

IOWA DEPARTMENT OF NATURAL RESOURCES

PROJECT MANUAL



DNR FAIRGROUNDS

ARCHERY BUILDING AND COURTYARD IMPROVEMENTS

POLK COUNTY, IOWA

ATTENTION BIDDERS

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

PREPARED BY

IOWA DEPARTMENT OF NATURAL RESOURCES

ENGINEERING BUREAU

502 E 9TH ST

DES MOINES IA 50319-0034

PROJECT NO. 24-05-77-01

Obtain complete sets of contract documents including Drawings, Specification, bid documents, bidders' list in
electronic format at: www.beelineandblue.com

Section Number

- 00001 Cover Page
- 00002 Table of Contents
- 00003 Enumeration of Drawings

Bidding Requirements:

- 00020 Notice to Bidders
- 00120 Special Notice to Contractors
- 00300 Proposal
- 00310 Certification Regarding Debarment, Suspension and Other Responsibility Matters
- 00320 Minority/Women's Business Enterprise
- 00321 Guidance for Minority/Women's Business Enterprise
- 00330 Certification of Nonsegregated Facilities
- 00340 Certification Regarding Lobbying
- 00350 Instructions for Disclosure of Lobbying
- 00360 Nondiscrimination in Employment
- 00410 Proposal Guarantee Bond

Conditions of the Contract:

- 00500 Contract
- 00610 Performance Bond
- 00700 General Covenants and Provisions
- 00710 Specific EEO Responsibilities

Supplementary Conditions of Contract:

- 00811a Supplementary Covenants and Provisions
- 00812 Special Provisions

Division 1 - General Requirements:

- 01000 General Requirements
- 01050 Field Engineering
- 01250 Measurement and Basis of Payment
- 01030 Alternates
- 01300 Submittals
- 01400 Quality Control
- 01500 Temporary Facilities and Control
- 01560 Temporary Pollution Controls
- 01600 Material and Equipment
- 01700 Project Closeout
- 01730 Operations and Maintenance Data

Technical Specifications:

- 02411 Selective Site Demolition
- 06071 Preservative Treated Woods
- 06100 Rough Carpentry
- 06190 Wood Trusses
- 07600 Flashing and Sheet Metal
- 07712 Manufactured Gutters and Downspouts
- 07900 Joint Sealers

09900 Painting
16010 Electrical General Requirements
16060 Grounding and Bonding
16073 Hangers and Supports for Electrical Systems
16075 Electrical Identification
16120 Conductors and Cables
16130 Raceways and Boxes
16140 Wiring Devices
16145 Lighting Control Devices
16442 Panelboards
16511 LED Lighting
129300 Site Furnishings
312316 Excavation
312500 Sediment and Erosion Control
321313 Concrete Pavers
321413 Permeable Pavers
329219 Seeding
329300 Trees, Shrubs, Ground Cover
330522 Utility Trench Excavation and Backfill
334000 Stormwater Utilities
334001 Bioretention Cell

END OF SECTION 00002

CONSTRUCTION DRAWINGS - SHEET NO. A-001 THROUGH NO. E-200 INCLUSIVE

Architectural

- Sheet No. A-001 -- Cover Sheet
- Sheet No. A-002 -- Wall Types, Notes, and Symbols
- Sheet No. A-003 -- Project Location

Civil and Landscaping

- Sheet No. C0.1 -- Estimate Reference Information
- Sheet No. C1.0 -- Site Demolition Plan
- Sheet No. C2.0 -- Site Layout Plan
- Sheet No. C3.0 -- Grading Plan
- Sheet No. C4.0 -- Utility Plan
- Sheet No. C5.0 -- Construction Details
- Sheet No. L6.0 -- Planting Plan
- Sheet No. L6.1 -- Planting Plan – Bioretention Cell
- Sheet No. L6.2 -- Planting Notes and Details

Architectural

- Sheet No. A-010 -- Architectural Site Plans
- Sheet No. A-020 -- Life Safety Plan
- Sheet No. A-100 -- Reference Floor Plan
- Sheet No. A-200 -- Exterior Elevation
- Sheet No. A-300 -- Building Sections
- Sheet No. A-301 -- Building Details
- Sheet No. A-400 -- Stage Plan and Elevation
- Sheet No. A-401 -- Stage Section and Details
- Sheet No. A-402 -- Truss and Bracket Details
- Sheet No. A-500 -- Alternate #1: DNR Pavilion Upstairs
- Sheet No. A-600 -- Finish, Door and Window Schedules

Electrical

- Sheet No. E-000 -- Electrical Notes and Symbols
- Sheet No. E-001 -- Electrical Site Reference Plan
- Sheet No. E-100 -- Enlarged Electrical Plans
- Sheet No. E-200 -- One-Line and Details

Notice to Bidders - Iowa Department of Natural Resources

Starting July 27th, 2022, the Department of Natural Resource will be accepting sealed construction bids via email.

Sealed bids will be received by the Iowa Department of Natural Resources, at the Wallace State Office Building, 502 East 9th Street, Des Moines, IA, 50319-0034, or via email at constructionbids@dnr.iowa.gov until **11:00am, December 7, 2023** for the public improvement projects listed below, at which time they will be opened publicly. After the bid opening, bid results may be obtained by visiting the Department's website at <https://programs.iowadnr.gov/engreal/projectlist.asp>. In addition to attending the bid opening in person, interested parties may also call in to the following number to listen to the bid opening:

Conference call number: +1 (240) 623-0919

PIN: 683-750-293#

In order to improve sound quality, please mute your phone by pressing *6. If you have questions, you can unmute your phone by pressing *6.

Sealed bids sent via email must be sent to constructionbids@dnr.iowa.gov When emailing bid documents, the subject line of the email must state the following: Project Number, Project Name, and Bid Letting Date. Please ensure the first page of the emailed attachment, or first of multiple attachments, is the bid proposal. **No bids shall be accepted via FAX.**

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 mail room or reception staff, by the time and date described in this Notice to Bidders, regardless of whether the bid was mailed or 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 IA 50312. Please visit 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. Scanned copies of the bid security will be accepted for those bidders submitting bids electronically. Additionally, the submission of an electronic bid security in the form of a certified check, cashier's check, or money order, the original security must be mailed to the Department at the Wallace State Office Building, 502 East 9th Street, Des Moines, IA 50319 within (5) business days of the bid letting date. 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 stormwater permit that is necessary if construction activities disturb one acre or more.

Project Estimate: \$610,000.00

Funding Source: Special Appropriations and EPA 319

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

Ryan Richey
Project Manager
Wallace State Office Building
502 E 9th St
Des Moines, Iowa 50319-0034
Phone: (515) 979-0107
Fax: (515) 725-8202
Ryan.richey@dnr.iowa.gov

Direct questions concerning Site Review and Project Inspection to:

Jason Kruse
District Engineer
Phone: (515) 250-3707
Jason.kruse@dnr.iowa.gov

Direct questions concerning Bidding and Contract Procedures to:

Heath Delzell, Design Engineering Supervisor
Wallace State Office Building
502 E 9th St
Des Moines, Iowa 50319-0034
Phone: (515) 979-0104

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, 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>.

Time and Date of Letting **11:00 AM, December 7, 2023**

PROPOSAL

Project Description and Location

Project No. **24-05-77-01**

**ARCHERY BUILDING AND COURTYARD IMPROVEMENTS
DNR FAIRGROUNDS
POLK COUNTY, Iowa**

Proposal of: _____
(Name of Bidder)

Located at: _____
(Address) (Telephone include area code)

| 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 |
|------------------------------|---|--|----------------------------|
| \$37,500.00 | July 15, 2024 | N/A | \$500.00 |

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)

(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

ARCHERY BUILDING AND COURTYARD IMPROVEMENTS, DNR FAIRGROUNDS, POLK COUNTY

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 | Mobilization | 1 | LS | | |
| 2 | Demolition | 1 | LS | | |
| 3 | Construction Staking | 1 | LS | | |
| 4 | Class 10 Excavation, Common Excavation | 150 | CY | | |
| 5 | Class 10 Excavation, Waste | 50 | CY | | |
| 6 | Subgrade Preparation | 328 | SY | | |
| 7 | Bioretention Cell Soil Media, 18" Layer | 25 | CY | | |
| 8 | Choker Aggregate, 3" Layer | 8 | Tons | | |
| 9 | Aggregate Subbase, 12" Layer | 29 | Tons | | |
| 10 | 6" Subdrain | 261 | LF | | |
| 11 | 8" Subdrain | 34 | LF | | |
| 12 | Storm Sewer, Trenched 8" HDPE | 22 | LF | | |
| 13 | Subdrain Cleanout, Type A-1, 6" | 4 | EA | | |
| 14 | Subdrain Cleanout, Type A-2, 8" | 1 | EA | | |
| 15 | SW-512 Circular Area Intake, 18" W/ SW-604 Type 3A Casting | 1 | EA | | |
| 16 | SW-512 Circular Area Intake, 24" With Solid Casting | 1 | EA | | |
| 17 | 8" Trench Drain | 17 | LF | | |
| 18 | Trench Drain PCC Channel | 3 | CY | | |

| | | | | | |
|----|--|------|------|--|--|
| 19 | Corten Steel Channel. 12" | 1 | LS | | |
| 20 | 6" PCC With Decorative Finishes, 6" Thickness | 3 | SY | | |
| 21 | Permeable Pavers | 280 | SY | | |
| 22 | Bedding/Joint Filler Aggregate, 2" Layer | 29 | Tons | | |
| 23 | Filter Aggregate Subbase, 4" Layer | 59 | Tons | | |
| 24 | Storage Aggregate Subbase, 8" Layer | 109 | Tons | | |
| 25 | PCC Edge, Permeable Paver Edge Restraint | 504 | LF | | |
| 26 | Soil Separation Fabric | 315 | SY | | |
| 27 | Metal Landscape Edging | 101 | LF | | |
| 28 | Permanent Seeding, Fertilizing, and Mulching (Type 1) | 3191 | SF | | |
| 29 | Native Plugs | 332 | EA | | |
| 30 | Shrubs, 3 Gal Continuous | 36 | EA | | |
| 31 | Perennials, 1 Gal Continuous | 226 | EA | | |
| 32 | Trees, 2" Caliper B&B | 4 | EA | | |
| 33 | Double Shredded Hardwood Mulch, 3" Layer | 35 | CY | | |
| 34 | Limestone Benches | 10 | EA | | |
| 35 | Limestone Cubes | 10 | EA | | |
| 36 | Salvaged Boulders | 15 | EA | | |
| 37 | 2" River Rock | 3 | CY | | |
| 38 | 4"-5" River Rock | 2 | CY | | |
| 39 | Flagstone Steppers | 2 | Tons | | |
| 40 | Boardwalk, 25'x6' | 1 | LS | | |
| 41 | 12" Filter Sock | 317 | LF | | |
| 42 | Tree Protection Fence | 200 | LF | | |
| 43 | Electrical - Courtyard Site, Archery Building, and Stage | 1 | LS | | |
| 44 | Woodford S-3 Yard Hydrant and All Associated Items | 1 | EA | | |
| 45 | Stage Building and All Associated Items | 1 | LS | | |

| | | | | | |
|--------------------------|--|---|----|--|--|
| 46 | Archery/Storage Building and All Associated Items | 1 | LS | | |
| 47 | Site Restoration | 1 | LS | | |
| Base Bid Total | | | | | |
| Alternate #1 | | | | | |
| 48 | Alternate #1: Lead Encapsulation - DNR Pavilion Upstairs | 1 | LS | | |
| 49 | Alternate #1: Attic Scuttle Stair | 1 | EA | | |
| Alternate 1 Total | | | | | |

| | | |
|--|--|---|
| Bidder Acknowledges Receipt of Any Issued Addenda Below (Number and Date) | | List of Subcontractors (Attach additional pages, if necessary) |
| | | |
| | | |
| | | |
| | | |



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

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)
US Environmental Protection Agency
401 M St SW
Washington DC 20460
(Telephone: 202-475-8025)

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: _____

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: _____

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 US 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 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 at 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 or 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 contracts;
 - 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.

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

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

III. 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. OSBDU 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.

IV. 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;
4. The recipient may wish to engage a MBE/WBE liaison to compile the list.
 5. 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.
 - a. 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.)
 6. When project requirements permit, establishing delivery schedules which encourage participation of MBE/WBEs.
 7. 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.

V. 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/offeror). 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/offeror;
 - 4) 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.

- 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/offerors 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.

VI. 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.

VII. 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.

VIII. 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.

US 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
US Department of the Interior
Certification Regarding Lobbying

This certification is required by Section 1352, title 31, US 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, US 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 be 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. US 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 subawardee (e.g., the first subawardee 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 "Subawardee," 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 DC 20503

(See reverse for public burden disclosure)

| | | |
|---|---|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 2. Status of Federal Action: <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-award | 3. Report Type: <input type="checkbox"/> a. Initial/Filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i> Congressional District, <i>if known</i> | 5. If Reporting Entity in No. 4 is Subawardee, enter name and Address of Prime: Congressional District, <i>if known</i> | |
| 6. Federal Department/Agency: | 7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> | |
| 8. Federal Action Number, if known: | 9. Award Amount, if known: \$ | |
| 10. a. Name and Address of Lobbying Entity: <i>(if individual, last name, first name, MI)</i> (Attach Continuation Sheet(s) SF-LLL-A if Necessary) | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI) | |
| 11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned | 12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____ | |
| 13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____ | | |
| 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: (Attach Continuation Sheet(s) SF-LLL-A if Necessary) | | |
| 15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

16: 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.

Signature: _____

Print Name: _____

Title: _____

For Federal Use Only:

**Authorized for local reproduction
Standard Form-LLL**

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.

PROPOSAL GUARANTEE BOND

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:

Thirty seven thousand five hundred _____ Dollars \$ 37,500.00
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:

If a partnership all partners must sign.

(Project Location)
(Project Description)
Project No.
(County), Iowa

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:

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. DNR Standard Specifications and Current Supplemental Specifications
4. Project Specifications Including Addenda Number _____ Through _____
5. Drawings, Sheet Number _____ Through _____ Inclusive
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to DNR 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 DNR Standard

Specifications and to complete all the work by _____

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of _____ Dollars \$ _____ 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:

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

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:

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 7/14/2022)**

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. Bureau Chief – The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
10. Calendar Day - Every day shown on the calendar.
11. 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.
12. Channel - A natural or artificial water course.

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 Bureau Chief, or other authorized representative of the Contracting Authority, 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 are 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. By signing and submitting the proposal, the bidder gives an unsworn declaration on behalf of each person, firm, association, partnership, or corporation submitting a proposal, certifying that such 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.
- 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 project. An example of which is bound in this specification volume. 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 state the full business address of the bidder and be signed with the bidder's 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.

- H. 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. Proposals shall be submitted via email to [the](#) address specified in the notice to bidders. The subject line of the email containing the proposal and proposal guarantee must include the Project Number, Project Title, and the Bid Date and Time. The bidder shall be responsible for emailing the proposal, with the proposal guarantee, 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. The Department shall notify the bidder in the event that a bid is determined to be late.
- 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 anticipate that the sale and use tax could increase the cost of non-exempted services and material by at least 5% and make the necessary allowance 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 489 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 county. 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 county.

- 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

- A. 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.
- B. 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.
- A. 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.
- B. 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.
 - 3. Prior to review of working drawings, any work done or material ordered shall be at the Contractor's risk.
 - 4. 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.
 - 5. 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.
 - 6. 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

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 publics 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- B. 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 for 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.
- D. 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 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 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 Labors 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 1-7 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 US 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 US, 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 or 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 US 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

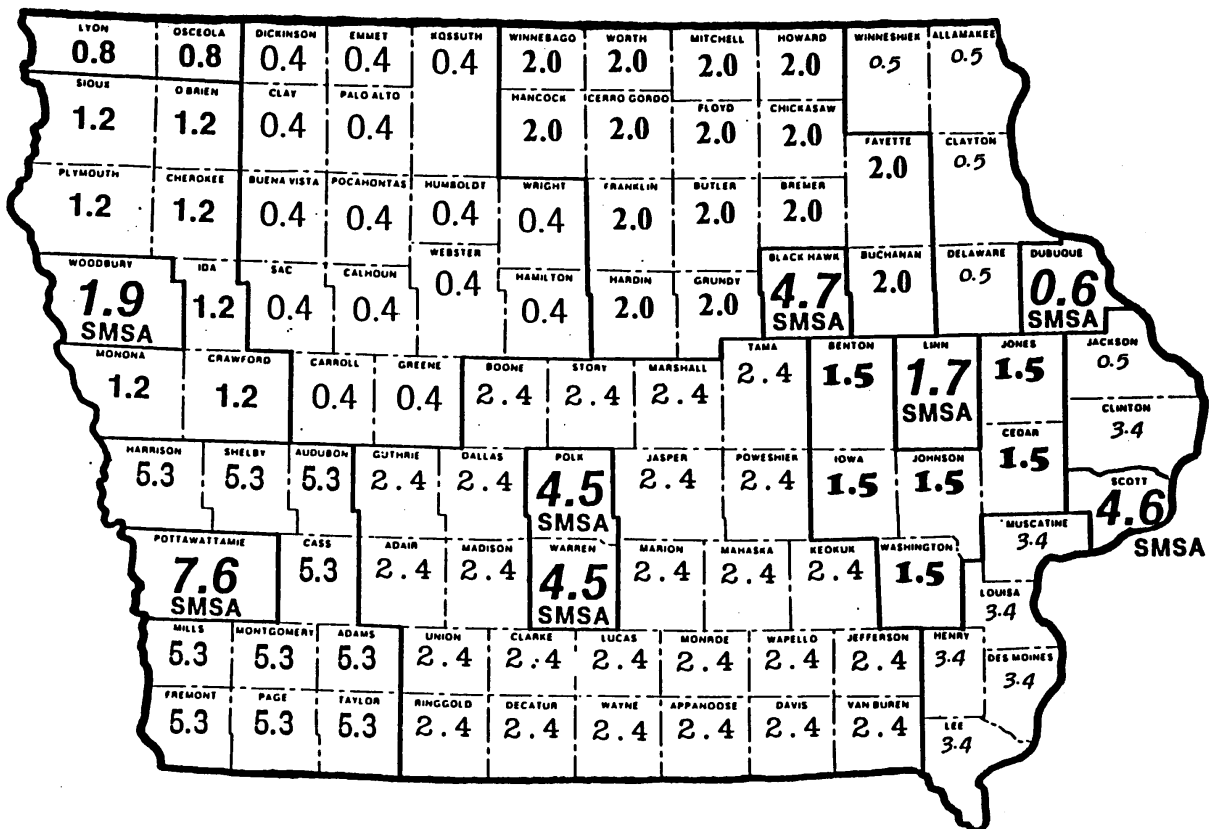
- have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated, except that 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:
 - 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. Bureau Chief: The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
 - 4. 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.
 - 5. Procurement Supervisor: The Procurement Supervisor will answer all questions regarding Bidding and Contract Procedures.
 - 6. 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.
 - 7. 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.
 - 8. 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.
 - 9. 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.
 - 10. 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.
 - 11. 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.
12. 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.
 13. 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.
 14. 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 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 (DNR’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 DNR Storm Water Coordinator, 502 E 9th St, Des Moines Iowa, 50319. (Tel. (515) 725-8417)

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:
- B. 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.**
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:
 - a. 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.

- b. 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).
 - c. 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).
6. 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.

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, Supplementary Covenants and Provisions, and General Requirements.

1.02 GENERAL:

- A. Special Condition:

1. Build America, Buy America Act:

This project shall comply with section 70914 of the Infrastructure Investment and Jobs Act, Public Law Number 117-58, which includes the Build America, Buy America Act. Section 70914 of this act requires the following Buy America Preference:

- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b) of the Build America, Buy America Act.

The fabricator/supplier of all iron, steel, manufactured products, and construction materials shall provide a letter certifying all of the materials comply with the Build America, Buy America Act, and the necessary supporting documentation will be retained by the fabricator/supplier for a minimum of seven years from the time the products are shipped for incorporation into the project.

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 “Archery Building and Courtyard Improvements”, Project Number 24-05-77-01. Drawings and Specifications are dated November 2023.
 - 2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
 - a. Current operations at the Fair have temporary facilities for the air rifle and archery demonstrations. This project will provide a permanent solution for this activity, making it safer, easier to access, and more enjoyable for everyone. While relocating this portion to the north side of the courtyard, the stage where presentations are delivered will have to be moved to the south-west corner of the courtyard. This move will provide accessibility to all and will also reduce noise from adjacent activities at the fair. The North end of the courtyard will also be renovated for better circulation, permeable pavers, and native plantings will be installed.
- 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

Section 01030
ALTERNATES/ALTERNATIVES

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: General requirements pertaining to:
 - 1. The Work specified for accepted alternate bids, the materials and methods referenced in other sections to achieve specified work, and the coordination and modification of related work and surrounding construction to complete the project under each accepted bid.
- 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 DESCRIPTION OF ALTERNATE BIDS:

- A. Base Bid: Provide a total for line items 1 through 47.
- B. Alternate #1: Provide a total for line items 48 and 49.

1.03 ALTERNATE BID REQUIREMENTS:

- A. Bidder must submit alternate bids. Bids submitted without alternate bid will be rejected as unresponsive.
- B. Alternate bids, if awarded, will be considered as a basis for award. The low bid will be analyzed on the base bid and any combination of alternate bids. The Owner reserves the right to award the base bid and all alternates, that in the Owner's opinion, will provide the most cost-effective end product. The Owner's decision is final.
- C. Provide alternate bid for the cost of the service requested in each alternate, either as an addition or as a reduction in the total bid.
- D. The Owner may award any alternate bid or bids at the time of contract award. Any alternate bids awarded as part of the original contract will not extend the project completion time beyond that specified.

END OF SECTION 01030

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

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. Include, but do not limit to, the following submittals:

| <u>Spec.</u> <u>Section</u> | <u>Item Description</u> | <u>Shop</u> <u>Drawing</u> | <u>Product</u> <u>Data</u> | <u>Samples, Test</u> <u>Results, Certification</u> |
|--------------------------------|-------------------------|-------------------------------|-------------------------------|---|
| N/A | | | | |

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.
 - c. The Contractor shall make and cure test cylinders in conformity with ASTM C-31.
 - d. 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.
- B. 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

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 objects.**

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.

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

SECTION 02 41 13
SELECTIVE SITE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. Demolition, removal, salvage, and disposal of existing site features, and materials as indicated in the Plans.
- B. Demolition and removal of sidewalks, concrete and asphaltic paving as indicated in Plans.
- C. Remove materials and equipment from site.
- D. Cap and identify active utilities as indicated in the Plans.
- E. Demolition and removal of existing utilities as indicated in the Plans. The Contractor shall schedule all disconnects with Owner.
- F. The area of demolition within the project limits will be filled, compacted, and graded or as otherwise indicated in the Plans.

1.2 RELATED SECTIONS

- A. Section 31 25 00 – Erosion and Sediment Control

1.3 REFERENCES

- A. IDOT Standard Specifications and Iowa Statewide Urban Design and Specification.

1.4 SUBMITTALS

- A. Permits and notices as may be necessary authorizing demolition.
- B. Locations of disposal sites and copy of written agreement with local authority if site is not an approved sanitary landfill.
- C. Certificate of severance of utility services, if required.

1.5 QUALITY ASSURANCE

- A. Disposal sites shall comply with all applicable Iowa Department of Natural Resources and United States Environmental Protection Agency regulations.
- B. Comply with all state and local ordinances pertaining to hauling and disposal of rubbish, broken concrete, stone, bricks, castings, and other waste or debris resulting from work under this section.

1.6 EXISTING CONDITIONS

- A. The Contractor to identify existing conditions and become familiar with the demolition work.
- B. Notify Engineer of discrepancies between existing conditions and the Plans before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

D. Existing Utilities:

1. Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of support and protection during demolition operations.
2. Underground utilities shown on the drawings have been taken from existing public records, Owner's records and available as-built drawings and are correct to the best of our knowledge and provided for information only.
3. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities caused by Prime Contractor's negligence to the satisfaction of utility owner at no cost to the Project Owner.
4. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, during occupied hours, except when permitted in writing by Owner and Engineer and then only after been provided.
5. Provide minimum of 48-hour notice to Owner and Engineer and receive written notice to proceed before interrupting any utility.

- E. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

- F. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.

1.7 PROTECTION

- A. Do not interfere with use of adjacent roadways and pedestrian walks. Maintain safe passage to and from.
- B. Barricade open excavations occurring as part of this work and post with warning lights.
- C. Operate warning lights as recommended by authorities having jurisdiction.
- D. Prevent movement, settlement, or collapse of adjacent utility services, buildings, tanks, sidewalks, roadways, driveways, fencing, and adjacent protected trees. Submit method of utility support system to Owner for approval. Assume liability for such movement, settlement, or collapse. Promptly repair damage at no cost to the Owner.
- E. Provide, erect, and maintain barricades, fencing, and guardrails as required to protect general public, workers, and adjoining property for the duration of the project.
- F. Protect existing roadway, drives, utilities, and other features or facilities on or adjacent to the site from damage from the work of this Section where such items are to remain. Clean adjacent roadway on demand. Protect for the duration of the project. Repair any damage at no cost to the Owner.
- G. Provide and maintain sheeting, shoring or other means necessary as required to protect property and construction, preserve stability, and prevent movement, settlement, or collapse during demolition; in the event of damage, immediately make all repairs and replacements and construction necessary to the approval of the Owners at no additional cost to the Owner.

- H. Dust Control: Use all means necessary to prevent the spread of dust during performance of the Work of this Section; thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public, neighbors, and concurrent performance of other Work on the site.
- I. Locate all existing active utility lines, which are to remain, transversing the work area and determine the requirements for their protection. Protect utilities for the duration of the project.

1.8 EXISTING SERVICES

- A. Arrange and pay for disconnecting, removing, capping, and/or plugging utility services as noted in the Plans. Notify the affected utility company in advance and obtain approval before starting this work. Perform all such work in accordance with the requirements of the utility company or agency involved. Schedule all disconnects with Owner.
- B. Manholes, utility stop boxes, fire hydrants, utility vents, and power and light poles, occurring in walks or pavement that are required to remain in service, shall be left intact and the sidewalk or pavement removed from around them. The contractor shall exercise extreme care and caution and will become liable for any damages to the existing utilities regardless of their location.
- C. Place markers to indicate location of disconnected services. Identify service lines and capping locations on copy of Site Plan to be retained by the Contractor.

1.9 MAINTAINING TRAFFIC

- A. Do not close or obstruct roadways without approval from the City of Des Moines and Owner.
- B. Conduct operations with minimum interference to the roadways, parking lots, and pedestrian traffic around the work area.
- C. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- D. Coordinate traffic control with City of Des Moines and the Owner as required.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnish all materials and equipment required for performing the demolition. All equipment and materials are subject to the approval of the Owner.
- B. Except where noted otherwise, demolished materials become the property of the Contractor.
- C. Storage or sale of removed items or materials on-site is not permitted.
- D. Soil Materials
 - 1. Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 31 23 16 Excavation.
 - 2. Obtain approved borrow soil materials off-site when satisfactory soil materials are not available on-site.

2.2 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241

PART 3 - EXECUTION

3.1 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Notification:
 - 1. Notify the City and adjacent property owners at least two full working days prior to commencing the Work of this Section.
- D. Site Inspection:
 - 1. Prior to all Work of this Section, carefully inspect the entire site and all objects designated to be removed.
 - 2. Before commencing the Work of this Section, verify with the Owner all objects to be removed.
 - 3. Locate all existing active utility lines traversing the site and determine the requirements for their protection.

