IOWA DEPARTMENT OF NATURAL RESOURCES

PROJECT MANUAL

LODGE REPAIRS

CLEAR LAKE STATE PARK

CERRO GORDO 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 SECTION
6200 Park Avenue, Suite 200
Des Moines, IA 50321

PROJECT N0. 23-03-17-03

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

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Notice to Bidders - Iowa Department of Natural Resources

Please note that the DNR Central Office has moved to 6200 Park Avenue, Suite 200, Des Moines

Sealed bids will be received by the Iowa Department of Natural Resources, at 6200 Park Avenue, Suite 200,, Des Moines, IA, 50321, or via email at **constructionbids@dnr.iowa.gov** until **11:00am, September 18, 2025** for the public improvement projects listed below, at which time they will be opened publicly. 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.**

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#

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. Copies of the bid security will be accepted for those bidders submitting bids electronically. Additionally, if the apparent lowest responsible, responsive bidder submits an electronic bid security, the original security must be mailed to the Department, at 6200 Park Avenue, Suite 200, Des Moines, IA, 50321, within five 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 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 (515-217-0875) for information relating to stormwater permit that is necessary if construction activities disturb one acre or more.

Project Estimate: $420,000.00
Funding Source: Infrastructure and Federal Land and Water Conservation Fund

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

Brian Phipps
Project Manager
6200 Park Avenue, Suite 200
Des Moines, IA 50321
Phone: (515) 452-9438
Brian.phipps@dnr.iowa.gov

Direct questions concerning Site Review and Project Inspection to:

Ken Howe
District Engineer
Phone: (319) 240-3553
Kenneth.howe@dnr.iowa.gov

Direct questions concerning Bidding and Contract Procedures to:

DNR Procurement
Phone: (515) 344-0055
Constructionbids@dnr.iowa.gov

In accordance with Iowa Code Section 423, 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 in Iowa Administrative Rules Chapter 701-219. Additional guidance for contractors can be found at https://tax.iowa.gov/, the Iowa Department of Revenue Web site.*

Recorded bid results can be accessed at *https://programs.iowadnr.gov/engreal/projectlist.asp*.

Time and Date of Letting **11:00 AM, September 18, 2025**

PROPOSAL

Project Description and Location

Project No. **23-03-17-03**

LODGE REPAIRS
CLEAR LAKE STATE PARK
CERRO GORDO 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
$25,000.00	May 15, 2026	N/A	$1,000.00

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

LODGE REPAIRS, CLEAR LAKE STATE PARK, CERRO GORDO 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	CONCRETE DEMO - CUTTING/REMOVAL/DISPOSAL	650	SF		
3	CONCRETE NEW - GRANULAR BASE/REINFORCEMENT/FORMING/FINISHING	1200	SF		
4	CONCRETE ACCESSORIES - EMBEDDED ITEMS/ADA SIGNAGE AND STRIPING	1	LS		
5	MASONRY - FIREPLACE/FIREBRICK REPAIR, CLEANING AND TUCKPOINTING	1	LS		
6	MASONRY - STONE CLEANING AND TUCKPOINTING	1	LS		
7	WOOD - TIMBER REPLACEMENT/STAINING/LACQUER/POLYURETHANE	1	LS		
8	WOOD - TIMBER AND WOOD COBB BLASTING/LACQUER/POLYURETHANE	1	LS		
9	THERMAL AND MOISTURE - GUTTERS	220	LF		
10	THERMAL AND MOISTURE - DOWNSPOUTS AND SUB-GRADE DRAINAGE	1	LS		
11	OPENINGS - REPLACEMENT WINDOWS MATERIAL	1	LS		
12	OPENINGS - REPLACEMENT WINDOWS INSTALL/WOOD WINDOW TRIMS	1	LS		
13	OPENINGS - HARDWARE	1	LS		
14	FINISHES - RESINOUS FLOORING - FLOORING PREPARATION/CLEANING/SEALING	1400	SF		
15	FINISHES - RESINOUS FLOORING - NEW FLOORING AND BASE INSTALL	265	SF		
16	FINISHES - INTERIOR WALL FRAMING/GYPSUM BOARD/FINISHING	1	LS		
17	FINISHES - INTERIOR WALL AND CEILING REPAIRS AND CLEANING	1	LS		

18	FINISHES - EXTERIOR WALL REPAIRS, CLEANING AND COATINGS	1	LS		
19	INTERIOR SPECIALTIES - TOILET PARTITIONS AND URINAL SCREEN	1	LS		
20	INTERIOR SPECIALTIES - RESTROOM ACCESSORIES	1	LS		
21	EQUIPMENT - KITCHEN APPLIANCES	1	LS		
22	FURNISHINGS - COUNTERTOPS	1	LS		
23	FURNISHINGS - WOOD CASEWORK	1	LS		
24	PLUMBING - PIPING, EQUIPMENT AND FIXTURES	1	LS		
25	HVAC - 3 HEAD MINI-SPLIT HEATING AND COOLING SYSTEM	1	LS		
26	ELECTRICAL - ROUGH-IN AND MATERIALS	1	LS		
27	ELECTRICAL - CEILING FANS, LIGHTING FIXTURES AND SWITCHES	1	LS		
28	EARTHWORK - GRADING AND SEEDING	1	LS		
29	EARTHWORK - STORMWATER CULVERT AND STONE BALLAST	1	LS		
				Total	

Bidder Acknowledges Receipt Of Any Issued Addenda (Number and Date):		

Subcontractor Information

Name	Iowa Contractor Registration Number

EPA Project Control Number

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 form Puerto Rio, 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 a least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

C. Ownership and Control:

1. The minority of women's ownership's interest in the firm must be real, substantial and continuing. Such interest may include:
   a. risk of loss/share of profit commensurate with the proportional ownership; and
   b. receipt of the customary incidents of ownership, such as salary and/or intangible benefits.

2. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
   a. authority to sign contacts;
   b. making decisions in price negotiations;
   c. incurring liabilities for the firm;
   d. making final staffing decisions;

e. policy-making; and
f. making general company management decisions.

3. Only those firms performing a useful business function according to custom and practice in the industry are qualified as MBEs or WBEs. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project the project does not constitute a "useful business function according to custom and practice in the industry."

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

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

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 of 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 FFOR 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 flied 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:	**2. Status of Federal Action:**	**3. Report Type:**
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. Bid/Offer/Application b. Initial Award c. Post-award	☐ a. Initial/Filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier_____, *if known* **Congressional District**, *if known*	**5. If Reporting Entity in No. 4 is Subawardee, enter name and Address of Prime:** **Congressional District**, *if known*
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*
8. Federal Action Number, if known:	**9. Award Amount, if known:** **$**
10. a. Name and Address of Lobbying Entity: *(if individual, last name, first name, MI)* (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):* $_____ ☐ actual ☐ planned	**12. Form of Payment** *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature_____ value _____

13. Type of Payment *(check all that apply):*

☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ 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: ☐ **Yes** ☐ **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:** _____

Approved By OMB
0348-0046

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

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.

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

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:

Twenty five thousand Dollars $ 25,000.00

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.

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

CONTRACT (Capital Improvement)

(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. _____

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

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 12/12/2023)

