. Excavation of Topsoil: Excavate topsoil throughout the entire prepared area to a depth of 12 inches and stockpile where designated by DNR Construction Inspector.

### 3.03 EXCAVATION - GENERAL:

- A. General: General excavation consists of removal of materials of whatever nature, including boulders smaller than 1 cubic yard in volume, required for the construction of structures and sidewalks. The method of excavating shall be at the Contractor's option, exercising great care to leave the final grade in an undisturbed condition. If final grade is disturbed, it shall be restored to requirements and satisfaction of the DNR Construction Inspector. Prior to placing any concrete the Contractor shall notify the DNR Construction Inspector to inspect the excavation and shall obtain approval to proceed with the placement.
- B. Frozen Ground: Provide frost protection for all excavation work. Do not place concrete on frozen ground.
- C. Protection of Existing Work: Protect existing work, including underground utilities and piping, from damage caused by excavation work. Repair any damage to existing work, utilities, or piping at Contractor's expense.
- D. Storage of Fill Materials: Store suitable excavated fill material away from excavations to avoid slides. Deposit excess earth on site, where directed by DNR Construction Inspector.
- E. Disposal of Excavated Materials: Materials free from sticks, roots, and other objectionable material may be used on site as directed by the DNR Construction Inspector.
  - 1. Remove excavated materials not suitable for fill as directed by the DNR Construction Inspector.

### 3.04 STRUCTURAL EXCAVATION:

- A. Excavate to elevations and dimensions indicated on the Drawings; allow additional space as required for construction operations and inspection.
- B. Remove all existing construction encountered within the excavation to a depth of 6 inches below the indicated elevation of subgrades to receive slabs, and sidewalk paving.
- C. Excavate last 4 inches by hand, if machines are used for excavation.

- D. The DNR Construction Inspector will inspect and approve the bottoms of all excavation prior to concrete placement.

3.05 STRUCTURAL BACKFILL:

- A. Start backfill around foundations not less than 24 hours nor more than seven (7) days after application of waterproofing. Backfill walls and piers to about the same elevation on each side to equalize pressure.
- B. Compacted structural backfill to 95 percent of its maximum density. Compaction density and construction requirements shall be as determined by ASTM D698, Method D or by AASHTO Method T-180 (Modified Proctor Density).
- C. Compact subgrade to receive structural backfill to 95 percent density.

3.06 DRAINAGE FILL UNDER INTERIOR SLABS:

- A. Unless otherwise indicated on the Drawings, place a 6-inch minimum layer of granular drainage fill. Compact this fill material to 95 percent of maximum density at optimum moisture content.

3.07 DRAINAGE FILL UNDER SIDEWALKS:

- A. Provide 4-inch minimum layer of granular drainage fill sub-base for exterior concrete slabs. Compact with mechanical platform tamper or as approved by DNR Construction Inspector.

3.08 PLACING BACKFILL ADJACENT TO WALLS AND FOOTINGS:

- A. Deposit fill on each side of piers, walls, and free standing structures simultaneously to approximately the same elevation. Place fill in workable condition, free of clods, frost, or debris, in 6" lifts and thoroughly compact each lift with mechanical tamper.
- B. Do not operate heavy equipment for spreading and compacting backfill closer to any wall than a distance equal to the height of the backfill above the top of the footings. Backfill adjacent to walls shall be compacted to the same density as the adjacent fill with a small vibratory or hand tamping compactor.

3.09 PREPARATION OF EARTH SUBGRADE FOR CONCRETE:

- A. When excavating for bottom mat slabs to be cast on native soil, excavate to final grade in a manner as to not disturb the existing soil. If the soil is disturbed, compact it to the satisfaction of the DNR Construction Inspector. If the soil is not capable of compaction to the satisfaction of the DNR Construction Inspector, remove the disturbed material, and replace it with thoroughly compact structural backfill material. Do not place concrete on surfaces that are muddy, frozen or contain frost. If during the course of construction, bottom surfaces become saturated with water or muddy, remove the undesirable material and replace with compacted structural backfill as indicated above.

3.10 PLACING PIPE IN FILL:

- A. When it is necessary to place drain piping, or other appurtenances in general or structural backfill, bring the fill up to at least one foot above the top of the pipe or appurtenances. Do not leave areas of backfill depressed to allow for trenches. After the compacted fill is complete, excavate for the pipe or appurtenances. Backfill materials and compaction shall conform to the fill in which it is placed.

3.11 TRIMMING AND CLEAN UP:

- A. Final trimming and cleaning up shall consist of work as follows:
  - 1. Smooth out all irregularities , fill all washouts, make slopes uniform, slightly rounded at top and bottom, and compact the entire area of the fill to the required lines, grades and cross sections, within 1/10 foot above or below the established grade.
  - 2. Where additional material is required, provide similar fill as the one used. Obtain such material from source approved by the Architect/DNR Construction Inspector.
  - 3. When work is completed, remove and dispose of surplus material including stumps, trees and brush, and leave premises in a condition acceptable to the DNR Construction Inspector.

3.14 FINISH GRADING:

- A. After completion of rough grading, scarify areas to receive topsoil to finish grade shown. Deposit topsoil to a minimum depth of 6". In areas with existing topsoil, no additional topsoil is required. Grade topsoil to eliminate water pockets or irregularities. Eliminate soil lumps and round abrupt changes in slope. Spread excess earth on site are directed by DNR Construction Inspector.

3.15 SITE RESTORATION:

- A. All disturbed areas within the boundaries of this project not specifically receiving a finished surface are to be seeded in accordance with Section 02930.
- B. Prepare all surfaces to receive seeding per "Standard Specifications" 1984 I.D.O.T., Section 2601.04.

END OF SECTION 02200



**PART 1 - GENERAL**

1.01 SUMMARY:

- A. Section Includes: The work covered by this Section consists of furnishing all material, labor and equipment necessary or required to do the trenching, backfilling and compacting needed for the proper and complete installation of underground utilities as shown on the Drawings.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.

Section 02200 - Earthwork  
Section 16000 - Electrical

1.02 QUALITY ASSURANCE:

- A. Qualifications: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.
- C. Codes and Standards: Perform all work of this Section in compliance with applicable requirements of governing authorities having jurisdiction.
  - 1. In addition to complying with the pertinent codes and regulations of other governing agencies, comply with applicable requirements of Iowa Department of Natural Resources Authorized Technical Specifications for Water and Sewer Projects, latest edition.
- D. Safety: All trenching, excavating and methods of construction shall conform to the state of Iowa Bureau of Labor and all OSHA standards.
- E. Where conflicts arise between Contract Documents and Referenced Codes and Standards, the latter shall prevail, unless Contract Documents are more stringent.
  - 1. Bring all conflicts to the attention of the DNR Construction Inspector.

1.03 PROJECT/SITE CONDITIONS:

- A. Environmental Requirements:
  - 1. Protect existing trees and other vegetation indicated or as directed by DNR Construction Inspector to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling

construction materials or excavated materials within drip line, excess foot traffic or vehicular traffic, or parking of vehicles within drip line.

2. Provide temporary guards to protect trees and vegetation to be left standing.
  3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to the DNR Construction Inspector.
- B. Existing Conditions:
1. Site information indicated on the Drawings regarding existing conditions, is of a general nature.
    - a. Visit the site and become familiar with existing conditions.
  2. Observe weather conditions.
    - a. Attempt no work in frozen conditions without the approval of the DNR Construction Inspector.

## **PART 2 - PRODUCTS**

### **2.01 MATERIALS:**

- A. Fill and Backfill Materials:
1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15 percent of the rocks or lumps larger than 2-3/8" in their greatest dimension.
  2. Fill material is subject to the approval of the DNR Construction Inspector, and is that material removed from excavations or imported from off-site borrow areas, predominantly granular, nonexpansive soil free from roots and other deleterious matter.
  3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill.
  4. Cohesionless Material Used for Backfill: Provide sand free from organic material and other foreign matter, and approved by the DNR Construction Inspector.
- B. Provide other materials, not specifically described but required for a complete and proper installation, selected by the Contractor subject to the approval of the Project Engineer.

## **PART 3 - EXECUTION**

### **3.01 PREPARATION:**

- A. Protection of Persons and Property:

TRENCHING, BACKFILLING AND COMPACTING  
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1. Barricade open holes and depressions occurring as part of the work, and post warning lights on property adjacent to or with public access.
2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

B. Protection of Utilities:

1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to trenching.
  - a. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Project Engineer and secure instructions.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Project Engineer.

C. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.
2. Keep trenches and site construction area free from water.

D. Dust Control: Use means necessary to prevent dust becoming a nuisance to the public, at neighbors, and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.02 TRENCHING:

A. Provide sheeting and shoring necessary for protection of the work and for the safety of personnel.

1. Prior to backfilling, remove all sheeting.
2. Do not permit sheeting to remain in the trenches except when, in the opinion of the DNR Construction Inspector, field conditions or the type of sheeting or methods of

construction such as use of concrete bedding are such as to make removal of sheeting impracticable.

- a. In such cases, the Project Engineer, upon recommendation from the DNR Construction Inspector, may permit portions of sheeting to be cut off and remain in the trench.

B. Open Cut:

1. Excavate for utilities by open cut.
2. If conditions at the site prevent such open cut, and if approved by the Project Engineer, trenching may be used.
3. Short sections of a trench may be tunneled if, in the opinion of the Project Engineer, the conductor can be installed safely and backfill can be compacted properly into such tunnel.
4. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the DNR Construction Inspector.
5. When the void is below the subgrade for the utility bedding, use suitable earth materials and compact to the relative density directed by the DNR Construction Inspector, but in no case less than 90 percent.
6. When the void is in the side of the utility trench or open cut, use suitable earth or sand compacted or consolidated as approved by the DNR Construction Inspector, but in no case to a relative density less than 80 percent.
7. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.
8. Excavating for appurtenances:
  - a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
  - b. Overdepth excavation below such appurtenances, unless directed, will be considered unauthorized.
  - c. Fill unauthorized overdepth excavation with sand, gravel, or lean concrete as directed by the DNR Construction Inspector, and at no additional cost to the Owner.

C. Trench to the minimum width allowed for proper installation of the utility, with sides as nearly vertical as possible.

1. Accurately grade the bottom to provide uniform bearing for the utility.

- D. Depressions:
1. Dig bell holes and depressions for joints after the trench has been graded.
    - a. Provide uniform bearing for the pipe on prepared bottom of the trench.
  2. Except where rock is encountered, do not excavate below the depth indicated or specified.
  3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated.
- E. Where utility runs traverse public property or are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract Documents.
- F. Where trenching occurs in existing lawns, remove turf in sections, keep damp and replace turf upon completion of the backfilling.
- G. Cover:
1. Provide minimum trench depth indicated below to maintain a minimum cover over the top of the installed item below the finish grade or subgrade:
    - a. Areas subject to vehicular traffic:
      - (1) Sanitary sewers: 48"
      - (2) Storm drains: 36"
    - b. Areas not subject to vehicular traffic:
      - (1) Sanitary sewers: 30"
      - (2) Storm drains: 18"
    - c. All areas:
      - (1) Water lines: 60"
      - (2) Natural gas lines: 24"
      - (3) Electrical cables: 42"
      - (4) Electrical ducts: 36"
    - d. Concrete encased:
      - (1) Pipe sleeves for water and gas lines: 24"

(2) Sanitary sewers and storm drains: 12"

(3) Electrical ducts: 24"

2. Where utilities are under a concrete structure slab or pavement, the minimum depth need only be sufficient to completely encase the conduit or pipe sleeve, and electrical long-radius rigid metal conduit riser, provided it will not interfere with the structural integrity of the slab or pavement.
3. Where the minimum cover is not provided, encase the pipes in concrete as indicated.
  - a. Provide concrete with a minimum 28-day compressive strength of 3,000 psi.

### 3.03 BEDDING:

- A. Provide bedding as indicated on the Drawings and as specified herein.

### 3.04 BACKFILLING:

#### A. General:

1. Do not completely backfill trenches until required pressure and leakage tests have been performed, and until the utilities systems as installed conform to the requirements specified in the pertinent Section of these Specifications.
2. Except as otherwise specified, or directed for special conditions, backfill trenches to the ground surface with selected material approved by the DNR Construction Inspector.
3. Re-open trenches which have been improperly backfilled, to a depth as required for proper compaction.
4. Refill and compact as specified, or otherwise correct to the approval of the DNR Construction Inspector.
5. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, test, and approvals.
6. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower Portion of Trench:

1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers of the density of the adjacent soil, or grade as specified herein, until there is a cover of not less than 14" over sewers and 12" over other utility lines.
2. Take special care in backfilling and bedding operations not to damage pipe and pipe coatings.

C. Remainder of Trench:

1. Except for special materials for pavements, backfill the remainder of the trench with material free from stones larger than 6" or 1/2 the layered thickness, whichever is smaller, in any dimension.
2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the DNR Construction Inspector.

D. Adjacent to Buildings: Mechanically compact backfill within ten feet of buildings.

E. Consolidation of backfill by jetting with water may be permitted, when specifically approved by the DNR Construction Inspector, in areas other than building and pavement areas.

3.05 PIPE JACKING:

- A. Unless so or otherwise required, the Contractor may, at his option, install steel pipe casings, tongue-and-groove reinforced concrete pipes, and steel pipes under existing roads or pavements by jacking into place using procedures approved by the governmental agencies having jurisdiction and approved by the DNR Construction Inspector.

3.06 TUNNELING OPERATIONS:

- A. Unless so or otherwise required, the Contractor is allowed the option to tunnel pipes into position using procedures approved by the Project Engineer/DNR Construction Inspector and the governmental agencies having jurisdiction.

3.07 FIELD QUALITY CONTROL:

A. Tests: Test for displacement of sewer and storm drains.

1. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified.
2. Flash a light between manholes or, if the manholes have not yet been constructed, between the locations of the manholes, by means of a flashlight or by reflecting sunlight with a mirror.
3. If the illuminated interior of the pipeline shows poor alignment, displaced pipes, or other defects, correct the defects to the specified conditions and at no additional cost to the Owner.

B. Inspection: The DNR Construction Inspector will inspect and approve open cuts and trenches before installation of utilities, and the following:

1. Assure that trenches are not backfilled until all tests have been completed.
2. Check backfilling for proper layer thickness and compaction.
3. Verify that test results conform to the specified requirements, and that sufficient tests are performed.
4. Assure that defective work is removed and properly replaced.