3.2 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated in the Plans. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering, and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 3. Dispose of demolished items and materials promptly.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Work with pneumatic or vibratory tools will generally be permitted. Use of explosives will not be permitted.
- D. Provide protection to the public, workmen, and adjacent properties from falling debris and operating equipment adjacent to structures under demolition by the use of barricades or other adequate means. Warning signs and lights shall be placed at night in locations as shown on plans and in areas where deemed necessary.
- E. Remove pavement according to Iowa Statewide Urban Design and Specification (SUDAS) Section 7040, 3.08.

- F. Perform demolition of private utilities in accordance with applicable authorities having Jurisdiction. Contractor shall afford access to private utilities for salvage or relocation operations. Remove and plug abandoned underground utilities encountered during excavation.
- G. Repair demolition performed in excess of that required at no cost to the Owner.
- H. Burning of materials on site is not permitted.
- I. Remove from site contaminated, vermin infested, or dangerous materials encountered and dispose of by safe means so as not to endanger health of workers and public. Report dangerous or hazardous materials encountered to Owner prior to removal.
- J. Remove tools and equipment upon completion of work.

3.3 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
- B. Do not allow demolished materials to accumulate on-site.
- C. Do not bury, store, or burn materials on site except materials noted on Plans to be salvaged.
- D. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- E. Remove from site and dispose of removed and excess materials to an approved disposal area in accordance with applicable laws and ordinances. Costs of disposal are the responsibility of the Contractor.

3.4 REPAIR

- A. Repair damage to adjacent paving, and roadways caused as the result of this work at no cost to the Owner.
- B. Repair demolition performed in excess of that required.
- C. Repair all damage resulting from this Work.
- D. Restore disturbed areas to their original condition.

3.5 CLEANING

- A. All roadways shall be kept free of debris and cleaned daily to remove mud, soil, and dust on streets near points of site access.
- B. Wet down dry materials and rubbish to abate dust.
- C. Contractor shall clean-up site daily and leave it in an orderly and safe condition at the end of each day's work.
- D. Upon completion of Work, remove tools and equipment from site.
- E. Leave site in a condition acceptable to Owner.

END OF SECTION 02 41 13

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Pressure preservative treatment for wood products specified elsewhere; provide preservative treated wood for the following applications:
 - 1. Roof decks and sheathing.
 - 2. Sill plates as directed by building manufacturer

1.2 RELATED SECTIONS

- A. Section 06100 - Rough Carpentry: Additional product requirements for wood to be treated.

1.3 REFERENCES

- A. AWPA C9 - Plywood - Preservative Treatment by Pressure Treatment; 2000.
- B. AWPA C31 - Lumber Used Out of Contact with the Ground and Continuously Protected From Liquid Water - Treatment by Pressure Processes; 1999.
- C. AWPA P5 - Standard for Waterborne Preservatives; 2000.

1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Manufacturer qualifications, as specified.
- C. Product Data: Manufacturer's product data, showing compliance with specifications.
- D. Warranty.

1.5 QUALITY ASSURANCE

- A. Treated Wood Manufacturer Qualifications: Experienced wood treatment firm, specialized in treatment of wood similar to that required for project, licensed by preservative manufacturer, and able to submit test reports showing successful treatment to retention level specified and evidence of ongoing independent third party inspection for products specified.

1.6 DELIVERY, STORAGE & HANDLING

- A. Prevent exposure to precipitation during shipping, storage or installation.
- B. Store material off ground and under cover.
- C. Allow materials exposed to incidental moisture to dry thoroughly prior to covering with vapor or moisture retarding finish materials.

1.7 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's 20-year residential limited warranty against structural damage due to termites, carpenter ants, and fungal decay. Furnish warranty document

executed by authorized company official. This warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.

PART 2 PRODUCTS

2.1 MANUFACTURER

- A. Acceptable Manufacturer: Licensee of Osmose, Inc; Wood Preserving Group, PO Drawer 0, Griffin, GA 30224-0249. ASD. Tel: (800) 241-0240 or (770) 233-4200. Fax: (770) 229-5225. E-mail: treatedwood@osmose.com. www.osmose.com or www.timberspecialties.com.
- B. Obtain all preservative treated wood products from single source.
- C. Substitutions: UPON SUBSTITUTION ACCEPTANCE BY ARCHITECT
- D. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 MATERIALS

- A. Preservative Treated Wood: Osmose Advance Guard(r) Pressure Treated Wood Products, for use above ground and continuously protected from liquid water, dried after treatment, and having the following minimum characteristics:
 - 1. Species and Grades: As specified in Section 06100.
 - 2. Lumber Species: Douglas Fir, Hem-Fir, Southern Pine or Spruce-Pine-Fir.
 - 3. Plywood Species: Southern Yellow Pine or Douglas Fir.
 - 4. Preservative Treatment: Borate; AWPA P5 SBX (inorganic boron); disodium octoborate tetrahydrate (DOT) treatment for insect and decay protective pressure treatment of wood; EPA-registered; Tim-bor(tm) Industrial.
 - 5. Preservative Treatment for Sill Plates: AWPA P5 CCA, chromated copper arsenate.
 - 6. Structural Lumber: Comply with AWPA C31; dried after treatment to maximum 19 percent moisture content.
 - 7. Plywood: Comply with AWPA C9; dried after treatment to maximum 18 percent moisture content.
 - 8. Treatment Level: Provide retention level recommended by manufacturer to provide protection against North American subterranean termites, decay and insects; 0.25 pcf (4 kg/cu m) DOT retention, 0.17 pcf (2.7 kg/cu m) minimum borate retention.
 - 9. Bearing the wood treatment plant's permanent ink stamp quality mark, indicating:
 - a. Manufacturer's name.
 - b. Treatment plant name.
 - c. Identification of independent inspection agency.
 - d. Identification of preservative used, preservative retention level, and date of treatment.
 - e. Applicable treatment standard, wood species, and limitations on use, if any.

- B. Preservative for Field Application to Cut Surfaces of Spruce-Pine-Fir (SPF) and Douglas Fir (DF): Preservative solution approved by preservative treated wood manufacturer for application; one of the following:
 - 1. Tim-bor brand disodium octaborate tetrahydrate (DOT), 10 percent solution.
 - 2. Copper naphthenate, 2 percent solution, copper metal basis.
 - 3. Other preservative approved by preservative treated wood manufacturer.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Comply with requirements of other sections governing products made of wood, applicable codes, and manufacturer's installation instructions.
 - 1. Use member sizes and grades as specified.
 - 2. Comply with manufacturer's safety recommendations.
 - 3. Avoid milling operations that could adversely affect preservative characteristics.
 - 4. Spruce-Pine-Fir (SPF) and Douglas Fir (DF): Prior to installation, treat cut ends and other machined surfaces with specified field applied preservative.
- B. Provide ventilation of building cavities as required by code.
- C. Install using fasteners required by applicable code for use with untreated lumber and plywood.

3.2 PROTECTION

- A. Protect from damage during construction.
- B. Protect from moisture prior to installation of finishes.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY:

A. Section Includes: Providing all labor, material and equipment necessary to accomplish all the carpentry work not otherwise included as part of other sections and which is generally not exposed except as otherwise indicated. Types of work in this section include, but are not limited to rough carpentry for:

1. Wood framing
2. Timber for posts and beams
3. Wood grounds, nailers, blocking, sleepers and furring
4. Sheathing
5. Nails, bolts, screws, and framing anchors
6. Rough hardware

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 03100 Concrete Formwork
Section 06134 Pole Building System
Section 06190 Wood Trusses
Section 06200 Finish Carpentry
Section 09120 Ceiling Suspension System
Section 09250 Gypsum Wallboard

1.02 REFERENCES:

A. Lumber Standards: Comply with applicable rules of the respective grading and inspecting agencies for species and products indicated, as well as with the latest edition of:

1. PS 20 American Softwood Lumber Standard, National Bureau of Standards

B. Plywood Product Standards: Comply with applicable America Plywood Standard (APA) Performance Standards for type of panel indicated. Also comply with the latest edition of:

1. PS 1 Plywood Standard (ANSI A 199.1), National Bureau of Standards

1.03 SUBMITTALS:

A. Provide submittals in accordance with Section 01300.

B. Material Certificates: Where dimensional lumber is provided to comply with minimum allowable unit stresses, submit listing of species and grade selected for each use, and submit evidence of compliance with specified requirements.

1. Compliance may be in form of a signed copy of applicable portion of lumber producer's grading rules showing design values for selected species and grade.
 2. Design values shall be as approved by the Board of Review of American Lumber Standards Committee.
- C. Wood Treatment Data: Submit treatment manufacturer's instructions for proper use of each type of treated material.
1. Pressure Treatment: For each type specified, include certification by treating plant stating chemicals and process used, net amount of preservative retained and conformance with applicable standards.
 2. Fire-Retardant Treatment: Include certification by treating plant that treatment material complies with governing ordinances and that treatment will not bleed through finished surfaces.
 3. For water-borne preservatives, include statement that moisture content of treated materials was reduced to a maximum of 15 percent prior to shipment to project site.

1.04 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.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Keep materials dry at all times.
- B. Protect against exposure to weather and contact with damp or wet surfaces.
- C. Stack lumber and plywood, and provide air circulation within stacks.
- D. Deliver the materials to the job site and store, all in a safe area, out of the way of traffic, and shored up off the ground surface.
- E. Identify all framing lumber as to grades, and store all grades separately from other grades.
- F. Protect all metal products with adequate waterproof outer wrappings.
- G. Use extreme care in the off-loading of lumber to prevent damage, splitting, and breaking of materials.

1.06 PROJECT/SITE CONDITIONS:

- A. Fit carpentry work to other work; scribe and cope as required for accurate fit.

- B. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.
- C. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Lumber, General:
 - 1. Factory-mark each piece of lumber with type, grade, mill and grading agency, except omit marking from surfaces to be exposed with transparent finish or without finish.
 - 2. Nominal sizes are indicated, except as shown by detail dimensions.
 - 3. Provide actual sizes as required by PS 20, for moisture content specified for each use.
 - 4. Identify all plywood as to species, grade, and blue type by the stamp of the American Plywood Association.
 - 5. Provide dressed lumber, S4S, unless otherwise indicated.
 - 6. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing.
- B. Materials: All materials, unless otherwise specifically approved in advance by the Architect, shall meet or exceed the following:

| | <u>ITEM</u> | <u>SPECIES</u> | <u>GRADE</u> |
|----|--|------------------------------|--|
| 1. | Sills | Southern Yellow Pine | Standard or Better |
| 2. | 2 x 4 Studs | Douglas Fir Southern Pine | Standard or Better Standard or Better |
| 3. | Joists and Planks | Douglas Fir Southern Pine | Number 2 or Better Number 1 |
| 4. | Posts and Beams | Douglas Fir Southern Pine | Number 1 Number 1 |
| 5. | All Other Horizontal Framing Members | Douglas Fir Southern Pine | Construction Construction |

| | | | |
|-----|--|---|--|
| 6. | All Other Vertical Framing Members | Douglas Fir Southern Pine | Standard or Better Standard or Better |
| 7. | Exposed Framing Lumber | Douglas Fir Southern Pine | Appearance Framing Appearance Grade |
| 8. | Exposed Boards | Redwood Cedar | Select Select |
| 9. | Concealed Boards | Redwood Southern Pine | Construction Number 2 |
| 10. | Miscellaneous Lumber | Any Species | Construction |
| 11. | Steel Hardware | ASTM A7 or A 36 (use galvanized at exterior locations) | |
| 12. | Machine Bolts | ASTM 307 | |
| 13. | Lag Bolts | Fed. Spec. FF-13-561 | |
| 14. | Nails | Common (except as noted) Fed. Spec. FF-N-1-1 (use galvanized at exterior locations) | |
| 15. | Timber Connectors | Simpson, Teco or Equal | |

C. Plywood:

1. Trademark: Identify each plywood panel with appropriate APA trademark.
2. Concealed Performance-Rated Plywood: Where plywood panels will be used for the following concealed types of applications, provide APA Performance-Related Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable), and thickness.
 - a. Wall Sheathing: APA Rated Sheathing, Exposure Durability Classification: Exposure 1, Span Rating: 16/0

D. Plywood Backing Panels: For mounting electrical or telephone equipment, provide fire-retardant treated plywood panels with grade designation, APA C-D PLUGGED INT with exterior glue, in thickness indicated, or if not otherwise indicated, not less than 1/2".

E. Miscellaneous Materials:

1. Fasteners and Anchorages: Size, type, material, and finish indicated and recommended by applicable standards and Federal Specifications for nails, staples, screws, bolts, nuts, washers, and anchoring devices.

- a. Provide metal hangers and framing anchors of the size and type recommended by the manufacturer for each use including recommending nails.
 - b. Where rough carpentry work is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners and anchorages with a hot-dip zinc coating (ASTM A 153).
- F. Wood Treatment/Preservative Treatment: Where lumber or plywood is indicated as "Trt-Wd" or "Treated," or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below.
1. Mark each treated item with the AWPB Quality Mark Requirements.
 2. Pressure-treat above-ground items with water-borne preservatives complying with AWPB LP-2.
 3. After treatment, kiln-dry to a maximum moisture content of 15 percent.
 4. Treat indicated items and the following:
 - a. Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 - b. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 - c. Wood framing members less than 18" above grade.
 5. Pressure-treat the following with water-borne preservatives for ground contact use complying with AWPB LP-22:
 - a. Wood members in contact with ground.
 - b. Wood members in contact with fresh water.
 6. Complete fabrication of treated items prior to treatment, where possible.
 7. If cut after treatment, coat cut surfaces with heavy brush coat of same chemical used for treatment.
 8. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine the substrate surfaces, conditions, and embedded attachments that carpentry work will be applied or attached to.
- B. Any conditions that are incomplete or unsatisfactory shall be brought to the attention of the Architect or DNR Construction Inspector.
- C. Do not proceed with the work until unsatisfactory conditions have been corrected.

3.02 INSTALLATION:

- A. Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.
- B. Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.
- C. Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards.
 - 1. Countersink nail heads on exposed carpentry work and fill holes.
- D. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work.
 - 1. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials.
 - 2. Make tight connections between members.
 - 3. Install fasteners without splitting of wood; predrill as required.
- E. Carefully lay out, cut, fit, and install rough carpentry items.
 - 1. Use sufficient nails, spikes, screws, and bolts to ensure rigidity and permanence.
 - 2. Drive nails perpendicular to wood grain in lieu of toenailing, where feasible.
 - 3. Provide for installation and support of plumbing, heating, and ventilating and electrical work.
 - 4. Take care to isolate acoustically from other members.
 - 5. Install work to true lines, plumb, and level, unless indicated otherwise.
- F. Develop full length and width of bearing intended at all supports.
 - 1. Members cut too short, or for any other reason do not develop this bearing, will have to be replaced.
- G. All sills, plates, and other wood in contact with masonry or under metal flashings shall be pressure preservative treated.
- H. Provide framing members of sizes and on spacings shown, and frame openings as shown, or if not shown, comply with recommendations of "Manual for House Framing" of National Forest Products Association.
 - 1. Do not splice structural members between supports.

- I. Anchor and nail as shown, and to comply with "Recommended Nailing Schedule" of "Manual for House Framing" and other recommendations of N.F.P.A.
- J. Firestop concealed spaces with wood blocking not less than 2" thick, if not blocked by other framing members.
 - 1. Provide blocking at each building story level and at ends of joist spans.
- K. Wood Grounds, Nailer, Blocking and Sleepers:
 - 1. Provide wherever shown and where required for screeding or attachment of other work.
 - 2. Form to shapes as shown and cut as required for true line and level of work to be attached.
 - 3. Coordinate location with other work involved.
 - 4. Attach to substrates as required to support applied loading.
 - a. Countersink bolts and nuts flush with surfaces, unless otherwise shown.
 - b. Build into masonry during installation of masonry work.
 - c. Where possible, anchor to formwork before concrete placement.
 - 5. Provide permanent grounds of dressed, preservative treated, key-bevelled lumber not less than 1-1/2" wide and of thickness required to bring face of ground to exact thickness of finish material involved.
 - 6. Remove temporary grounds when no longer required.
- L. Wood Furring: Install plumb and level with closure strips at edges and openings.
 - 1. Shim with wood as required for tolerance of finish work.
 - 2. Secure to backing with approved-type fasteners.
- M. Stud Framing: Provide stud framing where shown.
 - 1. Unless otherwise shown, use 2" x 4" wood studs spaced 16" o.c. with 4" face perpendicular to direction of wall or partition.
 - 2. Provide single-bottom plate and double-top plates 2" thick by width of studs; except single-top plate may be used for nonloadbearing partitions.
 - a. Nail or anchor plates to supporting construction. Construct corners and intersections with not less than three studs.

3. Provide miscellaneous blocking and framing as shown and as required for support of facing materials, fixtures, specialty items and trim.
 4. For loadbearing partitions, provide double-jamb studs for openings six feet and less in width, and triple-jamb studs for wider openings.
 - a. Provide headers of depth shown, or if not shown, provide as recommended by N.F.P.A. "Manual for House Framing."
 3. Provide diagonal bracing in stud framing of exterior walls, except as otherwise indicated.
 - a. Brace both walls at each external corner, full story height, at a 45° angle, using either a let-in 1 x 4 or 2 x 4 blocking or metal diagonal bracing.
 - b. Omit bracing where following types of sheathing are indicated.
 - c. Plywood sheathing or corner bracing, 4' wide panels vertically.
 - d. Gypsum sheathing, 4' panels vertically.
 - e. Fiberboard sheathing, intermediate type, 4' panels vertically.
 - f. Diagonal board sheathing.
 4. Frame openings with multiple studs and headers. Provide nailed header members of thickness equal to width of studs.
 - a. Set headers on edge and support on jamb studs.
 - b. For nonbearing partitions, provide double-jamb studs and headers not less than 4" deep for openings 3' and less in width, and not less than 6" deep for wider openings.
- N. Joist Framing: Provide framing of sizes and spacings shown. Install with crown edge up and support ends of each member with not less than 1-1/2" of bearing on wood or metal, or 3" on masonry.
1. Attach to woodbearing members with metal connectors; frame to wood supporting members with wood ledgers as shown, or if not shown, with metal connectors.
 2. Fire-cut members built into masonry (if any).
 3. Frame openings with headers and trimmers supported by metal joist hangers; double headers and trimmers where span of header exceeds 4'.
 4. Do not notch in middle third of joists; limit notches to 1/6-depth of joist, 1/3 at ends.

5. Do not bore holes larger than 1/3-depth of joist or locate closer than 2" from top of bottom.
 6. Provide solid blocking (2" thick by depth of joist) at ends of joists unless nailed to header or brand member.
 7. Lap framing members from opposite sides of beams, girders or partitions not less than 4" or securely tie opposing members together.
 8. Provide solid blocking (2" thick by depth of joist) over supports.
 9. Provide bridging between joists where nominal depth-to-thickness ratio exceeds 4, at intervals of 8'.
 - a. Use bevel cut 1" x 4" or 2" x #" wood bracing, double-crossed and nailed both ends to joists, or use solid wood bridging 2" thick by depth of joist, end nailed to joist.
- O. Ceiling Joist Framing:
1. Provide member size and spacing shown, and as previously specified for joist framing.
 - a. Face nail to ends of parallel rafters.
 - b. Where principal ceiling joists are at right angles to rafters, frame as indicated with additional short joists from wall plate to first joist; nail to ends of rafters and to top plate and nail to long joists or anchor with framing anchors or metal straps.
 - c. Provide 1 x 8 or 2 x 4 stringers spaced 4' o.c. crosswise over principal ceiling joists.
- P. Provide special framing as shown for eaves, overhangs, corners and similar conditions, if any.
- Q. Installation of Plywood: Comply with recommendations in Form No. E 304, "APA Design/Construction Guide- Residential and Commercial," for types of plywood products and applications indicated.
1. Fastening Methods: Fasten panels as indicated below:
 - a. Sheathing: Nail to framing.

END OF SECTION 06100

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: Provide wood trusses 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 06100- Rough Carpentry
Section 06134- Pole Building Systems

1.02 REFERENCES:

- A. Compliance: Comply with the pertinent provisions of:
 - 1. The American Institute of Timber Construction's "Timber Construction Standards."
 - 2. The "Quality Control Manual" of the Truss Plate Institute.
 - 3. The Uniform Building Code, UBC.

1.03 SUBMITTALS:

- A. Provide submittals in accordance with Section 00812 and Section 01300.
- B. Material List: Submit list of items to be provided under this section.
- C. Product Data: Submit manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- D. Shop Drawings: Submit drawings showing species, sizes and stress grade of lumber proposed to be used; pitch, span, lumber configuration, and spacing of trusses; connector type, thickness, size, location, and design value; and bearing details.

1.04 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.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces.
 - 1. Stack lumber and plywood, and provide air circulation within stacks.
- B. Deliver the materials to the job site and store, all in a safe area, out of the way of traffic, and shored up off the ground surfaces.
- C. Use extreme care in the off-loading of lumber to prevent damage, splitting and breaking of materials.
- D. Store trusses on temporary bearing support, braced in vertical position.
- E. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 WOOD TRUSSES:

- A. Design: Provide the services of a structural engineer registered to practice in the state of Iowa, who shall design the wood trusses to sustain the indicated loads for the spans, profiles and arrangements shown on the Drawings.
 - 1. Wood trusses and their installation must conform to Iowa State Building Code requirements regarding live loads.
 - 2. Design roof trusses for a minimum 30 psf live load and 10 psf dead load for top chord and 10 psf for bottom chord.
 - 3. Live load plus dead load for each truss is 50 psf.
 - 4. Deflection for live load only is limited to $L/360$.
 - 5. Submit drawings of trusses with certification of a professional engineer registered in the state of Iowa included on the drawings.
- B. Fabrication: Fabricate in strict accordance with the shop drawings and other data approved by the Architect.
- C. 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 work of this section will be performed and correct conditions detrimental to timely and proper completion of the work.
- C. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION:

- A. Coordinate as required with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this section.
- B. Install the work of this section in strict accordance with the original design, the approved shop drawings, pertinent requirements of governmental agencies having jurisdiction, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position for long life under hard use.
- C. Hoist trusses into position with secured at designated lifting points and exercise care to keep out of place bending of trusses to a minimum.
- D. Install temporary horizontal and cross bracing to hold trusses plumb and in safe condition until permanent bracing is installed.
- E. Install permanent bracing and related components prior to application of loads to trusses and tighten all loose connectors.
- F. Restrict construction loads and prevent overstressing of truss members and do not cut or remove truss members.

END OF SECTION 06190

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes:
1. The extent of each type of flashing and sheet metal work is indicated on the Drawings and by provisions of this section.
 2. The types of work specified in this section may include but is not necessarily limited to, the following:
 - a. Metal counter flashing; and base flashing (if any).
 - b. Metal wall flashing and expansion joints.
 - c. Built-in metal gutters and scuppers.
 - d. Gutters and downspouts (rain drainage).
 - e. Miscellaneous sheet metal accessories.
 - f. Integral masonry flashings are specified as masonry work in sections of Division 4.
 - g. Roofing accessories, not including roof accessories, are specified in roofing system sections as roofing work.
- 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:
- C. Roof accessories and skylights are specified elsewhere, in division 7.

1.02 REFERENCES:

- A. Standards: Comply with standards specified in this section and the provisions of SMACNA "Architectural Sheet Metal Manual."

1.03 SUBMITTALS:

- A. Provide submittals in accordance with Section 01300.
- B. Product Data: Submit manufacturer's product specifications, installation instructions and general recommendations for each specified sheet material and fabricated product.

- C. Samples: Submit two (2), eight-inch (8") square samples of specified sheet materials to be exposed as finished surfaces.
 - 1. Submit two (2), twelve-inch (12") long completely finished units of specified factory-fabricated products exposed as finished work.
- D. Shop Drawings: Submit shop drawings showing layout, joining, profiles, and anchorages of fabricated work, including major counter flashings, trim/fiscia units, gutters, downspouts, scuppers and expansion joint systems; layouts at one-quarter (1/4") scale, details at three-inch (3") scale.

1.04 QUALITY ASSURANCE:

- A. Qualifications of Installers: 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.

1.05 PROJECT/SITE CONDITIONS:

- A. Coordinate work of this section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance and durability of the work and protection of materials and finishes.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Sheet Metal Flashing/Trim:
 - 1. Zinc-Coated Steel: Commercial quality with 1.20 percent galvanized, mill phosphatized where indicated for painting (Pnt); 0.0359" thick (20 gauge) except as otherwise indicated.
 - 2. Copper: ASTM B 370, cold-rolled except where soft temper is required for forming; 16 oz. (0.0216" thick) except as otherwise indicated.
- B. Miscellaneous Materials and Accessories:
 - 1. Solder: For use with steel or copper, provide 50-50 tin/lead solder (ASTM B 32), with rosin flux.
 - 2. Fasteners: Same metal as flashing/sheet metal or, other noncorrosive metal as recommended by sheet manufacturer.
 - a. Match finish of exposed heads with material being fastened.
 - 3. Mastic Sealant: Polyisobutylene; nonhardening, nonskinning, nondrying, nonmigrating sealant.

4. Adhesives: Type recommended by flashing sheet manufacturer for waterproof/weather-resistant seaming and adhesive application of flashing sheet.
5. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed, noncorrosive, size and gauge required for performance.
6. Roof Cement: ASTM D 2822, asphaltic.
7. Reglets: Metal of type and profile indicated, compatible with flashing indicated, size and gauge required for performance.

2.02 MANUFACTURED UNITS:

- A. Gutters: "K" style 2 3/8" x 4«" seamless, continuous, preprimed, aluminum, .032" thick.
- B. Downspouts: Corrugated, preprimed, rectangular shape aluminum, .025" thick.
- C. Drip Edge: Preprimed, preshaped aluminum.

2.03 FABRICATION:

- A. Shop-fabricate work to greatest extent possible. Comply with details shown, and with applicable requirements of SMACNA "Architectural Sheet Metal Manual" and other recognized industry practices. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work.
 1. Form work to fit substrates.
 2. Comply with material manufacturer instruction and recommendations.
 3. Form exposed sheet metal work without excessive oil-canning, buckling and tool marks, true to line and levels as indicated, with exposed edges folded back to form hems.
- B. Seams: Fabricate nonmoving seams in sheet metal with flat-lock seams.
 1. For metal other than aluminum, tin edges to be seamed, form seams, and solder.
 2. Form aluminum seams with epoxy seam sealer; rivet joints for additional strength where required.
- C. Expansion Provisions: Where lapped or bayonet-type expansion provisions in work cannot be used, or would not be sufficiently water/weatherproof, form expansion joints of intermeshing hooked flanges, not less than one-inch (1") deep, filled with mastic sealant (concealed within joints).