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 person, firm, 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, films or corporations combining any equipment, personnel or finances for the purpose of submitting a single bid.
44. Laboratory - The testing laboratory of the Contracting Authority, or any other testing laboratory which may be designated or approved by the Engineer.
45. Lands Acquired for the Work - The land area, reserved or secured by the Contracting Authority, upon which to construct the work, or where to obtain material therefrom.
46. Major Item of Work - Any contract item (Pay item) for which the original contract amount plus authorized additions is more than 10% of the total original contract sum or $50,000, whichever is less.
47. Materials - Any substances specified for use in the construction of the project and its appurtenances.
48. Notice to Bidders - That portion of the contract documents, prepared and furnished by the Contracting Authority for the information of bidders submitting proposals, which notice specifies provisions, requirements, and instructions pertaining to the method, manner, and time of submitting bids.
49. Notice to Proceed - Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.
50. Official Publications - The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have been published in accordance with the statutes relating to them. Official publications area by statutes vested with all of the force and effect of contract obligations.
51. Owner - The state of Iowa, acting through the Iowa Department of Natural Resources as constituted under the laws of the state of Iowa.
52. Performance Bond - The bond executed by the Contractor and its surety in favor of the owner, guaranteeing the faithful performance of the contract and the payment of all debts pertaining to the work.
53. Plans (or Drawings) - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, including modifications, altered plan, revisions, and amendments, which show the locations characters dimensions, and details of the work to be done.
54. Project - One or more correlated improvements which constitute the complete improvement of a designated park, recreational reserve, state monument, lake, reserve, game area, fish hatchery, parkway, or other area under jurisdiction of the Department of Natural Resources.
55. Project Engineer - The representative of the Department of Natural Resources, regardless of actual title, directly in change of the work.
56. Proposal - The formal offer of a bidder, 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 the proposal for a project(s), as guaranty the bidder 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 Economic Development Authority.
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 proceeds 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 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 of 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 state the following: Project Number, Project Title, and the Bid Date. 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 retailer’s 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 Section423 , the DEPARTMENT will issue a Sales Tax Exemption Certificate to the CONTRACTOR, and each approved subcontractor, 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 purchased 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 that does 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 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 contract, 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 to the Contractor after award of the contract. One executed copy of the bond must be returned to the Department 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 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 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 Iowa Economic Development Authority 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 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 contractor, 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. Original submissions of proposal guaranties will be returned to the unsuccessful bidders 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 twenty-five thousand ($25,000.00) 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 on the standard form provided bythe Contracting Authority.. 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 Iowa Economic Development Authority 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 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 awardherein 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 ith 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 considers 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 Authorityshall 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 errors or unforeseen contingencies.

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 event 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, a competent superintendent as its agent, 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 ensure 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 the 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 to be 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 distances, 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, bogy, 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 effect 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 73A 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 73A 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 Contractor's 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 325A, 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 - $500,000.00
Each occurrence - $750,000.00
Property Damage Insurance
Each occurrence - $500,000.00

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 addition,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 provide at his own expense, such security guards as are necessary to protect equipment and to maintain proper lighting. Security guards that may be necessary for the protection of the public shall be provided by the contractor on written order from the Engineer.

D. Whenever the work is under the Contractor's control, the Contractor shall be held responsible for any damage to the newly completed portions of the work resulting from public misuse.

1107.09 USE OF EXPLOSIVES

A. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property. The Contractor shall be responsible for all damage resulting from use of explosives.

B. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and in quantities maintained at a practical minimum. Storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided, satisfactory to the Engineer and, in general, not closer than 1,000 feet from the road or from any building, camping area, or place of human occupancy.

C. The Contractor shall notify each public utility company, having structures in proximity to the site of the work, of the intent to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

1107.10 PROTECTION AND RESTORATION OF PROPERTY

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

1107.12 RESPONSIBILITY FOR DAMAGE CLAIMS

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

B. Responsibility of the Contractor for providing warning devices, required by 1107.08 to avoid damages or injuries on any portion of the work covered by the contract, shall not cease until the work on such portion has been released by the Engineer.
   1. A release shall be construed to mean a written statement by the Engineer to the effect that the Contractor may cease to maintain barriers and lights, that the work may be opened to the public and that the Contractor is relieved of further maintenance of that portion of the work. Such release shall not constitute an acceptance of the work.

C. The Contractor's responsibility for maintenance of lights on any individual structure shall cease upon final acceptance of such structure, or when specifically released in writing by the Engineer.

1107.13 OPENING OF SECTION OF CONSTRUCTED WORK TO THE PUBLIC

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

B. The above provisions relating to a release by the Engineer will be applicable only to those portions, parts, or features of the contract for which the Engineer has furnished to the Contractor a written release.

1107.14 CONTRACTOR'S RESPONSIBILITY FOR WORK

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

1107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

A. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense,

loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

B. The Contractor shall cooperate with owners of underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

C. In the event of interruption to water or utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in restoration of service.
   1. If water service is interrupted, repair work shall be continuous until service is restored.
   2. No work shall be undertaken around fire hydrants until provision for continued service has been approved by the local fire authority.

1107.16 PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

1107.17 NO WAIVER OF LEGAL RIGHTS

A. The Contracting Authority shall not be precluded or stopped by any measurement, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not, in fact, conform to the contract.

B. The Contracting Authority shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of his contract.

C. Neither acceptance by the Contracting Authority, or any representative of the Contracting Authority, nor any payment for or acceptance of the whole or part of the work, nor any extension of time, nor any possession taken by the Contracting Authority, shall operate as a waiver of any portion of the contract, or for any power herein reserved, or any right to damages herein provided. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

PART 1108. PROSECUTION OF PROGRESS

1108.01 SUBLETTING OF CONTRACT

A. 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 be 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 do 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 cost's 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 starting the condition that is accepted.
2. The Contracting Authority shall give such notice promptly after discovery of the condition. All such defective or non-comforming 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 predetermined0, 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 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 Engineer 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% 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 contact 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 case 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 article 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 of 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 1ncorporate 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 I slander** (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 M inority 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 what 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 EM PLOYM ENT OPPORTUNITY CONSTRUCTI ON CONTRACT SPECI FICATIONS (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 form 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 form 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.

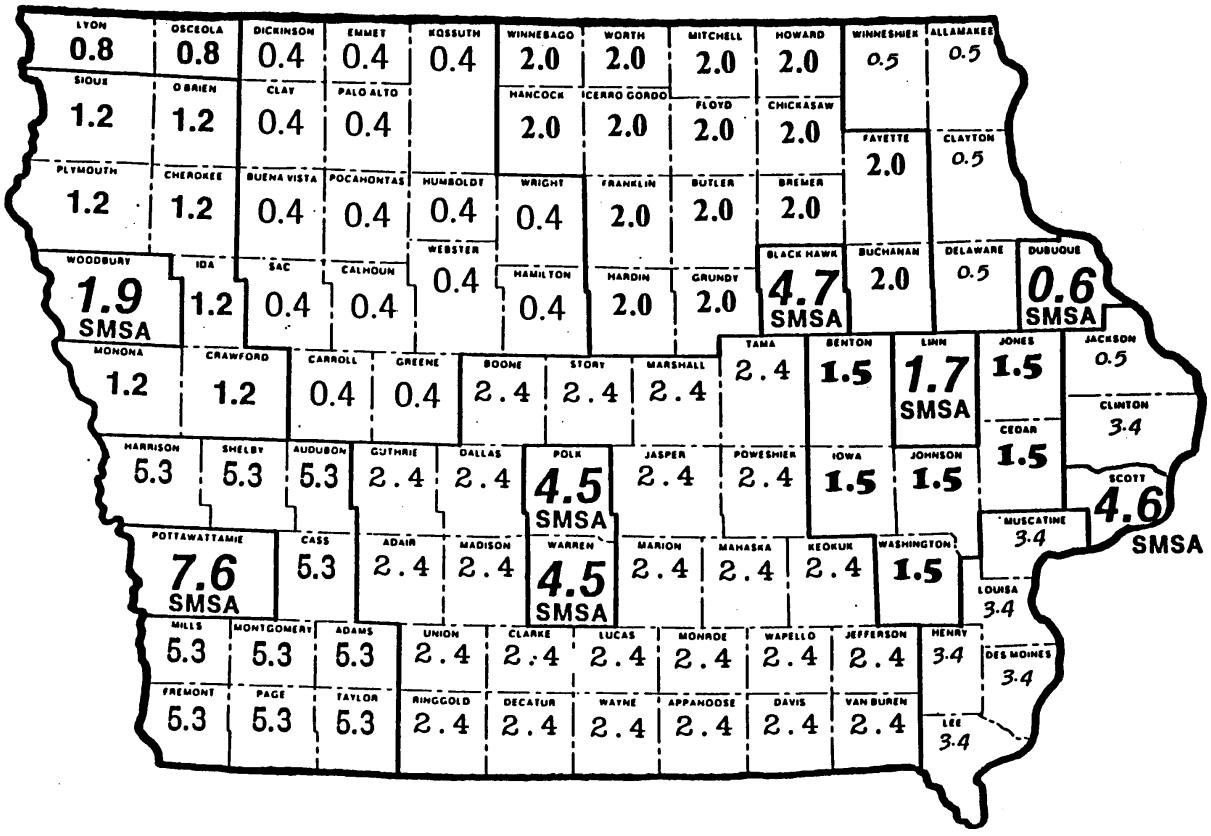
N. Nothing herein provided shall be construed as a limitation upon the application of other Iowa which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

VI. SUPPLEM ENTAL REPORTING REQUIREM ENTS.

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. (Tel. (515) 217-0875)

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 5O8 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 are in compliance 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 “Lodge Repairs”, Project Number 23-03-17-03. Drawings and Specifications are dated August 2025.
   2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
      a. The lodge renovation is one of 4 buildings being renovated in 2025-2026 at Clear Lake State Park. The lodge improvements include new resinous flooring in restroom, new restroom fixtures and partitions, restroom remodel to meet ADA compliance requirements, cob blasting and re-finishing existing woodwork, new thermally efficient windows, repaired trim work, replacement or repair of large timber structural members, re-purposing lighting fixtures to function as LED type lighting fixtures, new concrete pad for ADA compliant parking, removal of existing concrete slabs and replacement with new slabs, fireplace brick and chimney stone repairs, new roof gutter system, kitchen renovation with new millwork and appliances, and installation of mini-split HVAC system.