END OF SECTION 02220



**PART 1 - GENERAL**

1.01 SUMMARY:

- A. Section Includes: The work covered by this section consists of furnishing all materials, labor, and equipment necessary or required to do the grading, placing and compacting of granular base materials as shown on the Drawings and as specified herein.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02200A - Earthwork With M & D Compaction

- C. Measurement: Measure the quantity of material delivered in tons.
  - 1. Weigh on accurate scales designed for weighing loaded trucks.
  - 2. Load vehicles to insure against loss of material between the scales and the point of delivery.
  - 3. No deductions will be made for the weight of moisture naturally occurring in the material.
  - 4. Material will not be deposited and spread until the scale weight ticket is delivered to the DNR Construction Inspector and the weight of material verified.
    - a. Include the Contractor's name, date of delivery, designation of mixture, load identification number, gross, tare, and net weights of load and any other data which would aid in the identification of the load.
    - b. Only weight tickets issued by a state licensed scale will be accepted.
- D. Method of Payments:
  - 1. Contract Unit Price: When payment for the work of this section is so designated, the Contractor will be paid the Contract Unit price per ton.
    - a. Material will not be deposited and spread until the scale weight ticket is delivered to the inspector and the weight of material verified.
    - b. In the event that the estimated quantity is larger than the quantity provided, pay the Owner a deduct for the difference in cost for both quantity and labor.
    - c. Additional payments for increased quantities or labor will only be allowed if a change order is warranted due to a change in project scope or for unforeseen

conditions, as determined by the Project Engineer, in accordance with the provision of the General Conditions of the Contract.

2. Lump Sum Payment: If this method of payment is so designated, the Contract Documents provide for payment of a lump sum bid amount for the entire project, part of which is the work of this contract, or a lump sum payment for the work of this section as indicated.
  - a. The quantity of material provided will be verified by scale tickets and compared to the estimated quantity provided as part of the Contractor's Price Breakdown.
  - b. In the event that the estimated quantity is larger than the quantity provided, the Contractor shall pay the Owner a deduct for the difference in cost for both quantity and labor.
  - c. Additional payments for increased quantities or labor will only be allowed if a change order is warranted due to a change in project scope or for unforeseen situations, as determined by the Project Engineer, warranting additional material and labor to accomplish the original work of this section.
3. The Owner will make no additional payments for additional material or labor to correct deficiencies, shortages or mistakes by the Contractor.

#### 1.02 REFERENCES:

- A. Standards of materials and construction shall conform with the Standard Specifications for Highway and Bridge Construction, Series of 2009 of the Iowa Department of Transportation:

Section 1106 - Control of Material  
Section 2111 - Granular Subbase  
Section 4109 - Aggregate Gradation  
Section 4121 - Granular Subbase Material

#### 1.03 CONTROL OF MATERIALS:

- A. General: Use only materials as specified for this section and tested and approved for use by the DNR Construction Inspector in accordance with the applicable portions of 2009 Series, I.D.O.T. Section 1106.
- B. Samples and Tests: Submit samples of materials to be used to the DNR Construction Inspector in advance of anticipated use to avoid construction delays.
  1. Test and inspect and obtain approval of the DNR for each consignment of material before it is incorporated in the work.
  2. Unless otherwise designated elsewhere provide samples, and tests, and apply a basis for acceptance in accordance with the current AASHTO "Standard Specifications for Transportation, Material and Methods of Sampling and Testing" including published interim standards.

GRANULAR SUBBASE  
02505-2

- C. Field Testing: Testing of materials and workmanship will continue throughout the project as conducted by the DNR Construction Inspector.
  - 1. Cooperate in these tests in any way needed to obtain the required data and samples.
- D. Unacceptable Materials: Unacceptable materials will be rejected as follows:
  - 1. The DNR field inspector will consider unacceptable and reject any material not conforming to the specified requirements.
  - 2. The DNR Inspector will also reject previously accepted material, delivered to the site, which have become damaged before actual incorporation into the work.
  - 3. Promptly remove from the site all rejected material.
  - 4. Unless otherwise authorized by the Project Engineer, do not incorporate corrected rejected material into the work.

#### 1.05 JOB CONDITIONS:

- A. Survey job conditions prior to commencing work.
  - 1. Bring any discrepancies between existing work and the Drawings and Specifications to the attention of the Project Engineer/DNR Construction Inspector.
- B. Observe weather conditions.
  - 1. Attempt no work in frozen conditions without written approval from the DNR Construction Inspector.

## **PART 2 - PRODUCTS**

#### 2.01 MATERIALS:

- A. Provide material in accordance with 2009 Series, IDOT Standard Specifications Section 4121.
- B. Class A Crushed Stone: Provide Class A crushed stone consisting of a uniform mixture of coarse and fine particles produced by crushing ledge rock, predominantly limestone, dolomite, or quartzite.
  - 1. Provide material meeting the requirement of IDOT Standard Specifications Section 4121 for graduation number 11 with a maximum of 4 percent mud balls and a minimum of 4 percent passing No. 200 sieve.
  - 2. The percentage of wear when tested in accordance with AASHTO T96, grading B, shall not exceed 45.

3. Gradation: Provide material, which when tested, will meet the requirements of IDOT gradation No. 11 as follows:

| % Passing | Sieve Size |
|-----------|------------|
| 100       | 1 inch     |
| 97-100    | 3/4 inch   |
| 30-75     | No. 4      |
| 15-45     | No. 8      |
| 6-16      | NO. 200    |

### **PART 3 - EXECUTION**

#### 3.01 GENERAL:

- A. Accomplish the work of this section in accordance with the applicable portions of the 2009 Series, IDOT Standard Specification for Highway and Bridge Construction.

#### 3.02 PREPARATION OF SUBGRADE:

- A. Preparation and correction of Subgrade: Conform to 2009 Series, I.D.O.T. Section 2111.
1. Blade loose granular material present on the roadbed into windrow and store on the shoulder area, then correct the subgrade to required profile and cross section.
    - a. Wet and consolidate material moved in this operation so that the subgrade on which the next course is placed is smooth, firm, compacted earth.
  2. Profile and Cross section requirements:
    - a. Check the cross section with an accurate template extending at least halfway across the with of the subgrade and correct deviations of more than one (1) inch from the template.
    - b. Remove dips or humps from profile to provide a good riding surface.

#### 3.03 PLACING OF CRUSHED STONE COURSE:

- A. Construct base course using crushed rock top course material as defined by IDOT 2009 Series. Place the course in accordance with applicable sections of the IDOT Standard Specifications for Granular Surfacing, Standard Compaction as defined by the IDOT Standard Specifications.

#### 3.05 CLEAN UP:

- A. Upon completion of construction, remove all excess materials and construction debris, and restore any damage done to existing buildings or landscape.

END OF SECTION 02505

GRANULAR SUBBASE  
02505-4

**PART 1 - GENERAL**

1.01 SUMMARY:

- A. Section Includes: Provisions for material, equipment and labor needed for the construction of a complete and proper water distribution system as shown on the drawings and as specified herein.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02100 - Site Preparation  
Section 02200 - Earthwork  
Section 02220 - Trenching, Backfilling and Compacting  
Section 15400 - Plumbing

1.02 REFERENCES:

- A. Furnish all equipment, apparatus and systems and installed in complete accordance with the latest edition or revision of the following applicable codes and standards.

ANSI - American National Standard Institute  
ASME - American Society of Mechanical Engineers  
ASTM - American Society of Testing Materials  
AWWA - American Water Works Association  
NBFU - National Bureau of Fire Underwriters  
NEC - National Electric Code  
NEMA - National Electric Manufacturers Association  
UL - Underwriters Laboratories, Inc.  
Iowa Code - Applicable State of Iowa Administrative Code  
UPC - Uniform Plumbing Code

- B. Where conflicts arise between the Contract Documents and code requirements, the latter shall prevail, unless the Contract Documents are more stringent.

1.03 SYSTEM DESCRIPTION:

- A. Assume connection point to building service lines as being approximately five feet outside buildings and structures to which service is required.

1.04 SUBMITTALS:

- A. Provide submittals in accordance with Section 01300.
- B. Submit full information on all materials proposed for use on this part of the project 30 days prior to scheduled commencement of work. Include catalog data, dimension

drawings, photographs and any such descriptive data as may be requested by the Project Engineer.

1.05 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this Section.

1.06 DELIVERY, STORAGE AND HANDLING:

- A. Protection: Use all means necessary to protect the materials of this Section before, during and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Project Engineer/DNR Construction Inspector and at no additional cost to the Owner.

1.07 PROJECT/SITE CONDITIONS:

- A. Survey conditions prior to commencing work. Bring any discrepancies of existing work with the Drawings and Specifications to the attention of the Project Engineer/DNR Construction Inspector.
- B. Observe weather conditions. Attempt no work in frozen conditions without written approval from the DNR Construction Inspector.
- C. Make connections to existing mechanical facilities in accordance with the obvious intent of Drawings and Specifications. Claims for extra payments as a result of failure to examine existing conditions at the site will not be accepted.

**PART 2 - PRODUCTS**

2.01 MATERIAL:

- A. Pipe and fitting materials 3" size and larger: Use cast iron, ductile iron or plastic unless otherwise indicated or approved in advance by the Project Engineer.
- B. Pipe material less than 3" size: Use plastic or galvanized steel.

2.02 PIPE:

- A. Cast iron pipe: Comply with ANSI A21.6 or ANSI A21.8, with working pressure of not less than 150 PSI unless otherwise shown or specified.
- B. Ductile iron pipe: Comply with ANSI A21.51 and AWWA C151 standards. Minimum standard ductile iron pipe shall be at least thickness class 50.
- C. Plastic pipes:

1. For water piping less than 2" in diameter, use either polybutylene tubing (PB) - AWWA designation C902, ASTM D-2666, or polyethylene (PE) - AWWA designation C901, ASTM D-2737. Each of these shall have a pressure class of 160 PSI and have outside dimensions of copper tubing.
2. For water service 2" and over, use polyvinyl chloride pipe (PVC) - AWWA designation C900, SDR 21.

### 2.03 JOINTS AND FITTINGS:

- A. Cast iron or ductile iron pipe joints and fittings: Use mechanical joints and fittings complying with ANSI A21.11 as modified by ANSI A21.51 for ductile iron pipe, with push-on joints complying with ANSI A21.11 for cast iron and ANSI A21.51 for ductile iron.
- B. Polyvinyl chloride pipe joints and fittings:
  1. Use coupling and joining material meeting the requirements of AWWA standard C900 for PVC pipe 4" through 12" in diameter, all fittings for PVC piping 4" diameter and larger shall be cast iron mechanical joint.
  2. Use rubber ring bell joints as integral and homogenous part of pipe for PVC pipe less than 4" in diameter.
  3. Substitute a push-on or mechanical joint cast iron fitting for PVC pipe 2" through 3-1/2" when a fitting with integral, homogenous rubber O-ring bell joint cannot be supplied.
- C. Polyethylene (PE) or polybutylene (PB) pipe joints and fittings: Use joining material meeting the requirement of the standard referenced above for plastic pipe less than 2" in diameter.

### 2.04 VALVES:

- A. Gate valves: Use gate valves designed for a working pressure of not less than 150 PSI.
  1. Valves smaller than 3": Provide all bronze, screwed, single wedge disc, screw-in bonnet, packing gland, and nut with non rising stem. NIBCO, Inc., Series 113 or equal.
  2. Valves 3" and larger: Provide standard, bronze trimmed, non rising stem, solid wedge, disc valve in accordance with AWWA C500.
- B. Check valves: Use check valves for working pressures of not less than 150 PSI, with a clear waterway equal to the full nominal diameter of the valve.
  1. Use valves designed to permit flow in one direction, when the inlet pressure is greater than the discharge pressure, and to close tightly to prevent return flow when discharge pressure exceeds inlet pressure.

2. Check valves smaller than 3": Provide all bronze, NIBCO, Inc., Series 413 or approved equal.
3. Check valve 3" and larger: Provide iron body, bronze mounted, with flanged ends, of non slam type.

2.05 CURB STOP WITH DRAIN:

- A. For copper pipes both end: Mueller M-15210, Ford Z22-SW, A.Y. McDonald 4714, or approved equal.
- B. For copper and plastic pipes: Mueller 110 compression connection, A.Y. McDonald 4714-T, Ford or approved equal.

2.06 CORPORATION STOPS:

- A. Copper service thread connection outlet: Mueller H-1500, A.Y. McDonald 4701, Ford F600.
- B. For copper and plastic pipes: Mueller compression connection outlet, A.Y. McDonald 4714T, Ford F 1001, F 1002, or equal.

2.07 SERVICE SADDLES:

- A. Rockwell, Mueller Company, A.Y. McDonald or approved equal.

2.08 SERVICE BOXES:

- A. Mueller H-10306, A.Y. McDonald 5601, Ford EA1-50-40-45R, or approved equal.

2.09 MARKING TAPE:

- A. A visually and electronically detectable tape Type D Terra tape, Griffolyn Co., Houston, TX, or Line Guard 11, Line Guard Incorporated, Weaton, Illinois or equal.

2.10 HYDRANTS:

- A. Hydrants:
  1. Anti-freezing Mueller A-24058 2-1/8" post type or approved equal, with one 2-1/2", standard treaded hose nozzle chained to the hydrant barrel.
  2. Hydrant size: One 2-1/2" outlet with 2" mechanical joint inlet connection.
  3. Provide lower hydrant barrel length suitable for six feet of trench depth.
  4. Stand pipe diameter: 2-1/2"
  5. Furnish two (2) operating wrenches for each project.



6. Paint: Two (2) shop coats of fire hydrant red in accordance with Section 09900 of this manual.
- B. Yard hydrants:
1. Murdock M-1100 self-closing, frost-free hydrant, set for 5' burying depth or approved equal.

### **PART 3 - EXECUTION**

#### **3.01 EXAMINATION:**

- A. Examine the area and conditions under which the work of this section will be performed. Bring any conditions that are incomplete or unsatisfactory to the attention of the DNR construction inspector. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected.
- B. Make necessary measurements in the field to assume precise fit of items in accordance with the approved design.