- D. Sealant Joints: Where movable, nonexpansion-type joints are indicated or required for proper performance of work, form metal to provide for proper installation of elastomeric sealant, in compliance with industry standards.
- E. Separations: Provide for separation of metal from noncompatible metal or corrosive substrates by coating concealed surfaces at locations of contact, with bituminous coating or other permanent separation as recommended by manufacturer/fabricator.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine the areas and conditions under which 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 INSTALLATION:

- A. General: Except as otherwise indicated, comply with manufacturer's installation instructions and recommendations, and with SMACNA "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated.
 - 1. Install work with laps, joints and seams which will be permanently watertight and weatherproof.
- B. Form all sheet metal accurately and to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit, soldering securely.
- C. Expansion: Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished work.
- D. Underlayment: Where stainless steel or aluminum is to be installed directly on cementitious or wood substrates, install a course of paper slip sheet and a course of polyethylene underlayment.
- E. Bed flanges of work in a thick coat of bituminous roofing cement where required for waterproof performance.
- F. Install reglets to receive counter flashing in manner and by methods indicated.
 - 1. Where shown in concrete, furnish reglets to trades of concrete work for installation as work of Division 3 sections.
 - 2. Where shown in masonry, furnish reglets to trades of masonry work, for installation as work of Division 4 sections.
 - 3. Install counterflashing in reglets, either by snap-in seal arrangement, or by wedging in place for anchorage and filling reglet with mastic or elastomeric sealant, as indicated and depending on degree of sealant exposure.
- G. Weatherproofing:
 - 1. Finish watertight and weathertight where so required.
 - 2. Make all lock seam work flat and true to line, sweating full of solder.
 - 3. Make all lock seams and lap seams, when soldered, at least one-half inch (1/2") wide.
 - 4. Where lap seams are not soldered, lap according to pitch but in no case less than three inches (3").
 - 5. Make all flat and lap seams in direction of flow.
- H. Nailing:

1. Whenever possible, secure metal by means of clips or cleats without nailing through the metal.
 2. In general, space all nails, rivets, and screws not more than 20 cm (8") apart and, where exposed to the weather, use lead washers.
 3. For nailing into wood, use barbed roofing nails 32 mm (1-1/2") long by 11 gauge.
 4. For nailing into concrete, use drilled plugholes and plugs.
- I. Install continuous gutter guards on gutters, arranged as hinged units to swing open for cleaning gutters.
1. Install beehive-type strainer-guard at conductor heads, removable for cleaning downspouts.
- J. Embedment: Embed all metal in connection with roofs in a solid bed of sealant using materials and methods approved in advance by the Architect or DNR Construction Inspector.
- K. Soldering:
1. Thoroughly clean and tin all joint materials prior to soldering.
 2. Perform all soldering slowly with a well-heated copper in order to heat the seams thoroughly and to completely fill them with solder.
 3. Perform all soldering with a heavy soldering copper of blunt design, properly tinned for use.
 4. Make all exposed soldering on finished surfaces neat, full flowing, and smooth.
 5. After soldering, thoroughly wash acid flux with a soda solution.
 6. Upon request of the DNR Construction Inspector, demonstrate by hose or standing water that all flashing and sheet metal is completely watertight.

3.03 CLEANING:

- A. Clean exposed metal surfaces, removing substances which might cause corrosion of metal or deterioration of finishes.

3.04 PROTECTION:

- A. Installer shall advise Contractor of required procedures for surveillance and protection of flashings and sheet metal work during construction to ensure that work will be without damage or deterioration, other than natural weathering, at time of substantial completion.

END OF SECTION 07600

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes: Gutters and downspouts, the extent of which is shown on the Drawings and includes:
 - 1. Gutters and downspouts with built-in leaf protection.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.
 - 1. Section 07712 – Manufactured Gutters and Downspouts.

1.02 SUBMITTALS

- A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures Section.
- B. Product Data: Submit manufacturer's product data for specified products.
- C. Samples: Submit selection and verification samples for finishes, colors and textures.
 - 1. Selection Samples: For each product requiring color selection, 2 sets of manufacturer's sample chips representing full range of colors and finishes available.
 - 2. Verification Samples: For each color and finish selected, 2 chips indicating match to selected color and finish.
- D. Quality Assurance Submittals: Submit the following:
 - 1. Manufacturer's Instructions: Manufacturer's installation instructions.
- E. Closeout Submittals: Submit the following:
 - 1. Warranty: Warranty documents specified herein.
 - 2. Record Documents: Project record documents for installed materials in accordance with Division 1 Closeout Submittals (Project Record Documents) Section.

1.03 QUALITY ASSURANCE

- A. Installer Qualifications: Installer experienced in performing work of this section who has specialized in the installation of work similar to that required for this project.
- B. Preinstallation Meetings: Conduct preinstallation meeting to verify project requirements, substrate conditions, manufacturer's installation instructions and manufacturer's warranty requirements.

1.04 DELIVERY, STORAGE & HANDLING

- A. General: Comply with Division 1 Requirements Sections.
 - 1. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
- B. Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact. Identify fabricated components with UL 90 label where appropriate.

- C. Storage and Protection: Store materials protected from exposure to harmful conditions. Store material in dry, above-ground location.
 - 1. Stack prefinished material to prevent twisting, bending, abrasion, scratching and denting.

1.05 PROJECT CONDITIONS

- A. Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

1.06 WARRANTY

- A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
- B. Manufacturer's Warranty: Submit, for Architect's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.
 - 1. Gutters and Downspouts: In addition to the manufacturer' standard guarantees, provide the manufacturer' standard lifetime warranty on baked on finish.

PART 2 - PRODUCTS

2.01 GUTTERS AND DOWNSPOUTS

- A. Gutters: Provide 6" seamless, rolled-formed, .032 aluminum, one piece gutter units designed to prevent built-up of leaves within the gutters, provide superior protection against wind and storm damage, and eliminates the possibility of debris entering the gutter from behind.
 - 1. Screw gutters to the fascia board every 2 feet with internal hanging brackets. Do not attach with spikes.
 - 2. Do not provide units with multiple parts, multi-piece gutters and separate leaf-shedding covers unless otherwise approved by the Architect.
 - 3. Finish: Baked-on enamel.
 - 4. Color: As selected by the Architect matching roofing system.
- B. Downspouts: Corrugated, prepainted, 5" rectangular shape aluminum, .025" thick (minimum).
 - 1. Finish: Baked-on enamel.
 - 2. Color: As selected by the Architect matching roofing system.
- C. Leaf Protection: As specified in the drawings by Architect.

PART 3 - EXECUTION

3.01 MANUFACTURER'S INSTRUCTIONS

- A. Compliance: Comply with manufacturer's product data, recommendations and installations instructions for substrate verification, preparation requirements and installation.

3.02 EXAMINATION

- A. Site Verification of Conditions: Verify substrate conditions, which have been previously installed

under other sections, are acceptable for product installation in accordance with manufacturer's instructions.

1. Installer's Examination:
 - a. Have installer of this section examine conditions under which construction activities of this section are to be performed, then submit written notification if such conditions are unacceptable.
 - b. Transmit 2 copies of installer's report to Architect/DNR Construction Inspector within 24 hours of receipt.
 - c. Delay construction activities of this section until unacceptable conditions have been corrected.
 - d. Beginning construction activities of this section indicates installer's acceptance of conditions.

3.03 PREPARATION

- A. Coordination: Coordinate with other work including drainage, flashing and trim, walls and other adjoining work to provide a noncorrosive and leakproof installation.
- B. Dissimilar Metals: Prevent galvanic action of dissimilar metals if any.

3.04 INSTALLATION

- A. General: Install gutters and ownspouting profiles, patterns and drainage indicated and required for leakproof installation. Seal joints for leakproof installation.
 1. Fasteners: Conceal fasteners where possible in exposed work. Cover and seal fasteners and anchors for watertight and leakproof installation.
 2. Sealant-Type Joints: Provide sealant-type joint where indicated. Form joints to conceal sealant. Comply with Division 7 Joint Sealants Section for sealant installation.

3.05 CLEANING

- A. Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to DNR Construction Inspector's acceptance. Remove construction debris from project site and legally dispose of debris.

3.06 PROTECTION

- A. Protection: Protect installed product's finish surfaces from damage during construction.
 1. Replace products having damage other than minor finish damage.
 2. Repair products having minor damage to finish in accordance with panel manufacturer's recommendations.
 3. The DNR Construction Inspector shall be sole judge of acceptability of repair to damaged finishes; replace products having rejected repairs.

END OF SECTION 077123

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:

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

JOINT SEALERS
07900-6

PART 1 - GENERAL

1.01 SUMMARY:

A. Section Includes:

1. Extent of painting work is shown on Drawings and Schedules, and as herein specified.
2. The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, as indicated on the Drawings.
 - a. Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.
 - B. The work of this section also includes backpriming of non-exposed surfaces where shown and as specified herein.
3. Paint exposed surfaces whether or not colors are designated in "schedules," except where natural finish of material is specifically noted as a surface not to be painted.
 - a. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas.
 - b. If color or finish is not designated, Architect will select these from standard colors available for materials systems specified.
4. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items.
 - a. Also, for fabricated components such as architectural woodwork, wood casework, and factory-built or shop-fabricated mechanical and electrical equipment or accessories.
5. Prefinished Items: Unless otherwise indicated, do not include painting when factory finishing or installer finishing is specified for such items as (but not limited to) metal toilet enclosures, prefinished partition systems, acoustic materials, architectural woodwork and casework, finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets, elevator entrance frames, doors and equipment.
6. Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as wells or ceilings in concealed areas and generally inaccessible areas,

foundation spaces, furred areas, utility tunnels, pipe spaces, duct shafts, and elevator shafts.

7. Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting, unless otherwise indicated.
 8. Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.
 9. Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.
- 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 DEFINITIONS:

- A. "Paint," as used herein, means coating systems materials including primers, emulsions, epoxy, enamels, sealer, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.03 SYSTEM DESCRIPTION:

- A. Review Finish Schedule Sheet A-600

1.04 SUBMITTALS:

- A. Provide submittals in accordance with Section 01300.
- B. Product Data: Submit manufacturer's technical information including paint label analysis, color selection catalogs and application instructions for each material proposed for use.
- C. Samples: Submit samples for Architect's review of color and texture only. Provide a listing of material and application for each coat of each finish sample.
- D. On 12" x 12" hardboard, provide two samples of each color and material, with texture to simulate actual conditions. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.
- E. On actual wood surfaces, provide two 4" x 8" samples of natural and stained wood finish. Label and identify each as to location and application.

1.05 QUALITY ASSURANCE:

- A. Qualification of Manufacturer: 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. Qualification of Workers:
 - 1. Provide at least one person who shall be present at all times during execution of the work of this section, who shall be thoroughly familiar with the specified requirements and the materials and methods needed for their execution, and who shall direct all work performed under this section.
 - 2. Provide adequate numbers of workers skilled in the necessary crafts and properly informed of the methods and materials to be used.
 - 3. In acceptance or rejection of the work of this section, the Architect will make no allowance for lack of skill on the part of workers.

1.06 DELIVERY, STORAGE, AND HANDLING:

- A. Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
 - 1. Name or title of material.
 - 2. Fed. Spec. Number, if applicable.
 - 3. Manufacturer's stock number and date of manufacturer.
 - 4. Manufacturer's name.
 - 5. Contents by volume, for major pigment and vehicle constituents.
 - 6. Thinning instructions.
 - 7. Application instructions.
 - 8. Color name and number.
- B. Material delivered damaged, open, or in containers not properly labeled will be rejected by the DNR Construction Inspector.
- C. Promptly remove unacceptable material from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

1.07 PROJECT/SITE CONDITIONS:

- A. Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50°F. (10°C) and 90°F. (32°C), unless otherwise permitted by paint manufacturer's printed instructions.
- B. Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45°F. (7°C) and 95°F. (35°C), unless otherwise permitted by paint manufacturer's printed instructions.

- C. Do not apply paint in snow, rain, fog or mist; or when relative humidity exceed 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.
- D. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

1.08 SEQUENCING AND SCHEDULING:

- A. Coordination with other trades: Do not start work of this section until the work of other trades, unless otherwise specified, has been completed in the areas to be painted.
- B. Follow manufacturer's instructions and schedule sufficient drying time between coats to achieve maximum thickness.
 - 1. Exterior System: Unless otherwise recommended by paint system manufacturer, do not apply second and third coats until a minimum of 16 hours has elapsed since preceding application.
 - 2. Interior System: Unless otherwise recommended by the paint system manufacturer, do not apply the second and third coats, if any, until a minimum of 34 hours has elapsed since preceding application.
- C. The DNR Construction Inspector may require notification of starting and finishing times for each coat in order to verify complete and proper application of each system under this contract.

1.09 MAINTENANCE:

- A. Provide manufacturer recommended maintenance instructions
- B. Maintenance by Owner: In addition to following the recommended maintenance instruction provided by the Contractor, the owner representative will:
 - 1. Unless otherwise indicated in the manufacturer's instruction, recoat exterior wood every three (3) years, as follows;
 - a. Power wash exterior structure as specified in part 3 of this section and in accordance with the manufacturer's recommended procedures.
 - b. Allow wood to dry for three (3) Days.
 - c. Unless otherwise recommended, apply one coat of the same product used as third coat in the initial application.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

- A. Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work of this section include:

Review Finish Schedule Sheet A-600.

2.02 MATERIALS:

- A. Provide best quality grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- B. Provide undercoat paint produced by same manufacturer as finish coats.
1. Use only thinners approved by paint manufacturer, and use only within recommended limits.
- C. Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.
1. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used.
 2. Provide barrier coats over incompatible primers or remove and reprime as required.
 3. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.
- D. Color Pigments: Pure, nonfading, applicable types to suit substrates and service indicated.
1. Lead content in pigment, if any, is limited to contain not more than 0.5% lead, as lead metal based on the total nonvolatile (dry-film) of paint by weight.
 2. This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven years of age.
- E. Schedules: Paint colors, surface treatments, and finishes are indicated in "schedules" of the contract documents. Except as noted, listed coating names, numbers, and colors are used to establish the quality, type and color of coating.
1. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

2. Manufacturer's products which comply with coating qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Architect.
 - a. Furnish material data and manufacturer's certificate of performance to Architect for any proposed substitutions.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work.
 1. Do not proceed with work until satisfactory conditions have been corrected in a manner acceptable to Applicator.
- B. Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.
- C. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

3.02 PREPARATION:

- A. General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instruction and as herein specified, for each particular substrate condition.
- B. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations.
 1. Remove, if necessary, for complete painting of items and adjacent surfaces.
 2. Following completion of painting of each space or area, reinstall removed items.
- C. Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning.
 1. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly painted surfaces.
- D. Determine alkalinity and moisture content of surfaces to be painted by performing appropriate tests.
 1. If surfaces are found to be sufficiently alkaline to cause blistering and burning of finish paint, correct this condition before application of paint.

2. Do not paint over surfaces where moisture content exceeds that permitted in manufacturer's printed directions.
- E. Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required.
1. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat.
 2. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler and sandpaper smooth when dried.
- G. Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, and paneling.
- H. When transparent finish is required, use spar varnish for backpriming.
- I. Backprime paneling on interior partitions only where masonry, plaster, or other wet wall construction occurs on backside.
- J. Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.
- K. Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale, and other foreign substances by solvent or mechanical cleaning.
1. Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications.
 2. Clean and touch-up with same type of shop primer.
- L. Galvanized Surfaces: Clean free of oil and surface contaminants with non-petroleum based solvent.
- M. Material:
1. Mix and prepare painting materials in accordance with manufacturer's directions.
 2. Store materials not in actual use in tightly covered containers.
 3. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.
 4. Stir materials before application to produce a mixture of uniform density, and stir as required during application.

5. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

3.03 APPLICATION:

- A. General: Apply paint in accordance with manufacturer's directions.
 1. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color, and appearance.
 1. Pay special attention to ensure that surfaces, including edges, corners, crevices welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
- C. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
 1. Paint surfaces behind permanently fixed equipment of furniture with prime coat only before final installation of equipment.
- D. Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.
- E. Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.
- F. Sand lightly between each succeeding enamel or varnish coat.
- G. Unless otherwise indicated, omit primer coat on metal surfaces which have been shop-primed and touch-up painted,
- H. Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- I. Allow sufficient time between successive coatings to permit proper drying.
 1. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.
- J. Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.
- K. Prime Coats: Apply prime coat on material required to be painted, and which has not been prime coated by others.

- L. Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- M. Completed Work: Match approved samples for color, texture, and coverage.
 - 1. Remove, refinish or repaint work not in compliance with specified requirements.

3.04 CLEANING:

- A. Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each workday.
- B. Upon completion of painting work, clean window glass and other paint-spattered surfaces.
 - 1. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- C. At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

3.05 PROTECTION:

- A. Protect work of other trade, whether to be painted or not, against damage by painting and finishing work.
 - 1. Correct any damage by cleaning, repairing or replacing, and repainting as acceptable to Architect.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes.
 - 1. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

3.06 SCHEDULES:

- A. Provide the following paint finishes by Sherwin Williams Paints or other manufacturers of equal products as specified herein.

- B. EPS-1: Exterior Alkyd Enamel - Ferrous Metals:
- 1st Coat - Alkyd Metal Primer
 - 2nd Coat - Alkyd Gloss Enamel
 - 3rd Coat - Alkyd Gloss Enamel
- c. EPS-2: Exterior Alkyd Enamel - Galvanized and Aluminum Metals:
- 1st Coat - Alkyd Metal Primer
 - 2nd Coat - Alkyd Gloss Enamel
 - 3rd Coat - Alkyd Gloss Enamel
- E. IPS-1: Interior Latex Emulsion (Semi-Gloss) - Gypsum Wallboard
- 1st Coat - Primer Sealer
 - 2nd Coat - Acrylic Latex Enamel
 - 3rd Coat - Acrylic Latex Enamel
- F. IPS-2: Interior Alkyd Enamel (Semi-Gloss) – Woodwork - Plywood
- 1st Coat - Alkyd Primer
 - 2nd Coat - Alkyd Enamel
 - 3rd Coat - Alkyd Enamel
- G. IPS-3: Interior Alkyd Enamel - Ferrous Metals:
- 1st Coat - Alkyd Metal Primer

2nd Coat - Alkyd Gloss
Enamel

3rd Coat - Alkyd Gloss
Enamel

H. IPS-4: Interior Alkyd Enamel - Galvanized and Aluminum Metals:

1st Coat - Alkyd Metal
Primer

2nd Coat - Alkyd Gloss
Enamel

3rd Coat - Alkyd Gloss
Enamel

I. IPS-5: Interior Urethane Varnish (satin Sheen) - Protected Wood:

1st Coat - Oil Stain
Semi-Transp.

2nd Coat - Urethane
Alkyd

3rd Coat - Urethane
Alkyd

END OF SECTION 09900

ELECTRICAL GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 1. Basic Requirements.
 2. Detailed Requirements.
 3. Coordination.
 4. Quality Assurance.
 5. Codes, Ordinances, & Permits.
 6. Common requirements for electrical installation.
 7. Excavating & Backfilling.
 8. Painting.
 9. Cleaning & Rubbish

1.3 SUBMITTALS

- A. Shop Drawings:
 1. Submit shop drawings, wiring diagrams, and descriptive literature on all equipment furnished in this contract. Contractor shall “approve” shop drawings as specified in Division 1 prior to submitting to Engineer for approval. Shop drawing submittals shall comply with Division 1 requirements.
 2. Make submittals as soon as practicable after the signing of the contract. Shipment shall not be released until drawings and literature have been finally approved.
 3. Shop drawings shall be checked by the Contractor for shape, dimensions, and details of attachment to the construction before submittal. Submitted shop drawings will be presumed to have been so checked by the Contractor.
 4. The literature shall be complete, giving materials, gauges, weights, finishes, etc., and in case of lighting fixtures, shall include ETL photometric curves.
 5. Number of copies required is the number of copies the Contractor desires returned, or the quantity listed in Division 1, whichever is greater.
 6. Wiring diagrams shall be furnished for all communication and control systems under this contract.
 7. In addition to the foregoing, the Contractor is to supply to the General Contractor, for delivery to the Owner, bound in a single set, a complete shop drawing portfolio of all equipment indicated under the specific specification section. Submit these near completion of the project arranged and indexed according to the CSI format.
- B. Test reports: Submit written installation test reports for review and approval immediately after testing has been satisfactorily completed.
- C. Acceptance certificates: Submit written manufacturer, testing agency and/or local Code authority acceptance certificates with project closeout documentation.

- D. Warranty: Submit a written warranty statement detailing all system and equipment warranties. Warranty shall be signed by Submittals are not required for this Section.
- E. Operation & Maintenance Instructions:
1. Refer to Division 1 for submittal and training requirements.
 2. Furnish approved operation and maintenance instruction booklets covering each listed item of equipment installed under this contract. These booklets shall provide complete instructions on the proper operation, use and periodic maintenance, together with the source of replacement parts and service for the item of equipment covered.
 3. Operation and maintenance manuals shall include copies of test reports, acceptance certificates and warranty information.
 4. In addition to the foregoing, the Contractor shall demonstrate to the Owner's designated personnel the use of the systems listed herein and shall furnish three (3) typewritten copies of a general operation procedure. Include locations and functions of switches, circuit breakers, fuses, etc.
 5. After final acceptance of all work and occupancy of the building, the Contractor shall have on the job, a qualified representative to make final adjustments of electrical systems and to instruct the Owner's representative in operating procedures, adjustment, and maintenance of system components, and to acquaint the Owner's representative with locations and functions of circuit breakers, fuses, switches, control devices, etc.
- F. Record Drawings:
1. Refer to Division 1 for submittal requirements.
 2. The Architect/Engineer will furnish one (1) set of blue line prints of the building floor plan for the Contractor's use in making a record layout of actual locations of equipment, devices, routing of conduits and locations of pull boxes for the following facilities:
 - a. Electrical feeders to substations and branch circuit panels
 - b. All branch circuit wiring
 - c. Voice/data conduit system
 - d. Empty conduits for use by others
 3. The information shall be neatly marked and the prints delivered to the Architect.
- G. Contractor's Warranty:
1. All work shall be warranted to be free of defects and to function properly for one year from the date of final acceptance or beneficial occupancy, whichever shall occur first. Defects appearing within the warranty period shall be repaired to the satisfaction of the Architect/Engineer. Refer to Division 1 for additional requirements.
 2. The warranty shall not obligate the Contractor for failure resulting from accident or from improper operation or care on the part of the Owner.
 3. Warranty for drivers and LEDs shall be as follows: Warranty failure shall be deemed to have occurred when 10% or more of the population of drivers or LED boards have failed. Should this occur, it is necessary that the Owner (or Contractor prior to substantial completion) make timely notification of the Architect/Engineer to facilitate a warranty claim with the manufacturer(s). Any extended warranties offered by Manufacturers shall not be preempted by this warranty.

BASIC REQUIREMENTS

- H. Before bidding, the Contractor. Extended warranties and manufacturer based warranties shall diligently study and compare all contract documents and shall be signed by the warranty holder and promptly report to the Architect/Engineer any discrepancies or deficiencies discovered by or made known to the Contractor.

- I. Discrepancies: Whenever a discrepancy or inconsistency exists between related information indicated on the contract drawings and/or specifications (such as differences between product descriptions and catalog numbers) this contractor shall obtain additional clarification and direction from the Architect/Engineer before proceeding. For bidding purposes, this contractor shall include warranty terms the labor and materials necessary to comply with the alternative that results in the greatest cost to the Contract.
- J. Deficiencies: The Contractor and subcontractors shall resolve all known deficiencies and inadvertent omissions, including non-compliance with applicable codes, with the Architect/Engineer prior to ordering materials or proceeding with the work. Any work performed prior to receipt of instruction from the Architect/Engineer will be done so at the Contractor's risk.
- K. Manufacturer's Catalog Numbers: Product series, model, or catalog numbers, whether indicated on drawings or specifications, shall not be considered complete. This Contractor shall not order any product based solely upon the stated catalog number. Furnish products including accessories and options necessary to match the full product description and its intended purpose and application based on all information available from the contract documents.

1.4 DETAILED REQUIREMENTS

- A. Equipment and material specifications are minimum general requirements.
- B. In cases where construction requirements and/or special features not mentioned are stated in subsequent sections, on the drawings, or by local Code, the higher standard shall apply.
- C. Coordinate rough-in work and other electrical provisions for temperature sensors, CO2 sensors, humidistats, thermostats, and other wall-mounted BMS wired devices shown on the mechanical drawings. Refer to the mechanical plans and the mechanical symbols list to identify such items. Install a junction box with a plaster ring with pathway to equipment, unless otherwise indicated on mechanical drawings or specifications. Coordinate exact requirements with the contractor providing the wired device.
- D. Electrical installations shall not hinder the regular maintenance of or replacement of mechanical equipment. Conduit and cabling shall not be installed beneath suspended mechanical units. Coordinate and plan installations.

1.5 COORDINATION

- A. Coordinate arrangement, mounting, and support of electrical equipment:
 - 1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
 - 2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
 - 3. To allow right of way for piping and conduit installed at required slope.
 - 4. So connecting raceways, cables, and wireways will be clear of obstructions and of the working and access space of other equipment.
- B. Prior to bidding, this contractor shall determine conduit and cabling routings, including the means and methods of installation, maximum feeder/branch-circuit lengths, pull boxes, junction boxes, conduit bodies, fittings, and any other related work in accordance with the contract documents and the applicable building codes.
- C. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

- D. Coordinate location of access panels and doors for electrical items that are behind finished surfaces or otherwise concealed. Access doors and panels are specified in Division 08 Section "Access Doors and Frames."

1.6 QUALITY ASSURANCE

- A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."
- B. Tests & Adjustments
 1. Contractor shall perform at his own expense, except for electrical energy, any tests that the Architect/Engineer may order to prove the performance of any device(s) and/or equipment supplied under this contract.
 2. Such tests will be limited to non-destructive test and will involve only direct reading(s) of the parameter(s) involved, i.e., actual trip rating or time delay of a circuit breaker may be required but coordination study is beyond the scope of this requirement.
 3. Provide adjustments such as branch circuit re-arranging, circuit breaker trip settings, final selection of fuse sizes, motor starter overload element settings, and the like that may be indicated by the tests and/or to suit equipment to be installed.

CODES, ORDINANCES, & PERMITS

- C. All governmental codes and ordinances that are applicable and in effect at the time and location of this work are hereby referenced as an integral part of the specification to establish minimum standards of design detail, materials, and workmanship. Extra payment will not be allowed for work or changes required by local code enforcement authorities and/or utility companies. This is not to preclude the establishment of non-conflicting higher standards as may be specified herein and/or indicated on the drawings. In case of conflict between any of the standards established herein and a governmental code or ordinance, refer to the Architect/Engineer and obtain instructions before proceeding with the work involved.
- D. Apply for, obtain, and pay for required permits and certificates of inspection
- E. Particular attention is directed to:
 1. National Electrical Code
 2. Local electric wiring ordinances
 3. IEEE National Electrical Safety Code

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. In all Division 26 Part 2 articles where titles introduce lists, the following requirements apply to product selection:
 1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified or prior approved product substitution. No product manufacturer will be accepted after this bid unless approved through a contractual change or written acceptance by Engineer. See "Substitutions" article herein.

PROPRIETARY REFERENCES

- B. Except where there is indication to the contrary, the intent of this specification is to be open to all brand names and suppliers that offer equipment that complies with the stated requirements of capacity, function, quality configuration, size, shape, and operating characteristics that are compatible with the design objectives of the system and interfacing equipment.
- C. Stated requirements are minimum in the case of unit output and maximum in the case of input requirements.

- D. The perceived operational limitations and maintenance requirements as well as the availability of suitable maintenance support will be evaluated in comparison to competing equipment as an important factor in deciding if an item of equipment is acceptable or not acceptable.
- E. The product manufacturers listed are manufacturers that are believed to be producers of like equipment or materials and locally represented, with service capability and otherwise meeting the requirements of the contract documents. Reference to a brand name is not to be construed as a representation that the named supplier actually has available the equipment or materials that meet the detailed requirements of the contract documents.
- F. Details of construction, control, or operation that are proprietary and not significant to the Owner's utilization of the equipment will not be used as a basis for qualifying or disqualifying any equipment.

2.2 SUBSTITUTIONS

- A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.
- B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least 10 days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. Refer to Division 1 for additional requirements.
- C. If the Engineer approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.
- D. No substitutions will be considered after the contract award unless specifically provided in the contract documents.

2.3 UL LABEL

- A. All materials, devices, etc. installed under this contract shall bear the UL label, or be UL listed as applicable except those specified items not covered by existing UL Standards.

PART 3 EXECUTION

3.1 INSPECTION OF SITE

- A. Determine information regarding existing construction by the site inspection prior to bidding.
- B. By submitting a bid for this work, contractor agrees he has inspected the existing site and familiarized himself with existing conditions and how they relate to the contract documents.

3.2 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

- A. Examine the site and all the drawings before proceeding with the layout and installation of this work. Verify all door swings and clearances to cabinets, etc. before locating switch and outlet boxes. Locate conduits, boxes, etc., essentially as shown on the drawings, but in exact layout determined on the job to suit actual conditions. Locate work so it does not interfere with access to service for any equipment. Confer and cooperate with other trades on the job so all parts will be installed in proper relationship. Precise location of parts to coordinate with other work is the responsibility of the Contractor.