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

1.04 MEASUREMENT AND PAYMENTS:

A. Measurements and payments shall be in accordance with Section 01250 of these specifications.

B. Before ordering any fabricated material or doing any work, verify all measurements at the project site. No additional compensation will be allowed because of difference between actual dimensions and the measurements indicated on the drawings. Report any difference immediately to the DNR for instructions before proceeding with the work.

1.06 COORDINATION:

A. Project Coordination:
   1. Take out and pay for any building permit which may be required, secure and pay for all permits, certificates and licenses required to prosecute the work, and arrange and pay for all inspections required by local authorities.
   2. Visit the site, compare the Drawings and Specifications with any work in place, and verify all conditions, including other work, if any, being performed. Failure to visit the site will in no way relieve the Contractor from necessity of furnishing any materials or performing any work that may be required in accordance with Drawings and Specifications.

B. Job Site Administration: Take complete charge of work under this contract. Coordinate the work of all trades and all phases of general, structural, plumbing, mechanical, and electrical work.

1.07 FIELD ENGINEERING:

A. Provide such field engineering services as are required for a proper completion of the work.
   1. Immediately upon entering project site for the purpose of beginning work:
      a. Establish actual project location, set back and side yards, if any, with the DNR Construction Inspector.
      b. Establish and maintain all lines and levels.

B. Additional requirements for field engineering may also be described in other sections of these specifications.

C. Verify all figures shown on Drawings before laying out work and report all discrepancies to the DNR Construction Inspector. Contractor will be held responsible for any error resulting from failure to do so.

1.09 ABBREVIATIONS AND SYMBOLS:

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

AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIA	American Institute of Project Engineers
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
APA	American Plywood Association
ATI	Asphalt Tile Institute
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Project Architectural Wood Work Institute
AWPA	American Wood Preservers' Association
AWS	American Welding Society
CS	Commercial Standard, U.S. Department of Commerce
FGJA	Flat Glass Jobbers Association
FS	Federal Specification
GA	Gypsum Association
IES	Illuminating Engineering Society
MIA	Marble Institute of America
MLMA	Metal Lath Manufacturers Association
MS	Military Specification
MSTD	Military Standard
NAAMM	National Association of Metal Manufacturers, The
NHLA	National Hardwood Lumber Association
NBFU	National Board of Fire Underwriters
NBS	National Bureau of Standards
NEC	National Electric Code of NBFU
NFPA	National Fire Protection Association
NLMA	National Lumber Manufacturers Association
NTMA	National Terrazzo and Mosaic Association, Inc.,
NWMA	National Woodwork Manufacturers Association
SDI	Steel Deck Institute
SSPC	Steel Structures Painting Council
SCPI	Structural Clay Products Institute
SPR	Simplified Practice Recommendations, U.S. Department of Commerce
TCA	Tile Council of America
UL	Underwriters' Laboratories, Inc.
USA	United States of America Standards Association

1.13 PROJECT MEETINGS:

A. Preconstruction Conference: Soon after award of contract and prior to the start of construction, attend a preconstruction conference with the representative of the Owner to define the requirements for contract administration and construction operation.
   1. Contact the DNR Construction Inspector who will determine the time, date and place of the conference.

B. Progress Meetings: The Contractor or the Contractor's representative shall be available at the job site to meet with the DNR Construction Inspector, as frequently and as arranged during the preconstruction conference, to discuss work progress.

1. Give verbal report of progress, discuss work schedule, and present all conflicts, discrepancies and other difficulties for resolution.

1.16 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

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

B. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have replaced the need.

C. Temporary Utilities: The types of services required may include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; comply with service companies recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
   1. Sanitary Facilities:
      a. Temporary Toilets: When such or permanent facilities do not exist, provide and maintain toilets for use by workers. Keep toilets in sanitary condition.
      b. Temporary toilet facilities shall meet OSHA requirements.

D. Security:
   1. Protection of Work and Property:
      a. Place and maintain such barricades as may be necessary to prevent public access to the project site at no cost to the Owner.

E. Options and Substitutions:
   1. Bid shall include all equipment, materials, and services as specified, noted on the Drawings or required for a complete and proper installation.

1.19 CONTRACT CLOSEOUT:

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

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

END OF SECTION 01000

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 DESCRIPTION OF WORK:

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

B. Additional requirements for field engineering may also be described in other sections of these specifications.

1.03 REFERENCES:

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

1.04 SUBMITTALS:

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

1.05 PROCEDURES:

A. In addition to procedure directed by the Contractor for proper performance of the Contractor's responsibilities:
   1. Locate and protect control points before starting work on the site.
   2. Preserve permanent reference points during progress of the work.
   3. Do not change or relocate reference points or items of the work without specific approval from the DNR Construction Inspector.
   4. Promptly advise the DNR Construction Inspector of a lost, destroyed, or reference point-requiring relocation due to other changes in the work.
      a. When directed by the DNR Construction Inspector, replace referenced stakes at no additional cost to the Owner.

B. Meet with DNR Construction Inspector to establish actual building location, set backs, and side yards, if required.

END OF SECTION 01050

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 LUMP SUM / UNIT PRICE BID:

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

1.03 QUANTITIES:

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

1.04 MEASUREMENT:

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

1.05 SCOPE:

A. Each item in the Bidder's Proposal Schedule of Prices will be paid at the unit or lump sum price. The price for each item shall be considered full compensation for furnishing superintendence, overhead, bonds, insurance, mobilization, testing and profit necessary to complete the construction of the item of the project listed in the Bidder's Proposal.

B. It is not the intent of the Bidder's Proposal to itemize each and every item and system required. Items required for project completion and not specifically mentioned in Bidder's Proposal shall be included with items which they would be considered subsidiary.

1.06 ESTIMATED QUANTITIES:

A. The items and quantities described above, as well as others listed throughout the Contract Documents, are provided for the bidder's review and consideration. The quantities listed herein are not guaranteed by the owner or the Project Engineer to be totally accurate nor to include all items of work. They are provided for the bidder's convenience to assist in the preparation of the bid. The bidder is responsible for preparing his own quantity takeoff and bid preparation.

END OF SECTION 01250

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:

Spec. Section	Item Description	Shop Drawing	Product Data	Samples, Test Results, Certification
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.

END OF SECTION 01700

PART 1 - GENERAL

1.01 SUMMARY:

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

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

1.02 SUBMITTALS:

A. Comply with pertinent provisions of Section 01300.

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

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

1.03 QUALITY ASSURANCE:

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

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS:

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

B. Format:
   1. Size: 8-1/2" x 11"
   2. Paper: White bond, at least 20 lb. weight
   3. Text: Neatly written or printed
   4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
   5. Flysheets: Separate each portion of the manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
   6. Binding: Use heavy-duty plastic or fiberboard covers with 3-ring binders. All binding is subject to the Owner's approval.
   7. Measurements: Provide all measurements in U.S. standard units: feet-and-inches, lbs., and cfm.

C. Provide front and back covers for each manual, using durable Owner's approved material, clearly identified on or through the cover with at least the following information:

   OPERATING AND MAINTENANCE INSTRUCTIONS
   (name and address of work)
   (name of contractor)
   (general subject of this manual)
   (space for approval signature of)
   (the owner and approval date)

D. Contents include at least the following:
   1. Neatly typewritten index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
   2. Detailed list of subcontractors, including address, phone number and product or equipment installed.
   3. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and reassembly.