#### **3.02 PREPARATION:**

- A. Conduct trenching and backfilling operations in accordance with Section 02220.
- B. Handle pipe accessories so as to ensure delivery to the trench in sound, undamaged condition:
  1. Carry pipe into position; do not drag.
  2. Use pinch bars or tongs for aligning or turning the pipe only on the bare end of the pipe.
- C. Thoroughly clean interior of pipe and accessories before lowering pipe into trench. Keep clean during laying operations by plugging or other method approved by the DNR Construction Inspector.
- D. Before installation, inspect each piece of pipe and each fitting for defects:
  1. Replace material found to be defective before or after laying, with sound material meeting the specified requirements, and without additional cost to the Owner.
- E. Rubber gaskets: Store in a cool, dark place until just prior to time of installation.
- F. Locate water pipe at least ten feet away, horizontally, from sewer pipes.
  1. Where bottom of the water pipe will be at least 12" above top of the sewer pipe, locate water pipe at least six feet away, horizontally, from the sewer pipe.

- G. Where water lines cross under gravity-flow sewer lines, fully encase the sewer pipe in concrete for a distance of at least ten feet each side of the crossing, or provide pressure pipe with no joint located within 36" of the crossing.
  - 1. Cross water lines in cases above sewage force mains or inverted siphons at least 24" above the sewer line.
  - 2. Encase in concrete those joints in the sewer main closer, horizontally, than 36" to the crossing.
- H. Do not place water lines in the same trench with sewer lines or electric wiring.

### 3.03 PIPE INSTALLATION:

#### A. General:

- 1. Install all pipe in strict accordance with drawings and/or specifications, manufacturer's recommendations, and in the best commercial trade practice. Supply and properly use any special tools required for laying, jointing, cutting, etc. Clean all pipe before laying and keep it clean until accepted in the completed work. Lay pipe conforming accurately to the lines and grades given. Keep the trench free of water at all times during pipe laying operations.
- 2. Lay bell and spigot pipe with the bells up grade. Lay all types of piping, fitted together so that, when complete, the pipe will have a smooth and uniform invert. Swab each length of pipe laid to remove all foreign material before the next length is laid. Inspect each pipe for defects before it is lowered into the trench.
- 3. Install all piping for which no location dimensions are furnished in a neat and workmanlike manner in accordance with the best trade practice. Wherever possible, group runs and rises are to be kept parallel. Properly lay out all piping to clear obstructions such as equipment, larger-sized pipes, etc.
- 4. Do not, under any conditions, let the pipe be laid against the walls of trench. Allow a minimum distance of 12" from exterior of pipe to each trench wall. Take additional precautions to prevent rocks or other large objects from lodging against the pipe during backfill.
- 5. Install all equipment in strict accordance with the Drawings and the manufacturer's specifications.
- 6. Inspect all pipe, fittings, couplings, apparatus and equipment for defects or obstructions. Remove all defective material from the site.

#### B. Pipe cutting: Cut pipe neatly and without damage to the pipe. Unless otherwise recommended by the pipe manufacturer and authorized by the Project Engineer, only cut pipe with mechanical cutter.

- 1. Use wheel cutter when practicable.

2. Cut plastic pipe square and remove all burrs.

C. Pipe laying:

1. Lower pipe and accessories into trench using ropes, derrick, belt slings or other equipment approved by the Project Engineer.
2. Do not dump or drop any of the materials of this Section into the trench.
3. Except where necessary in making connections to other lines, lay pipe with the bells facing in the direction of laying.
4. Rest the full length of each section of pipe solidly on the pipe bed, with recesses excavated to accommodate bells, couplings and joints.
5. Take up and relay pipe that has the grade or joint disturbed after laying.
6. Do not lay pipe in water, or when trench conditions are unsuitable for the work; keep water out of the trench until joining is complete.
7. Securely close open ends of pipe, fittings and valves when work is not in progress.
8. Where any part of coating or lining is damaged, repair to the approval of the Project Engineer and at no additional cost to the Owner.

D. Plastic pipe laying:

1. Position pipe and fittings in trench in a manner that identifying markings will be readily visible for inspection.
2. Cutting and joining:
  - a. Protect against abrasion from holding devices.
  - b. Remove burrs and glosses from surfaces to be jointed. Use abrasive paper, file or steel wool.
  - c. Remove dirt, dust and moisture by wiping clean with chemical cleaner or dry cloth.
  - d. Using a pure bristle paint brush, apply an even coat of the specified solvent cement in the fitting socket and on the surface of the pipe to be joined.
  - e. Promptly insert pipe into bottom of the fitting socket; turn the pipe slightly to assure an even distribution of cement.
  - f. Remove excess solvent cement from exterior of the joint.

- g. Should cement begin to dry before the joint is made, reapply cement before assembling.
  - h. Allow at least one hour for the joint to gain strength before handling or installing the pipe.
3. Do not thread plastic pipe; make connections only with the solvent cement or with special adapter fittings designed for this purpose.
  4. Align pipe system components without strain.
  5. Support piping at intervals of not more than four feet, at ends, branch fittings, and change of direction or elevation.
  6. Support plastic pipe in trenches with a 3" layer of sand. Allow no rocks, debris or potentially damaging substances within 6" of plastic pipe in trenches.
- E. Connections: Use specials and fittings to suit the actual conditions where connections are made between new work and existing mains. Use only those specials and fittings approved by the utility having jurisdiction.
- F. Sleeves:
1. Where pipe passes through walls of valve pits or structures, provide cast iron wall sleeves.
  2. Fill annular space between walls and sleeves with rich cement mortar.
  3. Fill annular space between pipe and sleeves with mastic.

#### 3.04 JOINTING:

- A. Cast iron pipe, ductile iron pipe, mechanical joints, and push-on type joints: Install in accordance with AWWA C600, modified as necessary by the recommendation of the manufacturer to provide for special requirements of ductile iron pipe.
- B. Make connection between different types of pipe and accessories with transition fittings.
- C. Rubber gaskets: Handle, lubricate where necessary, and install in strict accordance with the recommendations of the manufacturer.

#### 3.05 SETTING VALVES AND VALVE BOXES:

- A. General:
  1. Center valve boxes on the valves, setting plumb.
  2. Tamp earth fill around valve box to a distance of four feet on all sides, or to the undisturbed trench face if less than four feet.

3. Tighten stuffing boxes, and fully open and close each valve to assure that all parts are in working condition.

B. Service boxes:

1. Where water lines are located below paved streets having curbs, install boxes directly back of the curbs.
2. Where no curbing exists, install boxes in accessible locations beyond limits of street surfacing, walks and driveways.

3.06 THRUST BLOCKS:

A. General:

1. Provide thrust blocks, metal tie rods and clamps, lugs, on plugs, caps, tees and bends deflecting 22-1/2 degrees or more either vertically or horizontally, and on water lines 6" in diameter or larger.
2. Provide concrete thrust blocking with a compressive strength of 2500 psi in 28 days.
3. Placement and size of thrust blocking to be as approved by the Construction Inspector.

B. Installation:

1. Locate thrust blocking between solid ground and the fitting to be anchored.
2. Unless otherwise shown or approved by the Project Engineer, place the base and thrust bearing sides of thrust blocking directly against undisturbed earth.
3. Sides of thrust blocking not subject to thrust may be placed against forms.
4. Place thrust blocking so the fitting joints will be accessible for repair.
5. Protect steel rods and clamps by galvanizing or by coating with bituminous paint.

3.07 FIELD QUALITY CONTROL:

- A. Closing uninspected work: Do not allow or cause any of the work of this Section to be covered up or enclosed until after it has been completely inspected and tested, and has been approved by the DNR Construction Inspector.

B. Hydrostatic tests:

1. Where any section of a water line is provided with concrete thrust blocking for fittings, do not make hydrostatic tests until at least five days after installation of the concrete thrust blocking, unless otherwise directed by the Project Engineer.

2. Flush out main before test to remove air, insert taps to release trapped air and plug after test.
3. Test at 150 percent of maximum operating pressure for one (1) hour. Allowable pressure drop during test period shall be 10 percent of test pressure.
4. Devise a method for disposal of waste water from hydrostatic tests, and for disinfection, as approved in advance by the DNR Construction Inspector.

C. Pressure tests:

1. After the pipe is laid, the joints completed, fire hydrants permanently installed, and the trench partially backfilled leaving the joints exposed for examination, subject the newly laid piping and valved sections of water distribution and service piping to a hydrostatic pressure of 100 psi.
2. Open and close each valve several times during the test.
3. Carefully examine pipe, joints, fittings and valves.
4. Replace or remake joints showing visible leakage.
  - a. Remove cracked pipe, defective pipe, and cracked or defective joints, fittings and valves. Replace with sound material and repeat the test until results are satisfactory.
  - b. Make repair and replacement without additional cost to the Owner.

D. Leakage test:

1. Conduct leakage test after the pressure test has been completed satisfactorily.
2. Duration of each leakage test: At least two hours.
3. During the test, subject water lines to a pressure of 100 psi.
4. Leakage is defined as the quantity of water to be supplied into the newly laid pipe, or any valved or approved section thereof, necessary to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled.

- a. No piping installation will be accepted until the leakage is less than the number of gallons per hour as determined by the formula:

$$\frac{ND \times \text{SQ ROOT of } P}{3,700} = L$$

- b. L = allowable leakage in gallons per hour;
- c. N = number of joints in length of pipe under test;

- d. D = nominal diameter of pipe in inches; and
  - e. P = average test pressure in lbs per sq. inch.
  - f. Should any test of pipe disclose leakage greater than that specified, locate and repair the defective joint or joints until the leakage is within the specified allowance, and at no additional cost to the Owner.
- E. Time for making test:
- 1. Except for joint material setting, or where concrete thrust blocking necessitates a five-day delay, pipelines jointed with rubber gaskets, mechanical, or push-on joints or couplings may be subjected to hydrostatic pressure, inspected and tested for leakage at any time after partial completion of backfill.
- F. Disinfection:
- 1. Before acceptance of the potable water system, disinfect each unit of completed water supply, distribution, and service line in accordance with AWWA C601.
  - 2. Perform all such tests and disinfection in a manner approved by governmental agencies having jurisdiction.
  - 3. Furnish two copies of a Certificate of Disinfection to the Project Engineer.

END OF SECTION 02660

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Certification of Products
- B. Acceptance and Warranty
- C. Seed Types and Mixes
- D. Equipment
- E. Application of Seed

1.02 DESCRIPTION OF WORK

Includes the requirements for seedbed preparation; furnishing, applying, and covering the seed; and compaction of the seedbed.

1.03 SUBMITTALS

Comply with Division 1 - General Provisions and Covenants, as well as the following:

A. Submit certification of products to the Engineer prior to seed placement:

1. Seed: Submit a mechanically printed seed tag from an Iowa Crop Improvement Association-approved seed conditioner or grower. Submit a laboratory analysis for all seeds, specifying the purity and germination. Provide 48 hours notice prior to mixing the seed and give the Engineer an opportunity to witness the seed mixing.
2. Fertilizer: Submit certification of the fertilizer analysis with scale weight and statement of guaranteed analysis. Submit from a certified fertilizer dealer, a mechanically printed commercial fertilizer label, or bill of lading. Comply with the inspection and acceptance requirements of Iowa DOT Materials I.M. 469.03.
3. Wood Cellulose Fiber Mulch: Submit certification of the degradable wood cellulose fiber mulch ingredients with applicable use and rate, and the water retention capacity by manufacturer or supplier.
4. Wood Excelsior Mulch: Bale wood excelsior and determine the mass (weight). Use the mass of the material, furnished by the manufacturer, to determine the rate of application.
5. Straw Mulch: Certify weight. Furnish a list of the number of bales and a corresponding ticket from an approved scale for the mulch material to be used on the project.
6. Compost: Submit certification of composted organics analysis with U.S. Compost Council's Seal of Testing Assurance (STA), recommended rates of application, and manufacturer's estimated cubic yards per ton.
7. Inoculant: Furnish information from inoculant packaging.
8. Tackifier: Submit certification of the tackifier ingredients, recommended rates of application, and expiration date.

B. When requested, submit written instructions recommending procedures for maintenance of seeded areas.



PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: All labor, materials, and equipment required to construct, shore, and remove all forms to accommodate all concrete specified in herein, as shown on the Drawings, and as specified in other sections of these specifications.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

- Section 02200 - Earthwork
- Section 032000 - Concrete Reinforcement
- Section 033000 - Cast-In-Place Concrete
- Section 033500 – Concrete Finishing

1.02 REFERENCES:

- A. Safety: All formwork and methods of construction shall conform to the requirements of the state of Iowa Bureau of Labor and all OSHA Standards.

1.03 SUBMITTALS:

- A. Provide submittals in accordance with Section 0133000 – Submittal Procedures.
- B. Manufacturer's Data: Within 30 calendar days after award of the contract, submit manufacturer's data and installation instruction for proprietary materials including form coatings, ties and accessories, and manufacturer's form system if used.
- C. Shop Drawings: When requested by the DNR Construction Inspector or the Architect for the purpose of explaining details or structural integrity, the Contractor shall submit those drawings requested prior to erection of the project.

1.04 QUALITY ASSURANCE:

- A. Formwork: Design of formwork is the responsibility of the Contractor.
- B. Standards: Comply with all applicable provisions of ACI 347.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Form Materials:
  - 1. Construct formwork for exposed concrete surfaces with smooth-faced undamaged plywood, undented metal, or other panel-type materials acceptable to the DNR Construction Inspector, to provide continuous, straight, plumb, smooth cast surface, furnish in largest practical sizes to minimize number of joints.
  - 2. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without reflection or bowing.
- B. Form Ties:
  - 1. Provide factory-fabricated, adjustable length removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal.

2. Provide ties so that portion remaining within concrete after removal of exterior parts is at least 1-1/2" from the outer concrete surface.
  3. Form ties shall not leave a hole larger than 1" diameter in the concrete surface.
- C. Form Coating: Provide commercial formulated form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds.