- B. Obtain and follow manufacturer's installation instructions in the installation of all electrical equipment. Observe all restrictions imposed by the equipment manufacturer, UL label, NEC, or other applicable code in regard to setting; anchoring; hanging; clearances; electric, magnetic or thermal separation; shielding; weather and moisture protection. In case of conflict between the specifications herein and instructions or code governing the installation, notify the Architect/Engineer and receive his instructions before proceeding.
- C. Arrange exposed work as closely as practicable to wall or ceiling surfaces and in accurate alignment with exposed features of structure and/or trim. Locate concealed work so fittings, connectors, and other projections will clear surfaces. Where the option of more than one material is given, selection shall be confined to those which may be properly installed.
- D. Install all work in a neat and workmanlike manner by workmen thoroughly qualified in the trade or duties they are to perform. Rough work will be rejected.
- E. The Contractor is responsible for correct size and location of chases, slots, and openings require and will be liable for any cutting or patching made necessary by his failure to make proper arrangements in this respect.
- F. Maintain a competent full-time superintendent on the job to oversee and coordinate work with other trades, receive instructions from the Architect/Engineer, make layout of work to suit actual conditions, and to satisfy requirements of the drawings, specifications, and good workmanship.

3.3 EXCAVATING & BACKFILLING

- A. Provide excavating and backfilling necessary for installation of this work.
- B. Dig trenches to proper depth, graded for fall and to give solid bearing for each length of conduit or wire. Underground conduit or wire shall not be covered until inspected and the installation approved.
- C. Trenches under the building and under concrete slabs around the building shall be backfilled with mechanically tamped sand to level with surrounding earth. Dirt backfill shall not be used for these trenches.
- D. Before starting any excavation, use every reasonable means (examination of drawings, check with local utility companies and completed site work, local inquiry and check of surface indications) to determine the presence of underground piping, wiring, etc. in the area to be excavated. If such are, or are suspected to be existing, obtain instructions from the Architect/Engineer before proceeding.
- E. Refer to Division 31 for additional excavating, trenching and backfilling requirements.
- F. Contractor shall verify, smooth or refill and reseed any settlement areas or mounded areas of trenching after one winter.

3.4 PAINTING

- A. Exposed electrical work in unfinished areas will require painting unless noted otherwise.
- B. Protect the manufacturer's finish on equipment that is so finished. Clean and/or touch-up as necessary to repair damage at the end of the job.
- C. Paint exposed work installed under this contract with suitable primer and two coats of approved enamel, colors as specified or directed.
- D. Protect the manufacturer's finish on equipment that is so finished. Clean and/or touch-up as necessary to repair damage at the end of the job.

3.5 CLEANING & RUBBISH

- A. During the work, keep the premises clear of unnecessary accumulation of debris.
- B. Plug or cap open ends of conduits to prevent the entrance of dirt and/or moisture during construction. Protect boxes, panel enclosures, etc. against the entrance of mortar, plaster, moisture, and other foreign material during construction, and thoroughly clean these spaces before pulling wires, and again, if necessary, before installing covers of fronts.
- C. On completion of the work, remove all rubbish and debris resulting from the work or the work of subcontractors and dispose of same.
- D. All equipment, fixtures, etc. shall be thoroughly cleaned of accumulated dust, plaster, or other dirt and left in a satisfactory condition for use.

END OF SECTION 16010

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes grounding and bonding systems and equipment.

1.3 QUALITY ASSURANCE

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
 - 1. Solid Conductors: ASTM B 3.
 - 2. Stranded Conductors: ASTM B 8.
 - 3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
 - 4. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

2.3 CONNECTORS

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.

2.4 GROUNDING ELECTRODES

- A. Ground Rods: Copper-clad steel; 3/4 inch by 10 feet.

PART 3 - EXECUTION

3.1 APPLICATIONS

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Underground Grounding Conductors: Install bare tinned-copper conductor, No. 2/0 AWG minimum.
 - 1. Bury at least 24 inches below grade.
- C. Conductor Terminations and Connections:
 - 1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
 - 2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.

3.2 GROUNDING AT THE SERVICE

- A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 EQUIPMENT GROUNDING

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.4 INSTALLATION

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 2 inches below finished floor or final grade unless otherwise indicated.
 - 1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
 - 2. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.
- C. Grounding and Bonding for Piping:
 - 1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting

- is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
 3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.
- D. Concrete-Encased Grounding Electrode (Ufer Ground): Fabricate according to NFPA 70; using electrically conductive coated steel reinforcing bars or rods, at least 20 feet long. If reinforcing is in multiple pieces, connect together by the usual steel tie wires or exothermic welding to create the required length.

3.5 FIELD QUALITY CONTROL

- A. Tests and Inspections:
1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
 3. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
 - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
 - b. Perform tests by fall-of-potential method according to IEEE 81.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
1. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
- E. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.

END OF SECTION 16060

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Hangers and supports for electrical equipment and systems.

1.3 DEFINITIONS

- A. EMT: Electrical metallic tubing.
- B. IMC: Intermediate metal conduit.
- C. RMC: Rigid metal conduit.

1.4 QUALITY ASSURANCE

- A. Comply with NFPA 70.

1.5 COORDINATION

- A. Coordinate size and location of concrete bases. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified together with concrete Specifications.

PART 2 - PRODUCTS

2.1 SUPPORT, ANCHORAGE, AND ATTACHMENT COMPONENTS

- A. Steel Slotted Support Systems: Comply with MFMA-4, factory-fabricated components for field assembly.
 - 1. Metallic Coatings: Hot-dip galvanized after fabrication and applied according to MFMA-4.
 - 2. Channel Dimensions: Selected for applicable load criteria.
- B. Raceway and Cable Supports: As described in NECA 1 and NECA 101.

- C. Conduit and Cable Support Devices: Steel and malleable-iron hangers, clamps, and associated fittings, designed for types and sizes of raceway or cable to be supported.
- D. Structural Steel for Fabricated Supports and Restraints: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.
- E. Mounting, Anchoring, and Attachment Components: Items for fastening electrical items or their supports to building surfaces include the following:
 - 1. Powder-Actuated Fasteners: Threaded-steel stud, for use in hardened portland cement concrete, steel, or wood, with tension, shear, and pullout capacities appropriate for supported loads and building materials where used.
 - 2. Mechanical-Expansion Anchors: Insert-wedge-type, stainless steel, for use in hardened portland cement concrete with tension, shear, and pullout capacities appropriate for supported loads and building materials in which used.
 - 3. Concrete Inserts: Steel or malleable-iron, slotted support system units similar to MSS Type 18; complying with MFMA-4 or MSS SP-58.
 - 4. Clamps for Attachment to Steel Structural Elements: MSS SP-58, type suitable for attached structural element.
 - 5. Through Bolts: Structural type, hex head, and high strength. Comply with ASTM A 325.
 - 6. Toggle Bolts: All-steel springhead type.
 - 7. Hanger Rods: Threaded steel.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Comply with NECA 1 and NECA 101 for application of hangers and supports for electrical equipment and systems except if requirements in this Section are stricter.
- B. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMT, IMC, and RMC as scheduled in NECA 1, where its Table 1 lists maximum spacings less than stated in NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
- C. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
- D. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

3.2 SUPPORT INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except as specified in this Article.
- B. Raceway Support Methods: In addition to methods described in NECA 1, EMT, IMC, and RMC may be supported by openings through structure members, as permitted in NFPA 70.
- C. Strength of Support Assemblies: Where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
- D. Mounting and Anchorage of Surface-Mounted Equipment and Components: Anchor and fasten electrical items and their supports to building structural elements by the following methods unless otherwise indicated by code:
 - 1. To Wood: Fasten with lag screws or through bolts.
 - 2. To New Concrete: Bolt to concrete inserts.
 - 3. To Masonry: Approved toggle-type bolts on hollow masonry units and expansion anchor fasteners on solid masonry units.
 - 4. To Existing Concrete: Expansion anchor fasteners.
 - 5. Instead of expansion anchors, powder-actuated driven threaded studs provided with lock washers and nuts may be used in existing standard-weight concrete 4 inches thick or greater. Do not use for anchorage to lightweight-aggregate concrete or for slabs less than 4 inches thick.
 - 6. To Steel: Welded threaded studs complying with AWS D1.1/D1.1M, with lock washers and nuts.
 - 7. To Light Steel: Sheet metal screws.
 - 8. Items Mounted on Hollow Walls and Nonstructural Building Surfaces: Mount cabinets, panelboards, disconnect switches, control enclosures, pull and junction boxes, transformers, and other devices on slotted-channel racks attached to substrate by means that meet seismic-restraint strength and anchorage requirements.
- E. Drill holes for expansion anchors in concrete at locations and to depths that avoid reinforcing bars.

END OF SECTION 16073

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Identification for conductors.
 - 2. Underground-line warning tape.
 - 3. Warning labels and signs.
 - 4. Equipment identification labels.

1.3 QUALITY ASSURANCE

- A. Comply with ANSI A13.1.
- B. Comply with NFPA 70.
- C. Comply with 29 CFR 1910.144 and 29 CFR 1910.145.
- D. Comply with ANSI Z535.4 for safety signs and labels.
- E. Adhesive-attached labeling materials, including label stocks, laminating adhesives, and inks used by label printers, shall comply with UL 969.

1.4 COORDINATION

- A. Coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, Drawings, Shop Drawings, manufacturer's wiring diagrams, and the Operation and Maintenance Manual; and with those required by codes, standards, and 29 CFR 1910.145. Use consistent designations throughout Project.
- B. Coordinate installation of identifying devices with completion of covering and painting of surfaces where devices are to be applied.
- C. Coordinate installation of identifying devices with location of access panels and doors.

PART 2 - PRODUCTS

2.1 CONDUCTOR IDENTIFICATION MATERIALS

- A. Color-Coding Conductor Tape: Colored, self-adhesive vinyl tape not less than 3 mils thick by 1 to 2 inches wide.

- B. Self-Adhesive, Self-Laminating Polyester Labels: Preprinted, 3-mil- thick flexible label with acrylic pressure-sensitive adhesive that provides a clear, weather- and chemical-resistant, self-laminating, protective shield over the legend. Labels sized to fit the conductor diameter such that the clear shield overlaps the entire printed legend.
- C. Snap-Around Labels: Slit, pretensioned, flexible, preprinted, color-coded acrylic sleeve, with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- D. Snap-Around, Color-Coding Bands: Slit, pretensioned, flexible, solid-colored acrylic sleeve with diameter sized to suit diameter of conductor it identifies and to stay in place by gripping action.
- E. Heat-Shrink Preprinted Tubes: Flame-retardant polyolefin tube with machine-printed identification label. Sized to suit diameter of and shrinks to fit firmly around conductor it identifies. Full shrink recovery at a maximum of 200 deg F. Comply with UL 224.
- F. Marker Tapes: Vinyl or vinyl-cloth, self-adhesive wraparound type, with circuit identification legend machine printed by thermal transfer or equivalent process.
- G. Write-On Tags: Polyester tag, 0.010 inch thick, with corrosion-resistant grommet and cable tie for attachment to conductor or cable.
 - 1. Marker for Tags: Permanent, waterproof, black ink marker recommended by tag manufacturer.
 - 2. Labels for Tags: Self-adhesive label, machine-printed with permanent, waterproof, black ink recommended by printer manufacturer, sized for attachment to tag.

2.2 UNDERGROUND-LINE WARNING TAPE

- A. Tape:
 - 1. Recommended by manufacturer for the method of installation and suitable to identify and locate underground electrical utility lines.
 - 2. Printing on tape shall be permanent and shall not be damaged by burial operations.
 - 3. Tape material and ink shall be chemically inert, and not subject to degrading when exposed to acids, alkalis, and other destructive substances commonly found in soils.
- B. Color and Printing:
 - 1. Comply with ANSI Z535.1 through ANSI Z535.5.
 - 2. Inscriptions for Red-Colored Tapes: ELECTRIC LINE

2.3 WARNING LABELS AND SIGNS

- A. Comply with NFPA 70 and 29 CFR 1910.145.
- B. Self-Adhesive Warning Labels: Factory-printed, multicolor, pressure-sensitive adhesive labels, configured for display on front cover, door, or other access to equipment unless otherwise indicated.

2.4 INSTRUCTION SIGNS

- A. Adhesive Film Label: Machine printed, in black, by thermal transfer or equivalent process. Minimum letter height shall be 3/8 inch.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Verify identity of each item before installing identification products.
- B. Location: Install identification materials and devices at locations for most convenient viewing without interference with operation and maintenance of equipment.
- C. Apply identification devices to surfaces that require finish after completing finish work.
- D. Self-Adhesive Identification Products: Clean surfaces before application, using materials and methods recommended by manufacturer of identification device.
- E. Attach signs and plastic labels that are not self-adhesive type with mechanical fasteners appropriate to the location and substrate.
- F. Underground-Line Warning Tape: During backfilling of trenches install continuous underground-line warning tape directly above line at 6 to 8 inches below finished grade. Use multiple tapes where width of multiple lines installed in a common trench exceeds 16 inches overall.

3.2 IDENTIFICATION SCHEDULE

- A. Accessible Raceways and Cables within Buildings: Identify the covers of each junction and pull box of the following systems with self-adhesive vinyl labels with the wiring system legend and system voltage.
- B. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.
 - 1. Color-Coding for Phase Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
 - a. Color shall be factory applied or field applied for sizes larger than No. 8 AWG, if authorities having jurisdiction permit.
 - b. Colors for 208/120-V Circuits:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - c. Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.
- C. Install instructional sign including the color-code for grounded and ungrounded conductors using adhesive-film-type labels.

- D. Locations of Underground Lines: Identify with underground-line warning tape for power, lighting, communication, and control wiring and optical fiber cable.
 - 1. Install underground-line warning tape for both direct-buried cables and cables in raceway.

- E. Warning Labels for Indoor Cabinets, Boxes, and Enclosures for Power and Lighting: Self-adhesive warning labels.
 - 1. Comply with 29 CFR 1910.145.
 - 2. Identify system voltage with black letters on an orange background.
 - 3. Apply to exterior of door, cover, or other access.
 - 4. For equipment with multiple power or control sources, apply to door or cover of equipment including, but not limited to, the following:
 - a. Power transfer switches.
 - b. Controls with external control power connections.

- F. Operating Instruction Signs: Install instruction signs to facilitate proper operation and maintenance of electrical systems and items to which they connect. Install instruction signs with approved legend where instructions are needed for system or equipment operation.

END OF SECTION 16075

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Building wires and cables rated 600 V and less.
 - 2. Connectors, splices, and terminations rated 600 V and less.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

- A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.
- B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THHN-2-THWN-2.
- C. Multiconductor Cable: Comply with NEMA WC 70/ICEA S-95-658 for metal-clad cable, Type MC with ground wire.

2.2 CONNECTORS AND SPLICES

- A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

- A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.
- B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

- A. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.
- B. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- C. Exposed Branch Circuits, Including in Crawlspace: Type THHN-2-THWN-2, single conductors in raceway.
- D. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway.
- E. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

- A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.
- B. Complete raceway installation between conductor and cable termination points according to Section 16130 "Raceways and Boxes" prior to pulling conductors and cables.
- C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.
- D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.
- E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.
- F. Support cables according to Section 16073 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

- A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.
- B. Make splices, terminations, and taps that are compatible with conductor material.
 - 1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.
- C. Wiring at Outlets: Install conductor at each outlet, with at least 6 inches of slack.

3.5 IDENTIFICATION

- A. Identify and color-code conductors and cables according to Section 16075 "Electrical Identification."

- B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

END OF SECTION 16120

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Metal conduits, tubing, and fittings.
 - 2. Boxes, enclosures, and cabinets.

1.3 DEFINITIONS

- A. GRC: Galvanized rigid steel conduit.
- B. IMC: Intermediate metal conduit.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. GRC: Comply with ANSI C80.1 and UL 6.
- C. IMC: Comply with ANSI C80.6 and UL 1242.
- D. EMT: Comply with ANSI C80.3 and UL 797.
- E. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.
 - 1. Fittings for EMT:
 - a. Material: die cast.
 - b. Type: Setscrew or compression.
- F. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

- A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
- C. Fittings for RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.
- D. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.
- E. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

- A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 for interior, Type 3R for exterior unless otherwise indicated, and sized according to NFPA 70.
 - 1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.
- C. Wireway Covers: Screw-cover type unless otherwise indicated.
- D. Finish: Manufacturer's standard enamel finish.

2.4 BOXES, ENCLOSURES, AND CABINETS

- A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.
- B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.
- C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, ferrous alloy, Type FD, with gasketed cover.
- D. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.
- E. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, galvanized, cast iron with gasketed cover.
- F. Box extensions used to accommodate new building finishes shall be of same material as recessed box.
- G. Device Box Dimensions: 4 inches square by 2-1/8 inches deep.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

- A. Outdoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed Conduit: GRC or IMC.
 - 2. Concealed Conduit, Aboveground: GRC or IMC.
 - 3. Underground Conduit: RNC, Type EPC-40-PVC, direct buried.
 - 4. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.
- B. Indoors: Apply raceway products as specified below unless otherwise indicated:
 - 1. Exposed, Not Subject to Physical Damage: EMT.
 - 2. Exposed, Not Subject to Severe Physical Damage: EMT.
 - 3. Exposed and Subject to Severe Physical Damage: GRC or IMC.
 - 4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
 - 5. Damp or Wet Locations: GRC or IMC.
 - 6. Boxes and Enclosures: NEMA 250, Type 1.
- C. Minimum Raceway Size: 3/4-inch trade size.
- D. Raceway Fittings: Compatible with raceways and suitable for use and location.
 - 1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
 - 2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
 - 3. EMT: Use setscrew or compression, cast-metal fittings. Comply with NEMA FB 2.10.
 - 4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.
- E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.
- F. Install surface raceways only where indicated on Drawings.
- G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

3.2 INSTALLATION

- A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.
- B. Keep raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.
- C. Complete raceway installation before starting conductor installation.
- D. Comply with requirements in Section 16073 "Hangers and Supports for Electrical Systems" for hangers and supports.

- E. Arrange stub-ups so curved portions of bends are not visible above finished slab.
- F. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches of changes in direction.
- G. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.
- H. Support conduit within 12 inches of enclosures to which attached.
- I. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.
- J. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.
- K. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch trade size and insulated throat metal bushings on 1-1/2-inch trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.
- L. Install raceways square to the enclosure and terminate at enclosures with locknuts. Install locknuts hand tight plus 1/4 turn more.
- M. Do not rely on locknuts to penetrate nonconductive coatings on enclosures. Remove coatings in the locknut area prior to assembling conduit to enclosure to assure a continuous ground path.
- N. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.
- O. Comply with manufacturer's written instructions for solvent welding RNC and fittings.
- P. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches of flexible conduit for recessed and semirecessed luminaires, equipment subject to vibration, noise transmission, or movement; and for transformers and motors.
 - 1. Use LFMC in damp or wet locations subject to severe physical damage.
 - 2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.
- Q. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.
- R. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.
- S. Locate boxes so that cover or plate will not span different building finishes.

- T. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
- U. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

- A. Direct-Buried Conduit:
 - 1. Excavate trench bottom to provide firm and uniform support for conduit.
 - 2. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction.
 - 3. Install manufactured duct elbows for stub-ups at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
 - 4. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
 - a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
 - b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.
 - 5. Underground Warning Tape: Comply with requirements in Section 16075 "Electrical Identification."

3.4 PROTECTION

- A. Protect coatings, finishes, and cabinets from damage and deterioration.
 - 1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.

END OF SECTION 16130

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Receptacles, receptacles with integral GFCI, and associated device plates.
 - 2. Snap switches.

1.3 DEFINITIONS

- A. EMI: Electromagnetic interference.
- B. GFCI: Ground-fault circuit interrupter.
- C. Pigtail: Short lead used to connect a device to a branch-circuit conductor.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: List of legends and description of materials and process used for premarking wall plates.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers' Names: Shortened versions (shown in parentheses) of the following manufacturers' names are used in other Part 2 articles:
 - 1. Cooper Wiring Devices; Division of Cooper Industries, Inc. (Cooper).
 - 2. Hubbell Incorporated; Wiring Device-Kellems (Hubbell).
 - 3. Leviton Mfg. Company Inc. (Leviton).
 - 4. Pass & Seymour/Legrand (Pass & Seymour).
- B. Source Limitations: Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.2 GENERAL WIRING-DEVICE REQUIREMENTS

- A. Wiring Devices, Components, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

- B. Comply with NFPA 70.
- C. Devices that are manufactured for use with modular plug-in connectors may be substituted under the following conditions:
 - 1. Connectors shall comply with UL 2459 and shall be made with stranding building wire.
 - 2. Devices shall comply with the requirements in this Section.

2.3 STRAIGHT-BLADE RECEPTACLES

- A. Convenience Receptacles, 125 V, 20 A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; 5351 (single), CR5362 (duplex).
 - b. Hubbell; HBL5351 (single), HBL5352 (duplex).
 - c. Leviton; 5891 (single), 5352 (duplex).
 - d. Pass & Seymour; 5361 (single), 5362 (duplex).
- B. Duplex Tamper-Resistant Receptacle with USB Charger, 125V, 20A: Comply with NEMA WD 1, NEMA WD 6 Configuration 5-20R, UL 498, and FS W-C-596.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Pass & Seymour; TR5362USBGRY
 - b. Leviton; T5832-GY
 - c. Hubbell; USB20A5GY

2.4 GFCI RECEPTACLES

- A. General Description:
 - 1. Straight blade, feed-through type.
 - 2. Comply with NEMA WD 1, NEMA WD 6, UL 498, UL 943 Class A, and FS W-C-596.
 - 3. Include indicator light that shows when the GFCI has malfunctioned and no longer provides proper GFCI protection.
- B. Duplex GFCI Convenience Receptacles, 125 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. Cooper; VGF20.
 - b. Hubbell; GFR5352L.
 - c. Pass & Seymour; 2095.
 - d. Leviton; 7590.

2.5 TOGGLE SWITCHES

- A. Comply with NEMA WD 1, UL 20, and FS W-S-896.
- B. Switches, 120/277 V, 20 A:
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - 1) Single Pole:
 - a) Cooper; AH1221.
 - b) Hubbell; HBL1221.

- c) Leviton; 1221-2.
- d) Pass & Seymour; CSB20AC1.
- 2) Three Way:
 - a) Cooper; AH1223.
 - b) Hubbell; HBL1223.
 - c) Leviton; 1223-2.
 - d) Pass & Seymour; CSB20AC3.

2.1 WALL PLATES

A. Single and combination types shall match corresponding wiring devices.

1. Plate-Securing Screws: Metal with head color to match plate finish.
2. Material for Finished Spaces: Smooth, white high-impact thermoplastic.
3. Material for Unfinished Spaces (Garage): 0.035-inch- (1-mm-) thick, satin-finished, Type 302 stainless steel.
4. Material for Damp Locations: Cast aluminum with spring-loaded lift cover, and listed and labeled for use in wet and damp locations.

2.2 FINISHES

A. Device Color:

1. Wiring Devices Connected to Normal Power System:
 - a. Finished Spaces
 - 1) White unless otherwise indicated or required by NFPA 70 or device listing.
 - b. Unfinished Spaces (Garage) and Damp Locations
 - 1) Grey unless otherwise indicated or required by NFPA 70 or device listing.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Comply with NECA 1, including mounting heights listed in that standard, unless otherwise indicated.
- B. Coordination with Other Trades:
 1. Protect installed devices and their boxes. Do not place wall finish materials over device boxes and do not cut holes for boxes with routers that are guided by riding against outside of boxes.
 2. Keep outlet boxes free of plaster, drywall joint compound, mortar, cement, concrete, dust, paint, and other material that may contaminate the raceway system, conductors, and cables.
 3. Install device boxes in brick or block walls so that the cover plate does not cross a joint unless the joint is troweled flush with the face of the wall.
 4. Install wiring devices after all wall preparation, including painting, is complete.
- C. Conductors:
 1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.

2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
 3. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
 4. Existing Conductors:
 - a. Cut back and pigtail, or replace all damaged conductors.
 - b. Straighten conductors that remain and remove corrosion and foreign matter.
 - c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
- D. Device Installation:
1. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete.
 2. Keep each wiring device in its package or otherwise protected until it is time to connect conductors.
 3. Do not remove surface protection, such as plastic film and smudge covers, until the last possible moment.
 4. Connect devices to branch circuits using pigtails that are not less than 6 inches in length.
 5. When there is a choice, use side wiring with binding-head screw terminals. Wrap solid conductor tightly clockwise, two-thirds to three-fourths of the way around terminal screw.
 6. Use a torque screwdriver when a torque is recommended or required by manufacturer.
 7. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.
 8. Tighten unused terminal screws on the device.
 9. When mounting into metal boxes, remove the fiber or plastic washers used to hold device-mounting screws in yokes, allowing metal-to-metal contact.
- E. Receptacle Orientation:
1. Install ground pin of vertically mounted receptacles down, and on horizontally mounted receptacles to the right.
- F. Device Plates: Do not use oversized or extra-deep plates. Repair wall finishes and remount outlet boxes when standard device plates do not fit flush or do not cover rough wall opening.
- G. Arrangement of Devices: Unless otherwise indicated, mount flush, with long dimension vertical and with grounding terminal of receptacles on top. Group adjacent switches under single, multigang wall plates.
- H. Adjust locations of floor service outlets and service poles to suit arrangement of partitions and furnishings.
- 3.2 GFCI RECEPTACLES
- A. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.
- 3.3 IDENTIFICATION
- A. Comply with Section 16075 "Electrical Identification."

- B. Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.4 FIELD QUALITY CONTROL

- A. Tests for Convenience Receptacles:
 1. Line Voltage: Acceptable range is 105 to 132 V.
 2. Percent Voltage Drop under 15-A Load: A value of 6 percent or higher is unacceptable.
 3. Ground Impedance: Values of up to 2 ohms are acceptable.
 4. GFCI Trip: Test for tripping values specified in UL 1436 and UL 943.
 5. Using the test plug, verify that the device and its outlet box are securely mounted.
 6. Tests shall be diagnostic, indicating damaged conductors, high resistance at the circuit breaker, poor connections, inadequate fault current path, defective devices, or similar problems. Correct circuit conditions, remove malfunctioning units and replace with new ones, and retest as specified above.

- B. Wiring device will be considered defective if it does not pass tests and inspections.

END OF SECTION 16140

LIGHTING CONTROL DEVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Indoor occupancy sensors.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Show installation details for occupancy and light-level sensors.
 - 1. Interconnection diagrams showing field-installed wiring.
 - 2. Include diagrams for power, signal, and control wiring.

PART 2 - PRODUCTS

2.1 INDOOR OCCUPANCY SENSORS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Cooper Industries, Inc.
 - 2. Hubbell Building Automation, Inc.
 - 3. Leviton Manufacturing Co., Inc.
 - 4. Sensor Switch, Inc.
 - 5. Watt Stopper.
 - 6. Acuity Controls
- B. General Requirements for Sensors: Wall- or ceiling-mounted, solid-state indoor occupancy sensors with a separate power pack.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Operation: Unless otherwise indicated, turn lights on when coverage area is occupied, and turn them off when unoccupied; with a time delay for turning lights off, adjustable over a minimum range of 1 to 15 minutes.
 - 3. Sensor Output: Contacts rated to operate the connected relay, complying with UL 773A. Sensor is powered from the power pack.
 - 4. Power Pack: Dry contacts rated for 20-A ballast load at 120- and 277-V ac, for 13-A tungsten at 120-V ac, and for 1 hp at 120-V ac. Sensor has 24-V dc, 150-mA, Class 2 power source, as defined by NFPA 70.
 - 5. Mounting:
 - a. Sensor: Suitable for mounting in any position on a standard outlet box.