4. Complete nomenclature of all parts of all equipment.
5. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
6. Copy of all guarantees and warranties issued.
7. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
8. Such other data as required in pertinent sections of these specifications.

PART 3 - EXECUTION

3.01 INSTRUCTION MANUALS:

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

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

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

END OF SECTION 01730

SECTION 031000
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Formwork for cast-in-place concrete, with shoring, bracing and anchorage.

B. Form accessories.

C. Form stripping.

1.02 RELATED REQUIREMENTS

A. Section 032000 - Concrete Reinforcing.

B. Section 033000 - Cast-in-Place Concrete.

C. Section 033523 - Exposed Aggregate Concrete Finishing.

D. Section 051200 - Structural Steel Framing: Placement of embedded steel anchors and plates in cast-in-place concrete.

1.03 REFERENCE STANDARDS

A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).

B. ACI PRC-347 - Guide to Formwork for Concrete; 2014 (Reapproved 2021).

C. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).

D. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Indicate pertinent dimensions, materials, bracing, and arrangement of joints and ties.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with Highways standards of the State of Iowa.

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

A. Provide concrete forms, accessories, shoring, and bracing as required to accomplish cast-in-place concrete work.

B. Design and construct concrete that complies with design with respect to shape, lines, and dimensions.

C. Comply with applicable state and local codes with respect to design, fabrication, erection, and removal of formwork.

D. Comply with relevant portions of ACI CODE-318, ACI PRC-347, and ACI SPEC-301.

2.02 WOOD FORM MATERIALS

A. Plywood: Douglas Fir species; solid one side grade; sound undamaged sheets with clean, true edges.

2.03 FORMWORK ACCESSORIES

A. Form Release Agent: Capable of releasing forms from hardened concrete without staining or discoloring concrete or forming bugholes and other surface defects, compatible with concrete and form materials, and not requiring removal for satisfactory bonding of coatings to be applied.
   1. Do not use materials containing diesel oil or petroleum-based compounds.

B. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.

C. Embedded Anchor Shapes, Plates, Angles and Bars: As specified in Section 051200.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with drawings.

3.02 EARTH FORMS

A. Earth forms are not permitted.

3.03 ERECTION - FORMWORK

A. Erect formwork, shoring and bracing to achieve design requirements, in accordance with requirements of ACI SPEC-301.

B. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads.

3.04 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

3.05 INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Locate and set in place items that will be cast directly into concrete.

B. Coordinate with work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other work.

C. Install accessories in accordance with manufacturer's instructions, so they are straight, level, and plumb. Ensure items are not disturbed during concrete placement.

3.06 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.

B. Clean formed cavities of debris prior to placing concrete.

3.07 FORMWORK TOLERANCES

A. Construct formwork to maintain tolerances required by ACI SPEC-117, unless otherwise indicated.

3.08 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.

B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and to verify that supports, fastenings, wedges, ties, and items are secure.

3.09 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads.

B. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

END OF SECTION

SECTION 032000
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Reinforcing steel for cast-in-place concrete.

B. Supports and accessories for steel reinforcement.

1.02 RELATED REQUIREMENTS

A. Section 031000 - Concrete Forming and Accessories.

B. Section 033000 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).

B. ACI MNL-66 - ACI Detailing Manual; 2020.

C. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

D. ASTM A184/A184M - Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement; 2024.

E. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.

F. ASTM A704/A704M - Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement; 2024.

G. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.

H. CRSI (DA4) - Manual of Standard Practice; 2024.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Shop Drawings: Comply with requirements of ACI MNL-66 Include bar schedules, shapes of bent bars, spacing of bars, and location of splices.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301.

PART 2 PRODUCTS

2.01 REINFORCEMENT

A. Reinforcing Steel Mat: ASTM A704/A704M, using ASTM A615/A615M, Grade 40 (40,000 psi) steel bars or rods, unfinished.

B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type; ASTM A1064/A1064M.
   1. Form: Flat Sheets.
   2. WWR Style: As indicated on drawings.

C. Reinforcement Accessories:
   1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch.
   2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
   3. Provide galvanized components for placement within 1-1/2 inches of weathering surfaces.

2.02 FABRICATION

A. Fabricate concrete reinforcing in accordance with CRSI (DA4) - Manual of Standard Practice.

PART 3 EXECUTION

3.01 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.

B. Maintain concrete cover around reinforcing as follows:
   1. Slabs on Fill: 1.5 inch.

C. Comply with applicable code for concrete cover over reinforcement.

END OF SECTION

SECTION 033000
CAST-IN-PLACE CONCRETE

PART 2 PRODUCTS

END OF SECTION

SECTION 033523
EXPOSED AGGREGATE CONCRETE FINISHING

PART 2 PRODUCTS

1.01 EXPOSED AGGREGATE CONCRETE FINISHING

1.02 ACCESSORIES

END OF SECTION

SECTION 040300
CONSERVATION TREATMENT FOR PERIOD MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Cleaning of existing masonry surfaces.

B. Replacement of existing masonry units.

C. Repair of damaged existing masonry.

D. Raking and repointing of existing mortar joints.

1.02 ABBREVIATIONS AND ACRONYMS

A. NPS: National Park Service, part of U.S. Department of the Interior.

B. TPS: Technical Preservation Services, part of National Park Service.

1.03 DEFINITIONS

A. Aggregates: Sand component of mortar.

B. Biocide: Chemical treatment that inhibits, deters, or controls organic growth.

C. Binder: Component of mortar that binds aggregate particles into a cohesive material.

D. Dispersed Lime Crack Injection: Repair method in which dispersed lime material is injected using a needle or syringe into small cracks ranging in width from hairline to 1/8 inch.

E. Consolidant: Chemical product to strengthen loose or deteriorated stone.

F. Dutchman: Repair method to partially remove deteriorated portion of stone and replace with salvaged or new stone.

G. In situ: Masonry units and mortar remain in place and are restored without removal.

H. Lime Wash: Protective surface treatment comprised of calcium hydroxide particles in suspension in water, along with small amounts of calcium carbonate, silica particles, and other minerals.

I. New Elements: New, nonhistoric materials added to masonry structures to aid in resistance to structural loads or water infiltration.

J. Patching: Use of substitute repair materials to treat damaged or deteriorated masonry units in situ.

K. Repointing: Removal of existing mortar joints to specified depth and replacement with mortar matching color, texture, and performance of original mortar, and with water vapor transmission, bond, hardness, and flexibility compatible with original mortar, tested in accordance with ASTM C1713.

L. Retooling: Chisel is used to recreate surrounding stone texture finish.

M. Surface Treatment: Application of traditional materials or contemporary chemical products to surface of masonry to provide protection to the masonry and mortar or reduce water infiltration.

N. Wall System: Masonry structures comprised of different materials but functioning holistically; restoration and cleaning processes should take into account effects on the adjacent materials and the building as a whole.

O. Saturated Surface Dry (SSD): Condition of masonry after application of water to soak into the capillary pores of the masonry, saturating an area of the masonry, reducing further suction, and allowing surface water to evaporate, leaving the substrate damp but without a surface film of water.

1.04 REFERENCE STANDARDS

A. ASTM C67/C67M - Standard Test Methods for Sampling and Testing Brick and Structural Clay Tile; 2023.

B. ASTM C119 - Standard Terminology Relating to Dimension Stone; 2022.

C. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2025.

D. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.

E. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2024.

F. ASTM C315 - Standard Specification for Clay Flue Liners and Chimney Pots; 2007 (Reapproved 2021).

G. ASTM C568/C568M - Standard Specification for Limestone Dimension Stone; 2022.

H. ASTM C1713 - Standard Specification for Mortars for the Repair of Historic Masonry; 2023.

I. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

J. ASTM C 1283 - Standard Practice for Installing Clay Flue Lining

1.05 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
   1. Require attendance of parties directly affecting work of this section.
   2. Review installation conditions, procedures, and coordination with related work.

1.06 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on cleaning compounds.

C. Shop Drawings: Indicate setting details of stone. Detail shoring.

D. Repointing Schedule: Detailed schedule of areas to be repointed, including assessment of the problem areas and detailed description of repointing procedures. Include the following:
   1. Results of analysis of existing and repair mortar types and colors.
   2. 'Before' photos of areas to be repointed.

E. Manufacturer's Instructions: For cleaning materials, indicate special procedures, conditions requiring special attention.