## 2.02 DESIGN OF FORMWORK:

### A. General:

1. Design, erect, support, brace, and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure.
  2. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose.
  3. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation, and position.
  4. Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.
  5. Provide shore and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations, using wedges or jacks or a combination thereof.
  6. Provide trussed supports when adequate foundations for shores and struts cannot be secured.
  7. Support form facing materials by structural members spaced sufficiently close to prevent objectionable deflection.
  8. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities, and within allowable tolerances.
  9. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads.
  10. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement.
  11. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.
- B. Earth Forms: Side forms of footings may be omitted and concrete placed directly against excavation only when requested by the Contractor and accepted by the DNR Construction Inspector.
1. When omission of forms is accepted, provide additional concrete 1" on each side of the minimum design profiles and dimensions shown.

## PART 3 - EXECUTION

### 3.01 EXAMINATION:

- A. Examine the substrate and conditions under which work of this section is to be performed.
- B. Correct unsatisfactory conditions that would prevent proper and timely completion of the work.
- C. Do not proceed until unsatisfactory conditions have been corrected.

3.02 ERECTION:

A. General:

- 1. Construct forms complying with ACI 347, to the exact sizes, shapes, lines, and dimensions shown, and as required to obtain accurate alignment, location, grades, level, and plumb work in finish structures.
- 2. Provide for openings, offsets, sinkages, keyways, recesses, moldings, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required.
  - a. Use selected materials to obtain required finishes.
- 3. Forms for openings and construction which accommodates installation by other trades whose materials and products must be fabricated before the opportunity exists to verify the measurements of adjacent construction which effects such installations, shall be accurately sized and located as dimensioned on the Drawings.
- 4. In the event that deviation from the Drawing dimensions results in problems in the field, the Contractor shall be responsible for resolution of the conditions as approved by the Architect, without additional expense to the Owner.

B. Fabrication:

- 1. Fabricate forms for easy removal without hammering or prying against concrete surfaces.
- 2. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces.
- 3. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only.
- 4. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and assure ease of removal.
- 5. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete.
- 6. Brace temporary closures and set tightly to temporary openings on forms in as inconspicuous locations as possible, consistent with design requirements.
- 7. Form intersecting planes to provide true, clean cut corners.

C. Falsework:

- 1. Erect falsework and support, brace and maintain it to safely support vertical, lateral, and asymmetrical loads applied until such loads can be supported by in-place construction.
- 2. Construct falsework so that adjustments can be made for take-up and settlement.
- 3. Provide wedges, jacks, or camber strips to facilitate vertical adjustments.
- 4. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce work of required dimensions.

D. Forms for Exposed Concrete:

1. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes.
  2. Do not splinter forms by driving ties through improperly prepared holes.
  3. Provide sharp, clean corners at intersecting planes, without visible edges or offsets.
  4. Back joints with extra studs or girts to maintain true, square intersections.
  5. Use extra studs, walers, and bracing to prevent objectionable bowing of forms between studs and to avoid bowed appearance in concrete.
  6. Do not use narrow strips of form material which will produce bow.
  7. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
- E. Corner Treatment: Unless shown otherwise, form chamfers with 3/4" x 3/4" strips, accurately formed and surfaced to produce uniformly straight lines and tight edge joints on exposed concrete.
1. Extend terminal edges to required limit and miter chamfer strips at changes in direction.
- F. Control Joints: Locate as directed by DNR Construction Inspector or as indicated on the Drawings.
- G. Provisions for Other Trades: Provide openings in concrete formwork to accommodate work of other trades.
1. Verify size and location of openings, recesses and chases with the trade requiring such items.
  2. Accurately place and securely support items to be built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete.
1. Remove chips, wood, sawdust, dirt, and other debris just before concrete is placed.
  2. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

### 3.03 INSTALLATION:

- A. Embedded Items:
1. General: Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete.
  2. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.
  3. Edge Forms and Screeds: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface.
  4. Provide and secure units to support types of screeds required.
- B. Shores and Supports: Comply with ACI 347 for shoring construction, and as herein specified.
1. Submit a shore removal and reshoring schedule and drawings for the DNR Construction Inspector review before proceeding with this work.
  2. Do not proceed until schedule and drawings have been reviewed.

### 3.04 APPLICATION:

- A. Form Coating: Coat form contact surfaces with form-coating compound before reinforcement is placed.

1. Do not allow excess form coating material to accumulate in the forms or to come in contact with surfaces which will be bonded to fresh concrete.
2. Apply in compliance with manufacturer's instructions.

3.05 FIELD QUALITY CONTROL:

- A. Inspection: Concrete shall not be placed in forms until inspected by DNR Construction Inspector and permission is given to start placing concrete.

3.06 CLEANING:

- A. General: Formwork not supporting concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 10 degrees C (50 degrees F) for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operation, and provided that curing and protection operations are maintained.
- B. Formwork: Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements may not be removed in less than 14 days, and not until concrete has attained design minimum 28-day compressive strength.
  1. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of the concrete location or members, as specified in other sections.
- C. Form-Facing Material: Form-facing material may be removed four days after placement, only if shores and other vertical supports have been arranged to permit removal of form-facing material without loosening or disturbing shores and supports.
- D. Reuse of Forms: Clean and repair surfaces of forms to be reused in the work.
  1. Split, frayed, delaminated or otherwise damaged form-facing material will not be acceptable.
  2. Apply new form-coating compound material to concrete contact surfaces as specified for new formwork.
  3. When forms are reused for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints.
  4. Align and secure joints to avoid offsets.

END OF SECTION 031000

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: All reinforcing steel, steel mesh, and accessories and the installation of these items for all concrete reinforcement for this project.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:  
  
Section 031000 Concrete Forming and Accessories  
Section 033000 Cast-In-Place Concrete

1.02 REFERENCES:

- A. Comply with all applicable provisions of the following standards:
  - 1. CRSI "Manual of Standard Practice"
  - 2. ACI 315 "Details and Detailing of Concrete Reinforcement"
  - 3. ACI 318 "Building Code Requirements for Reinforced Concrete"
  - 4. ASTM A82 "Standard Specifications for Cold Drawn Steel Wire For Concrete Reinforcement"
  - 5. ASTM A185 "Standard Specifications for Welded Steel Wire Fabric For Concrete Reinforcement"
  - 6. ASTM A615 "Standard Specifications for Deformed and Plain Billet-Steel Bars For Concrete Reinforcement"

1.03 SUBMITTALS:

- A. Shop Drawings: Submit complete shop drawings of all materials proposed to be furnished and installed under this section in accordance with ACI "Manual of Standard Practice for Detailing Concrete Structure," ACI 315. Show:
  - 1. Bar schedule, stirrup spacing, diagrams of bent bars, and arrangements and assemblies.
  - 2. Review shop drawings requirements with DNR Construction Inspector before ordering shop drawings.
- B. Mill Certificates: Submit steel producer's certificates of mill analysis, tensile and bend tests for reinforcing steel.
  - 1. Submit certificates showing conformity with these requirements and those of ASTM A615 to the Architect for each melt.

1.04 DELIVERY, STORAGE AND HANDLING:

- A. Delivery: Deliver reinforcement to the job site bundled, tagged, and marked.
  - 1. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.
- B. Storage: Store reinforcement at the job site in a manner to prevent damage and accumulation of dirt and excessive rust.

## PART 2 - PRODUCTS

### 2.01 MATERIALS:

- A. Steel and Wire Reinforcement:
  - 1. Provide reinforcing steel consisting of deformed bars of the sizes shown on the Drawings.
  - 2. Provide steel conforming to ASTM A615 Grade 60 with deformation conforming to ASTM A305.
  - 3. Provide wire reinforcement conforming to ASTM A82 and welded wire fabric conforming to ASTM A185.
- B. Wire Reinforcement: Provide in accordance with ASTM A82.
- C. Welded Wire Fabric: Provide in accordance with ASTM A185.
  - 1. Unless otherwise noted elsewhere, reinforce all slabs with 6 x 6 - W 1.4 x W 1.4.
- D. Tie Wire: No. 16 double annealed iron wire.
- E. Accessories: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcement in place:
  - 1. Use wire bar-type supports complying with CRSI recommendations, unless otherwise indicated.
    - a. Do not use wood, brick and other such unacceptable materials.
  - 2. For slabs on grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - 3. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with either hot-dip galvanized or plastic protected legs.

## PART 3 - EXECUTION

### 3.01 EXAMINATION:

- A. Examine the substrate, formwork, and the conditions under which concrete reinforcement is to be placed, and correct conditions which would prevent proper and timely completion of the work.
- B. Do not proceed with the work until satisfactory conditions have been corrected.

### 3.02 INSTALLATION:

- A. General:
  - 1. Comply with the specified standards for details and methods of reinforcement placement and supports, and as herein specified.
  - 2. Clean reinforcement to remove loose rust and mill scale, earth, and other materials which reduce or destroy bond with concrete.
  - 3. Position, support, and secure reinforcement against displacement by formwork, construction, or concrete placement operations.
  - 4. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
  - 5. Place reinforcement to obtain the minimum coverage for concrete protection.

6. Arrange, space, and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operations.
7. Set wire ties so that twisted ends are directed away from exposed concrete surfaces.
8. Install welded wire fabric in lengths as long as practicable.
9. Lap adjoining pieces at least one full mesh.
10. Provide sufficient numbers of supports and of strength to carry reinforcement.
11. Do not place reinforcing bars more than 2" beyond the last leg of any continuous bar support.
12. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.
13. Splices: Provide standard reinforcement splices by lapping ends, placing bars in contact, and tightly wire tying.
  - a. Lap horizontal splices a minimum of 18".
  - b. Lap Vertical splices a minimum of 28".
  - c. Place bars in contact and tightly tie wire.

END OF SECTION 032000



PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: Provisions for all labor, materials and equipment required to construct all items classified as cast-in-place concrete.
  - 1. All concrete foundations and slabs as shown on the foundation plan floor plans and building section, as well as all other concrete not specifically specified elsewhere, are classified as cast-in-place concrete.
  - 2. All sidewalks and exterior slabs are specified in Division 32.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:
  - Section 02200 - Earthwork
  - Section 031000 - Concrete Forming and Accessories
  - Section 032000 - Concrete Reinforcing

1.02 REFERENCES:

- A. Codes and Standards: Comply with provisions of following codes, specifications and standards except where more stringent requirements are shown or specified.
  - 1. Uniform Building Code, U.B.C., latest edition.
  - 2. American Concrete Institute (ACI).
    - a. Manual of Concrete Practice.
    - b. ACI 301 - Specifications for Structural Concrete for Buildings.
    - c. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete.
    - d. ACI 305 - Hot Weather Concreting.
    - e. ACI 306 - Cold Weather Concreting.
    - f. ACI 308 - Standard Practice for Curing Concrete.
    - g. ACI 318 - Building Code Requirements for Reinforced Concrete.
  - 3. American Society for Testing of Materials (ASTM).
    - a. ASTM C33 - Standard specification for concrete aggregates.
    - b. ASTM C31 - Making and curing compressive and flexural strength test specimens in the field.
    - c. ASTM C94 - Standard specification for ready-mixed
    - d. ASTM C138 - Test for unit weight, yield and air content of concrete.
    - e. ASTM C143 - Test for slump test of Portland cement concrete.
    - f. ASTM C150 - Standard specification for Portland cement.
    - g. ASTM C260 - Standard specification for air-entraining admixture for concrete.

- h. ASTM C309 - Standard specification for liquid membrane-forming compounds for curing concrete.
- i. ASTM C494 - Standard specification for chemical admixtures for concrete.
- j. ASTM D994 - Standard specification for pre-formed expansion joint filler for concrete.
- k. ASTM D1850 - Standard specification for concrete joint sealer, cold application type.
- 4. Concrete Reinforcing Steel Institute (CRSI).
  - a. Manual of Standard Practice.
- 5. Iowa State Building Code, latest edition.

#### 1.03 SUBMITTALS:

- A. Product Data: Submit to the Architect manufacturer's product data with application and installation instructions for proprietary materials and items, accessories, admixtures, patching compounds, water stops, joint systems, curing compounds, dry-shake finish materials, and others as requested by Architect.
- B. Samples: Submit to the DNR Construction Inspector samples of materials specified, as requested, including names, sources and descriptions.
- C. Quality Control Submittals:
  - 1. Design Data: Submit data on proposed design mixes when trial batch method is used.
  - 2. Test Reports: Employ, at Contractor's expense, a testing laboratory acceptable to the Architect to perform material evaluation tests and submit reports.
  - 3. Material Certificates: Provide, in lieu of laboratory test reports when permitted by Architect, certificates signed by Manufacturer and Contractor verifying that each item complies with or exceeds specified requirements, .

#### 1.04 QUALITY ASSURANCE:

- A. Qualifications:
  - 1. Provide at least one person, on site, thoroughly familiar with the specified requirements, completely trained, and experienced in the necessary skills, to direct all work performed under this section.
  - 2. Use adequate numbers of skilled workers to ensure construction in strict accordance with the approved design.

#### 1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacement: In the event of damage, immediately make all repairs and replacements necessary to the approval of the DNR Construction Inspector and at no additional cost to the Owner.

#### 1.06 PROJECT/SITE CONDITIONS:

- A. Environmental Requirements: Observe weather conditions. Attempt no work in frozen conditions without written approval from the DNR Construction Inspector.
- B. Existing Conditions: Survey site conditions prior to commencing work.

1. Bring any discrepancies between existing work and the Drawings and Specifications to the attention of the Architect/DNR Construction Inspector.

## PART 2 - PRODUCTS

### 2.01 MANUFACTURERS:

- A. Subject to compliance with requirements, products from the following manufacturers can be incorporated into the work of this section.
  1. Euclid Chemical Co., 19218 Redwood Road, Cleveland, Ohio 44110.
  2. Master Builders Co., Ltd., 79 Kincort Street, Toronto, Ontario M6M3E4.
  3. Sika Chemical Corporation, P. O. Box 297, Lyndhurst, New Jersey 07071.
  4. Chem-Master Corporation, 477 Industrial Parkway, Chagrin Falls, Ohio 44022.
  5. W. R. Grace and Co., 62 Wittemore Avenue, Cambridge, Massachusetts 02140.
  6. W. R. Meadows, Inc., P. O. Box 543, Elgin, Illinois 60120.
  7. Protex Industries, Inc., 1331 West Evans Avenue, Denver, Colorado 80223.
  8. Sonneborn Building Products, 7711 Computer Avenue, Minneapolis, Minnesota 55435.
  9. Antihydro Co., 265 Badger Avenue, Newark, New Jersey 07108.
  10. L & M Construction Chemicals, Inc., 8316 Blondo Street, Omaha, Nebraska 68134.
  11. Glifford-Hill and Co., Inc., Woodland Green, Charlotte, North Carolina 28210.
  12. The Celotex Corporation, 1500 North Dale Mabry Highway, Tampa, Florida 33607.
  13. J & P Petroleum Products, Tex-Mastic Construction Materials, 2715 South Westmoreland, P. O. Box 4206, Dallas, Texas 75208.