- b. Relay: Externally mounted through a 1/2-inch knockout in a standard electrical enclosure.
 - c. Time-Delay and Sensitivity Adjustments: Recessed and concealed behind hinged door.
 - 6. Indicator: Digital display, to show when motion is detected during testing and normal operation of sensor.
 - 7. Bypass Switch: Override the "on" function in case of sensor failure.
 - 8. Automatic Light-Level Sensor: Adjustable from 2 to 200 fc; turn lights off when selected lighting level is present.
- C. Ultrasonic Type: Ceiling mounted; detect occupants in coverage area through pattern changes of reflected ultrasonic energy .
 - 1. Detector Sensitivity: Detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 - 2. Detection Coverage (Small Room): Detect occupancy anywhere within a circular area of 600 sq. ft. when mounted on a 96-inch- high ceiling.
 - 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.
 - 4. Detection Coverage (Large Room): Detect occupancy anywhere within a circular area of 2000 sq. ft. when mounted on a 96-inch- high ceiling.
 - 5. Detection Coverage (Corridor): Detect occupancy anywhere within 90 feet when mounted on a 10-foot- high ceiling in a corridor not wider than 14 feet.
- D. Dual-Technology Type: Ceiling mounted; detect occupants in coverage area using PIR and ultrasonic detection methods. The particular technology or combination of technologies that control on-off functions is selectable in the field by operating controls on unit.
 - 1. Sensitivity Adjustment: Separate for each sensing technology.
 - 2. Detector Sensitivity: Detect occurrences of 6-inch- minimum movement of any portion of a human body that presents a target of not less than 36 sq. in., and detect a person of average size and weight moving not less than 12 inches in either a horizontal or a vertical manner at an approximate speed of 12 inches/s.
 - 3. Detection Coverage (Standard Room): Detect occupancy anywhere within a circular area of 1000 sq. ft. when mounted on a 96-inch- high ceiling.

2.2 SWITCHBOX-MOUNTED OCCUPANCY SENSORS

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
 - 1. Cooper Industries, Inc.
 - 2. Hubbell Building Automation, Inc.
 - 3. Leviton Manufacturing Co., Inc.
 - 4. Sensor Switch, Inc.
 - 5. Watt Stopper.
- B. General Requirements for Sensors: Automatic-wall-switch occupancy sensor, suitable for mounting in a single gang switchbox.
 - 1. Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 2. Operating Ambient Conditions: Dry interior conditions, 32 to 120 deg F.
 - 3. Switch Rating: Not less than 800-VA fluorescent at 120 V, 1200-VA fluorescent at 277 V, and 800-W incandescent.

- C. Wall-Switch Sensor:
 - 1. Standard Range: 180-degree field of view, field adjustable from 180 to 40 degrees; with a minimum coverage area of 900 sq. ft..
 - 2. Sensing Technology: PIR.
 - 3. Switch Type: SP.
 - 4. Voltage: Match the circuit voltage.
 - 5. Concealed, field-adjustable, "off" time-delay selector at up to 30 minutes.
 - 6. Concealed "off" time-delay selector at 30 seconds, and 5, 10, and 20 minutes.

2.3 CONDUCTORS AND CABLES

- A. Power Wiring to Supply Side of Remote-Control Power Sources: Not smaller than No. 12 AWG. Comply with requirements in Section 16120 "Conductors and Cables."
- B. Classes 2 and 3 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 16120 "Conductors and Cables."
- C. Class 1 Control Cable: Multiconductor cable with stranded-copper conductors not smaller than No. 18 AWG. Comply with requirements in Section 16120 "Conductors and Cables."

PART 3 - EXECUTION

3.1 SENSOR INSTALLATION

- A. Coordinate layout and installation of ceiling-mounted devices with other construction that penetrates ceilings or is supported by them, including light fixtures, HVAC equipment, smoke detectors, fire-suppression systems, and partition assemblies.
- B. Install and aim sensors in locations to achieve not less than 90 percent coverage of areas indicated. Do not exceed coverage limits specified in manufacturer's written instructions.

3.2 CONTACTOR INSTALLATION

- A. Mount electrically held lighting contactors with elastomeric isolator pads to eliminate structure-borne vibration, unless contactors are installed in an enclosure with factory-installed vibration isolators.

3.3 WIRING INSTALLATION

- A. Wiring Method: Comply with Section 16120 "Conductors and Cables." Minimum conduit size is 1/2 inch.
- B. Wiring within Enclosures: Comply with NECA 1. Separate power-limited and nonpower-limited conductors according to conductor manufacturer's written instructions.
- C. Size conductors according to lighting control device manufacturer's written instructions unless otherwise indicated.
- D. Splices, Taps, and Terminations: Make connections only on numbered terminal strips in junction, pull, and outlet boxes; terminal cabinets; and equipment enclosures.

3.4 IDENTIFICATION

- A. Identify components and power and control wiring according to Section 16075 "Electrical Identification."
 - 1. Identify controlled circuits in lighting contactors.
 - 2. Identify circuits or luminaires controlled by photoelectric and occupancy sensors at each sensor.
- B. Label time switches and contactors with a unique designation.

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
 - 1. Operational Test: After installing time switches and sensors, and after electrical circuitry has been energized, start units to confirm proper unit operation.
 - 2. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- B. Lighting control devices will be considered defective if they do not pass tests and inspections.

END OF SECTION 16145

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Distribution panelboards.
 - 2. Lighting and appliance branch-circuit panelboards.
 - 3. Disconnecting and overcurrent protective devices.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of panelboard, switching and overcurrent protective device, transient voltage suppression device, accessory, and component indicated. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.
- B. Shop Drawings: For each panelboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details. Show tabulations of installed devices, equipment features, and ratings.
 - 2. Detail enclosure types and details for types other than NEMA 250, Type 1.
 - 3. Detail bus configuration, current, and voltage ratings.

1.4 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For panelboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in Section 01782 "Operation and Maintenance Data," include the following:
 - 1. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - 2. Time-current curves, including selectable ranges for each type of overcurrent protective device that allows adjustments.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain panelboards, overcurrent protective devices, components, and accessories from single source from single manufacturer.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with NEMA PB 1.

- D. Comply with NFPA 70.

1.6 COORDINATION

- A. Coordinate layout and installation of panelboards and components with other construction that penetrates walls or is supported by them, including electrical and other types of equipment, raceways, piping, encumbrances to workspace clearance requirements, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS FOR PANELBOARDS

- A. Enclosures: Surface-mounted cabinets.
 - 1. Rated for environmental conditions at installed location.
 - a. Indoor Dry and Clean Locations: NEMA 250, Type 1.
 - b. Outdoor Locations: NEMA 250, Type 3R.
 - 2. Front: Secured to box with concealed trim clamps. For surface-mounted fronts, match box dimensions; for flush-mounted fronts, overlap box.
 - 3. Finishes:
 - a. Panels and Trim: Steel and galvanized steel, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat.
 - b. Back Boxes: Same finish as panels and trim.
 - 4. Directory Card: Inside panelboard door, mounted in transparent card holder.
- B. Phase, Neutral, and Ground Buses:
 - 1. Material: Tin-plated aluminum.
 - 2. Equipment Ground Bus: Adequate for feeder and branch-circuit equipment grounding conductors; bonded to box.
- C. Conductor Connectors: Suitable for use with conductor material and sizes.
 - 1. Material: Tin-plated aluminum.
 - 2. Main and Neutral Lugs: Mechanical type.
 - 3. Ground Lugs and Bus-Configured Terminators: Mechanical type.
- D. Service Equipment Label: NRTL labeled for use as service equipment for panelboards or load centers with one or more main service disconnecting and overcurrent protective devices.

- 2.2 Panelboard Short-Circuit Current Rating: Fully rated to interrupt symmetrical short-circuit current available at terminals.

2.3 DISTRIBUTION PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton.
 2. General Electric Company; GE Energy Management - Electrical Distribution.
 3. Siemens Energy.
 4. Square D; by Schneider Electric.
- B. Panelboards: NEMA PB 1, power and feeder distribution type.
- C. Doors: Secured with vault-type latch with tumbler lock; keyed alike.
1. For doors more than 36 inches high, provide two latches, keyed alike.
- D. Mains: Circuit breaker.
- E. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes 125 A and Smaller: Plug-in circuit breakers.
- F. Branch Overcurrent Protective Devices for Circuit-Breaker Frame Sizes Larger Than 125 A: Bolt-on circuit breakers; plug-in circuit breakers where individual positive-locking device requires mechanical release for removal.
- G. Branch Overcurrent Protective Devices: Fused switches.
- H. Contactors in Main Bus: NEMA ICS 2, Class A, mechanically held, general-purpose controller, with same short-circuit interrupting rating as panelboard.
1. Internal Control-Power Source: Control-power transformer, with fused primary and secondary terminals, connected to main bus ahead of contactor connection.
 2. External Control-Power Source: 120-V branch circuit.

2.4 LIGHTING AND APPLIANCE BRANCH-CIRCUIT PANELBOARDS

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Eaton.
 2. General Electric Company; GE Energy Management - Electrical Distribution.
 3. Siemens Energy.
 4. Square D; by Schneider Electric.
- B. Panelboards: NEMA PB 1, lighting and appliance branch-circuit type.
- C. Branch Overcurrent Protective Devices: Bolt-on circuit breakers, replaceable without disturbing adjacent units.
- D. Doors: Concealed hinges; secured with flush latch with tumbler lock; keyed alike.

2.5 DISCONNECTING AND OVERCURRENT PROTECTIVE DEVICES

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Eaton Electrical Inc.; Cutler-Hammer Business Unit.
 2. General Electric Company; GE Consumer & Industrial - Electrical Distribution.
 3. Siemens Energy & Automation, Inc.
 4. Square D; a brand of Schneider Electric.
- B. Molded-Case Circuit Breaker (MCCB): Comply with UL 489, with interrupting capacity to meet available fault currents.
1. Thermal-Magnetic Circuit Breakers: Inverse time-current element for low-level overloads, and instantaneous magnetic trip element for short circuits. Adjustable magnetic trip setting for circuit-breaker frame sizes 250 A and larger.
 2. GFCI Circuit Breakers: Single- and two-pole configurations with Class A ground-fault protection (6-mA trip).
 3. Molded-Case Circuit-Breaker (MCCB) Features and Accessories:
 - a. Standard frame sizes, trip ratings, and number of poles.
 - b. Lugs: Mechanical style, suitable for number, size, trip ratings, and conductor materials.
 - c. Application Listing: Appropriate for application; Type SWD for switching fluorescent lighting loads; Type HID for feeding fluorescent and high-intensity discharge (HID) lighting circuits.
 - d. Handle Padlocking Device: Fixed attachment, for locking circuit-breaker handle in on or off position.
 - e. Handle Clamp: Loose attachment, for holding circuit-breaker handle in on position.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Receive, inspect, handle, and store panelboards according to NECA 407.
- B. Examine panelboards before installation. Reject panelboards that are damaged or rusted or have been subjected to water saturation.
- C. Examine elements and surfaces to receive panelboards for compliance with installation tolerances and other conditions affecting performance of the Work.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Install panelboards and accessories according to NECA 407.
- B. Mount panelboard cabinet plumb and rigid without distortion of box. Mount recessed panelboards with fronts uniformly flush with wall finish and mating with back box.
- C. Install filler plates in unused spaces.
- D. Arrange conductors in gutters into groups and bundle and wrap with wire ties.
- E. Comply with NECA 1.

3.3 IDENTIFICATION

- A. Identify field-installed conductors, interconnecting wiring, and components; provide warning signs complying with Section 16075 "Electrical Identification."
- B. Create a directory to indicate installed circuit loads; incorporate Owner's final room designations. Obtain approval before installing. Use a computer or typewriter to create directory; handwritten directories are not acceptable.
- C. Panelboard Nameplates: Label each panelboard with a nameplate complying with requirements for identification specified in Section 16075 "Electrical Identification."

3.4 ADJUSTING

- A. Adjust moving parts and operable component to function smoothly, and lubricate as recommended by manufacturer.

END OF SECTION 16442

PART 1 - PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Interior solid-state luminaires that use LED technology.
 - 2. Lighting fixture supports.
- B. Related Requirements:
 - 1. Section 260923 "Lighting Control Devices" for automatic control of lighting, including time switches, photoelectric relays, occupancy sensors, and multipole lighting relays and contactors.

1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color Rendering Index.
- C. Fixture: See "Luminaire."
- D. IP: International Protection or Ingress Protection Rating.
- E. LED: Light-emitting diode.
- F. Lumen: Measured output of lamp and luminaire, or both.
- G. Luminaire: Complete lighting unit, including lamp, reflector, and housing.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Arrange in order of luminaire designation.
 - 2. Include data on features, accessories, and finishes.
 - 3. Include physical description and dimensions of luminaires.
 - 4. Include emergency lighting units, including batteries and chargers.
 - 5. Include life, output (lumens, CCT, and CRI), and energy efficiency data.
 - 6. Photometric data and adjustment factors based on laboratory tests, complying with IESNA Lighting Measurements Testing and Calculation Guides, of each lighting

fixture type. The adjustment factors shall be for lamps and accessories identical to those indicated for the lighting fixture as applied in this Project.

- a. Manufacturers' Certified Data: Photometric data certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
 - b. Testing Agency Certified Data: For indicated luminaires, photometric data certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
- B. Shop Drawings: For nonstandard or custom luminaires.
1. Include plans, elevations, sections, and mounting and attachment details.
 2. Include details of luminaire assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
 3. Include diagrams for power, signal, and control wiring.

1.5 CLOSEOUT SUBMITTALS

- A. Operation and Maintenance Data: For luminaires and lighting systems to include in operation and maintenance manuals.
1. Provide a list of all lamp types used on Project; use ANSI and manufacturers' codes.

1.6 QUALITY ASSURANCE

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Luminaire manufacturer's laboratory that is accredited under the NVLAP for Energy Efficient Lighting Products.
- B. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by an independent agency, with the experience and capability to conduct the testing indicated, that is an NRTL as defined by OSHA in 29 CFR 1910.7, accredited under the NVLAP for Energy Efficient Lighting Products, and complying with the applicable IES testing standards.
- C. Provide luminaires from a single manufacturer for each luminaire type.
- D. Each luminaire type shall be binned within a three-step MacAdam Ellipse to ensure color consistency among luminaires.
- E. Mockups: For interior lighting luminaires in room or module mockups, complete with power and control connections.
1. Obtain Architect's approval of luminaires in mockups before starting installations.
 2. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect finishes of exposed surfaces by applying a strippable, temporary protective covering before shipping.

1.8 WARRANTY

- A. Warranty: Manufacturer and Installer agree to repair or replace components of luminaires that fail in materials or workmanship within specified warranty period.
- B. Warranty Period: Five year(s) from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 LUMINAIRE REQUIREMENTS

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. NRTL Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by an NRTL.
- C. FM Global Compliance: Luminaires for hazardous locations shall be listed and labeled for indicated class and division of hazard by FM Global.
- D. Recessed Fixtures: Comply with NEMA LE 4.
- E. Bulb shape complying with ANSI C79.1.
- F. Lamp base complying with ANSI C81.61 or IEC 60061-1.
- G. CRI of minimum 80. CCT of 4100 K.
- H. Rated lamp life of 50,000 hours.
- I. Lamps dimmable from 100 percent to 0 percent of maximum light output.
- J. Internal driver.
- K. Nominal Operating Voltage: 120 V ac.
 - 1. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
- L. Housings:
 - 1. Extruded-aluminum housing and heat sink.
 - 2. Clear powder-coat painted finish.

2.2 MATERIALS

- A. Metal Parts:
 - 1. Free of burrs and sharp corners and edges.
 - 2. Sheet metal components shall be steel unless otherwise indicated.

3. Form and support to prevent warping and sagging.
- B. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position.
 - C. Diffusers and Globes:
 1. prismatic acrylic clear, UV-stabilized acrylic
 2. Acrylic Diffusers: One hundred percent virgin acrylic plastic, with high resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
 3. Glass: Annealed crystal glass unless otherwise indicated.
 4. Lens Thickness: At least 0.125 inch minimum unless otherwise indicated.
 - D. Housings:
 1. Extruded-aluminum housing and heat sink.
 2. Clear powder-coat painted finish.
 - E. Factory-Applied Labels: Comply with UL 1598. Include recommended lamps. Locate labels where they will be readily visible to service personnel, but not seen from normal viewing angles when lamps are in place.
 1. Label shall include the following lamp characteristics:
 - a. "USE ONLY" and include specific lamp type.
 - b. Lamp diameter, shape, size, wattage, and coating.
 - c. CCT and CRI for all luminaires.

2.3 METAL FINISHES

- A. Variations in finishes are unacceptable in the same piece. Variations in finishes of adjoining components are acceptable if they are within the range of approved Samples and if they can be and are assembled or installed to minimize contrast.

2.4 LUMINAIRE FIXTURE SUPPORT COMPONENTS

- A. Single-Stem Hangers: 1/2-inch steel tubing with swivel ball fittings and ceiling canopy. Finish same as luminaire.
- B. Wires: ASTM A 641/A 641 M, Class 3, soft temper, zinc-coated steel, 12 gage.
- C. Rod Hangers: 3/16-inch minimum diameter, cadmium-plated, threaded steel rod.
- D. Hook Hangers: Integrated assembly matched to luminaire, line voltage, and equipment with threaded attachment, cord, and locking-type plug.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for luminaire to verify actual locations of luminaire and electrical connections before fixture installation. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 TEMPORARY LIGHTING

- A. If approved by the Architect, use selected permanent luminaires for temporary lighting. When construction is sufficiently complete, clean luminaires used for temporary lighting and install new lamps.

3.3 INSTALLATION

- A. Comply with NECA 1.
- B. Install luminaires level, plumb, and square with ceilings and walls unless otherwise indicated.
- C. Install lamps in each luminaire.
- D. Supports:
 - 1. Sized and rated for luminaire weight.
 - 2. Able to maintain luminaire position after cleaning and relamping.
 - 3. Provide support for luminaire without causing deflection of ceiling or wall.
 - 4. Luminaire mounting devices shall be capable of supporting a horizontal force of 100 percent of luminaire weight and vertical force of 400 percent of luminaire weight.
- E. Flush-Mounted Luminaire Support:
 - 1. Secured to outlet box.
 - 2. Attached to ceiling structural members at four points equally spaced around circumference of luminaire.
 - 3. Trim ring flush with finished surface.
- F. Wall-Mounted Luminaire Support:
 - 1. Attached to structural members in walls or Attached to a minimum 20 gauge backing plate attached to wall structural members.
 - 2. Do not attach luminaires directly to gypsum board.
- G. Ceiling-Mounted Luminaire Support:
 - 1. Ceiling mount with two 5/32-inch- diameter aircraft cable supports adjustable to 120 inches in length.
 - 2. Ceiling mount with pendant mount with 5/32-inch- diameter aircraft cable supports adjustable to 120 inches in length.

3. Ceiling mount with hook mount.
- H. Suspended Luminaire Support:
1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 2. Stem-Mounted, Single-Unit Luminaires: Suspend with twin-stem hangers. Support with approved outlet box and accessories that hold stem and provide damping of luminaire oscillations. Support outlet box vertically to building structure using approved devices.
 3. Continuous Rows of Luminaires: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of luminaire chassis, including one at each end.
 4. Do not use ceiling grid as support for pendant luminaires. Connect support wires or rods to building structure.
- I. Ceiling-Grid-Mounted Luminaires:
1. Secure to any required outlet box.
 2. Secure luminaire to the luminaire opening using approved fasteners in a minimum of four locations, spaced near corners of luminaire.
 3. Use approved devices and support components to connect luminaire to ceiling grid and building structure in a minimum of four locations, spaced near corners of luminaire.
- J. Comply with requirements in Section 260519 "Low-Voltage Electrical Power Conductors and Cables" for wiring connections.

3.4 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals. Comply with requirements for identification specified in Section 260553 "Identification for Electrical Systems."

3.5 FIELD QUALITY CONTROL

- A. Perform the following tests and inspections:
1. Operational Test: After installing luminaires, switches, and accessories, and after electrical circuitry has been energized, test units to confirm proper operation.
 2. Test for Emergency Lighting: Interrupt power supply to demonstrate proper operation. Verify transfer from normal power to battery power and retransfer to normal.
- B. Luminaire will be considered defective if it does not pass operation tests and inspections.
- C. Prepare test and inspection reports.

3.6 STARTUP SERVICE

- A. Comply with requirements for startup specified in Section 260943.16 "Addressable-Fixture Lighting Controls."
- B. Comply with requirements for startup specified in Section 260943.23 "Relay-Based Lighting Controls."

3.7 ADJUSTING

- A. Occupancy Adjustments: When requested within 12 months of date of Substantial Completion, provide on-site assistance in adjusting the direction of aim of luminaires to suit occupied conditions. Make up to two visits to Project during other-than-normal hours for this purpose. Some of this work may be required during hours of darkness.
1. During adjustment visits, inspect all luminaires. Replace lamps or luminaires that are defective.
 2. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.
 3. Adjust the aim of luminaires in the presence of the Architect.

END OF SECTION 265119

SECTION 12 93 00
SITE FURNISHINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following types of site furnishings and play components.
 - 1. Limestone Benches and Cubes
 - 2. Salvaged Boulders
 - 3. Boardwalk

1.2 SUBMITTALS

- A. Submit under provisions of Section 01 33 23 – Shop Drawings, Product Data, and Samples
- B. Product Data: Manufacturer's data sheets on each product to be used, including Certificate of severance of utility services, if required.
 - 1. Detail Drawings
 - 2. Preparation instructions and recommendations
 - 3. Storage and handling requirements and recommendations
 - 4. Installation methods
 - 5. Chemical treatment of wood materials
- C. Shop drawings: Indicate materials, dimensions, tolerances, welding, fasteners, hardware, mounting, finish, and accessories. Include manufacturer's installation instructions and maintenance information.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Minimum five years' experience in producing site furnishings of the type specified.
- B. Comply with all state and local ordinances.

1.4 WARRANTY

- A. Manufacturer's Warranty: Provide manufacturer's standard warranty against defects in materials and workmanship.

1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Handle materials to avoid damage.

1.7 DEFINITIONS

- A. Limestone Bench and Limestone Cubes: shall be a monolithic stone block milled by a quarry to the dimensions specified in the plans.
- B. Salvaged Boulders: shall be granite boulders salvaged from the site per the to the dimensions specified in the plans.
- C. Boardwalk: shall be a pedestrian scale bridge structure per plans and manufacturer's specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Furnish all materials and equipment required for installation of site furnishings, site features and boardwalk components. All equipment and materials are subject to the approval of the Owner.
- B. Steel and Iron: Free of surface blemishes.
- C. Stainless Steel: Free of surface blemishes.

2.2 LIMESTONE BENCHES AND CUBES

- A. Rectangular limestone blocks shall be sized and cut according to the drawings.
 - 1. Obtain all limestone from a single quarry with resources to provide materials of consistent quality in appearance and physical properties, including the capacity to cut and finish material without delaying the progress of the work.
 - 2. Limestone Type: Buff colored, select grade, rough finish on sides and sawn top and bottom.
 - 3. Limestone shall sit flat and level on a compacted aggregate base per plans and details.

2.3 SALVAGED BOULDERS

- A. Size and Character:
 - 1. Contractor will select Salvaged Boulders based on size and character requirements identified in plans and shall place as close as possible to the layout plans provided.
 - 2. Final arrangement to be approved by Owner's Representative.
 - 3. Boulders shall not have sharp edges or points. Stone shall be solid and not flaking in any way.
- B. Locate and Secure:
 - 1. Contractor is responsible for salvaging boulders as shown on plans.
 - 2. Contractor must ensure that placement of all Boulders is secure.
 - 3. Contractor to install boulders so that they are set firmly in the ground and will not tip, wiggle or waver in any way. Boulders shall be of a weight and position so that they cannot be moved.
 - 4. Placement and orientation of boulders shall be reviewed and approved by Owner's Representative prior to final installation.

2.4 BOARDWALK

- A. Boardwalk to be built and installed per manufacturer's specifications. Contractor shall provide shop drawings, including footings and any necessary structural design requirements for review and approval.
- B. Products: Subject to compliance with requirements, supplier shall be Modular Trail Structures, LLC or approved equal.
- C. Supply and Transport: Supply and Transport to be coordinated by contractor.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive site furnishings and site features.
- B. Notify Engineer of conditions that would adversely affect installation or subsequent use.
 - 1. Do not begin installation of site furnishings or site features before final grading required for correctly placement is completed unless otherwise permitted by Engineer.
 - 2. Do not begin installation until acceptable conditions are corrected.

3.2 PREPARATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Engineer of unsatisfactory preparation before proceeding.
- C. Verify locations of all site furnishings and site features. Verify that all layout and structural members, footings and related features comply with requirements of each product to ensure all necessary elements and materials have been supplied for proper installation.

3.3 INSTALLATION, GENERAL

- A. Install site furnishings and site features in accordance with manufacturer's installation instructions and in proper relationship with adjacent construction. Adjust until satisfactory results are achieved.
- B. Install site furnishings and site features level, plumb, square, accurately aligned, correctly located per drawings, and without warp. Use hardware and fasteners acceptable to manufacturer.
- C. Comply with manufacturer's written installation instructions unless more stringent requirements are indicated.

3.4 ADJUSTING AND CLEANING

- A. Clean in accordance with manufacturer's recommendations.
- B. Protect installed site furnishings and features until completion of project.

3.5 SETTING OF STONE

- A. Perform necessary field cutting and trimming as stone is set.
- B. Sort stone before it is placed to remove stone that does not comply with requirements relating to aesthetic effects, physical properties, or fabrication, or that is otherwise unsuitable for intended use.
- C. Arrange stones as shown on details and plans.
- D. Arrange stones with color and size variations uniformly dispersed for an evenly blended appearance.
- E. Contractor to ensure solid stone placement with no movement, wiggle or wavering.

3.6 ADJUSTING AND CLEANING OF STONE

- A. Remove and replace stone of the following description:
 - 1. Broken, chipped, stained, or otherwise damaged stone. Stone may be repaired if methods and results are approved by Owner.
 - 2. Defective joints.
 - 3. Stone not matching approved samples.
 - 4. Stone not complying with other requirements indicated.
 - 5. Stones with edges that are sharp as identified by Owner Representative.
- B. Replace in a manner that results in stone matching approved samples and mockups, complying with other requirements, and showing no evidence of replacement.
- C. In-Progress Cleaning: Clean stone as work progresses.

3.7 SALVAGED BOULDER INSTALLATION

- A. Set boulders securely in grade per plans and details. Salvaged Boulders vary in size. Final layout shall be approved by the engineer.

3.8 BOARDWALK

- A. Install boardwalk per manufacturer's specifications, or approved equal:
 - 1. Prefabricated Boardwalk System – approximately 6' Wide x 25' Long, verify dimension per plans and field conditions prior to ordering and shipping.
 - 2. Decking: Treated Southern Yellow Pine. All boards taper-cut to provide a ¼" minimum gap between boards.
 - 3. Frame: Corten Steel. Bent to achieve radius of boardwalk path per plans.
 - 4. Curb: Galvanized structural steel.
 - 5. Contractor shall provide shop drawings to coordinate final design and installation methods for approval.

6. All finishes and furnishings shall be provided per manufacturer's recommendations.
7. Manufacturer: Modular Trail Structures, LLC P: (608) 609-9277, or approved equal manufacturer.

END OF SECTION 12 93 00

SECTION 31 23 16 EXCAVATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes:
1. Rough grading.
 2. Fine grading.
 3. Preparing subgrades for slabs-on-grade, pavement, lawns and grasses and exterior plants.
 4. Excavating and backfilling for buildings and structures.
 5. Drainage course for slabs-on-grade.
 6. Subbase for concrete walks and pavements.
 7. Subsurface drainage backfill for trenches.
- B. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:
1. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

1.2 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- C. Drainage Course (Granular Fill): Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- D. Excavation: Removal of material encountered above subgrade elevations and to lines and dimension indicated.
- E. Fill: Soil materials used to raise existing grades.
- F. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for excavation or $\frac{3}{4}$ cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment.
- G. Structures: Buildings, footings, foundations, retaining walls, slabs, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- H. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, pavement or topsoil materials.