F. Restorer's qualification statement.

G. Mortar testing agency qualification statement.

1.07 QUALITY ASSURANCE

A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed masonry restoration and cleaning work. Include the following:
   1. Description of dust containment methods.
   2. Description protection of surrounding construction and landscaping.
   3. Description of sequencing, work procedures, materials, and tools proposed for each conservation treatment.
   4. Description of selection methods for deconstruction of individual masonry units and tools and methods for cleaning the masonry for reuse.
   5. Description of removal of deteriorated mortar joint.
   6. Description of matching of repair material and compatibility with historic materials.
   7. Description of periodic and final cleaning of masonry surfaces.

B. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.

C. Mortar Testing Agency Qualifications: Independent firm specializing in performing analysis of historic masonry mortar.

1.08 MOCK-UPS

A. See Section 014000 - Quality Requirements for additional requirements.

B. Restore and repoint existing masonry wall defined as follows and on drawings. Include mortar, accessories, wall openings, and flashings.
   1. Masonry Removal and Replacement: Remove masonry and replace to match existing dimensions and texture, unless indicated otherwise. Size shall represent typical conditions.
      a. Set FOUR masonry unit in same location; match joint width and bond pattern, using mortar specified.

C. Approved restoration mock-up areas, including results of procedures employed, will remain and become the quality standard for work of this section.

1.09 DELIVERY, STORAGE, AND HANDLING

A. Deliver masonry neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

1.10 FIELD CONDITIONS

A. Cold and Hot Weather Requirements for Masonry Work: Comply with requirements of TMS 402/602.

PART 2 PRODUCTS

2.01 CLEANING MATERIALS

A. Cleaning Agent: Detergent type.

B. Poultice Materials: Commercially available or custom-prepared materials that adhere to and peel off paint or other coatings without damaging underlying masonry,
   1. Manufacturers:
      a. PROSOCO; _____: www.prosoco.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

2.02 MORTAR MATERIALS

A. Hydraulic Hydrated Lime(Stone Masonry):
   1. Manufacturers:
      a. Otterbeinusa; _____: www.otterbeinusa.com/#sle.
      b. Preservation Works, LTD; _____: www.preservationworks.us/#sle.
      c. Saint Astier; _____: www.stastier.com/#sle.
      d. U.S. Heritage Group, Inc; _____: usheritage.com/#sle.
      e. Substitutions: See Section 016000 - Product Requirements.

B. Hydrated Lime: ASTM C207, Type S(Stone Masonry).

C. Refractory Mortar(Fire Brick): ASTM C199; color required to match approved color sample.
   1. Calcium Aluminate Type for outdoor fire brick
   2. Manufacturers:
      a. Tenon;[____]: www.tenonsolutions.com/#sle.
      b. Substitutions: See Section 016000-Product Requirements.

D. Water: Clean and free of oils, acids, alkalies, salts, organic materials, or other substances that are deleterious to mortar or metal it comes in contact with.

E. Sand: ASTM C144.

F. Mortar Mixing:
   1. General Requirements:
      a. Do not use modern additives unless permitted in writing by Architect.
      b. Match the historic mortar in color, texture, and tooling.
   2. Mortar for Flue Fire Brick and Mantle Brick Repointing:
      a. Use refractory mortars.
   3. Mortar for Stone:
      a. Use lime and sand mortars with compressive strength approximately 1/3 of compressive or crushing strength of stone units.

b. Do not use portland cement mortars withouit Architects prior approval.

2.03 STONE PATCHING MATERIALS

A. Fine-Grained Stone: Products and materials designed for mixing with stone aggregate for patching fine-grained natural stone, including granite, marble, and honed-finish limestone.

B. Patching Compound: Two-component, exterior grade, clear, tintable knife-grade gel.
   1. Manufacturers:
      a. Bonstone Materials Corporation; _____: www.bonstone.com/#sle.
      b. Cathedral Stone Products, Inc; _____: www.cathedralstone.com/#sle.
      c. Edison Coatings, Inc; _____: www.edisoncoatings.com/#sle.
      d. U.S. Heritage Group, Inc; _____: www.usheritage.com/#sle.
      e. Substitutions: See Section 016000 - Product Requirements.
   2. Cured Properties:
      a. Cohesive Tensile Strength: 313 psi minimum, tested in accordance with ASTM D638.
      b. Cohesive Compressive Strength: 313 psi minimum, tested in accordance with ASTM D695.
      c. Adhesive Shear Strength: 313 psi minimum, tested in accordance with ASTM D905.
      d. Cohesive Tensile Elongation At Break: 14.9 percent minimum, tested in accordance with ASTM D638.

PART 3 EXECUTION

3.01 PERIOD TREATMENT, GENERAL

3.02 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.03 EVALUATION AND ASSESSMENT

A. Begin masonry work after evaluation and analysis of areas to be repaired are completed including, but not limited to, sampling and testing of the existing mortar to determine its composition and qualities.

B. Do not start repairs until conditions causing masonry deterioration have been identified.

3.04 PREPARATION

A. Protect other elements from damage that may result from restoration procedures.

B. Carefully remove and store identified items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion of restoration work.

C. Protect nonrestoration areas from restoration areas to prevent damage.

D. Mask or cover adjacent surfaces and permanent equipment. Secure coverings without using nails and without tape that leaves residue. Do not use impervious sheeting which produces condensation.
   1. Use materials that will withstand cleaning and restoration procedures.

E. Cover existing landscaping within work areas with tarpaulins or similar covers during work periods.
   1. Provide coverings that allow plants to breathe.
   2. Set scaffolding and ladder legs away from plants. Request and receive approval from Owner for plant pruning necessary to conduct conservation treatment operations.

F. When using liquid cleaning methods, provide drainage devices to prevent runoff over adjacent surfaces, unless those surfaces are impervious to damage from runoff.

G. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.05 INSTALLATION

A. Do not mix or apply materials when the ambient temperature or humidity are outside of range recommended by their manufacturers.

B. Schedule conservation treatments to be carried out during appropriate environmental conditions to avoid weather-related failures.

3.06 REPAIR

A. Stone Masonry Unit Patching: Patch units indicated on drawings.
   1. Mortar Mixes:
      a. Mask off areas to be kept free of mortar.
      b. Mix materials in proportions specified for each coat.
      c. Wash prepared surface with water and a soft brush.
   2. Patching Compound:
      a. Mask off areas to be kept free of compound.
      b. Mix components as recommended by manufacturer.
      c. Apply with trowel or similar implement into and over area to be repaired.

3.07 MASONRY UNIT REPLACEMENT

A. Cut out damaged and deteriorated masonry to prevent damage to adjacent materials.

B. Support structure as necessary prior to cutting out units.

C. Cut away loose or unsound, adjoining masonry as directed.

D. Build in new units for new work as specified in other sections.

E. Mortar Mix: Color and proportion to match existing.

F. Ensure that anchors are correctly located and built in.

G. Install built-in masonry work to match and align with existing, with joints and coursing true and level, faces plumb and in line. Build-in all openings, accessories, and fittings.

3.08 REPOINTING

A. Cut out loose or disintegrated mortar in joints to minimum 1/2-inch depth or until sound mortar is reached.

B. Use hand tools only. Do not use power tools.

C. Exercise appropriate caution to prevent damage to existing masonry.

D. When cutting is complete, remove dust and loose material with air jet.

E. Premoisten joints and apply pointing mortar. Pack tightly in maximum 1/4-inch layers. Form a smooth, compact concave joint to match existing.

F. Moist cure for 72 hours.

3.09 RESTORATION CLEANING

A. Preclean surfaces and remove large particles with wood scrapers or nonferrous wire brush.

B. Preparatory Exterior Masonry Cleaning: Use safe spray pressures for each type of item to be cleaned.
   1. Account for use of detergent and abrasives in cleaning solutions when setting pressure and flow of spray.
   2. Use low-pressure spray at 100 to 400 psi and 4 to 6 gpm flow rate for cleaning _____.
   3. Use medium-pressure spray at 400 to 800 psi and 4 to 6 gpm rate for rinsing.

C. Restoration Cleaners:
   1. Do not use acidic chemical cleaners on limestone, marble, concrete, or other calcareous masonry materials.

2. Apply detergent type restoration cleaner on stone type masonry using brush or roller in accordance with manufacturer's instructions.
3. Allow sufficient time, as recommended by manufacturer, for solution to remain on masonry.