### 2.02 MATERIALS:

- A. Portland Cement: ANSI/ASTM C 150, Type I or Type III, high early-strength cements unless otherwise acceptable to Architect.
- B. Normal Weight Aggregates: ANSI/ASTM C 33, and as herein specified.
  1. Coarse aggregate crushed limestone.
  2. Provide fine aggregate, regularly graded from coarse to fine, from source approved by Iowa D.O.T. Maximum size of aggregate not more than three-fourths minimum clear spacing between reinforcing bars and not more than one-fifth of smallest dimension of slab or member for which concrete is being used.
  3. Aggregate for unreinforced slabs maximum size one-third of slab thickness.
- C. Water: Provide clean, potable water for concrete, free from injurious amounts of foreign matter.
- D. Water-Reducing Admixtures: ANSI/ASTM, C 494, Type A and contain not more than one percent (1%) chloride ions.

"Eucon WR-74;" Euclid Chemical Co.  
"Pozzolith 322N;" Master Builders.  
"Plastocrete 160;" Sika Chemical Corp.  
"Chemtard;" Chem-Masters Corp.  
or approved equal

- E. Air-Entraining Admixture: ANSI/ASTM C 260, added to mixer in lieu of air-entrained cement.
  - "Darex (AEA);" W. R. Grace Co.
  - "Ad-Aire;" Carter-Waters Corp.
  - "Protex AES;" Protex Industries, Inc.
  - "Seal-Tight;" W. R. Meadows, Inc.
- F. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound complying with ANSI/ASTM C 309, Type I, Class A.
  - "Masterseal;" Master Builders.
  - "A-H 3 Way;" Sealer' Anti-Hydro Waterproofing Co.
  - "Ecocure;" Euclid Chemical Co.
  - "Clear Seal;" W. R. Grace.
  - "Kure-N-Seal;" Sonneborn-Contech.
  - "Polyclear;" Upco Chemical/USM Corp.
  - "L & M Cure;" L & M Construction Materials.
  - "LR-151;" Protex Industries.
  - "Hardtop;" Glifford - Hill.
  - 1. Curing compound: Provide a continuous, unbroken membrane adhering to moist concrete without disintegration, checking or peeling from the surface, nor showing signs of such deterioration within 30 days after application under actual working conditions.
    - a. Provide a color free compound sufficiently transparent allowing no permanent change in concrete color.
    - b. The compound may contain, however, a temporary dye of sufficient color to make the membrane clearly visible for a period of at least four hours after application.

### 2.03 EQUIPMENT:

- A. Batching, Mixing, and Delivery Equipment: Use transit-mixed concrete from approved batching and mixing plant. Batch, mix, and transport concrete to site in accordance with ANSI/ASTM 94.
- B. When air temperature is between 85°F. (30°C) and 90°F. (32°C), reduce mixing and delivery time from 1 1/2 hours to 75 minutes; and when air temperature is above 90°F. (32°C), reduce mixing and delivery time to 60 minutes.

### 2.04 ACCESSORIES:

- A. Pre-formed Joint Filler: ASTM D 994 and as herein specified.
  - 1. Pre-formed non extruding resilient material, one-half (1/2) inch wide depth required to bring surface to within one-half (1/2) inch of surface.
  - 2. Available Products: Subject to compliance with requirements, products that may be incorporated in the work include, but are not limited to, the following:
    - "Flexcell;" Celotex Corporation.
    - "Sealtight;" W. R. Meadows, Inc.
    - "Tex Mastic;" J & P Petroleum Products.
- B. Joint Sealer: ASTM D 1850 Concrete Joint Sealer, cold-application type.
- C. Vapor Barrier: Under slabs on ground, 4 mil polyethylene film.
- D. Storage: Store all cement materials in weather-tight enclosure, clear of ground, and protected from weather with suitable covering.

- E. Embedded Items: Verify and coordinate embedded items furnished by other trades.
- F. Admixtures: Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated as determined by ANSI/ASTM C 138.
  - 1. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within following limits:
  - 2. Concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure:
 

| Maximum Size Aggregate | Amount of Air (%) |
|------------------------|-------------------|
| 1 1/2" or 2"           | 5% + 1%           |
| 3/4" or 1"             | 6% + 1%           |
| 3/8" or 1/2"           | 7 1/2% + 1%       |
- G. Under slab Insulation: Provide manufacturer standard lengths and width polystyrene board insulation where shown on the Drawings.
  - 1. Rigid, close cell, extruded, expanded polystyrene board with integral high density skin; complying with FS HH-1-524 C, Type IV, minimum 20 PSI compressive strength, K-value of 0.20; 0.3% maximum water absorption; 1.1 perm.-inch maximum water vapor transmission.
  - 2. Thickness: As shown on the Drawings.

## 2.05 MIXES:

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301.
  - 1. If trial batch method used, use an independent testing facility acceptable to Architect for preparing and reporting proposed mix designs.
  - 2. Do not use the same testing facility as used for field quality control testing without Architect's approval.
- B. Design mixes to provide normal weight concrete with the following properties, as indicated on drawings and schedules:
  - 1. 4,000 psi 28-day compressive strength; 560 lbs. cement per cubic yard minimum; W/C ratio, 0.44 maximum.
  - 2. 3,000 psi 28-day compressive strength; 480 lbs. cement per cubic yard minimum; W/C ratio; 0.58 maximum.
- C. Consistency: Determine the quantity of water required for proper consistency of concrete by slump test in accordance with ANSI/ASTM C 143.
  - 1. For Vertical Wall Sections, Columns -- Maximum slump, 4 inches, plus or minus one inch tolerance.
  - 2. For Footings, Beams, Slabs -- Maximum slump, 3 inches, plus or minus one inch tolerance.

## PART 3 - EXECUTION

### 3.01 EXAMINATION:

- A. Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

- B. Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in.
- C. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work.
- D. Moisten wood forms immediately before placing concrete where form coatings are not used.

### 3.02 PREPARATION:

- A. Drain and pump all water from excavations, forms, and any locations where concrete is to be placed.
  - 1. Bottom of excavations shall be undisturbed earth free of frost or debris, level and compacted.
  - 2. Do not place any concrete until the Architect or DNR Construction Inspector has inspected and approved forms and soil conditions, and until reinforcing, sleeves, and embedded items have been placed.
  - 3. Clean all dirt and debris from transporting equipment. Clean reinforcement of all foreign matter. Clean forms and oil or wet (except in freezing conditions) surfaces.
  - 4. Compact, level, and dampen base fill material under slabs on grade.
  - 5. Prior to placing concrete, install polyethylene vapor barrier under interior slabs.
  - 6. Do not puncture or otherwise damage vapor barrier or membrane waterproofing.
- B. Transport concrete to prevent separation of materials in accordance with ACI practices.
  - 1. Do not add water to concrete during transporting.
  - 2. Handle from mixer to point of placement with carts, buggies, or conveyors.
  - 3. Do not dump concrete from mixer or from transporting equipment with a free fall of more than three feet.
  - 4. Clean transporting equipment at frequent intervals during placement.
  - 5. Do not use partially hardened or contaminated concrete.

### 3.03 PLACEMENT OF CONCRETE:

- A. Place concrete in accordance with ACI 304 "Recommended practice for measuring, mixing, transporting and placing concrete" and as herein specified.
- B. Place concrete continuously or in layers of such thickness that no fresh concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness.
  - 1. If a section cannot be placed continuously, provide construction joints as herein specified.
  - 2. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- C. Work concrete into corners and around reinforcement.
  - 1. Machine vibrate sufficiently to insure thorough compaction and complete embedment of reinforcing.
  - 2. Stop placement at point of no shear, or where directed, and erect tight, plumb dams through forms.
  - 3. Place concrete between construction joints in one continuous operation. Locate construction joints in slabs under partitions.

4. Brush on neat cement when pouring against hardened concrete.
- D. Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints.
1. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
  2. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding or tamping.
    - a. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
  3. Do not use vibrators to transport concrete inside forms.
    - a. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine.
    - b. Place vibrators to rapidly penetrate placed layer and at least six (6) inches into preceding layer.
    - c. Do not insert vibrators into lower layers of concrete that have begun to set.
    - d. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- E. Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.
1. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Bring slab surfaces to correct level with straight edge and strike off.
  3. Use bull floats or darbies to smooth surface, free of humps or hollows.
  4. Do not disturb slab surfaces prior to beginning finishing operations.
  5. Maintain reinforcing in proper position during concrete placement operations.
- F. Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306, "Cold Weather Concreting," and as herein specified.
1. When air temperature has fallen to or is expected to fall below 40°F. (4°C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 40°F. (4°C), and not more than 80°F. (27°C) at point of placement, and maintain minimum temperature over the entire work for no less than 72 hours.
    - a. Do not use frozen materials or materials containing ice or snow.
    - b. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
    - c. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators unless otherwise accepted in mix designs.
- G. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305, "Hot Weather Concreting," and as herein specified.

1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. (32°C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.
  2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
  3. Wet forms thoroughly before placing concrete.
  4. Use water-reducing retarding admixture (Type A) when required by high temperatures, low humidity, or other adverse placing conditions.
- H. Expansion Joints: Unless otherwise specifically designated on the Drawings, install expansion joint filler where interior slabs abut exterior walls, interior bearing walls and columns, and at perimeter of concrete equipment pads.
1. Omit expansion joint filler and install 15 lb. felt, centered below door, to break bond at exterior doors with concrete platforms, unless otherwise shown on the Drawings.
- I. Control Joints: Cut control joints 12 to 15 feet o.c. each way in all exposed concrete floor slabs on grade.
1. Locate in a uniform pattern within room spaces and centered below partitions separating spaces.
  2. Locate at doorways between rooms, at centerlines of exposed columns and to divide areas of irregular-shaped rooms.
  3. Verify location and cut to depth of one-sixth (1/6) of slab thickness with minimum of three-fourths (3/4) inch.
  4. Cut with carborundum saw, approximately six (6) to twenty-four (24) hours after placing concrete and when a minimum amount of raveling occurs in concrete.
  5. On exterior walks, score with one-fourth inch by one inch (1/4" x 1") deep control joints.
  6. Use straight edge guide when scoring joints.
  7. Where required depth of control joint cannot be made by scoring, cut joints with carborundum saw.

#### 3.04 CONCRETE FINISHING:

- A. Finish on Formed Surfaces: Verify that finished or formed surfaces conform accurately to the shape, alignment, grades and sections shown on the Drawings.
1. Finish surfaces free from fins, bulges, ridges, offsets, honeycombing or roughness, presenting a finished, continuous, hard surface.
  2. Round and bevel all sharp angles, where required.
  3. In accordance with coating manufacturer's specifications, do not permit the presence of any material detrimental to the specified paint or coating on any formed or finished surface to be painted or otherwise coated.
  4. Rough Form Finish:
    - a. Provide as-cast rough form finish to formed concrete surfaces that are to be concealed in the finish work or by any other construction.



- b. Standard rough form finish shall be the concrete surface having the texture imparted by the form facing material used, with tie holes and defective areas repaired and patched, and all fins and other projections exceeding one-fourth inch (1/4") in height rubbed down or chipped off.
- 5. Smooth Form Finish:
  - a. Provide as-cast smooth form finish for formed concrete surfaces that are to be exposed to view, or that are to be covered with a coating material other than cement plaster applied directly to the concrete.
  - b. Produce smooth form finish by selecting form material to impart a smooth, hard, uniform texture and arranging them orderly and symmetrically with a minimum of seams.
  - c. Repair and patch defective areas with all fins and other projections completely removed and smoothed.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring adjacent to formed surfaces, strike off smooth and finish with a smooth troweled finish.
- C. Slab and Floor Finished: Provide an adequate slope to the drains or to suitable points of disposal for all floor and flat roof surfaces and all exterior concrete floor, sidewalk and flat slab surfaces.
  - 1. Provide the direction of slope and the amount of crowning as shown on the Drawings or as prescribed by the Architect or the DNR Construction Inspector. Do not allow dry topping on any of the finishes.
  - 2. Scratch Finish:
    - a. Apply scratch finish to monolithic slab surfaces that are to receive concrete floor topping or mortar setting beds for tile and other bonded applied cementitious-finish flooring material.
    - b. After placing slabs, plane the surface to a tolerance not exceeding one-fourth inch (1/4") in twenty-four inches (24") when tested with a straight edge.
    - c. Slope surfaces uniformly to drains where required.
    - d. After leveling, roughen the surface before the final set by using stiff broom brush or rake.
  - 3. Float Finish:
    - a. Apply float finish to monolithic slab surfaces that are to receive trowel finish and other finishes hereinafter specified, and to slab surfaces which are to be covered with insulation, and as otherwise shown on the Drawings or in the schedules.
    - b. After placing concrete slabs, do not work the surface further until ready for floating.
    - c. Begin floating when the surface water has disappeared and when the concrete has stiffened sufficiently to permit operation of a power-driven float, hand float, or both.
    - d. Consolidate the surface with power-driven floats, or by hand-floating if area is small or inaccessible to power units.
    - e. Check and level the surface plane to a tolerance not exceeding one-fourth inch (1/4") in ten feet (10'-0") when tested with a ten-foot (10'-0") straight edge placed on the surface at not less than two different angles.
    - f. Cut down high spots and fill low spots.