1.3 SUBMITTALS

- A. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
1. Classification according to ASTM D 2487 of each on-site and borrow soil material proposed for fill and backfill.
 2. Laboratory compaction curve according to ASTM D 698, or ASTM D 4253 and D4254 where Standard Proctor Technique (ASTM D 698) does not result in a definable

maximum dry density and optimum moisture content, for each borrow soil material proposed for fill and backfill.

3. Field density test reports.
4. Lab analysis of imported topsoil.

1.4 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Owner and then only after arranging to provide temporary utility services according to requirements indicated.
 1. Contact utility-Contact Iowa One Call service at 1800-292-8989 for area where project is located before excavating.
- B. Construction Limits:
 1. Construction limits are shown on the drawing.
 2. Contractor will maintain the construction operation within these limits.
 3. Disturbance or damage occurring outside these limits as a result of Contractor's operations will be repaired to original condition at no expense to the Owner.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
- E. Storage or sale of removed items or materials on-site is not permitted.

1.5 WARRANTY

Existing Warranties: Remove, replace, and repair materials cut or damaged during site clearing, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Are defined as low plasticity cohesive soil with a liquid limit less than 45 and a plastic index of less than 20, further defined as having ASTM D 2487 Soil Classification Groups CL, GC, GW, GP, GM, ML, SC, SW, SP, and SM, or a combination of these groups; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Drainage Course (Granular Fill): Washed, narrowly graded mixture of crushed stone, or crushed or uncrushed gravel, meeting the requirements of IDOT Section 4131.
- E. Sand: ASTM C 33; fine aggregate, natural, or manufactured sand.

F. Topsoil

1. Where and if shown on the drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter and other deleterious matter.
2. Obtain topsoil from sources within the project limits.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications capable of withstanding normal installation stresses, made from polyolefins or polyesters; with elongation, dry, minimum average value in either direction of 20 percent per Iowa 913 test method, and the following, measured per test methods reference:
1. Grab Tensile Strength: 90 lbs., dry, minimum average value in either direction, Iowa 913.
 2. Apparent Opening size, minimum: 40, Corps of Engineers W-02215
 3. Water permeability, K: 0.02-0.30, Iowa 911.
- B. Separation Geotextile: Woven geotextile fabric, manufactured for separation applications, made from polyolefins or polyesters; with elongation less than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
1. Survivability: Class 2; AASHTO M 288.
 2. Apparent Opening Size: No. 60 sieve, maximum; ASTM D 4751.
 3. Permittivity: 0.02 per second, minimum; ASTM D 4491.
 4. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 CONTROLLED LOW-STRENGTH MATERIAL

- A. Controlled Low-Strength Material: Low-density, self-compacting, flowable concrete material per cubic yard as follows:
1. Portland Cement: 50 lbs, ASTM C150, Type I II or III.
 2. Fly Ash: 250 lbs, ASTM C618, Class C or F.
 3. Fine Aggregate: 2910 lbs, ASTM C 33.
 4. Water: 60 gallons, ASTM C 94/C 94M.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide protective insulating materials to protect subgrades and foundation soils against freezing temperatures or frost.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
2. Install a dewatering system to keep subgrades dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 UTILITIES

- A. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to Owner.
- B. 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.
- C. 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.
- D. If existing utilities are found to interfere with the permanent facilities being constructed under this section, immediately notify the Engineer and secure his instructions.
- E. Do not proceed with permanent relocation of utilities until written instructions are received from the Engineer.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the contract sum will be authorized for rock excavation or removal of obstructions.
 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - a. Remove rock to lines and grades indicated to permit installation of permanent construction.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.
 2. Slope sides of excavations to comply with codes and ordinances having jurisdiction.
 3. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated. Provide materials for shoring and bracing, such as sheet piling, uprights, stringers, and cross braces, in good serviceable condition. Maintain shoring and bracing in excavations regardless of time period excavations will be open. Extend shoring and bracing as excavation progresses.
 4. Maintain sides and slopes of excavations in safe condition until completion of backfilling.

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevation, and subgrades.

3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations.

3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage and waterproofing.
 - 2. Testing and inspecting underground utilities.
 - 3. Removing concrete formwork.
 - 4. Removing trash and debris.
 - 5. Removing temporary shoring and bracing and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.9 SOIL FILL

- A. Plow, scarify, bench, or break up slopes surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.10 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill cohesive soil layer before compaction to a optimum moisture content range of 0 to +4 percent.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace or scarify and air dry otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layer not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 98% Standard Proctor for cohesionless soil.

2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 98% Standard Proctor for cohesive and cohesionless soil, or 70% relative density.
3. Under lawn or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85% Standard Proctor.

3.12 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Lawn or unpaved areas: plus or minus 1 inch.
 2. Walks: plus or minus ½ inch.
- C. Compaction: After grading, compact subgrade surfaces to the depth and indicated percentage of maximum or relative density for each area classification.

3.13 TOPSOIL SPREADING

- A. Do not place finish topsoil until after clean-up and removal of construction debris, trash, surplus materials and equipment from project site.
- B. Loosen surface of subgrade to minimum 2" depth to ensure a positive bond between subgrade and topsoil.
- C. In areas to be sodded or seeded, spread and compact topsoil to uniform 6" depth.
- D. Where topsoil is spread, pulverize the soil and eliminate all lumps.
- E. All lawn areas shall be free of clods, ruts, stones, and other debris.

3.14 FINISH GRADING

- A. Prepare finished grade for sodding or seeding with only light raking or scarifying required by the Landscape Contractor.
- B. Round finished surfaces at abrupt changes in slope.
- C. Should spot elevations for finished grades conflict with finished contours, the spot elevations shall govern.
- D. Finish grades to uniform levels or slopes between points where levels are given or between such points and existing grades.
- E. Positively drain all lawn areas to designated surface water collection points, streets, and/or waterways.
- F. Repair irregularities in lawn surface drainage at no cost to Owner.
- G. Protect paving, sidewalks, utilities, and plants during finish grading; repair or replace any items damaged by construction operations at no cost to Owner.
- H. After placement, maintain surfaces to indicated finished grades; deposit whatever additional topsoil may be required to take care of any settlement or erosion up to date of final acceptance. Scarify surfaces upon which additional topsoil is to be deposited, or otherwise satisfactorily prepare to ensure proper bond.

3.15 FIXTURE ADJUSTMENT

- A. All manholes, catch basins, valve boxes, fire hydrants, etc., encountered within the areas to be paved or graded shall be adjusted to meet the finished surface of the proposed improvement.

- B. The approximate locations of known manholes, catch basins, valve boxes, fire hydrants, etc are shown on the plans. Any damage resulting from the Contractor's operations shall be corrected at the Contractor's expense.

3.16 PROTECTION

- A. Protecting Graded Area: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surface to match adjacent work, and eliminate evidence of restoration to greatest extent possible.
- D. Reconditioning Compacted Areas: Where completed subgrade or partial fill/backfill areas below pavements, buildings or site structures are disturbed by excessive drying, subsequent construction operations, erosion, or adverse wet weather, scarify surface, moisture condition to the specified moisture content range, re-shape, and compact to required density prior to further construction. Soils that have a moisture content in the upper 2" having less than 65% of optimum as determined by the Standard Proctor test shall be considered excessively dry.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION 31 23 16

SECTION 31 25 00 SEDIMENT AND EROSION CONTROL

PART 1- GENERAL

1.1 SUMMARY

- A. Furnishing all labor, materials, equipment, facilities, transportation, and services necessary to install and maintain sediment and erosion control practices for this project.
- B. Scope of work: The general extent of the sediment and erosion control work is shown on the Drawings and may include, but is not necessarily limited to the following:
 - 1. Site preparation
 - 2. Seeding
 - 3. Installation of sediment and erosion control structures
 - 4. Repairs to sediment and erosion control measures
 - 5. Replacement of damaged erosion control measures
 - 6. Removal of sediment and erosion control structures

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Special Provisions apply to this Section.

1.3 SUBMITTALS

- A. Contractor shall submit documentation of materials used for sediment and erosion control that meet the requirements of the specifications.
- B. Make available for verification purposes, samples of each type of material to be used in the work for this section, as requested by the Engineer.
- C. Weight tickets: Provide weight tickets for each truckload.
 - 1. Include the Contractor's name, date of delivery, designation of mixture, load identification number, net weight of load and any other data which would aid in the identification of the load.
 - 2. Only weight tickets issued by a state licensed scale will be accepted.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Use adequate numbers of skilled workmen 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.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All material shall be stored in a neat and orderly manner.

- B. All equipment shall be delivered, unloaded and handled so as to protect from damage at all times.

1.6 REFERENCE

- A. Iowa Statewide Urban Design Specifications (SUDAS) – Division 9 – Section 9010 – Seeding
- B. Iowa Statewide Urban Design Specifications (SUDAS) – Division 9 – Section 9040 – Erosion and Sediment Control

PART 2- PRODUCTS

2.1 TYPE 4 URBAN TEMPORARY EROSION CONTROL SEED MIX

- A. All disturbed areas including bioretention cell areas and planting areas shall be seeded with the SUDAS 9010 Type 4 (Urban Temporary Erosion Control Mixture) seed mix when required based on specified dates for permanent seeding, bioretention cell areas, and native ground cover areas. Comply with SUDAS 9010 Section 2.02.

2.2 FERTILIZER

- A. Comply with SUDAS 9010 Section 2.03.

2.3 MULCH

- A. Comply with SUDAS 9010 Section 2.07.

2.4 FILTER SOCK

- A. Comply with requirements of SUDAS, 2023 Section 9040, 2.04.

2.5 DUST CONTROL

- A. Comply with requirements of SUDAS, 2023 Section 9040, 2.15.

PART 3– EXECUTION

3.1 EXAMINATION

- A. Review restoration areas with the Engineer. Determine locations for seed. Schedule for restoration of areas may be revised to fit field conditions with written approval of Engineer.
- B. Finish grades are to be inspected and approved by the Engineer prior to start of restoration.

3.2 DELIVERY AND STORAGE

- A. Notify Engineer of the delivery schedule in advance so the plant material may be inspected upon arrival at the Site. Remove unacceptable plant material from the Site immediately.
- B. Keep seed in dry storage away from contaminants.

3.3 SOIL PREPARATION

- A. Prepare subsoils to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual. Blend slopes into level areas.
- B. Remove foreign materials, undesirable plants, and their roots. Do not bury foreign material beneath areas to be landscaped or restored. Remove contaminated subsoil.

3.4 SEEDING

- A. Comply with SUDAS 9010 Part 3.

3.5 FERTILIZING

- A. Comply with SUDAS 9010 Part 3.

3.6 MULCHING

- A. Comply with SUDAS 9010 Part 3.

3.7 FILTER SOCK

- A. Comply with requirements of SUDAS, 2023 Section 9040, 3.07.

3.8 DUST CONTROL

- A. Comply with requirements of SUDAS, 2023 Section 9040, 3.20.

END OF SECTION 31 25 00

SECTION 32 13 13 CONCRETE PAVING

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes Portland cement concrete curbs, gutters, sidewalks, and driveways.
- B. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:
 - 1. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

1.2 PROJECT CONDITIONS

- A. Owner will occupy building immediately adjacent to proposed construction. Conduct construction so Owner's operations will not be disrupted.
- B. Take precautions to ensure that equipment and vehicles do not disturb or damage existing site grading, walks, drives, utilities, plants, etc.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 - 1. Before selective demolition, Owner will remove items of value.
- D. Owner assumes no responsibility for condition of structures to be demolished.
- E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Owner will remove hazardous materials under a separate contract.
- F. Storage or sale of removed items or materials on-site is not permitted.
- G. Verify locations and depths of all underground utilities prior to excavation.
- H. Repair and/or return to original condition any damage caused by Prime Contractor's negligence at no cost to Owner.
- I. Provide temporary barricades and warning lights as required for protection of project work and public safety.

1.3 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.
- B. Testing:
 - 1. Slump to be checked in accordance with ASTM C143. One test minimum per hour.

2. Air content measured in accordance with ASTM C231, or C173. One test minimum daily.
3. Strength test:
 - a. Take three (3) cylinders for each fifty (50) cubic yards or part thereof. Minimum one set of three (3) cylinders per each day's pour.
 - b. Each cylinder shall be plainly marked showing cylinder designation (1A, 1B, 1C).
 - c. Job cure each cylinder three (3) days.
 - d. After three (3) days, send cylinders A and B to the Owner for testing at ages seven (7) days and twenty-eight (28) days. Cylinder C to remain at the job as a "spare" cured under same conditions as concrete in the area from which it was taken.
 - e. The date and location of each sample shall be marked on the Contractor's job set of plans.
 - f. Load and core tests shall be required only if cylinder tests indicate concrete does not meet Specifications. Such tests, if deemed advisable by the Engineer, shall be arranged and paid for by the Contractor.
4. Density tests of base and subgrade.

1.4 SUBMITTALS

- A. Certification of concrete design mix by a testing laboratory. Submit prior to placement.
- B. Include quantity and source of materials in mix design.
- C. The Contractor shall submit a concrete jointing plan to the Engineer for approval 10 days prior to the start of paving. Joint design for concrete pavement shall be based on the current P.C.C. Parking Manual published by the Iowa Concrete Paving Association and The Iowa Ready Mixed Concrete Association.

1.5 CODES, PERMITS AND FEES

- A. Obtain any necessary permits for this Section of Work and pay any fees required for permits.
- B. The entire installation shall fully comply with all local and state laws and ordinances, and with all established codes applicable thereto.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, and repair materials cut or damaged during construction, by methods and with materials so as not to void existing warranties.

PART 2 – MATERIALS

2.1 CONCRETE PAVING AND CURB

- A. The concrete paving and curb shall conform to Iowa DOT and SUDAS specifications and the City of Des Moines Supplemental Specifications as indicated on the Construction Drawings.
- B. Concrete paving and curb shall be constructed at the locations, of the types and according to the details shown on the plans or as directed by the Engineer.
- C. Curb transition shall be constructed at the locations according to the details shown on the plans.

2.2 PROTECTIVE COAT

- A. Cold weather protection shall meet the requirements of Section 2301 of the Iowa DOT Standard Specifications.

PART 3 – EXECUTION

- A. Comply with the following design standards:
 - 1. IOWA SUDAS Standard Specifications, latest edition, and all subsequent revisions, with City of Des Moines Supplemental Specifications.

END OF SECTION 32 13 13

**SECTION 32 14 13
PERMEABLE INTERLOCKING PAVERS**

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes:
 - 1. Subgrade Preparation
 - 2. Placement of Storage Aggregate
 - 3. Placement of Filter Aggregate
 - 4. Placement of Bedding Course
 - 5. Placement of Permeable Interlocking Pavers
 - 6. Protection of the Pavement

- B. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:
 - 1. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

1.2 DESCRIPTION OF WORK

- A. Construct permeable interlocking pavement for mitigation of stormwater runoff.

1.3 SUBMITTALS

- A. Submit under provisions of Section 01 33 23 – Shop Drawings, Product Data, and Samples.
- B. Sample Pavers: Representative of the type and color proposed for the project.
- C. Product Data: Manufacturer's data sheets on product to be used, including Manufacturer's published installation instructions.
- D. Material Certification: Submit certification letter from paver manufacturer indicating compliance with the ASTM specifications and the contract documents.
- E. Bedding, Filter, and Storage Aggregates: Submit 5-pound samples of each aggregate type. Include aggregate type, source, gradation, and compacted void content.
- F. Shop Drawings: Indicate construction procedures, material staging, paving direction, details of placement and compaction of the storage, filter, and bedding aggregate; and the paver installation procedures.

1.4 SPECIAL REQUIREMENTS

- A. Install a 5 foot by 5-foot mock-up paver area on the prepared substrate to determine joint sizes, lines, laying patterns, paver edge treatments, colors, and texture of the project. If approved by the Engineer, it may be incorporated into the project.

1.5 MEASUREMENT AND PAYMENT

- A. Class 10, Class 12, or Class 13 Excavation: Comply with [Section 2010.1.08.E](#) and Section 31 23 16 - Excavation.
- B. Engineering Fabric:

1. Measurement: Measurement will be in square yards for the surface area covered with engineering fabric. Both horizontal and vertical areas covered with engineering fabric will be measured.
 2. Payment: Payment will be made at the unit price per square yard of engineering fabric.
 3. Includes: Unit price includes, but is not limited to, placing and securing filter fabric and any overlapped areas.
- C. Underdrain:
1. Measurement: Each type and size of pipe installed will be measured in linear feet from end of pipe to end of pipe along the centerline of pipe, exclusive of outlets. The vertical height of observation wells; and lengths of elbows, tees, wyes, and other fittings will be included in the length of pipe measured.
 2. Payment: Payment will be made at the unit price of each type and size of pipe.
 3. Includes: Unit price includes, but is not limited to, furnishing and placing pipe, observation wells, and pipe fittings.
- D. Storage Aggregate:
1. Measurement: Measurement will be in tons based upon scale tickets for the material delivered and incorporated into the project.
 2. Payment: Payment will be made at the unit price per ton of storage aggregate.
 3. Includes: Unit price includes, but is not limited to, furnishing, hauling, placing, and compacting storage aggregate.
- E. Filter Aggregate:
1. Measurement: Measurement will be in tons based upon scale tickets for the material delivered and incorporated into the project.
 2. Payment: Payment will be made at the unit price per ton of filter aggregate.
 3. Includes: Unit price includes, but is not limited to, furnishing, hauling, placing filter, and compacting aggregate.
- F. Permeable Interlocking Pavers:
1. Measurement: Measurement will be in square yards for the area of each type of permeable interlocking pavers installed. The area of manholes, intakes, or other fixtures in the pavement will not be deducted from the measured pavement area.
 2. Payment: Payment will be made at the unit price per square yard of each type of permeable interlocking pavers.
 3. Includes: Unit price includes, but is not limited to, testing, furnishing and placing bedding course, furnishing and installing permeable interlocking pavers, furnishing and placing joint/opening fill material, refilling joint after 6 months, and pavement protection.
- G. PCC Edge:

1. Measurement: Measurement will be in linear feet for each type and size of PCC edge.
2. Payment: Payment will be at the unit price per linear feet for each type and size of edge restraint.
3. Includes: Unit price includes, but is not limited to, final trimming of subgrade or subbase, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, and boxouts for fixtures.

PART 2 - PRODUCTS

2.1 ENGINEERING FABRIC

- A. Comply with [Iowa DOT Section 4196](#), requirements for subsurface drainage.

2.2 UNDERDRAIN

- A. Provide slotted or perforated pipe(s) complying with the requirements for Type 1 Subdrain in [Section 4040](#).
- B. Provide 6 inch diameter collector pipes unless otherwise specified in the contract documents.
- C. Provide 4 inch diameter lateral pipes unless otherwise specified in the contract documents.

2.3 AGGREGATE

- A. Provide crushed stone with 90% fractured faces. Wash all stone materials to ensure less than 2% passing the No. 200 sieve.
 1. Storage Aggregate: Aggregate complying with [Iowa DOT Section 4122](#), [Gradation No. 13a](#), Class 2 durability.
 2. Filter Aggregate: Aggregate complying with [Iowa DOT Section 4115](#), [Gradation No. 57](#), Washed and Clean of Fines.
 3. Bedding/Joint/Void Filler Aggregate: Crushed stone complying with [Iowa DOT Section 4125](#), [Gradation No. 21](#).

2.4 PERMEABLE INTERLOCKING PAVERS

- A. Interlocking Concrete Pavers: Comply with ASTM C 936 for minimum 3 1/8-inch-thick pavers.
 1. Unilock: Eco-Priora Permeable Paver, 4 3/4" x 9 1/2" x 3 1/8", Color: River
 2. Belgard: Aqua Roc Permeable Paver, 4 1/2" x 9" x 3 1/8", Color: Burnt Amber
 3. Pavestone: Eco-Priora Permeable Paver, 4 3/4" x 9 1/2" x 3 1/8", Color: Heritage Buff

2.5 PCC Edge

- A. Provide PCC edge per plans and installed per details and approved shop drawings.

PART 3 - EXECUTION

3.1 PRE-INSTALLATION PROTECTION

- A. Complete grading, utility installation, and other earth disturbing operations prior to excavating for the permeable paver system.
- B. Prior to placing permeable interlocking pavers, stabilize the drainage area or install sediment control practices upstream to protect the area from sediment in stormwater runoff from disturbed soil.

3.2 SUBGRADE PREPARATION FOR PERMEABLE INTERLOCKING PAVERS

- A. Excavate area to the elevations and grades specified in the contract documents.
- B. When underdrain is specified, excavate a minimum 12 inch wide by 9-inch-deep trench at locations specified in the contract documents.
- C. Where fill materials are required, compact materials to 95% of maximum Modified Proctor Density. Do not over compact.
- D. Fill and lightly re-grade any areas damaged by erosion, ponding, or traffic compaction prior to placing the engineering fabric.

3.3 ENGINEERING FABRIC

- A. Install engineering fabric over completed subgrade, including trench for underdrain when specified.
- B. Overlap adjacent strips of fabric a minimum of 12 inches.
- C. Extend fabric up the sides of the subbase trench to the bottom of the proposed pavement.

3.4 UNDERDRAIN

- A. Underdrain Collector Pipes:
 - 1. Place 2 inches of filter aggregate in the bottom of the underdrain trench over engineering fabric.
 - 2. Begin underdrain collector installation at the outlet and continue upgrade.
 - 3. Lay underdrain collector pipe to the proper line and grade. Place pipe with perforations down.
 - 4. Place filter aggregate over installed pipe in layers no more than 4 inches thick lifts. Thoroughly tamp each layer with mechanical tampers.
 - 5. Provide cleanouts where specified in the contract documents. Comply with [Figure 4040.232](#).
 - 6. Connect underdrain collector to outlet. Comply with [Figure 4040.233](#). Install rodent guard on all underdrain pipe 6 inches or smaller.
 - 7. Install underdrain cleanout pipes and observation wells as specified in the contract documents.

3.5 UNDERDRAIN (Continued)

A. Underdrain Lateral Pipes:

1. Place 2 inches of filter aggregate over the bottom of the prepared subgrade at lateral pipe locations specified in the contract documents.
2. Lay underdrain lateral over filter aggregate to the proper line and grade. Place pipe with perforations down.
3. Connect underdrain laterals to underdrain collector with wye or tee fitting.
4. Install plug or cap on upstream end of lateral pipe.
5. Place additional filter aggregate along each side of the lateral pipe to the springline of the pipe.

3.6 STORAGE AGGREGATE

- A. Place storage aggregate in 4 inch maximum lifts to the thickness specified in the contract documents. If underdrain system is specified, take care not to damage or displace pipe during placement of storage aggregate.
- B. Compact each lift with a vibratory drum roller with a minimum of two passes in vibratory mode and two passes in static mode until no visible movement can be seen in the aggregate layer. Do not crush aggregate. Do not operate compaction equipment directly over underdrain, until a minimum of 4 inches of storage aggregate is placed over the underdrain.
- C. Install storage aggregate to the thickness and elevations specified in the contract documents.

3.7 FILTER AGGREGATE

- A. Place filter aggregate directly over storage aggregate.
- B. Install aggregate in a single lift with a thickness of 4 inches.
- C. Compact filter aggregate until no visible movement can be seen in the aggregate layer with four passes from a vibratory plate compactor or vibratory roller. If a vibratory roller is utilized, perform the final two passes without vibration. Do not crush aggregate. If specified, proof roll according to [Section 2010, 3.06, C.](#)

3.8 BEDDING AGGREGATE

- A. Place bedding aggregate directly over filter aggregate.
- B. Install aggregate in a single lift with a thickness of 2 inches.
- C. Use laser guided spreader or place screed rails on the completed filter aggregate layer. Use screed width no less than the full width of each cross-section component of the roadway and no less than 16 feet for parking areas. Set elevation to reflect compaction following paver placement. Surface variations must be within 3/8 inch when tested with a 10 foot straightedge.
- D. Restrict pedestrians and equipment from screeded bedding prior to placement of pavers.

3.9 INSTALLING PCC EDGE

- A. Install PCC edge per plans and installed per details and approved shop drawings.

3.10 INSTALLING INTERLOCKING PERMEABLE PAVER SYSTEM

- A. Place and install pavers according to the pattern specified, the paver manufacturer's published installation specifications, and the following:
 - 1. Where pavers are placed against other pavement, installation of an edge course or soldier course is required if the pavement edge is not straight. Trim pavers as required to compensate for deviations in the adjacent pavement edge. Do not cut pavers to less than 1/3 their original size.
 - 2. Place chalk lines on the bedding course to maintain straight joint lines.
 - 3. After pavers have been installed on the bedding course, and all cut pavers have been inserted to provide a full and complete surface, inspect pavers for damaged units and irregular joint lines. Remove and replace pavers as required.
 - 4. After inspection and replacement of damaged pavers, fill joint openings with bedding stone. Sweep the surface clean.
 - 5. Compact pavement surface with a minimum of three passes of a vibratory plate compactor capable of at least 5,000 pounds centrifugal compaction force. Vary direction of each pass by 45 degrees to the previous pass. Do not operate plate compactor within 6 feet of an unrestrained pavement edge.
 - 6. Re-inspect pavers and remove and replace all damaged units. Refill joint openings completely. Sweep pavers clean. Complete compaction with two passes of the plate compactor.
 - 7. Refill all paver joint openings with bedding aggregate 6 months after installation.

3.11 QUALITY CONTROL

PART 4 Ensure horizontal alignment of the PCC edge is within 1/8 inch of design alignment.

PART 5 Ensure final surface is within 3/8 inch when tested with a 10 foot straightedge.

PART 6 Ensure no greater than 1/8 inch difference in height between adjacent pavers.

PART 7 Maintain surface elevation within 1/4 inch above adjacent drainage inlets, gutters, and other appurtenances.

7.1 PROTECTION OF PAVEMENT

- A. Protect pavement from heavy construction traffic, including trucks, skid steers, loaders, and all tracked vehicles.
- B. Provide barriers and protection as necessary.

- C. Do not place soil, mulch, sand, aggregate, or stockpile other materials on the pavement surface that may contaminate the pavement and plug the porous surface.
- D. Remove by vacuuming any base and bedding materials contaminated with sediment and replace with clean materials at no cost to the contracting authority.

END OF SECTION 32 14 13

SECTION 32 92 19 SEEDING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Section includes:
 - 1. Certification of Products
 - 2. Acceptance and Warranty
 - 3. Seed Types and Mixes
 - 4. Equipment
 - 5. Application of Seed

1.2 REFERENCE STANDARDS

- A. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:
- B. Iowa Department of Transportation (Iowa DOT) Standard Specifications for Highway and Bridge Construction, latest edition.
- C. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil
- B. Manufactured Soil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- C. Planting Soil: Native or imported topsoil, manufactured topsoil, or surface soil modified to become topsoil; mixed with soil amendments.
- D. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill immediately beneath planting soil.
- E. Subsoil: All soil beneath the topsoil layer of the soil profile and typified by the lack of organic matter and soil organisms.

1.4 SUBMITTALS

- A. Comply with Division 1 - General Provisions and Covenants, as well as the following:
 - 1. Submit certification of products to the Engineer prior to seed placement

- a. Seed: Submit a laboratory analysis for all seeds, specifying the purity and germination. Provide a lot number on all submittals and labeling. Ensure lot number is the same on all records pertaining to a particular seed. Provide 48 hours' notice prior to mixing the seed and give the Engineer an opportunity to witness the seed mixing. Submit a mechanically printed seed tag from an Iowa Crop Improvement Association-approved seed conditioner or grower.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Inoculant: Furnish information from inoculant packaging.
- h. Tackifier: Submit certification of the tackifier ingredients, recommended rates of application, and expiration date.