D. Restoration Poultices:
1. For poultices requiring mixing with water, comply with manufacturer's instructions for desired troweling consistency.
2. Apply poultice to surface with plasterer's trowel or paste extrusion equipment. Apply a uniform 1/4-inch coating.
   a. Cover poultice area with film recommended by manufacturer. Remove air pockets and ensure smooth overall adhesion. Press the film against poultice and tape or seal edges.
3. Leave poultice on masonry surface for time period recommended by manufacturer. In extreme humidity, adjust time as recommended by manufacturer. Trial testing may be required to determine the most effective dwell time.
   a. Remove film. If still wet, let poultice dry for additional 2 to 4 hours. Drying times may vary with environmental conditions such as temperature, wind, and humidity.
4. Remove poultice and dissolved staining matter as recommended by manufacturer. Remove as much poultice residue from the surface as possible.

E. Washing or Rinsing Vertical Surfaces:
1. Rinse from the bottom up with potable water applied at 600 psi and at a rate of 6 gpm through a 15 to 45 degree fan spray tip.
   a. Heat water to between 150 and 180 degrees F.
   b. Use adjustable equipment capable of reducing water pressure and flow rate as needed for sensitive surfaces.
   c. Rinse with water and pressure sufficient to flush restoration cleaner and dissolved soiling from the masonry surface and surface pores without damaging masonry. Do not leave cleaning procedure residues on masonry.

3.10 CLEANING

A. Remove stains, efflorescence, or other excess resulting from the work of this section. Do without delay to avoid penetration and setting.

B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.

C. Clean surrounding surfaces.

END OF SECTION

SECTION 050300
CONSERVATION TREATMENT FOR PERIOD METALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Restoration cleaning of metal surfaces.

B. Repair of damaged metal elements.

C. Replacement of metal elements.

D. Refinishing of metal surfaces.

1.02 DEFINITIONS

A. Filler: Product to strengthen loose or deteriorated metal.

B. In situ: Repair procedure in which metal elements remain in place and are restored without removal from the system they are a part of.

C. New Elements: New, nonhistoric materials added to metal structures to aid in resistance to structural loads or resist water infiltration.

D. Patch: Use of substitute repair materials to treat damaged or deteriorated metal.

E. Patina: Color of the surface of metal caused by natural weathering or application of chemicals.

1.03 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM A29/A29M - Standard Specification for General Requirements for Steel Bars, Carbon and Alloy, Hot-Wrought; 2023.

C. ASTM A47/A47M - Standard Specification for Ferritic Malleable Iron Castings; 1999, with Editorial Revision (2022).

D. ASTM B36/B36M - Standard Specification for Brass Plate, Sheet, Strip, and Rolled Bar; 2023.

E. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings; 2017.

F. ASTM B138/B138M - Standard Specification for Manganese Bronze Rod, Bar, and Shapes; 2011 (Reapproved 2017).

G. ASTM B248 - Standard Specification for General Requirements for Wrought Copper and Copper-Alloy Plate, Sheet, Strip, and Rolled Bar; 2022.

H. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2022.

I. ASTM B584 - Standard Specification for Copper Alloy Sand Castings for General Applications; 2022.

J. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product data.

C. Manufacturer's Instructions: For cleaning materials, indicate special procedures and conditions requiring special attention.

1.05 QUALITY ASSURANCE

A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed metal restoration and cleaning work. Include the following:

1. Description of methods for deconstruction of individual metal items and tools and methods for cleaning for reuse.

2. Description of methods and approach for assuring repair materials match and are compatible with historic materials.
3. Description of methods and approach to periodic and final cleaning of metal surfaces.

PART 2 PRODUCTS

2.01 METAL MATERIALS FOR REPLICATION OR REPRODUCTIONS

A. Wrought Iron Components: ASTM A29/A29M.

B. Bronze Components: ASTM B138/B138M.
   1. Bronze Finish: Match existing finish.

2.02 SEALANTS

A. Replacement for Existing White Lead Paste Caulk: Polyurethane sealant; ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.

2.03 CLEANING MATERIALS

A. Statuary Bronze Cleaning and Oiling: Use combination of materials to remove dirt, and, if indicated, dissolve existing lacquer. Apply protective coating of oil.

B. Cleaning Agent: Detergent type.

C. Oil: Solution of 5 ounces of lemongrass essential oil mixed with one gallon of mineral oil.

D. Cloth: Clean cotton waste.

2.04 LACQUER REMOVERS

A. Lacquer Remover: Premixed solvent normally used for thinning nitrocellulose lacquers.
   1. Manufacturers:
      a. Axalta Coating Systems; _____: www.dupont.com/#sle.
      b. Crown Paint Company; _____: www.crownpaintok.com/#sle.
      c. Minwax Company; _____: www.minwax.com/#sle
      d. Substitutions: See Section 016000 - Product Requirements.

2.05 RUST CONVERSION MATERIALS

A. Rust Converting Agent: Proprietary water-based rust conversion formulation combined with unpigmented latex metal primer.
   1. Application Method: Brush.

2.06 REFINISHING MATERIALS

A. Patina: Aqueous solution of ammonium chloride prepared by the restorer.

B. Lacquer:
   1. Protective Coating for Copper Alloys: Thermoplastic acrylic air-dry coating.

PART 3 EXECUTION

3.01 PERIOD TREATMENT, GENERAL

3.02 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.03 PREPARATION

A. Protect surrounding elements from damage from restoration procedures.

B. Remove and store removable items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion of restoration work.

C. Cover existing landscaping within work areas with tarpaulins or similar covers during work periods.

D. When using liquid cleaning methods, install drainage devices to prevent runoff over adjacent surfaces, unless those surfaces are impervious to damage from runoff.

E. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.04 REPAIR

A. General: Perform repairs in properly equipped fabrication facility or in situ, in accordance with Conservation Treatment Quality Control Plan and mock-up.
   1. Match repair method to condition of the element and applicability to the element's metal composition.
   2. Exercise care during dismantling of brittle elements, especially during cold weather.
   3. Complete the repair procedures by preparing surfaces for application of specified finishes.

3.05 GENERAL REQUIREMENTS FOR RESTORATION CLEANING

A. Perform in situ cleaning and rinsing of exterior elements only during daylight hours.

B. Perform in situ cleaning and rinsing of interior elements with adequate artificial lighting.

3.06 CAST IRON RESTORATION CLEANING

A. Removal of Rust: Use techniques least likely to damage cast iron elements. Test effectiveness of proposed techniques on a small area prior to determining appropriateness of their use.
   1. Hand scrape and remove loose rust chips using a wire brush. Apply sufficient pressure to remove rust, but avoid scoring the metal surfaces or damaging detail components of the element.

3.07 COPPER ALLOY RESTORATION CLEANING

A. Preclean surfaces and remove large particles with nonferrous brush.

3.08 REMOVAL OF EXISTING COATINGS

A. Remove existing coatings. Observe remover manufacturer's instructions. Leave metal in a clean, chemical-free, pH neutral condition free of residue.

3.09 CHEMICAL PATINATION FOR COPPER ALLOYS

A. Cleaning: Use a metal cleaner and degreaser recommended by patina chemicals manufacturer.

B. Patination: Use only approved materials and methods to achieve required coloration range.
   1. Apply with brush, sponge, rag, or spray, as appropriate to element being refinished.
   2. Allow for chemical reaction for time period recommended by manufacturer.

3.10 APPLICATION OF PROTECTIVE COATINGS FOR COPPER ALLOY

A. Prepare and clean substrates in accordance with coating manufacturer's instructions.

B. Apply clear protective lacquer coating within four hours of cleaning where indicated.
   1. For exterior elements, do not apply in inclement weather or when RH exceeds 60 percent.
   2. Use conventional spray equipment.
   3. Apply first coat in a thin mist. Allow to dry 30 minutes, minimum.
   4. Apply four additional wet coats, allow 30 minutes, minimum, drying time between each coat.

3.11 IN SITU RESTORATION

A. Do not mix or apply materials or products when ambient temperature or humidity are outside of range recommended by their manufacturers.

B. Schedule conservation treatments to avoid weather-related failures.

3.12 REINSTALLATION OF REPAIRED ELEMENTS

A. Separate dissimilar metals to prevent corrosion by galvanic action by painting contact surfaces with primer or with sealant or tape recommended by manufacturer for the purpose.