- g. Uniformly slope surfaces to drains where required.
  - h. Immediately after leveling, refloat the surface to a uniform, smooth, granular texture.
4. Trowel Finish:
- a. Apply trowel finish to monolithic slab surfaces that are to be exposed to view, unless otherwise shown, and to slab surfaces that are to be covered with resilient flooring, carpeting, paint, or other thin-film finish coating system.
  - b. After floating, begin the first trowel finish operation using a power-driven trowel. Begin final troweling when the surface produces a ringing sound as the trowel is moved over the surface.
  - c. Consolidate the concrete surface by the final hand troweling operation, free from trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding one-eighth inch (1/8") in ten feet (10'-0") when tested with a ten-foot (10'-0") straight edge.
  - d. Grind smooth those surface defects which would telegraph through applied floor covering system.
5. Nonslip Broom Finish:
- a. Apply nonslip broom finish to exterior concrete platforms, steps and ramps, and elsewhere as shown on the Drawings or in the schedules.
  - b. Immediately after trowel finishing, slightly roughen the concrete surface by brooming in the direction perpendicular to the main traffic route. Use a fiber bristle broom.
  - c. Coordinate the required finish with the Architect or DNR Construction Inspector prior to the application.

### 3.05 CONCRETE CURING:

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- 1. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.
  - 2. Weather permitting, keep continuously moist for not less than seven (7) days.
  - 3. Begin final curing procedures immediately following initial curing and before concrete has dried.
  - 4. Continue final curing for at least seven (7) days in accordance with ACI 308, "Standard Practice for Curing Concrete."
  - 5. Avoid rapid drying at end of final curing period.
- B. Curing Method: Perform curing of concrete by moist curing, by moisture-retaining cover curing, by curing compound, and by combinations thereof as herein specified.
- 1. Provide moisture curing by the following methods:
    - a. Keep concrete surface continuously wet by covering with water.
    - b. Continuous water-fog spray.

- c. Covering concrete surface with specified absorbent cover, thoroughly saturating cover with water and keeping continuously wet.
  - d. Place absorbent cover to provide coverage of concrete surfaces and edges, with four-inch (4") lap over adjacent absorbent cover.
2. Provide moisture-cover curing as follows: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least three inches (3") and sealed by waterproof tape or adhesive.
  - a. Immediately repair any holes and tears during curing period using cover material and waterproof tape.
3. Apply curing compounds to slabs as follows:
  - a. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within two [2] hours).
  - b. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions.
  - c. Recoat areas subjected to heavy rainfall within three (3) hours after initial application.
  - d. Maintain continuity of coating and repair damage during curing period.
4. Do not use membrane curing compounds on surfaces which are to be covered with coating material applied directly to concrete, such as; liquid floor hardener, waterproofing, dampproofing, membrane roofing, flooring, painting, and other coatings and finish materials, unless otherwise acceptable to the coating manufacturer.

### 3.06 MISCELLANEOUS CONCRETE ITEMS:

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place.
  1. Mix, place, and cure concrete as herein specified to blend with in-place construction.
  2. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations as shown on the Drawings or required for the machine and equipment actually furnished.
  1. Set anchor bolts for machines and equipment to template, at correct elevations, complying with certified diagrams or templates of the manufacturer furnishing the machines and equipment.
  2. Provide isolation joints surrounding bases where indicated or required.

### 3.07 FIELD QUALITY CONTROL:

- A. Test of Materials and Installed Work: Materials and installed work may require testing and retesting, as directed by Architect, at any time during progress of work.
  1. Allow free access to material stockpiles and facilities.
  2. Tests, not specifically indicated to be done at Owner's expense, including retesting of rejected materials and installed work, shall be done at Contractor's expense.
  3. Slump Tests: Take one slump test for each 20 yards, or as directed by Architect, of concrete placed at one operation in accordance with ASTM C 143. Keep job record of test results and location.

4. Control Tests: During placement of concrete, take three standard 6" test cylinders in accordance with ACI 318-63 and ASTM C 31 for each type of concrete used. Test one at seven (7) days and one at twenty-eight (28) days.
  - a. Take one set for every 20 cubic yards and any fraction with a minimum of one set of three cylinders for each day's pour. Tag cylinders to show date and location of test cylinder.
  - b. Have compressive strength tests made by independent laboratory and results sent directly to Architect.
  - c. Hold remaining cylinders in case of breakage.
  - d. Should retention at job site delay testing beyond seven (7) days, fourteen (14) day test is acceptable.
  - e. Keep test cylinders shaded and damp until sent to laboratory.

### 3.08 REMEDIAL WORK:

- A. General: Reinforce or replace deficient work as directed by the Architect or DNR Construction Inspector and at no additional cost to the Owner.
- B. Patching: Repair defective areas and fill form-tie holes and similar defects in accordance with ACI 301.
  1. Where, in the opinion of the Architect or DNR Construction Inspector surface defects such as honeycomb occur, repair the defective areas as directed by the Architect or DNR Construction Inspector.

### 3.09 PROTECTION OF CONCRETE CONSTRUCTION:

- A. All surfaces shall be protected against injury.
  1. During the first 72 hours after placing the concrete, any wheeling, working or walking on the concrete shall not be permitted.
  2. All slabs subject to wear shall be covered with a layer of sand or other suitable material as soon as the concrete has set.
  3. Sisalcraft paper or other similar tough waterproof paper may also be used, provided all joints between adjacent strips of paper are carefully sealed. This does not alter the requirements for proper curing.
- B. Do not place concrete slabs or top surfaces of walls during rain unless acceptable protective shelter is provided; and during such weather, all concrete placed within the preceding 12 hours shall be protected with waterproof canvas or other suitable coverings. These shall be provided and kept ready at hand.
- C. All concrete construction shall be protected from excessive loading.
- D. Installation of mechanical and electrical equipment shall be accomplished by employing shores, bearing plates, frames, cranes and temporary beams.

END OF SECTION 033000

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: Provisions for all labor, materials and equipment required to provide stamped, textured and colored concrete where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

- Section 02200 - Earthwork
- Section 031000 - Concrete Formwork
- Section 032000 - Concrete Reinforcement

1.02 SUBMITTALS:

- A. Comply with pertinent provisions of Section 013300 - Submittals Procedures.
  - 1. Provide submittals for approval of color and texture.
- B. Test panel:
  - 1. At a location approved by the Architect, provide an 8' x 8' test panel prior to start of other work of this Section.
  - 2. Demonstrate in the test panel the pattern and finish proposed to be provided. Adjust as necessary to secure the Architect's approval.
  - 3. Provide the work of this Section in accordance with the approved test panel.

1.03 QUALITY ASSURANCE:

- A. Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use a subcontractor who regularly has been engaged in the placement of stamped concrete for not less than two years immediately preceding this Work, and who has a record of successful installations and a certificate of training from the finishing system manufacturer acceptable to the Architect.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Provide the following materials as required:
  - 1. Wire fabric: Comply with ASTM A185, welded steel.
  - 2. Portland cement: Comply with ASTM C150, type I or II, low alkali.
  - 3. Aggregate: Comply with ASTM C33, using aggregate of less than 3/8" dimension.
  - 4. Admixtures:

- a. Provide an air-entraining agent complying with ASTM C260, and/or a normal-set or retarded-set water-reducing admixture complying with ASTM C494, if these are standard with the approved subcontractor.
- b. Do not use calcium chloride in the mix.
5. Water: Clean, fresh, and potable.
6. Stamped Concrete Tools: Provide "Increte Stamped Concrete Tools" as manufactured by Increte Systems, 8509 Sunstate Street, Tampa, FL 33634. Pattern to be selected by the Architect.
7. Dry Shake Coloring Agent: Provide "Increte Systems Color Hardener" as manufactured by Increte Systems, 8509 Sunstate Street, Tampa, FL 33634. Color to be selected by the Architect.
8. Pigmented Release Agent: Provide "Increte Systemd Release Agent" as manufactured by Increte Systems, 8509 Sunstate Street, Tampa, FL 33634.
9. Clear Protective Coating: Provide "Increte Systems Clear Seal" as manufactured by Increte Systems, 8509 Sunstate Street, Tampa, FL 33634. Color to be selected by the Architect.
- B. Provide a minimum compressive strength at 28 days of 3000 psi, and provide advance evidence satisfactory to the Architect that this strength will be achieved.

#### 2.02 OTHER MATERIALS:

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

### PART 3 - EXECUTION

#### 3.01 SURFACE CONDITIONS:

- A. Examine the areas and conditions under which work of this Section will be performed.
- B. Correct conditions detrimental to timely and proper completion of the Work.
- C. Do not proceed until unsatisfactory conditions are corrected.

#### 3.02 INSTALLATION:

- A. General:
  1. Place the welded wire fabric.
  2. Place and screed the concrete mix to proper grade; wood float to a uniform surface.
  3. Apply colored hardener evenly to the plastic surface by the dry-shake method, using a minimum of 60 LB per 100 sq Ft.
    - a. Apply in two shakes; wood float after each; and trowel only after final floating.
  4. While concrete is still in the plastic stage of set, apply the forming tools to make the pattern called for on the Drawings.
  5. Cut control joints no later than 12 hours after concrete has been placed.
  6. Remove excess release agent in accordance with manufacturer's specifications.
  7. Seal with a minimum of one coat of specified sealer in accordance with product manufacturer's instructions.

8. Polish the sealed surface with a fine brush, and remove residual dust and grout from the surface.
- B. Protection:
1. Immediately upon completion of installation, install adequate protection.
  2. Maintain protection in place until acceptance of this portion of the Work by the Owner.

END OF SECTION 035000

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: Furnishing of all materials and labor to complete caulking and sealing of all joints which require caulking or sealing.
- B. Spaces noted on the Drawings to be caulked or sealed to make weathertight or neat appearing are included herein.
  - 1. The extent of each form and type of joint sealer is indicated on Drawings and by provisions of this section.
  - 2. The applications for joint sealers as work of this section include the following:
    - a. Pavement and sidewalk joints.
    - b. Concrete construction joints.
    - c. Floor joints (interior).
    - d. Wall joints (exterior).
    - e. Flashing and coping joints.
    - f. Interior wall/ceiling joints.
    - g. Gasketing of assemblies.
  - 3. Refer to Division 8 sections for glazing requirements; not work of this section.
  - 4. Refer to sections of Divisions 15 and 16 for joint sealers in mechanical and electrical work; not work of this section.
  - 5. General Performance: Except as otherwise indicated, joint sealers are required to establish and maintain air-tight and waterproof continuous seals on a permanent basis, within recognized limitations of wear and aging as indicated for each application.
    - a. Failures of installed sealers to comply with this requirement will be recognized as failures of material and workmanship.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02500 Paving and Surfacing  
Section 03300 Cast-In-Place Concrete  
Section 06100 Rough Carpentry  
Section 06200 Finish Carpentry



1.02 SUBMITTALS:

- A. Provide submittals in accordance with Section 01300.
- B. Product Data: Submit manufacturer's product information, specifications, handling, installation and curing instructions, and performance tested data sheets for each elastomeric product required.

1.03 QUALITY ASSURANCE:

- A. Qualifications of Manufacturers: Products used in the work of this section shall be produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.
- B. Qualifications of Installers: Proper caulking and proper installation of sealants require that installers be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements.
- C. For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the Drawings and the installation requirements called for in this section.

1.04 PROJECT/SITE CONDITIONS:

- A. Weather Conditions: Do not proceed with installation of liquid sealants under unfavorable weather conditions.
- B. Install elastomeric sealants when temperature is in lower third of temperature range recommended by manufacturer for installation.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. General: Manufacturers listed in this article include those known to product the indicated category of prime joint sealer material, either as a nominally pure generic product or as an equivalent-performance modification thereof or proprietary product.
- B. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:
  - 1. Manufacturers of acrylic latex sealant compounds:
    - a. VIP Enterprises, Inc.; Miami, FL
    - b. Sonneborn/Contech, Inc.; Minneapolis, MN
    - c. Gibson-Homans Co.; Cleveland, OH
    - d. W. R. Meadows, Inc.; Elgin, IL
    - e. Thoro Systems Products
  - 2. Manufacturers of elastomeric sealants:

- a. Dow Corning Corp.; Midland, MI
  - b. Gibson-Homans Co.; Cleveland, OH
  - c. Pecora Corp.; Harleysville, PA
  - d. Sonneborn/Contech, Inc.; Minneapolis, MN
  - e. Thoro Systems Products
  - f. Woodmont Products, Inc.; Huntington Valley, PA
3. Manufacturers of nonelastomeric sealants/caulks:
- a. Gibson-Homans Co.; Cleveland, OH
  - b. W. R. Meadows, Inc.; Elgin, IL
  - c. Pecora Corp.; Harleysville, PA
  - d. Sonneborn/Contech, Inc.; Minneapolis, MN
  - e. Tremco, Inc.; Miami, FL
4. Manufacturers of joint fillers/sealant backers:
- a. Dow Chemical Co.; Midland, MI
  - b. J & P Petroleum Products, Inc.; Dallas, TX
  - c. W. R. Meadows, Inc.; Elgin, IL
  - d. Sonneborn/Contech, Inc.; Minneapolis, MN
  - e. Williams Products, Inc.; Troy, MI

2.02 MATERIALS: \*Note – All interior sealants must have low – VOC certification

- A. General Sealer Requirements: Provide colors indicated or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.
- B. Type A, Single-Component Polysulfide Sealant: Except as otherwise indicated, provide manufacturer's standard, nonmodified, one-part, polysulfide-based, air-curing, elastomeric sealant; complying with either ASTM C 920 Type S Class 25, or FS TT-S-00230C Class A; self-leveling grade/type where used in joints of surfaces subject to traffic, otherwise nonsag grade/type.
- C. Type B, Single-Component Polyurethane Sealant: Except as otherwise indicated, provide manufacturer's standard, nonmodified, one-part, polyurethane-based, air-curing, elastomeric sealant; complying with either ASTM C 920 Type S Class 25, or FS TT-S-00230C Class A; self-leveling grade/type where used in joints of surfaces subject to traffic, otherwise nonsag grade/type.
  - 1. Bituminous Modification: Where joint surfaces contain or are contaminated with bituminous materials, provide manufacturer's modified type sealant compatible with joint surfaces (modified with coal tar or asphalt as required).
- D. Type C, Single-Component Silicon Rubber Sealant: Except as otherwise indicated, provide manufacturer's standard, nonmodified, one-part, silicone-rubber-based, air-curing, nonsag, elastomeric sealant; complying with either ASTM C 920 Type S Class 25 Grade NS, or FS TT-S-001543A Class A Type Nonsag.