2. Submit written instructions recommending procedures for maintenance of seeded areas.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful lawn establishment.
 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- B. Soil-Testing Laboratory Qualifications: An independent laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- C. Topsoil Analysis: Furnish soil analysis by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plan-nutrient content of topsoil.
 1. Report suitability of topsoil for lawn growth. Site-recommended quantities of nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory topsoil.

1.6 DELIVERY, STORAGE, AND HANDLING

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

1. Deliver packaged materials in original, unopened, and undamaged containers. Do not mix or blend materials except in the presence of the Engineer.
2. Deliver, handle, and store all materials according to product recommendations, and protect from loss, damage, and deterioration.
3. Materials not meeting these requirements will be rejected.

1.7 PROJECT CONDITIONS

- A. Planting Restrictions: Comply with SUDAS 9010 2.02 and plan sheets L6.0-L6.2.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- C. Coordinate the seeding schedule with all other work on the project. Notify the Engineer at least three calendar days prior to the start of seeding operations.
- D. After all land-disturbing activities are complete and the seedbed has been approved by the Engineer, perform seeding operations.

1.8 MEASUREMENT AND PAYMENT

- A. Comply with SUDAS Section 9010 Part 1.08.

PART 2 - PRODUCTS

2.1 TYPE 1 SUDAS (Permanent Lawn Mixture)

- A. All disturbed areas not including the No Mow Fescue areas and planting beds per contract documents shall be seeded with Type 1 SUDAS (Permanent Lawn Mixture). Comply with plan sheets L6.0 AND L6.2. Seed at 6 LBS per 1,000 SF for overseeding into existing and for bare ground. Seed only from March 1 to May 31 or August 10 to September 30. Comply with SUDAS 9010 Section 2.02.

2.2 NO MOW FESCUE SEED MIX

- A. Select areas not including planting beds per contract documents shall be seeded with No Mow Fescue Seed Mixture (Permanent Lawn Mixture). Comply with plan sheets L6.0 AND L6.2. Seed at 5 LBS per 1,000 SF for overseeding into existing and for bare ground. Seed only from March 15 to June 1 or August 20 to October 20. Comply with SUDAS 9010 Section 2.02.

2.3 TYPE 4 EROSION CONTROL SEED MIX

- A. All disturbed areas shall be seeded with the SUDAS 9010 Type 4 (Urban Temporary Erosion Control Mixture) seed mix when required based on specified dates for permanent seeding and native grass areas. Comply with SUDAS 9010 Section 2.02 and plan sheets L6.0, L6.1 and L6.2.

2.4 COMPOST

- A. Comply with SUDAS, latest edition, Section 9010 Part 2.

2.5 STICKING AGENT

- A. Use a sticking agent that is a commercial material recommended by the manufacturer to improve adhesion of inoculant to the seed. For small quantities less than 50 pounds, the sticking agent need not be a commercial agent, but it must be approved by the Engineer and must be applied separately, prior to application of inoculant.
- B. Follow safety precautions specified on the product label. A sticking agent is not required if a liquid formulation of inoculant is used.

2.6 INOCULANT FOR LEGUMES

- A. An inoculant is a culture of bacteria specifically formulated for each legume seed (alfalfa, clovers, lespedesa, and hairy vetch). Ensure the manufacturer's container indicates the specific legume seed to be inoculated and the expiration date. Use inoculant that meets the requirements of the Iowa Seed Law. Follow the safety precautions specified on the product label.

2.7 WATER

- A. Use water that is free of any substance harmful to seed germination or plant growth.

2.8 FERTILIZER

- A. Comply with SUDAS, latest edition, 9010 Section 2.03 and plan sheet L6.2.

2.9 MULCH

- A. Comply with SUDAS, latest edition, 9010 Section 2.07 and plan sheets L6.0-L6.2.

PART 3 - EXECUTION

3.1 EQUIPMENT

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.01.

3.2 AREA OF SEEDING

- A. Place seed only in the areas specified in the contract documents. Repair damaged areas that are disturbed outside the contract limits at the expense of the Contractor. Do not disturb areas having a satisfactory growth of desirable grasses or legumes.

3.3 FINISH GRADING AND TOPSOIL

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.03.

3.4 CONVENTIONAL SEEDING

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.04 and plan sheet L6.2.

3.5 HYDRAULIC SEEDING

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.

3.6 FERTILIZER

- A. Comply with SUDAS Section 9010 Part 3 and plan sheet L6.2.

3.7 MULCH

- A. Comply with SUDAS Section 9010 Part 3.

3.8 COMPOST INSTALLATION

- A. Comply with SUDAS Section 9010 Part 3.

3.9 RE-SEEDING

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.08.

3.10 CLEAN UP

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.09.

3.11 ACCEPTANCE AND WARRANTY

- A. Comply with SUDAS, latest edition, Section 9010 Part 3.10.

END OF SECTION 32 92 19

**SECTION 32 93 00
TREES, SHRUBS, GROWDCOVERS**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Lawns.
 - 4. Topsoil and soil amendments.
 - 5. Fertilizers and mulches.
 - 6. Stakes and guys.
 - 7. Landscape edging.

1.03 DEFINITIONS

- A. Balled and Burlapped Stock: Exterior plants dug with firm, natural balls of earth in which they are grown, with ball size not less than sizes indicated; wrapped, tied, rigidly supported, and drum-laced as recommended by ANSI Z60.1.
- B. Container-Grown Stock: Healthy, vigorous, well-rooted exterior plants grown in a container with ~~well-established~~well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for kind, type, and size of exterior plant required.
- C. Finish Grade: Elevation of finished surface of planting soil.
- D. Planting Soil: Soil produced by homogeneously blending soil amendments required by the approved Soils Amendment Plan with stabilized organic soil amendments to produce viable planting soil mix.
- E. Subgrade: Surface or elevation of subsoil remaining after completing excavation, or top surface of a fill or backfill, before placing planting soil.

1.04 SUBMITTALS

- A. Product Data: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Samples for Verification: For each of the following:

1. Sample of imported mulch.
- C. Product certificates: For each type of manufactured product complying with the following:
 1. Manufacturer's certified analysis for standard products.
 2. Label data substantiating that plants, trees, shrubs, and planting materials comply with specified requirements.
- D. Hardiness: Provide plant stock certified to have been grown within hardiness Zones 3 through 5. Plants without this certification will be rejected.
- E. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated:
 1. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
 2. Report suitability of on-site topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil at no additional cost to owner.
- F. Topsoil Source: Provide source for topsoil mixture.
- G. Planting schedule: Indicating anticipated dates and locations for each type of planting.
- H. Maintenance instructions recommending procedures to be established by Owner for maintenance of landscaping during an entire year. Submit before expiration of required maintenance periods.
- I. Plant Source: The contractor shall submit for review and approval a list indicating the plant botanical and common name, size, quantity, form, root ball, limb height (if applicable) and source for the plants.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed landscaping work similar in material, design, and extent indicated for this Project and with a record of successful landscape establishment.
- B. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that landscaping is in progress.
- C. Testing Agency Qualifications: To qualify for acceptance, an independent testing agency must demonstrate to Landscape Architect's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the Work.
- D. Reference Standards:
 1. "American Standard of Nursery Stock" Publication Z60.1; latest version by the American Association of Nurseryman. ANSI Z60.1 "American Standard for Nursery Stock."[RETAIN](#)
 2. STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD SPECIFICATIONS AND DRAWINGS FOR SUBDIVISIONS, LATEST EDITION: Division 9, Section 9030 - Plant Material and Planting.

- E. Contractor shall show proof of cultivar authenticity to Landscape Architect. When cultivars are specified, standard species will not be acceptable.
- F. Topsoil Analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.
- G. Report suitability of on-site topsoil for growth of applicable planting material. State recommended quantities of nitrogen, phosphorus, and potash nutrients and any limestone, aluminum sulfate, or other soil amendments to be added to produce a satisfactory topsoil at no additional cost to owner.
- H. Measurements: Measure trees and shrubs according to ANSI Z60.1 with branches and trunks or canes in their normal position. Do not prune to obtain required sizes. Take caliper measurements 6 inches (150 mm) above ground for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above ground for larger sizes. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip-to-tip. When size ranges are given, 50 % of plant material shall be at the larger size.
- I. Observation: Landscape Architect may observe trees and shrubs either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Landscape Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees and shrubs immediately from Project Site.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- B. Deliver freshly dug trees and shrubs.
- C. Do not prune before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy natural shape. Provide protective covering during delivery. Do not drop trees and shrubs during delivery. For trees which cannot be dug in the summer, Contractor shall have trees pre-dug and heeled-in at the nursery where they are grown until planting. Contractor shall be responsible for ensuring that the trees have been adequately watered and cared for at the nursery prior to delivery. No substitutions will be allowed for trees which cannot be "summer-dug".
- D. Handle balled and burlapped stock by the root ball.
- E. Deliver trees, shrubs, and ground covers after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set planting materials in shade, protect from weather and mechanical damage, and keep roots moist.

PLANT MATERIAL SHALL NOT BE DELIVERED TO THE SITE MORE THAN 72 HOURS BEFORE PLANTING TAKES PLACE. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ALL MATERIAL NOT PLANTED WITHIN THAT TIME PERIOD UNLESS

THE LANDSCAPE CONTRACTOR MAKES HEELING-IN AND IRRIGATION PROVISIONS WITHIN 24 HOURS OF PLANT DELIVERY.

1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
2. Do not remove container-grown stock from containers before time of planting.
3. Water root systems of trees and shrubs stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

1.07 PROJECT CONDITIONS

- A. Utilities: Contact IOWA-ONE CALL to determine and stake the location of underground utilities before project staking. Hand excavate as necessary to avoid damage.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Landscape Architect before planting.

1.08 COORDINATION

- A. Coordinate installation of planting materials during normal planting seasons for each type of plant material required.
- B. Planting Season: The Landscape Contractor shall contact Landscape Architect for approval of planting times prior to installation.
- C. The Landscape Contractor shall advise Landscape Architect if it appears that changes in the Project Schedule will adversely affect the viability of the plant materials and present a plan for changes in planting schedule.
- D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- E. Coordination with Seeding Areas: Plant trees and shrubs after finish grades are established and before turf grass sod in lawns.

1.09 WARRANTY

- A. Warranty: Provide written warranty agreeing to remove and replace work that exhibits defects in materials or workmanship for the specified periods. "Defects" is defined to include, but is not limited to death, unsatisfactory growth, disease, insect infestation, abnormal foliage density, abnormal size, abnormal color, failure to thrive, and other unsatisfactory characteristics.
 1. Warranty Period for Trees: One year from date project completion approval.
 2. Warranty Period for Shrubs: One year from date project completion approval.
 3. Warranty Period for Perennials and Ornamental Grasses: One year from date project completion approval.
- B. Replacement Planting Seasons: The Landscape Contractor shall contact Landscape Architect for approval of replacement planting times prior to installation.

1.10 TREE AND SHRUB MAINTENANCE

- A. Maintain trees and shrubs by pruning, cultivating, watering, weeding, fertilizing, restoring planting saucers, tightening and repairing stakes and guy supports, and resetting to proper grades or vertical position, as required to establish healthy, viable plantings. Spray as required to keep trees and shrubs free of insects and disease. The presence of significant insects or disease at the end of warranty period shall be grounds for rejection of material. Restore or replace damaged tree wrappings. Maintain trees and shrubs until substantial completion.

PART 2 - PRODUCTS

2.01 PLANT MATERIAL

- A. General: Furnish nursery-grown trees and shrubs conforming to ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully-branched, healthy, vigorous stock free of disease, insects, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement, including trunks which are not straight on single stem trees.
- B. The natural stem/root collar of balled and burlapped materials shall be found within two inches of the nursery maintained soil line. Trees shall not be accepted which have been grown too deeply or too high in the soil profile.
- C. Grade: Provide trees and shrubs of sizes and grades conforming to ANSI Z60.1 for type of trees and shrubs required. Trees and shrubs of a larger size may be used if acceptable to Landscape Architect, with a proportionate increase in size of roots or balls.
- D. Label one tree and shrub in each plant grouping with securely attached, waterproof tag bearing legible designation of botanical and common name. Proof of cultivar shall be required on all species for which a cultivar is designated.
- E. Uniformity of Plants: In formal arrangements or consecutive order of trees or shrubs is shown, select stock for uniform height and spread, and number label to assure symmetry in planting.
- F. Hardiness: Provide plant stock certified to have been grown within hardiness Zones 3 through 5. Plants without this certification will be rejected.
- G. Substitutions of plant materials will not be permitted unless authorized in writing by the landscape architect. If proof is submitted in writing that a plant specified is not obtainable, consideration will be given to the nearest available size or similar variety, with a corresponding adjustment of the contract price.

2.02 SHADE AND FLOWERING TREES

- A. Shade Trees: Single-stem trees with straight trunk, free of basal sprouts, well-balanced crown, and intact leader, of height and caliper indicated, conforming to ANSI Z60.1 for type of trees required. Grounds for rejection may include, but not limited to: improper branch density or voids, "v" crotches, including bark, undesirable multiple leaders, leaders that have been topped or headed back, prevalent suckering or epicormic sprouting. Trees which have evidence of unevenly distributed, girdling or suckering roots may be rejected.

1. Branching Height: 1/2 of tree height.

- B. Small Trees: Small upright or spreading type, branched or pruned naturally according to species and type, and with relationship of caliper, height, and branching recommended by ANSI Z60.1, and stem form as specified in the Plant List on the drawings. Good structure shall be especially critical for trees. Grounds for rejection may include, but not limited to: improper branch density or distribution, "v" crotches, including bark, undesirable multiple leaders, leaders that have been topped or headed back, prevalent suckering or epicormic sprouting. Trees which have evidence of unevenly distributed, girdling or suckering roots may be rejected.
- C. Provide balled and burlapped trees unless noted otherwise on the drawings. Plants designated "B&B" in the plant list shall be balled and burlapped. They shall be nursery grown and freshly dug. They shall be dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with untreated biodegradable burlap and bound with twine, cord, or wire mesh basket. Plants shall not be accepted if the ball is dry, deformed or broken before or during the planting operations.

2.03 DECIDUOUS SHRUBS

- A. Form and Size: Deciduous shrubs with not less than the minimum number of canes required by and measured according to ANSI Z60.1 for type, shape, and height of shrub.
- B. Provide container grown shrubs unless noted otherwise on the drawings.

2.04 TOPSOIL

- A. Topsoil: ASTM D 5268, pH range of 5.5 to 7, 2 percent organic material minimum, free of stones 1 inch (25 mm) or larger in any dimension, and other extraneous materials harmful to plant growth. Sticks, roots, and clay clumps shall be removed from topsoil prior to spreading.
1. Topsoil Source: Provide imported or manufactured topsoil from off-site sources if necessary if availability of acceptable on-site soils is limited. Obtain topsoil displaced from naturally well-drained construction or mining sites where topsoil occurs at least 4 inches deep; do not obtain from agricultural land, bogs, or marshes.
 2. Provide a minimum of one soil sample with the accompanying soil test report per 1000 cubic yards of material required from samples obtained randomly throughout the source field location or stockpile.
 3. The topsoil shall be stockpiled and tested and approved prior to placement on the site. Consistent composition of topsoil will be required throughout the entire project.
- B. Existing Topsoil
1. Existing topsoil may be used if it meets the requirements for imported topsoil or if approved by the landscape architect. Provide a minimum of one soil sample with accompanying soil test report for each topsoil type found at the site. Following the completion of the soil testing, the Contractor and the Landscape Architect shall meet at the site prior to beginning of topsoil stripping and establish the limitations of areas where existing topsoil may be used, and the depth of topsoil stripping permitted.
- C. Topsoil shall not be stripped, transported, or graded if moisture content exceeds field capacity or if the soil is frozen.

- D. Topsoil stockpiles shall be protected from erosion and contamination.
- E. Amendments required to be added as indicated below shall be incorporated by the contractor at the time of spreading and/or grading.

2.05 INORGANIC AND ORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent, with a minimum 99 percent passing a No. 8 (2.36 mm) sieve and a minimum 75 percent passing a No. 60 (250 micrometer) sieve.
 - 1. Provide lime in the form of dolomitic limestone.
- B. Perlite: Horticultural perlite, soil amendment grade.
- C. Peat Humus: Finely divided or granular texture, with a pH range of 6 to 7.5, composed of partially decomposed moss peat (other than sphagnum), peat humus, or reed-sedge peat.
- F. Sawdust or Ground-Bark Humus: Decomposed, nitrogen-treated, of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
- D. When site treated, mix with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cu. ft. (cu. m) of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- F. Herbicides: EPA registered and approved, of type recommended by manufacturer.
- G. Water: Potable.

2.06 FERTILIZER

- A. Bonemeal: Commercial, raw, finely ground; minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; minimum of 20 percent available phosphoric acid.
- C. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea-form, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in a thriving condition.
- D. Slow-Release Fertilizer: Granular fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency and as needed to maintain plant material and lawns in thriving condition.

2.07 HARDWOOD MULCH

- A. Provide hardwood mulch, free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of the following:
 1. Type: Double shredded hardwood.
 2. Depth: 3" (after compaction)

2.08 STAKES AND GUYS

- A. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, standard metal fence posts, or pressure-preservative-treated softwood, free of knots, holes, cross grain, and other defects, 2 by 2 inches (50 by 50 mm) by length indicated, pointed at one end.
- B. Use flexible Arbortape or equivalent ¾" woven belt synthetic fabric strap installed per manufacturer's specifications. Color: Green.
- C. Flags: Standard surveyor's plastic flagging tape, pink, 6 inches (150 mm) long.
- D. NOTE: Clearly mark all guy wires with flagging for visibility, especially near recreation and pedestrian areas.

2.09 PRE-EMERGENT WEED KILLER

- A. Pre-Emergent weed killer shall be granulated and shall be 'Treflan' or 'Dacthal', or approved 12 month weed preventer.

2.10 WEED BARRIER LANDSCAPE FABRIC

- A. Landscape weed fabric shall be commercial-grade or approved equal.

2.11 LANDSCAPE EDGINGS

- A. Black Metal Landscape Edging: Clearly delineate planting beds and lawn areas with commercial grade black metal landscape edging. Install per manufacturer's specifications and per contract documents. Edging lines shall be smooth.

2.12 PLANTING SOIL MIX

- A. Approved on or off-site topsoil mixed with amendments as required by the Landscape Soils Report.
- B. Obtain written approval of proposed planting soil mixes from the Landscape Architect before installation of plant materials. Landscape Architect reserves the right to reject plantings in areas with non-approved planting soils.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 TRANSPORTATION AND STORAGE OF PLANT MATERIALS

- A. Deliver plants freshly dug.
- B. Do not prune trees and shrubs before delivery, except as approved by Landscape Architect. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and tying damage. Do not bend or bind- tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of exterior plants during delivery. Do not drop exterior plants during delivery.
- C. Handle planting stock by rootball or by supporting the container.
- D. Deliver plants after preparations for planting have been completed and install immediately. If planting is delayed more than six hours after delivery or if plants are to be stored off-site set exterior plants in shade, protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil or mulch.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Stored plant material shall be watered and misted several times a day if necessary to maintain proper rootball moisture and to reduce transpiration in sunny or windy locations.
 - 4. For plants stored on-site more than 12 hours, the Contractor must keep a maintenance log. The log shall include information on the watering, misting, and protection of plants. The date, time, type of maintenance and name of maintenance personnel shall be included in the log.
 - 5. All plants shall be stored and maintained in a protected and controlled area at the Landscape Contractor's facilities or at a site acceptable to the Landscape Architect.
 - 6. For plants that must be stored in cold weather, provide full insulation and protection of rootballs. Protect rootballs from cold damage.
 - 7. For plants that must be stored in warm weather, follow maintenance procedures outlined in this section herein.
 - 8. Landscape Contractor shall fully maintain stored plants and shall record maintenance procedures herein.
 - 9. No plant shall be stored more than four weeks without written acceptance by the Landscape Architect.

3.03 PREPARATION

- A. Lay out individual tree and shrub locations and areas for multiple plantings. Entire areas for multiple plantings shall be chiseled to a depth of 6 inches and tilled and amended to a depth of 4 inches with the same soil mixture as is required for planting backfill material. Stake locations, outline areas, and secure Landscape Architect's acceptance before the start of planting work. Make minor adjustments as may be required.

3.04 PLANTING SOIL PREPARATION

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.
- B. Mix soil amendments and fertilizers with topsoil at rates indicated. Delay mixing fertilizer if planting does not follow placing of planting soil within a few days.
- C. For tree pit or trench backfill, mix planting soil before backfilling and stockpile at site.
- D. For planting beds, mix planting soil prior to planting.
- E. Mix lime with dry soil prior to mixing fertilizer. Prevent lime for lawn plantings from contacting roots of acid-tolerant plants.
- F. Do not attempt soil preparation of plant installation when soil is frozen, wet, in poor tilth or otherwise unsuitable for planting.
- G. Fine Grading in planting beds:
 - 1. Prior to fine grading, Contractor shall verify that the rough grading, underdrainage system, planting soil mixes and irrigation system have been accepted.
 - 2. Fine Grading: Set sufficient grade stakes for checking the finished grades.
 - 3. Stakes must be set at the bottom and top of slopes and the centers of plant beds. Grades shall be established which are accurate to 1/10 of a foot either way. Connect contours and spot elevations with an even slope. All grading shall insure drainage away from structures.
 - 4. Planting soil shall also be free of smaller stones in excessive quantities as determined by the Landscape Architect.
 - 5. Fine grade planted areas to smooth, free draining, even surfaces with fine texture. Roll, rake and drag areas to flatten ridges and fill depressions, except as select areas shown on drawings. Control moisture content to maintain optimum conditions, but do not create a muddy condition.
 - 6. Rolling - Typical: Roll the entire area with a hand roller weighing not more than 100 pounds per foot of width. During the rolling, all depressions caused by settlement of rolling shall be filled with additional topsoil and the surface shall be regraded and rolled until presenting a smooth and even finish to the required grade or to the shapes and configurations as shown on the details.
 - 7. Maintenance and Restoration: Restore prepared areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to lawn planting.

3.05 EXCAVATION FOR TREES AND SHRUBS

- A. Pits and Trenches: Excavate with vertical sides and with bottom of excavation slightly raised at center to assist drainage. Loosen hard subsoil in bottom of excavation.
 - 1. Excavate as per the planting details.
- B. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
- C. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

- D. Fill excavations with water and allow to percolate out, before placing setting layer and positioning trees and shrubs.

3.06 PLANTING TREES AND SHRUBS

- A. Refer to contract plan sheet L6.2 Planting Notes and SUDAS 9030.

3.07 TREE AND SHRUB PRUNING

- A. Refer to contract plan sheet L6.2 Planting Notes and SUDAS 9030.

3.08 TREE AND SHRUB GUYING AND STAKING

- A. Refer to contract plan sheet L6.2 Planting Notes and SUDAS 9030.

3.09 INSTALLATION OF EDGINGS

- A. Black Metal Landscape Edging: Clearly delineate planting beds, play areas and sign locations with commercial grade black metal landscape edging. Install per manufacturer's specifications and per contract documents. Edging lines shall be smooth.

3.10 APPLICATION OF MULCH

- A. Trees and shrub beds: apply 3-4 inch thickness of wood chip mulch.
- B. Groundcover, climbing vines and perennial beds: apply 2 inches thickness uniform layer of wood chip mulch.
- C. Place mulch in all shrubs and perennial beds to the limits of the beds as shown on the drawings. All trees in grass areas shall have a 6 foot diameter ring of mulch. Mulch must not be placed within 3 inches of the trunks of trees or shrubs.

3.11 INSPECTION AND ACCEPTANCE

- A. When landscape work is completed, including maintenance, Landscape Architect will, upon written request, make a final inspection to determine acceptability.
- B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Landscape Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

3.12 MAINTENANCE

- A. The contractor shall perform landscape maintenance on all materials beginning immediately after the work is started and continuing until issuance of Substantial Completion. The Contractor will also provide the specified warranty(s) at that point in time. During the construction period and continuing to the issuance of Substantial Completion, the Contractor

shall visit the site frequently to satisfy himself that satisfactory maintenance is being performed, including watering. Any deficiency shall be noted in writing by Contractor and brought to the attention of the Owner.

- B. Watering: Maintenance shall include a thorough initial watering with hand watering of trees and shrubs thereafter when soil moisture is below optimum level for establishment and growth, and all other watering that is necessary for the proper growth of all plant materials.
- C. Resetting Plants, Stakes, Guys, Saucers: Settled plants shall be reset to proper grade and positions, dead material removed, and guys tightened or repaired within a reasonable time. Correct any displaced mulch. Repair or replace accessories as required.
- D. Pruning: Pruning will include only work that is necessary to maintain the plants in their normal growth pattern.
- E. Replacing Dead and Dying Plants: Plants that are dead or dying shall be replaced within reasonable time if seasonal conditions permit. Dead Plants shall be removed from the premises within 30 days of their decline.
- F. Pest and Disease Control: Weeding shall be scheduled as necessary to keep all mulched areas weed and grass free. All mulched areas around trees and shrubs and in beds shall be weed and grass free for final acceptance.
- G. Control insects and disease.
- H. Remedy damage from use of pesticides and herbicides.

3.13 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.14 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property unless an agreement is made with the Owner otherwise.

END OF SECTION 32 93 00

**SECTION 33 05 22
UTILITY TRENCH EXCAVATION AND BACKFILL**

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Trench excavation and backfill for utility lines, pipe systems, water main and fire hydrants.
- B. Trench bedding and stabilization.

1.02 DESCRIPTION OF WORK

- A. Perform all excavations required to complete the work shown in the Plans.
- B. Prepare trench excavations and shoring for new work, and install the utility lines, system components, including bedding and foundation stabilization.
- C. Complete specified backfill operation.
- D. Reference is made to the following:
 - 1. Iowa Department of Transportation English Standard Specifications for Highway and Bridge Construction and all Supplemental Specifications by the term "Iowa DOT Specification Number" and/or "IM/Number".
 - 2. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

1.03 SUBMITTALS

- A. Results of Standard Proctor and In-Place Density Tests on backfill.
- B. Upon requests the Contractor will provide Material Certifications to the Engineer.
- C. Method of utility support system when crossing communications or electrical utilities.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver only materials that fully conform to these specifications, or for which submittals have been provided to the Owner and approved for use.
- B. Store delivered materials and excavated materials in locations that will not interfere with operations and minimize environmental damage.
- C. Grade and shape stockpiles for drainage and protect adjacent areas from runoff. Provide erosion control around stockpiles.
- D. Keep stockpiles and excavated materials away from trench.
- E. Remove unsuitable and excess materials from the site.

1.05 CONFLICTS

A. Conflict Avoidance

1. Expose possible conflicts in advance of construction, such as utility lines and drainage structures. Contractor shall verify elevations and locations of each and verify clearance for proposed construction.
2. Complete other elements of the work which can affect line and grade in advance of other open cut construction unless noted on plans.
3. Notify the Engineer of conflicts discovered, or changes needed to accommodate unknown or changed conditions.

1.06 SPECIAL REQUIREMENTS

A. Notify Owner prior to backfilling activities.

1. Density reports shall be submitted to the contractor and the Owner within 3 days of test being performed.

B. Stop Work: Stop work and notify the Owner immediately if contaminated soils, historical artifacts, or other environmental or historic items are encountered.

C. Conform to local, state, and federal requirements.

D. Abandoned Utilities: Remove and dispose of abandoned utility lines including gas mains, water mains, sewer mains over 18" in diameter, telephone conduits, service lines, etc. required to complete the work as shown on plans. All utilities encountered that are abandoned in place shall be filled with flowable fill if possible or capped with a Fernco cap if flowable fill is possible.