B. Reinstall.

3.13 FINAL CLEANING

A. Remove stains resulting from the work of this section without delay.

B. Clean surrounding surfaces.

END OF SECTION

SECTION 060300
CONSERVATION TREATMENT FOR PERIOD WOOD

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Repair of damaged wood components.

B. Replacement of damaged wood components.

C. Removal of existing wood finishes and refinishing.

1.02 RELATED REQUIREMENTS

A. Section 099113 - Exterior Painting.

B. Section 099123 - Interior Painting.

C. Section 099300 - Staining and Transparent Finishing.

1.03 DEFINITIONS

A. Consolidant: Chemical product to strengthen loose or deteriorated wood.

B. Dutchman: Repair method in which deteriorated wood component is removed in part and replaced with salvaged, harvested, or new wood.

C. In situ: Repair procedure in which wood elements and components remain in place and are repaired without removal from the system they are a part of.

D. New Elements: New, nonhistoric materials added to wood structures to aid in resistance to structural loads or water infiltration.

E. Patch: Use of substitute repair materials to treat damaged or deteriorated components in situ.

F. Surface Treatment: Application of traditional materials or contemporary chemical products to the surface of wood components to provide protection and reduce water infiltration.

1.04 REFERENCE STANDARDS

A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

C. AWPA U1 - Use Category System: User Specification for Treated Wood; 2025.

D. NELMA (SGR) - Standard Grading Rules for Northeastern Lumber; 2024.

E. NHLA G-101 - Rules for the Measurement and Inspection of Hardwood and Cypress; 2023.

F. SPIB (GR) - Standard Grading Rules; 2021.

G. WWPA G-5 - Western Lumber Grading Rules; 2025.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
   1. Require attendance of parties directly affecting work of this section.

1.06 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on cleaning compounds.

C. Shop Drawings: Indicate details of replacement units. Detail shoring and _____.

D. Manufacturer's Instructions: For cleaning materials, indicate special procedures and conditions requiring special attention.

E. Conservation treatment quality control plan.

F. Restorer's qualification statement.

1.07 QUALITY ASSURANCE

A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed wood restoration work. Include the following:
   1. Description of methods of protecting surrounding construction and landscape features.
   2. Description of sequencing, work procedures, materials, and tools proposed for each type of conservation treatment.
      a. Effects of weather variations on sequencing, construction schedule, and protection of completed work.
   3. Survey of original wall layout and datum points and plumb lines for rebuilding wood framing.
   4. Description of methods for shoring and providing a safe working environment.
   5. Description of methods for select deconstruction of individual wood components and methods for cleaning these for reuse.
   6. Description of methods and approach for assuring repair material matching and compatibility with original materials.
   7. Description of deteriorated wood framing removal including equipment, approach, and methodology for reconstruction using replacement framing.

B. Grading Agency: Certified by ALSC; www.alsc.org.

C. Restorer Qualifications: Company specializing in period wood restoration with minimum five years of documented experience.

1.08 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
   1. Store replacement wood components for interior elements in conditioned, indoor space.

PART 2 PRODUCTS

2.01 REPLACEMENT ROUGH CARPENTRY MATERIALS

A. Sizes: Nominal sizes as indicated on drawings, S4S.

B. Moisture Content: S-dry or MC19.

C. Lumber and timbers salvaged from deconstruction of existing buildings or structures are permitted in lieu of sustainably harvested lumber, clean, without nails, and free of paint and finish materials and other contamination; identify source.
   1. Where used for structural applications, provide wood regraded by grading agency.

2.02 REPLACEMENT FINISH CARPENTRY MATERIALS

A. Wood or Wood-Based Materials:

B. Lumber Materials:

C. Quality Standard: Items fabricated in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 12, unless noted otherwise.

D. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.

E. Exterior Finish Carpentry Items: Matching existing elements.
   1. Window Casings and Moldings: Prepare for transparent finish.
   2. Siding and Exterior Trim: Prepare for opaque finish.
   3. Soffits and Fascias: Prepare for transparent finish.

F. Interior Finish Carpentry Items: Matching existing elements.
   1. Moldings, Bases, Casings, and Miscellaneous Trim: Prepare for transparent finish.
   2. Window Sills: Prepare for transparent finish.

G. Stile and Rail Paneling: Matching existing elements.
   1. Stiles and Rails: 3/4 inch.

2. Joints: Fastened with dowels or biscuits.
3. Panels: Flat.
4. Finish: Transparent, field finished.

2.03 CLEANING MATERIALS

A. Cleaning Agent: Detergent type.

B. Cleaning Agent: 0.5 lb of sodium hydrosulfite mixture to one gallon of water.

2.04 MOLD REMOVAL MATERIALS

A. Commercial Mold Removal Agent: Biodegradable, nontoxic, neutral pH formulation of surfactants and 7.5 percent hydrogen solution as active components.

2.05 FACTORY WOOD TREATMENT

A. Preservative Pressure Treatment: AWPA U1, Use Category UC3B Above Ground Exposed, Commodity Specification.

B. Preservative Pressure Treatment: AWPA U1, Use Category UC4B Ground Contact Heavy Duty, Commodity Specification.

C. Moisture Content: Kiln dry after treatment to 19 percent, maximum.

D. Do not use lumber or plywood treated with chromated copper arsenate (CCA) in exposed exterior applications subject to leaching.

2.06 WOOD REPAIR MATERIALS

A. Source Limitations: Obtain compatible consolidants and patching and filling compounds from single manufacturer.

B. Manufacturers:
1. Abatron; _____: www.abatron.com/#sle.
2. Conserve Epoxy; _____: www.conservepoxy.com/#sle .
3. Protective Coatings Company; _____: www.pcepoxy.com/#sle.
4. Substitutions: See Section 016000 - Product Requirements.

C. Consolidants:
1. Water Based: Single-component, low-viscosity adhesive to penetrate and restore deteriorated wood.
   a. Primer for patching and filling compounds.
2. Epoxy Based: Two-component clear epoxy liquid system to penetrate and restore deteriorated wood.
   a. Products:
      1) Abatron; LiquidWood: www.abatron.com/#sle.
      2) Substitutions: See Section 016000 - Product Requirements.

D. Patching and Filling Compounds:
1. Epoxy Based: Two-part, adhesive system designed to fill voids in wood and be painted, stained, sawed, nailed, planed, sanded carved, and machined like wood.
   a. Products:
      1) Abatron; WoodEpox: www.abatron.com/#sle.
      2) Substitutions: See Section 016000 - Product Requirements.

PART 3 EXECUTION

3.01 PERIOD TREATMENT, GENERAL

3.02 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.03 PREPARATION

A. Protect surrounding elements from damage that may result due to performance of restoration procedures.

B. Remove and store removable items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion.

C. Mask or cover adjacent surfaces and permanent equipment. Secure coverings without nails or tapes that leave residue. Do not use impervious sheeting which produces condensation.
   1. Use materials that withstand cleaning and restoration procedures.

D. Cover existing landscaping within work areas with tarpaulins or similar covers during work periods.

E. When using liquid cleaning methods, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.

F. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.04 MOLD REMOVAL

A. Apply removal formulation with foaming sprayer, airless sprayer, HVLP sprayer, pressure sprayer, trigger sprayer, brush, or mop, as required for surfaces being treated.

B. Apply to contaminated elements and allow surfaces to remain wet minimum 10 minutes to allow remover to penetrate, unless otherwise recommended by chemical manufacturer.

C. At areas of heavy, persistent contamination, scrub with stiff bristle brush to accelerate cleaning action and work remover deeper into substrate.

3.05 PRESERVATIVE TREATMENT

A. Comply with manufacturer's written mixing and application instructions.

B. Factory Preservative-Treated Wood: Apply preservative to field-cut surfaces, notches, and drilled holes.

C. Apply preservative to all surfaces of individual pieces before assembly and installation before concealment.

3.06 REPLACEMENT ELEMENT INSTALLATION

A. Match existing elements unless otherwise required for protection of wood materials from the weather and approved by Architect.

B. Maintain continuity of historic architectural fabric.

C. Rough Carpentry Elements:
   1. Set structural members level and plumb.
   2. Provide for erection loads, and temporary bracing to maintain structure safe, plumb, and in true alignment until completion of erection and installation of permanent bracing.
   3. Do not field cut or alter structural members without approval of Architect.