1. Sanitary Interior Type: Where indicated and where applied in high-humidity or wet service, provide manufacturer's mold/mildew-resistant, acid type sealants for application to nonporous sealant bond surfaces.
- E. Type D, Acrylic-Emulsion Sealant: Provide acrylic-emulsion or latex-rubber-modified acrylic-emulsion sealant compound, permanently flexible, nonstaining and nonbleeding; recommended by manufacturer for protected exterior exposure and general interior exposure.
- F. Bituminous and Fiber Joint Filler: Provide resilient and nonextruding type premolded bituminous-impregnated fiberboard units complying with ASTM D 1751; FS HH-F-341, Type I; or AASHTO M 213.
- G. Joint Primer/Sealer: Provide type of joint primer/sealer recommended by sealant manufacturer for joint surfaces to be primed or sealed.
- H. Bond Breaker Tape: Provide polyethylene tape or other plastic tape as recommended by sealant manufacturer, to be applied to sealant-contact surfaces where bond to substrate or joint filler must be avoided for proper performance of sealant.
  1. Provide self-adhesive tape where applicable.
- I. Sealant Backer Rod: Provide compressible rod stock of polyethylene foam, polyurethane foam, polyethylene jacketed polyurethane foam, butyl rubber foam, neoprene foam or other flexible, permanent, durable nonabsorptive material as recommended by sealant manufacturer for back-up of and compatibility with sealant.
  1. Where used with hot-applied sealant, provide heat-resistant type, which will not be deteriorated by sealant application temperature, as indicated.

### PART 3 - EXECUTION

#### 3.01 EXAMINATION:

- A. Installer must examine substrates (joint surfaces) and conditions under which joint sealer work is to be performed, and must notify Contractor in writing of unsatisfactory conditions.
- B. Do not proceed with joint sealer work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

#### 3.02 PREPARATION:

- A. Clean joint surfaces immediately before installation of gaskets, sealants or caulking compounds.
  1. Remove dirt, insecure coatings, moisture and other substrates which could interfere with seal of gasket or bond of sealant or caulking compound.
  2. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer.
  3. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

- B. Prime or seal joint surfaces where indicated, and where recommended by sealant manufacturer.
- C. Confine primer/sealer to areas of sealant bond; do not allow spillage or migration onto adjoining surfaces.

### 3.03 INSTALLATION:

- A. Comply with manufacturer's printed instructions except where more stringent requirements are shown or specified, and except where manufacturer's technical representative directs otherwise.
- B. Set joint filler units at depth or position in joint as indicated to coordinate with other work, including installation of bond breakers, backer rods and sealants.
  - 1. Do not leave voids or gaps between ends of joint filler units.
- C. Install sealant backer rod for liquid-applied sealants, except where shown to be omitted or recommended to be omitted by sealant manufacturer for application indicated.
- D. Install bond breaker tape where indicated and where required by manufacturer's recommendations to ensure that liquid-applied sealants will perform as intended.
- E. Employ only proven installation techniques, which will ensure that sealants are deposited in uniform, continuous ribbons without gaps or air pockets, with complete "wetting" of joint bond surfaces equally on opposite sides.
  - 1. Except as otherwise indicated, fill sealant rabbet to a slightly concave surface, slighting below adjoining surfaces.
  - 2. Where horizontal joints are between a horizontal surface and vertical surface, fill joint to form a slight cove so that joint will not trap moisture and dirt.
- F. Install liquid-applied sealant to depths as shown; or, if not shown, as recommended by sealant manufacturer, but within the following general limitations, measured at center (thin) section of beads (not applicable to sealants in lapped joints).
  - 1. For sidewalks, pavements and similar joints sealed with elastomeric sealants and subject to traffic and other abrasion and indentation exposures, fill joints to a depth equal to 75% of joint width, but neither more than 5/8" deep nor less than 3/8" deep.
  - 2. For normal moving joints sealed with elastomeric sealants but not subject to traffic, fill joints to a depth equal to 50% of joint width, but neither more than 1/2" deep nor less than 1/4" deep.
  - 3. For joints sealed with nonelastomeric sealants and caulking compounds, fill joints to a depth in range of 75% to 125% of joint width.
- G. Spillage: Do not allow sealants or compounds to overflow from confines of joints, or to spill onto adjoining work, or to migrate into voids of exposed finishes.

1. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

#### 3.04 APPLICATION:

- A. Type A, Polysulfide Sealant: Apply in accordance with manufacturer's instructions for sealing cracks or joints on masonry, concrete, bricks, stone, tile, glass, aluminum, or stainless steel.
- B. Type B, Polyurethane Sealant: Apply in accordance with manufacturer's instructions instead of Type A on similar material where Type A can be used.
- C. Type C, Silicone Rubber Sealant: Use various categories of this type for above ground applications in accordance with manufacturer's instructions.
- D. Type D, Acrylic Type Sealant: Use this type to caulk surfaces which are slated to receive paint finish.
  1. Apply as recommended by product manufacturer.

#### 3.05 PROTECTION:

- A. Cure sealants and caulking compounds in compliance with manufacturer's instructions and recommendations to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Advise Contractor of procedures required for cure and protection of joint sealers during construction period, so that they will be without deterioration or damage (other than normal wear and weathering) at time of substantial completion.
- C. Cure and protect sealants in a manner which will minimize increases in modulus of elasticity and other accelerated aging effects.
- D. Replace or restore sealants which are damaged or deteriorated during construction period.

END OF SECTION 07900

**PART 1 - GENERAL**

1.01 SUMMARY:

A. Section Includes:

1. Provide complete and functioning electrical service and systems as shown on the Drawings, as specified herein, and as required for a complete and proper installation including, but not limited to:
  - a. Electrical service, complete, of size, voltage and type indicated or required to point of connection with utility company's equipment. Provide copper conductors only.
  - b. Telephone service complete with required number of lines to point of connection with telephone company's equipment.
  - c. Main distribution panels, metering facilities, main switch, and distribution panels or boards as needed.
  - d. Telephone conduit and panelboards.
  - e. Complete feeder system, in conduit, to distribution panels and branch panels.
  - f. Complete branch circuit wiring for lighting, motors, receptacles, junction boxes, area lighting, and similar uses.
  - g. Lighting fixtures and lamps, wall switches, fans, receptacles, controls, and similar items.
  - h. Hangers, anchors, sleeves, chases, supports for fixtures, and other electrical materials and equipment in association therewith.
  - i. Complete exterior light equipment and wiring system including setting of poles.
  - j. Trenching and backfilling for underground electrical installation.
  - k. Wiring system, in conduit, for equipment and controls provided under other sections of these Specifications including, but not necessarily limited to, Plumbing and Heating, Ventilating and Air Conditioning Sections.
  - l. Motor starters and controls for motors provided under the Contract, but for which motor starters and controls are not otherwise provided.
2. The omission of direct reference to an essential part, the necessity or use of which is reasonably implied shall not release the Contractor from providing the same.

3. Inspect the site(s) and/or existing building(s) as necessary to become familiar with all existing conditions affecting the performance of the work under this Contract.

a. Extras will not be allowed for failure to do so.

B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02200 Earthwork

Section 15600 Heating, Ventilating, and Air Conditioning

#### 1.02 REFERENCES:

A. Codes, Ordinances, and Standards: Comply with all applicable codes and regulations of the following:

1. National Electric Code, latest edition;
2. Iowa State Building Code;
3. Local Utility Company Regulations;
4. Underwriter's Laboratories.

#### 1.03 SYSTEM DESCRIPTION:

A. Power and lighting system: One 120/240 volt, 60 cycle, single phase 3-wire system service energizes the entire system.

B. Verify the exact location of primary service, secondary service, and transformers at the job site.

C. Underground Service Entrance: Provide continuous direct burial copper cable, USE neoprene jacket insulated and moisture resistant.

1. Minimum burial depth 24 inches.
2. Furnish and install number and size of conductors shown or as required by N.E.C.
3. All conductors shall be copper.

#### 1.04 SUBMITTALS:

A. Provide submittals in accordance with Section 01300.

B. Submit shop drawings, diagrams, and product information, material lists and manufacturer's specifications to Architect.

C. Product Data, Submit:

1. Materials list of items proposed to be provided under this section;
2. Manufacturers' specifications and other data needed to prove compliance with the specified requirements;

3. Manufacturers' recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the work.
- D. Samples:
1. When so requested by the Architect, promptly provide samples of items scheduled to be exposed in the final structure.
  2. When specifically requested by the Contractor and authorized by the Architect, approved samples will be returned to the Contractor for installation on the work.
- E. Manual: Upon completion of this portion of the work, and as a condition of its acceptance, deliver to the DNR Construction Inspector two copies of an operation and maintenance manual. Include within each manual:
1. Copy of the approved Record Documents for this portion of the work;
  2. Copies of all circuit directories;
  3. Copies of all warranties and guarantees.

#### 1.05 QUALITY ASSURANCE:

- A. Qualification of Installers: For the actual fabrication, installation, and testing of the work in this section, use only thoroughly trained, licensed, experienced workers completely familiar with the items required and with the manufacturer recommended methods of installation.
1. No allowance will be made for lack of skill on part of workers in acceptance or rejection of installed work.
- B. Provide only new materials of grade and quality specified. Unless otherwise approved or specified, provide materials, equipment, devices, pipe fittings, etc., of U.S. manufacture.

#### 1.06 DELIVERY, STORAGE, AND HANDLING:

- A. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect/DNR Construction Inspector and at no additional cost to the Owner.

#### 1.07 SEQUENCING AND SCHEDULING:

- A. Coordination of Work: Plan work so that it proceeds with a minimum of interference with other trades.
1. Coordinate openings, special frames and sleeves required for electrical work with the building construction and the mechanical installation.



- B. Cooperation with Other Trades: Perform the work of this section in conformity with the construction called for by other trades and afford other trades reasonable opportunity for the execution of their work.
  - 1. Coordinate the work of this section with the work of other trades at such time and in such a manner as not to delay or interfere with other work.
  - 2. Examine the Drawings and Specifications for the general and mechanical work and the work of other similar trades.

1.08 WARRANTY:

- A. Guarantee the entire installation, including every part and every specialized system, from the standpoint of workmanship and material for one year after formal acceptance by the Architect.

**PART 2 - PRODUCTS**

2.01 MANUFACTURERS:

- A. Subject to compliance with requirements, manufacturer offering electrical material and components which may be incorporated in the work include, but are not limited to, the following:
  - 1. Square D
  - 2. General Electric
  - 3. ITE
  - 4. Westinghouse
  - 5. Hubbell
  - 6. Bryant
  - 7. Arrow-Hart

2.02 MATERIALS:

- A. Provide only materials that are new, of the type and quality specified.
  - 1. Where Underwriter's Laboratories, Inc. have established standards for such materials, provide only materials bearing the UL label.
- B. Provide only copper conductors as part of permanent installation within this project, from connection with the power company's equipment to connection to fixtures, receptacles or other devices or appliance as specified herein.
  - 1. No other will be approved for use anywhere within this project at any location.
  - 2. Remove and replace any wire or cable used on this project which does not meet this requirement, at no cost to the Owner.
- C. Temporary Power:

1. In addition to providing temporary power, provide and pay the costs for installing permanent electrical meter or meters as required;
2. When permanent metering is in place and connected, the Owner will pay the costs for electrical power charged against the meter or meters.

## 2.03 COMPONENTS:

### A. Distribution Panels:

1. Circuit breaker type with single main disconnect, solid neutral with voltage and main bus rating equal to or exceeding rating on panel schedule.
2. Provide code gauge steel galvanized boxes with surface cover.
3. Provide code gauge steel trim with gray enamel finish, and Door, complete with directory of circuits and key locked.
4. Provide plug-in or bolt-in circuit breakers, of rating indicated, poles indicated, and be manual quick-break and automatic quick-break, and automatic quick-break and thermal magnetic trip.
  - a. Multiple pole breakers shall have a common trip.
  - b. Provide breakers with ground fault protection for outlets as required by Code, except for outlets requiring ground fault interruption, as indicated on the Drawings, for which separate and individual ground fault protection and reset features shall be provided as part of the outlet.
5. Provide panels for 120/240 volt service of amperage indicated as manufactured by, but not limited to, one of the following:
  - a. Square D
  - b. General Electric
  - c. ITE
  - d. Westinghouse
6. U.L. approved and N.E.C. rated.
7. Identify all panelboards, cabinets, safety switches, and other apparatus used for operation and control of circuits, appliances and equipment.

### B. Wiring Devices:

1. Receptacles: Specification grade, duplex, 3-pole grounding type, 15 amp, 125 V AC as manufactured by, but not limited to, one of the following:
  - a. Hubbell
  - b. Bryant
  - c. Leviton

2. Switches: Specification grade, quiet type, 20 amp, 120-277 V AC as manufactured by, but not limited to, one of the following:
    - a. Hubbell
    - b. Bryant
    - c. Arrow-Hart
  3. Provide devices U.L. approved and N.E.C. rated.
  4. Provide brown wiring devices and chrome plated smooth metal, switch and receptacle cover plates.
- C. Fittings, Boxes, Etc.:
1. Provide code gauge galvanized steel outlet boxes, junction boxes, and switch boxes .
  2. Provide square, rectangular, or octagonal boxes of a suitable and ample size.
- D. Raceways and Fittings:
1. Provide rigid galvanized steel conduit, or electrical metallic tubing (EMT) with compression or tap-on type fittings for Raceways and Fittings to be installed in walls, above ceilings, or exposed in mechanical areas.
  2. Provide rigid galvanized coated conduits with asphaltum paint for Raceways and Fittings to be installed in floor slab or underground.
  3. Provide conduit and fittings, 3/4" or larger, N.E.C. approved and rated.
  4. Do not use conduits smaller than 3/4".
- E. Conductors:
1. Wire and cable shall be 600 V insulated N.E.C. standard TW, THW, RHW, or XHHW.
  2. Provide only copper wiring.
  3. Branch circuit conductors, within 3 inches of a ballast in the ballast compartment, shall have 90° C. (194°F.) insulation or better.
- F. Lighting Fixtures: Provide both interior and exterior fixtures as shown on the Fixture Schedule in the Drawings.
1. General: Provide complete lighting fixtures with all required suspension accessories, canopies, casings, sockets, holders, reflectors, and other items, completely wired and assembled.
  2. Ballasts: For all fluorescent fixtures provide one of the high power-factor Class P type, and their design and construction conforming with CBM standard and identified as such with the CBM-ETL label, equipped with a dual protection system consisting of non-resetting protector in the power capacitor, and a U.L. approved protector adjacent to the coil.