PART 2 - PRODUCTS

A. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:

1. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

2.01 EXCAVATION MATERIALS

A. Suitable Excavated Materials for Backfill:

1. Soil, clay, silt, sand, and gravel with moisture content suitable to achieve required compaction. ASTM D2321 Class II through IVA
2. Fine-grained soils according to ASTM D2321 Class IVB (inorganic) may be used in the final backfill upon approval of the Owner.
3. Adjust moisture content of excessively wet, but otherwise acceptable material by spreading, turning, aerating, and otherwise working material as necessary to achieve required moisture range.
4. Adjust moisture content of excessively dry, but otherwise acceptable material by adding water, then turning, mixing, and otherwise blending the water uniformly throughout the material until the required moisture range is achieved.

- B. Unsuitable Material: Unsuitable materials such as trees, stumps, waste construction materials, scrap metals, garbage, and other materials not suitable for backfilling or for topsoil.
 - 1. Individual stones or concrete chunks larger than 6 inches and averaging more than one per cubic foot of earth.
 - 2. Frozen materials.
 - 3. Stumps, logs, branches, and brush.
 - 4. Trash or construction waste.
 - 5. Earth in clumps or clods larger than 6 inches and without sufficient fine materials to fill voids during placement.
 - 6. Earth, with moisture content outside the acceptable range which cannot be manipulated to obtain the stated moisture range.
 - 7. Class V Material (ASTM D 2321).
 - 8. Low Plasticity cohesive fill having a liquid limit less than 45 and a plasticity index less than 20 to 25.

- C. Replacement of Unsuitable Earth Materials
 - 1. If the excavated material is determined by the Owner to be unsuitable and cannot be conditioned so that it becomes suitable, furnish all necessary earth backfill material.
 - 2. Remove and dispose of unsuitable material from the site.

2.02 BEDDING MATERIAL (Sewers)

- A. Granular bedding shall be sharp, clean, crushed stone. 1" crushed stone for pipes 18" diameter and less, 1-1/2" crushed stone for pipes over 18" diameter.
- B. Compaction: minimum density of 90% Standard Proctor Density. Compact to at least 95% of standard proctor density within right-of-way or under any paved surface or within two feet thereof.

2.03 CLASS II BACKFILL MATERIAL

- A. Class II material is manufactured open graded (clean) or dense graded (clean) processed aggregate or coarse – grained natural soils (clean) with little or no fines.
- B. Class II material is non-plastic soil less than 1.5 inches in size and consists of the following
- C. Compaction: minimum Density of 95% Standard Proctor in 6" layers
- D. Class II material may be specified in the Contract Documents by the Owner between the pipe embedment zone and the top 2' of final backfill when the trench is under the pavement.

2.04 CLASS III BACKFILL MATERIAL

- A. Class III material is natural coarse-grained soils with fines.
- B. Compaction: Minimum Density of 95% Standard Proctor within right-of-way or under any paved surface or within two feet thereof and minimum density of 90% Standard Proctor not under pavement. Compact in 6" layers.

2.05 CLASS IVA BACKFILL MATERIAL

- A. Class IVA material is natural fine grained inorganic soils.
- B. Compaction: Minimum Density of 95% Standard Proctor within right-of-way or under any paved surface or within two feet thereof and minimum density of 90% Standard Proctor not under pavement. Compact in 6" layers. Compact in 6" layers.
- C. Suitable only in dry trench conditions.

2.06 CLASS IVB BACKFILL MATERIAL

- A. Class IVB material is natural fine grained inorganic (high elastic silts and plastic clays – fat clay) with liquid limit greater than 50%.
- B. Compaction: Minimum Density of 95% Standard Proctor under pavement and minimum density of 90% Standard Proctor not under pavement. Compact in 6" layers.
- C. Upon the approval of the Owner suitable only as final backfill in a dry trench and shall not be used in pipe embedment zone.

2.07 CLASS V BACKFILL MATERIAL (Unsuitable Backfill)

- A. Class V material is natural highly organic soils with a liquid limit of greater than 50%.
- B. Use Class V Material only as topsoil in the final top 6" of backfill outside of the pavement.
- C. Class V Material shall not be used in the pipe embedment zone.

2.08 SPECIAL PIPE EMBEDMENT MATERIAL

- A. Flowable Mortar:
 - 1. Flowable mortar to be hand excavatable after 28-day cure.
 - 2. Compressive strength at 28 days; 40 psi to 80 psi.
 - 3. Typical mix shall consist of:
 - a. Cement 50
 - b. Sand 2500
 - c. Water 210-275
 - d. 1 Egg of Darafill as manufactured by Grace Construction products or approved equal. (or equivalent dry packaged Darafill)

2.09 TRENCH EXCAVATING MACHINES

- A. The equipment used shall be a machine designed for the required purpose. The equipment used to excavate shall be capable of excavating the material to the full, normal design depth and suitable width.

PART 3 - EXECUTION

- A. Comply with applicable provisions of all Local, State and Federal codes, specifications, standards, and recommended practices, and in particular:
 - 1. Iowa State Urban Design and Specifications (SUDAS), latest edition, with City of Des Moines Supplemental Specifications.

3.02 PREPARATION

- A. Locate, mark, and protect existing utilities and facilities in the work area.
- B. Provide access to utility service locations, such as valves, manholes and utility poles.
- C. Notify Owner of operations to occur 24 hours in advance.
- D. Protect existing facilities and landscaping features or replace as shown on the plans.
- E. Protect bench marks, control points and land survey monumentation, or replace at Contractor's expense.

3.03 TRENCH EXCAVATION

- A. Notify Owner prior to start of excavation activities.
- B. If present, remove and stockpile topsoil for subsequent reuse. Store at a location approved by the Owner.
- C. Remove rock, rubbish, boulders, debris, and other unsuitable materials at least 6 inches below, and on each side of the pipe. Restore grade using soil suitable for backfill.
- D. Correct unauthorized excavation at no cost to Owner, using bedding or stabilization materials.
- E. Trench Excavation for Water Mains and Utilities:
 - 1. Trench to match detail shown on plans.
 - 2. Flat trench bottom, conduit bearing directly on trench bottom (not applicable for rock excavation) for water main pipe only with bell hole shaping.
 - a. Shape trench bottom to support pipe around $\frac{1}{4}$ of perimeter for the full length of the pipe barrel.
 - b. Provide bell holes.
 - 3. Install bedding material to support the full length of the pipe barrel.
 - 4. The maximum depth of bury will be 20 feet without a designed trench with Engineer's certification.
 - 5. All trench operations shall conform to current OSHA regulations.
- F. Excavation shall be appropriately fenced during construction operations, and completely fenced when work is not taking place. Fence shall be orange construction fence with reflective strip.

3.04 ROCK OR UNSTABLE SOILS IN TRENCH BOTTOM

- A. Notify Owner prior to over-excavation.
- B. Owner shall determine the need for trench bottom stabilization prior to installation of pipes and structures.
- C. Remove rock or very hard clay or soft areas of the trench bottom to a depth of one foot below the base of the pipe or structure and backfill with earth or stabilization materials as required.

3.05 SHEETING, SHORING AND BRACING

- A. Provide and install sheeting, shoring, and bracing, or trench boxes as necessary to facilitate construction. Use of sheeting to be approved by Owner.
- B. Remove all temporary sheeting.
- C. Move trench boxes carefully to avoid excavated wall displacement or damage.
- D. Use of trench boxes and sheeting shall conform to current OSHA standards.

3.06 DEWATERING

- A. Do all work in dry conditions; do not install pipes on excessively wet soil.
- B. Submit dewatering methods to Owner for review.
- C. Adequate dewatering is the Contractor's responsibility.
- D. Install dewatering system appropriate for the soil conditions.
- E. Maintain water levels sufficiently below the bottom of trench excavation to prevent upward seepage.
- F. Provide for handling water encountered during construction:
 - 1. Prevent surface water from flowing into excavation. Remove water as it accumulates.
 - 2. Do not use sanitary sewers for disposal of trench water.
 - 3. Discharges to grade require a silt control plan approved by the Owner.
 - 4. Discharge directly to storm sewer is not allowed.
- G. Backfill pipes prior to stopping dewatering operations.

3.07 PIPE PLACEMENT FOR UTILITY LINES

- A. Refer to plans for the installation being made.
- B. Pipe Bedding if required:
 - 1. Shape pipe bed to evenly support pipe at the proper line and grade, with full contact under the bottom of the pipe.
 - 2. Install pipe and system components.

3. Place bedding simultaneously on both sides of the pipe. Use bedding as specified on detail drawings. Correct any pipe displacements before proceeding.
4. Place bedding in lifts not greater than 6 inches thickness and compact to 90% Standard Proctor Density using vibratory compactor.
5. Concrete encasement: Install where shown in the Plans.
6. If desired, or if required for special conditions, flowable mortar may be used in lieu of other bedding material types with Owner's approval.
7. Secure pipe against displacement of flotation prior to placing flowable mortar or concrete encasement.

C. Haunch Support:

1. Refer to Plans for the installation being made.
2. Place haunch material in lifts not greater than 6 inches thickness and compact to 90% Standard Proctor Density using vibratory compactor for granular soils.
3. If desired, or if required for special conditions, flowable mortar may be used in lieu of other haunch material types with Owner's approval.
4. Secure pipe against displacement of flotation prior to placing flowable mortar or concrete encasement.

D. Primary and Secondary Backfill (Pipe Cover):

1. Refer to Plans for the installation being made.
2. Place pipe cover material in 6" lifts and compact to densities required.
3. If desired, or if required for special conditions, flowable mortar may be used in lieu of other cover material types with Owner's approval.
4. Secure pipe against displacement of flotation prior to placing flowable mortar or concrete encasement.

E. Final Trench Backfill:

1. Backfill trench immediately after recording locations of connections and appurtenances.
2. Allow no more than 100 feet of trench to be open overnight or when work is not in progress except as provided on Plans.
3. Backfill with suitable excavated earth materials:
 - a. Carefully place backfill over top of pipe and around structures.
 - b. Compact as required.
4. Compaction:
 - a. Place backfill more than 1 foot below pavement structure in uncompacted lifts not thicker than 12 inches. Compact each lift to at least 90 percent of maximum Standard Proctor Density.
 - b. Place backfill in remainder of excavation in 6 inch lifts. Compact each lift to at least 96 % of maximum Standard Proctor Density. Terminate backfill at 6 inches below final grade in areas to remain unpaved, and to subgrade elevation in areas to be paved.
5. Dispose of surplus and unsuitable materials.
6. Hydraulic compaction (water saturation and settling) is not allowed.

3.08 FIELD QUALITY CONTROL

A. References:

1. ASTM C136; Standard Method for Sieve Analysis of fine and Coarse Aggregates.
2. ASTM D698; Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Moisture Using 5.5lb (4.54kg) Hammer and 12 inch (305mm) Drop. (Standard Proctor Method)
3. ASTM D2922; Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
4. ASTM D 4253 and D 4254, Test Methods for Maximum Index Density of Soils using a Vibratory Table and Minimum Index Density of Soils and Calculation of Relative Density.

B. Compaction Testing: The Owner may provide compaction testing of backfill, using the services of an independent testing laboratory.

C. Moisture Range: Obtain required compaction within a soil moisture range of optimum moisture to 4 percentage points above optimum moisture content.

D. Schedule Testing: Notify Owner when work is prepared for testing.

E. Soil Testing:

1. Cohesive soils: Determine moisture-density relationships by ASTM D698 (Standard Proctor). Perform at least one test for each type of cohesive soil used.
2. Cohesive soils: Determine in-place density using ASTM D1556 (sand-cone method) or ASTM D2922 (nuclear).
3. Non-cohesive soils: Determine in-place density using ASTM D4253 and D4254 (cohesionless soils).
4. Gradation: Test in accordance with ASTM C136

F. Initial Testing by Contractor: Unless otherwise requested by the Owner, the Contractor will complete tests.

END OF SECTION 33 05 22

SECTION 33 40 00 STORMWATER UTILITIES

PART 1- GENERAL

1.1 SUMMARY

- A. Furnishing all labor, materials, equipment, facilities, transportation, and services necessary to install and maintain stormwater utilities.
- B. Scope of work: The general extent of the stormwater utility work is shown on the Drawings and may include, but is not necessarily limited to the following:
 - 1. Installation of storm sewers
 - 2. Installation of structures

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Special Provisions apply to this Section.

1.3 SUBMITTALS

- A. Submit manufacturer's certification and material data for all material delivered to the project site for the work of this section.
- B. Contractor shall submit documentation of materials used for sediment and erosion control that meet the requirements of the specifications.
- C. Make available for verification purposes, samples of each type of material to be used in the work for this section, as requested by the Engineer.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Use adequate numbers of skilled workmen 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.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All material shall be stored in a neat and orderly manner.
- B. All equipment shall be delivered, unloaded and handled so as to protect from damage at all times.

1.6 REFERENCE

- A. Latest version of the Statewide Urban Design and Specifications (SUDAS).

PART 2- PRODUCTS

2.1 STORM SEWERS

- A. Comply with requirements of SUDAS, 2023 Section 4020, 2.01.

2.2 STORM SEWER STRUCTURES

- A. Comply with requirements of SUDAS, 2023 Section 6010, Part 2.

PART 3– EXECUTION

3.1 PIPE INSTALLATION

- A. Comply with requirements of SUDAS, 2023 Section 4020, 3.02.

3.2 PIPE JOINTING

- A. Comply with requirements of SUDAS, 2023 Section 4020, 3.04.

3.3 TOLERANCES

- A. Comply with requirements of SUDAS, 2023 Section 4020, 3.05.

3.4 STORM SEWER STRUCTURES

- A. Comply with requirements of SUDAS, 2023 Section 6010, Part 3.

END OF SECTION 33 40 00

SECTION 33 40 01 BIORETENTION CELLS

PART 1- GENERAL

1.1 SUMMARY

- A. Furnishing all labor, materials, equipment, facilities, transportation and services to install bioretention cells.
- B. Scope of work: The general extent of the bioretention cell work is shown on the Drawings and may include, but is not necessarily limited to the following:
 - 1. Installation of bioretention cell for treatment and conveyance of stormwater runoff.

1.2 RELATED SECTIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, and Special Provisions apply to this Section.

1.3 SUBMITTALS

- A. Submit material certification, including material type and gradation, for all stone and porous backfill.
- B. Submit manufacturer's certification and material data for all material delivered to the project site for the work of this section.
- C. Weight tickets: Provide weight tickets for each truckload.
 - 1. Include the Contractor's name, date of delivery, designation of mixture, load identification number, net weight of load and any other data which would aid in the identification of the load.
 - 2. Only weight tickets issued by a state licensed scale will be accepted.
- D. Submit written instructions recommending procedures for maintenance of seeded areas. Submit plug plant lists, size and sourcing.
- E. Bioretention Cell Soil Media:
 - 1. Prior to placement, the Contractor shall submit a one-gallon composite sample of each type of amended soil mix to the owner's laboratory for quality assurance testing.
 - 2. Payment for the initial testing is the responsibility of the contractor.
- F. Plant Material
 - 1. Submit copy of current certification that the Supplier is an Iowa Department of Agriculture and Land Stewardship Certified Nursery Dealer or Grower prior to starting work.
 - 2. Prior to final acceptance, submit written maintenance instructions recommending procedures for maintenance of all plant material types, including watering, insect and disease control, fertilizing, pruning, tree wrapping, and staking.
 - 3. When requested, provide certification stating container-grown material has been grown in the container for no less than 1 year.
 - 4. Provide a sample of the proposed mulch for approval by the Owner's Representative.

5. When requested, submit a schedule of unit prices for each size and variety of tree, shrub, and ground cover plant specified in the contract documents.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the requirements and the methods needed for proper performance of the work of this section.
- B. Substitutions of plant material will not be permitted unless authorized in writing by the Engineer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. All material shall be stored in a neat and orderly manner.
- B. All equipment shall be delivered, unloaded, and handled so as to protect from damage at all times.

1.6 REFERENCE

- A. Latest version of the Iowa Storm Water Management Manual (ISWMM)
- B. Latest version of the Statewide Urban Design and Specifications (SUDAS)
- C. Latest version of the Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction
- D. "American Standard of Nursery Stock" by the American Association of Nurseryman.
- E. American National Standards Institute (ANSI); Publication Z60.1; latest version.

1.7 PACKAGING, DELIVERY, STORAGE AND HANDLING

- A. Comply with the Statewide Urban Design and Specifications (SUDAS) Standard Specifications Division 9, Section 9010, 1.05 and Section 9030, 1.05 unless otherwise stated in this specification.
- B. Each shipment shall be certified by state and federal authorities to be free from disease and infestation. Any inspection certificates required by law to this effect shall accompany each shipment, invoice, order, or stock. On arrival, the certificate shall be filed with the Engineer.
- C. Product Handling: The contractor shall transport plant materials covered with tarpaulin or in enclosed vehicle.
- D. Dug material should be maintained and watered as required at the nursery to guarantee their vitality and health until shipping.
- E. The contractor shall be solely responsible for the safe transportation of plants to the site and their condition upon arrival. Plants damaged, dehydrated or abused during transit or storage will be rejected.
- F. Plant materials shall not be stored on concrete or asphalt or left exposed to the sun.
- G. Roots and balls of plants shall be adequately protected at all times from the sun and drying winds. In normal and winter plantings, all plants that cannot be planted within 24 hours of delivery shall be heeled in a bed of bark mulch, or other approved material.
- H. The Owner and Engineer may inspect any phase of this operation and may reject any plant material improperly handled during any phase of this operation. Nothing in this Section shall be

interpreted as relieving the contractor of the responsibility of providing healthy, viable plants, nor shall it have any effect upon the terms of the warranty specified herein.

1.8 SCHEDULING AND CONFLICTS

- A. Install bioretention cell seed per manufacturer recommended seeding windows.

1.9 WARRANTY DURING ESTABLISHMENT PERIOD

- A. Warranty Period: Warrant all exterior planting material, for the warranty period indicated, against defects including death, disease or infestation, and unsatisfactory growth, except for defects resulting from neglect, or abuse by Owner, or incidents that are beyond Contractor's control.
 - 1. Warranty Period for planting covered under this Section: 1 year from date installation is accepted by Owner.
- B. Replacements within Warranty Period:
 - 1. At six-month intervals, from the time of substantial completion, the Owner, Engineer, and Contractor will inspect and evaluate the growth and success of the plant material. If, during these intermediate inspections, it is determined that the plant material is more than 25 percent dead or in an unhealthy or unsightly condition, the Contractor shall remove and replace the plant material immediately.
 - 2. Remove dead plant material immediately. Replace immediately unless required to plant in the succeeding planting season.
 - 3. Replacement plants and planting operations shall be in accordance with the original specifications. Fully restore areas damaged by replacement operations to their original and specified condition.
 - 4. The guarantee of all replacement plants shall extend for an additional period of one (1) year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of said extended guarantee, the Engineer may elect subsequent replacement or credit for that item.

PART 2- PRODUCTS

2.1 SUBDRAIN CLEANOUT

- A. Comply with SUDAS Section 4040, 2.06, A for Type A-2 Cleanouts. Match diameter of the adjacent subdrain.

2.2 AGGREGATE SUBBASE (1" WASHED ROCK)

- A. Provide aggregate complying with Iowa DOT Section 4115, Gradation No. 3, Class 2 durability crushed stone (AASHTO M 43/ASTM D 448, Size 57)

2.3 SUBDRAIN

- A. Provide slotted pipe(s) complying with requirements for Type 1 Subdrain in SUDAS Section 4040, 2.02, B or C. Pipe size as specified in contract documents, should match diameter of pipe used for subdrain cleanouts.

2.4 NONWOVEN GEOTEXTILE FABRIC

- A. Comply with Iowa DOT Article 4196.01, B,2 meeting the requirements for subsurface drainage.

2.5 CHOKER AGGREGATE (WASHED 3/8" ROCK CHIP)

- A. Comply with the following:
 - 1. 3/8 inch aggregate complying with Iowa DOT Section 4125, Gradation No. 21 (AASHTO M 43/ASTM D 448, Size 8).

2.6 MODIFIED SOIL

- A. Organic Material: Provide suitable organic material composed of products from plant material such as:
 - 1. Compost complying with the requirements for mulch for pneumatic seeding in SUDAS Section 9010, 2.07.C.
 - 2. Finely chipped bark (3/8" diameter or less)
 - 3. Finely shredded, partially decomposed mulch
 - 4. Peat or sphagnum peat moss
- B. Sand: Provide clean sand complying with Iowa DOT Section 4110, Gradation No. 1.
- C. Soil: Provide soil taken from the top 6 inches of the A-horizon, have a dark brown to black color, have a granular structure and clay content less than 25% verified with a ribbon test that yields no more than 1".
- D. Mixture: The texture of the modified soil mixture will be loamy sand or sandy loam according to the USDA Soil Classification system, soil textural triangle. A laboratory analysis for particle size or a simplified dispersal method for sand content only can also be used to verify soil texture. Thoroughly blend organic materials, sand and soil to provide a mixture with 0-10% suitable organic material, 75-90% sand and 0-25% soil by volume.

2.7 NATIVE PLUGS AND NATIVE GROUND COVER PLANTINGS

- A. Plant Materials:
 - 1. Comply with the Statewide Urban Design and Specifications (SUDAS) Standard Specifications Division 9, Section 9030 – Section 2.01.
 - 2. See L6.1 and L6.2 Landscape Details for planting schedule and notes.
 - 3. Plant plugs and native ground cover plantings between May 1 and May 31.

2.8 MULCH

- A. Comply with the Statewide Urban Design and Specifications (SUDAS) Standard Specifications Division 9, Section 9010 – Section 3.01. Provide double shredded, hardwood bark mulch with a 4" maximum length complying with the following: free from leaves, twigs, dust, toxic substances, and any other foreign material.

2.9 PRE-EMERGENT WEED KILLER

- A. Pre-Emergent weed killer shall be granulated and shall be "Treflan" or "Dacthal" or approved 12 month weed preventer.

2.10 WATER

- B. Contractor to water bioretention cell plantings and native ground cover plantings. See L-6.1, Landscape Details for watering instructions. Contractor responsible for watering until final acceptance.

PART 3- EXECUTION

3.1 PRE-INSTALLATION PROTECTION

- A. Complete upland grading, utility installation, and other earth disturbing operations prior to excavating for the bioretention cell.
- B. Prior to installing the bioretention cell, install sediment and erosion control practices upstream to protect the bioretention cell from sediment in stormwater runoff.

3.2 BIORETENTION CELL INSTALLATION

- A. Complete rough grading activities to excavate the bioretention cell area to the length, width, and depth specified in the contract documents. Do not compact the bioretention cell subgrade and do not operate heavy machinery on the subgrade.
- B. Perform topsoil re-spread, fine grading operations, and seedbed preparation as specified in the contract documents.
- C. Excavate the trench for the subdrain similar to SUDAS Figure 4040.231 for Type 1 Subdrain application.
- D. Excavate across the bottom of the bioretention cell for placement of the modified soil layer as specified in the contract documents.
- E. Verify that the bottom of the subdrain trench is clear of debris or other material and remains at the proper subgrade elevation to allow for subdrain installation.
- F. If nonwoven geotextile fabric is specified in the contract documents, install over the bottom of the trench and up the sides of the excavated area with enough materials to overlap 18 inches over the top of the aggregate. Overlap adjacent strips of fabric a minimum of 6 inches.
- G. Place the first 2 inches of the aggregate subbase evenly over the bottom of the subdrain trench. Do not operate machinery directly on the excavated subgrade of the modified soil layer during aggregate subbase or subdrain installation.
- H. Install subdrain at the elevation specified in the contract documents. Install cleanouts at locations specified in the contract documents.
- I. Place remaining aggregate subbase layer to the elevation specified in the contract documents.
- J. If a choker aggregate layer is specified in the contract documents, install over stone aggregate subbase layer to the depth specified.
- K. Place modified soil in 8 to 12 inch lifts to the elevation specified in the contract documents. Do not operate heavy machinery directly on the subgrade of the modified soil layers during

- placement. Overfill area with modified soil by 5% of the specified depth to allow for natural settlement.
- L. Avoid over compaction by allowing time for natural settlement. If the project schedule does not allow for natural settlement of soil and the contract documents require compaction by soaking, compact the filter soil matrix by soaking as described below:
 - 1. Apply water to uniformly saturate surface by spraying or sprinkling.
 - 2. Ensure entire bioretention cell is saturated.
 - 3. Add modified soil as required to restore settled surface to finished elevation.
 - M. Roughen surface of side slopes that are 4(H):1(V) or steeper to reduce potential for rill erosion along equipment tracts.
 - N. Perform stabilization measures and install landscaping (seed, sod, native plants, trees, shrubs, etc.) as specified in the contract documents.
 - O. Install side slope erosion and sediment control measures as specified in the contract documents.
 - P. Uniformly grade and rake the top of the modified soil layer to a flat, smooth, uniform surface.
 - Q. Ensure good housekeeping measures are taken throughout construction, until final acceptance of improvements by owner, to prevent sedimentation and erosion that could reduce the effectiveness of the bioretention cell. Address any such sedimentation and erosion should it occur, until final acceptance.
 - R. Do not store materials or operate heavy equipment within or near the footprint of the bioretention cell practice after installation has been completed.

3.3 BIORETENTION CELL PLANTING

- A. General
 - 1. Comply with the Statewide Urban Design and Specifications (SUDAS) Standard Specifications Division 9, Section 9030 and 9010 – 3.01.
 - 2. Layout: The Landscape Contractor shall mark the locations of all plants before digging holes, and request approval from the Engineer prior to digging. Comply with sheet L6.1 for native plug and seeding layout.
 - 3. If underground construction, obstructions, or large rocks are encountered in excavation of planting areas, other locations for the planting may be selected by the Engineer.
- B. Application of Pre-Emergent Weed Killer
 - 1. Prior to application of pre-emergent weed killer the area shall be smooth and be free of weed growth, clods and debris larger than 1". Follow rates of application shown on the label as per Federal law. One full application prior to mulching or two half applications, one on the soil before mulching and the other on top of the mulch after mulching.
- C. Application of Mulch
 - 1. Place mulch after applying pre-emergent weed killer. Place mulch to the limits of the beds and all native seed areas as shown on the contract documents. Dig edges of mulched areas to ensure the top of the mulch at the spaded edge of the planting area matches the existing ground surface.
- D. Precautions and Clean-up

1. Comply with the Statewide Urban Design and Specifications (SUDAS) Standard Specifications Division 9, Section 9030 – 3.12 Clean Up.
2. During course of planting, excess waste materials shall be continuously and promptly removed, lawn areas kept clear and all reasonable precautions taken to avoid damage to existing structures, plants and grass. Existing grass areas which have been injured by the work shall be regraded and sod the entire area, when completed, shall be neat and clean to the satisfaction of the Engineer.

E. Maintenance

1. The Contractor shall maintain all materials beginning immediately after the work is started and continuing until final acceptance. Maintenance will be done by the Owner between the date of final acceptance and end of the guarantee period. However, the Contractor shall visit the site frequently to satisfy himself that satisfactory maintenance is being performed, including watering. Any deficiency shall be noted in writing by Contractor and brought to the attention of the Owner.
 - a. Watering: Maintenance shall include a thorough initial watering with hand watering of trees and shrubs thereafter when soil moisture is below optimum level for establishment and growth, and all other watering that is necessary for the proper growth of all plant materials.
 - b. Replacing Dead and Dying Plants: Plants that are dead or dying shall be replaced within reasonable time, if seasonal conditions permit. Dead Plants shall be removed from the premises within 30 days of their decline.
 - c. Pest and Disease Control: Weeding shall be scheduled as necessary to keep all mulched areas weed and grass free. All mulched areas in beds shall be weed and grass free for final acceptance.
 - d. Control insects and disease.
 - e. Remedy damage form use of pesticides and herbicides.

END OF SECTION 33 40 01