3. Provide indoor and outdoor lighting fixtures as shown on the schedules.
4. Unless otherwise specified or shown on the Drawings, provide lighting poles of treated wood guaranteed to withstand 100 MPH winds while supporting indicated luminaires.

2.04 TELEPHONE:

- A. Provide conduits, service entrance equipment, outlets, terminal boards, and other items shown on the Drawings or required for a complete, approved, and operating telephone service, except for such items and equipment as are furnished by the serving telephone company.
- B. Provide access pull boxes so that no conduit run is longer than 100 feet, or contains more than two 90° elbows.
- C. Provide pull wires in all telephone and intercom units.
- D. Provide the intercom system shown on the Drawings.

2.05 OTHER MATERIALS:

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

**PART 3 - EXECUTION**

3.01 EXAMINATION:

- A. Examine the areas and conditions under which the work of this section will be installed.
- B. Correct conditions detrimental to the proper and timely completion of the work.
- C. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PREPARATION:

- A. Coordination: Coordinate installation of electrical items with the schedules for other work, to prevent unnecessary delays in the total work.
- B. Where lighting fixtures and other electrical items are shown in conflict with locations of structural members and mechanical or other equipment, provide all required supports and wiring to clear the encroachment.
- C. Accuracy of Data: The data indicated on the Drawings and in these Specifications are as exact as could be secured, but their absolute accuracy is not guaranteed.
  1. Exact locations, distances, levels, and other conditions will be governed by the building.
  2. Use the Drawings and these Specifications for guidance, and secure the Architect's approval of all changes in locations.

- D. Measurements: No extra compensation will be made because of differences between locations shown on the Drawings and measurements at the building.
  - 1. Verify all measurements at the site.
- E. Circuiting: The branch circuits have been designed for maximum economy consistent with wire sizes for voltage drop and other considerations in accordance with the N.E.C or better.
- F. Trenching and backfilling: Perform all such trenching and backfilling required as part of the work of this contract in strict accordance with the provisions of Section 02200 and 02222 of these Specifications.

### 3.03 INSTALLATION:

- A. Conceal all conduit in walls or ceiling space unless otherwise specifically approved by the Architect or indicated on the Drawings. Where conduit is allowed to be exposed, install the conduit parallel with or at right angles to structural members, walls, and lines of the building.
- B. Where conduit is installed in concrete slabs, on the ground, underground, or exposed to the weather, make all joints liquid-tight and gas-tight.
  - 1. Bury all underground conduit to a depth of 2'0" below finished grade unless otherwise shown on the Drawings.
- C. Keep all conduit at least 6" away from the covering on hot water pipes.
- D. Except for cables or wires otherwise called for, install all conductors in conduit, metal gutter raceway, or pullboxes.
- E. Do not use conduit smaller than 3/4" for a branch circuit on this project.
  - 1. Unless otherwise specified, provide code-size conduit for number and size of wire required by Code.
- F. Where conduit is installed concealed in walls or above the ceiling, or exposed in work areas, provide rigid galvanized conduit or electrical metallic tubing with compression-type fittings.
  - 1. Paint or wrap elbows.
  - 2. Seal joints to prevent entrance of water.
  - 3. Provide ground wire of proper size.
  - 4. Use nylon (rather than steel) fish tape.
- G. Use flexible conduit only for short motor connections, or where subject to vibration.
- H. Provide necessary sleeves and chases where conduits pass through floors and walls, and provide other necessary openings and spaces, arranging for in proper time to prevent unnecessary cutting in connection with the work.

1. Perform cutting and patching in accordance with the provisions for the original work.
- I. Where conduit is exposed, run parallel to or at right angle with lines of the building.
1. Make bends with standard conduit elbows or conduit bent to not less than the same radius.
  2. Make bends free from dents and flattening.
- J. Securely and rigidly support conduits throughout the work.
- K. Where conduits pierce the roof, provide 24 gauge galvanized iron roof jacks and flashing collar brazed onto the conduits and covering the top of the roof jacks.
- L. Installation of Lighting Fixtures:
1. Install lighting fixtures in accordance with Fixture Schedule on Drawings complete and operational.
  2. Wire all fixtures with fixture wiring of at least 150 degrees C rating.
    - a. Conductors in wiring channels of fixtures mounted in rows shall be the same size as the circuit wiring supplying the rows.
  3. Install all fluorescent fixtures straight and true with reference to adjacent walls.
  4. Install all lighting fixtures, including those mounted on continuous rows, so that the weight of the fixture is supported either directly or indirectly by a sound and safe structural member of the building, using adequate number and type of fasteners to ensure a safe installation.
    - a. Screwed fastenings and toggles through ceiling or wall material are not acceptable.
  5. Provide lamps for fixtures as shown on Fixture Schedule.
- M. Installation of Conductors:
1. All conductors used for branch circuits shall be minimum number 12 protected by 20 ampere circuit breakers.
    - a. Install larger wires where necessary to limit voltage drop or as required by Code.
  2. Install Conductors continually from outlet to outlet and make no splices except within outlet or junction boxes.
    - a. Junction boxes may be used where required.
  3. No more than three circuits will be permitted in one raceway.
    - a. A common neutral may be used as permitted by the National Electric Code.

4. Terminals and Splices: Terminate stranded conductors with approved copper connecting lugs, accommodating the full diameter of the bare conductor.
    - a. Run the entire lengths of mains and feeders in continuous sections without joints or splices.
  5. Splices will be permitted only at outlet or junction boxes.
    - a. Thoroughly clean splices, mechanically and electrically secure without solder, then soldered.
    - b. After soldering, wrap rubber and friction tape. Vinyl plastic tape will be acceptable subject to the approval of local inspection authorities.
    - c. Scotch lock type S, M, L, and D connectors will be approved as equal to soldering.
  6. Place no conductor in or below concrete floor.
- N. Installation of Panels:
1. Installation: Unless otherwise indicated on the Drawings, install all panels with the top of the trim 6'-0" above the furnished floor.
    - a. Surface mount panels located where they are not visible to the public.
  2. Directories: Mount a typewritten directory behind glass or plastic on the inside of each panel door.
    - a. On the directory, show the circuit number and complete description of all outlets on each circuit.
  3. Anchor panels securely to substrate with mechanical fasteners at locations indicated on Drawing.
- O. Certain materials and equipment will be furnished by others and installed or connected under this Contract. Verify installation details.
1. Foundations for apparatus and equipment will be furnished by other unless otherwise noted, detailed, or designated by General Contractor.
- P. Mounting Heights: To center of box above finished floor for the below-named items, unless otherwise shown or indicated.
1. Other mounting heights are indicated on the Drawings by detail or by a plus dimension shown adjacent to the symbol.
    - a. Flush toggle switches: 48".
    - b. Convenience outlets and similar: 12" - finished areas (unless noted otherwise).
    - c. Convenience outlets and power outlets: 48".

- d. Safety switches: 54" to operator.
- e. Motor controllers: 54" or top even with safety switch.
- f. Panelboards: 72" to top.

3.04 FIELD QUALITY CONTROL:

- A. Testing: At the conclusion of the work, test each and every circuit to establish the proper operation of electric equipment and freedom from improper ground as well as to ascertain the insulation values which shall not be lower than those required by the National Electrical Code.
- B. Carry out final test in the presence of the Architect/DNR Construction Inspector.

3.05 CLEANING:

- A. Thoroughly clean exposed conduits, panel boards, fixtures, switches, hangers, and other exposed equipment.
- B. Clean and wash fixture glass and shield.

END OF SECTION 16000



# Specifications for Iowa DNR Restroom Building

## **PART 1 – GENERAL**

1. SCOPE
  - 1.1. Construction and onsite placement of a prefabricated precast concrete restroom building.
2. MANUFACTURER
  - 2.1. Manufacturer shall be Huffcutt Concrete or a pre-approved equal.
  - 2.2. Manufacturer shall be an NPCA Certified Plant or equal with verifiable references demonstrating quality, design and service upon request.
  - 2.3. Manufacturer will provide a written warranty providing 20 years structural, manufacturer's warranty on all hardware and components not produced at precast concrete manufacturer's plant, and 3 years against defects in paint, caulk, and grout.
3. DESIGN
  - 3.1. Building will be manufactured using precast concrete including the roof. Building's structural and foundation design will be relevant to the region and properties associated with its final placement. Design will also meet ADA and building code requirements.
4. SUBMITTALS
  - 4.1. Manufacturer shall provide submittals and engineering if requested.

## **PART 2 – PRODUCTS**

1. MATERIALS
  - 1.1. Doors and Frames
    - 1.1.1. Doors shall be 18ga galvanized metal, louvered with 16ga frames. Doors and frames shall include one coat of rust inhibitive primer and two finish coats of enamel paint.
  - 1.2. Door Hardware
    - 1.2.1. Aluminum drip caps. Reese or equal.
    - 1.2.2. Door closures with hold open. Cal-Royal or equal.
    - 1.2.3. Stainless hinges with non-removable pin. Cal-Royal or equal.
    - 1.2.4. Locksets.
      - 1.2.4.1. Grade 1 – Brushed Stainless
      - 1.2.4.2. Restrooms – Lever, Schlage ND70PD Classroom function.
      - 1.2.4.3. Mechanical Room – Lever, Schlage ND70PD Classroom function.
    - 1.2.5. Brush style sweeps. Reese or equal.
    - 1.2.6. ADA compliant thresholds. Reese or equal.
  - 1.3. Windows
    - 1.3.1. Vinyl frame, obscure glass, operable. Parco or equal.

#### 1.4. Plumbing

##### 1.4.1. Stools

1.4.1.1. Kohler porcelain wall mounted, ADA compliant, elongated bowl.

1.4.1.2. Zurn flush valve, concealed, hydraulic actuator.

##### 1.4.2. Urinal

1.4.2.1. Kohler porcelain wall mounted, ADA compliant.

1.4.2.2. Zurn flush valve, concealed, hydraulic actuator.

##### 1.4.3. Lavatories

1.4.3.1. Kohler wall mounted sink, ADA compliant.

1.4.3.2. Moen single handle ADA metering faucet.

##### 1.4.4. Floor Drains

1.4.4.1. Sioux Chief on grade adjustable floor drain.

#### 1.5. Electrical

##### 1.5.1. Interior

1.5.1.1. RAB Vandalproof Tuff Dome motion sensors.

1.5.1.2. RAB VAN1 lights.

1.5.1.3. GFI receptacles.

1.5.1.4. Fastaire hand dryer.

##### 1.5.2. Exterior

1.5.2.1. Photo controlled Acculite Polaris – DS Series, featuring two CFTR(42)W/GX24Q bulbs (catalog number DS-242CF-UN).

##### 1.5.3. Chase

1.5.3.1. 100amp loadcenter.

1.5.3.2. (3) 2 bulb florescent lamps.

1.5.3.3. Broan MP280 exhaust fans, (1) restrooms, (1) showers.

#### 1.6. Interior Hardware

1.6.1. Stainless 3 roll toilet paper dispensers.

1.6.2. ADA toilet stalls shall have (1) 18" stainless vertical grab bar, (1) 36" stainless horizontal grab bar, (1) 42" stainless horizontal grab bar.

1.6.3. Stainless frame 18" x 36" mirrors.

1.6.4. Coat hooks.

1.6.5. Comtec plastic partition doors and ADA compliant hardware.

#### 1.7. Sealers

1.7.1. Floor shall be sealed using a deep penetrating, high alkali resistant, low volatility product. TK-290 or equal.

#### 1.8. Caulks and Grout

1.8.1. All joints between precast panels shall be caulked using a durable, flexible polyurethane sealant. BASF Sonolastic NP-1 or equal.

1.8.2. Weld plate panel connections shall be grouted flush with interior wall surface. Speed Crete Red Line or equal.

## 2. FINISHES

## 2.1. Interior

2.1.1. Smooth trowel finish.

## 2.2. Exterior

2.2.1. Exterior wall appearance to be approved by owner using an architectural form liner. Board and Batten, Spec Formliners 1214. Horizontal Woodgrain, Dayton 70603.

2.2.2. Roof shall be cedar shake architectural form liner. Spec Formliners 1231.

## 2.3. Paint

### 2.3.1. Interior

2.3.1.1. Wall panels shall be primed with a premium quality water based acrylic bonding primer moisture and alkali resistant. Finish coat shall be a high performance concrete stain. H&C Concrete Stain, custom color match "tan".

### 2.3.2. Exterior

2.3.2.1. Roof shall be covered with a high performance concrete stain. H & C Concrete Stain, custom color match (Sherwin Williams SW6083) Sable.

2.3.2.2. Walls shall be covered with a high performance concrete stain. PPG ColorSeal Concrete Stain, custom color match "Natural Honey".

2.3.2.3. Doors shall be covered using 2 coats of a high performance 100% acrylic satin enamel. Sherwin Williams DTM Acrylic Coating Semi-Gloss, SW6083 Sable.

## **Part 3 – Execution**

### 1. PRECAST CONCRETE RESTROOM BUILDING

1.1. Building manufacturer shall construct, assemble, paint, install plumbing and electrical at their plant so that it may be transported to the jobsite in finished modules and placed using a crane.

1.2. Building manufacturer shall provide mechanical rough in drawing showing where electrical, water supply line, waste line, and floor drains are to be located for hook up to building.

1.3. Contractor will make final mechanical connections after the building is placed by manufacturer.

1.4. Manufacturer will caulk interior and exterior seams between modules. Manufacturer will also perform any shipping and handling repairs during installation.

### 2. ONSITE

2.1. Contractor shall provide adequate access and a level pad for the crane and semis to sit side by side under their own power. Working radius shall be 35' from center pin on crane.

2.2. Contractor shall design and pour a foundation suitable for building to sit on. Foundation shall be level to within ¼".

2.3. Contractor shall rough in mechanicals according to mechanical rough in drawing provided by building manufacturer. Mechanicals shall be terminated at top of

foundation. Final mechanical connections shall be done by contractor including floor drains.

- 2.4. Contractor will perform initial startup of building using O & M manual as a reference. Contractor will also perform any necessary troubleshooting during initial startup.