D. Finish Carpentry:
   1. Exterior Elements: Coordinate sequence of reinstallation with period treatment sequences of other exterior elements.
      a. General: Use corrosion-resistant fasteners.
      b. Set and secure materials and components in place, plumb, and level.
      c. Scribe to abutting components, with gaps of 1/32 inch, maximum. Do not use overlay trim to conceal larger gaps.
      d. Siding and Exterior Trim: Install with gap widths between pieces matching adjacent, original construction.
         1) Nails: Stainless steel, high tensile strength aluminum, or hot-dipped galvanized nails with ring or spiral-threaded shanks.
      e. Soffits and Fascia: Fit replacement pieces to remaining elements, with gap widths between pieces matching adjacent, original construction.
      f. Brackets, Finials, and Pediments: Fit replacement pieces to remaining elements, with gap widths between pieces matching adjacent, original construction.
   2. Interior Elements:

a. Do not begin installation until wood materials have been acclimated to interior conditions.
b. Standing and Running Trim: Attach using finishing nails. Set finish nail heads just below the surface of trim.
    1) Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use overlay trim to conceal larger gaps.
    2) Attach using finishing nails. Set finish nail heads just below the surface of trim.
c. Paneling: Fit replacement pieces to remaining elements.
    1) Set and secure materials and components in place, plumb, and level, using concealed fasteners wherever possible.
    2) Where necessary to cut and fit on site, scribe work to abut other components. Do not use overlay trim to conceal gaps.
    3) Set exposed fasteners, fill with wood filler, and finish to match panel finish.

3. Field Finishing: Prepare elements for field finishing.
    a. Preparation: On exposed portions of woodwork remove handling marks or effects of exposure to moisture by sanding exposed surfaces with appropriate grit sandpaper.
    b. Clean before applying sealer or finish.
    c. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.
    d. Field Finishing: Finish woodwork to match appearance of adjacent, restored woodwork.

3.07 REPAIR

A. General: Use corrosion-resistant or nonferrous fasteners. Isolate dissimilar metals from each other.

B. Consolidation: For wood elements indicated on drawings.
    1. Apply consolidant to deteriorated wood by brushing, pouring, or injection, as required.
    2. Repeat applications until wood to be consolidated is saturated.

C. Patching: For wood elements indicated on drawings.
    1. Mix patching compound components and colorants as recommended by manufacturer.
    2. Mask off areas to be kept free of compound.
    3. Apply with putty knife or similar implement into and over areas to be repaired.
    4. Sand, plane, and shape repair area after patch has set for time period recommended by manufacturer.

D. Dutchman Installation: For wood elements indicated on drawings.
    1. Items Requiring Transparent Finish: Use wood of the same species, grade, cut, color, and grain.
    2. Trim and square area of replacement.
    3. Check prepared dutchman piece for proper fit.
    4. Mix adhesive components as recommended by manufacturer.
    5. Spread adhesive thinly on both faces keeping adhesive away from edges to avoid squeezing out.
    6. Press dutchman into place.
    7. Remove excess adhesive at glue line.

END OF SECTION

SECTION 061000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Structural dimension lumber framing.

B. Exposed timber structural framing.

C. Nonstructural dimension lumber framing.

D. Rough opening framing for doors, windows, and roof openings.

E. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.

B. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).

C. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2024, with Errata.

D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2025.

E. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

F. PS 20 - American Softwood Lumber Standard; 2025.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Samples: For rough carpentry members exposed to view, submit two samples, ____by____ inch in size illustrating wood grain, color, and general appearance.

1.04 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

1.05 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Manufacturer Warranty: Provide 2-year manufacturer warranty for materials and workmanship commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
   1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
   2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

2.02 EXPOSED DIMENSION LUMBER

A. Sizes: Nominal sizes as indicated on drawings.

B. Surfacing: S4S.

C. Moisture Content: S-dry or MC19.

2.03 EXPOSED TIMBERS

A. Submit manufacturer's certificate that products meet or exceed specified requirements, in lieu of grade stamping.

B. Moisture Content: Kiln-dry (20 percent maximum).

C. Surfacing: S4S.

D. Species: To match existing species and cut.

E. Grade: Clear Heart Structural.

2.04 ACCESSORIES

A. Fasteners and Anchors:

B. Die-Stamped Connectors: Hot dipped galvanized steel, sized to suit framing conditions.
   1. For contact with preservative treated wood in exposed locations, provide minimum G185 galvanizing complying with ASTM A653/A653M.

C. Sill Gasket on Top of Foundation Wall: 3/8 inch thick, closed-cell plastic foam.
   1. Width: 3-1/2 inches.
   2. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 30 days of weather exposure.

PART 3 EXECUTION

3.01 PREPARATION

A. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.

B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

A. Select material sizes to minimize waste.

3.03 FRAMING INSTALLATION

A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.

B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.

C. Install structural members full length without splices unless otherwise specifically detailed.

D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual, and _____.

E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.

F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.

C. Provide the following specific nonstructural framing and blocking:
   1. Cabinets and shelf supports.
   2. Wall brackets.
   3. Handrails.

4. Grab bars.
5. Towel and bath accessories.
6. Wall-mounted door stops.
7. Chalkboards and marker boards.
8. Wall paneling and trim.
9. Joints of rigid wall coverings that occur between studs.

3.05 TOLERANCES

A. Framing Members: 1/4 inch from true position, maximum.

B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.06 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

END OF SECTION

SECTION 061323
HEAVY TIMBER FRAMING

PART 2 PRODUCTS

1.01 WOOD MATERIALS

A. Wood fabricated from old growth timber is not permitted.

B. Lumber Grading Rules: RIS (GR).

C. Lumber: Stress group ____; _____ species; ____ grade; maximum moisture content of ____ percent.

END OF SECTION

SECTION 062000
FINISH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Finish carpentry items.

B. Wood door frames, glazed frames.

C. Wood casings and moldings.

D. Hardware and attachment accessories.

1.02 RELATED REQUIREMENTS

A. Section 061000 - Rough Carpentry: Support framing, grounds, and concealed blocking.

B. Section 064100 - Architectural Wood Casework: Shop fabricated custom cabinet work.

C. Section 085200 - Wood Windows.

D. Section 099113 - Exterior Painting: Painting of finish carpentry items.

E. Section 099123 - Interior Painting: Painting of finish carpentry items.

F. Section 099300 - Staining and Transparent Finishing: Staining and transparent finishing of finish carpentry items.

G. Section 123530 - Residential Casework: Shop fabricated cabinet work.

1.03 REFERENCE STANDARDS

A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.

B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

D. PS 20 - American Softwood Lumber Standard; 2025.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with plumbing rough-in, electrical rough-in, installation of associated and adjacent components, and _____.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data:
   1. Provide manufacturer's product data, storage and handling instructions for factory-fabricated units.

C. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
   1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).

1.06 QUALITY ASSURANCE

A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.

PART 2 PRODUCTS

2.01 FINISH CARPENTRY ITEMS

A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Exterior Woodwork Items:
   1. Window Casings and Moldings: Softwood; prepare for paint finish.
   2. Soffits and Fascias: Prepare for paint finish.

C. Interior Woodwork Items:

2.02 FASTENINGS

A. Fasteners for Exterior Applications: Stainless steel; length required to penetrate wood substrate 1-1/2 inch minimum.

2.03 ACCESSORIES

A. Adhesive: Type recommended by fabricator to suit application.

B. Wood Filler: Solvent base, tinted to match surface finish color.

2.04 SITE FINISHING MATERIALS

A. Stain Materials: Comply with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

2.05 FABRICATION

A. Shop assemble work for delivery to site, permitting passage through building openings.

B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify adequacy of backing and support framing.

3.02 INSTALLATION

A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.

B. Set and secure materials and components in place, plumb and level.

C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

3.03 PREPARATION FOR SITE FINISHING

A. Set exposed fasteners. Apply wood filler in exposed fastener indentations. Sand work smooth.

3.04 TOLERANCES

A. Maximum Variation from True Position: 1/16 inch.

B. Maximum Offset from True Alignment with Abutting Materials: 1/32 inch.

END OF SECTION

SECTION 077123
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Zinc gutters and downspouts.

1.02 DESIGN REQUIREMENTS

A. Conform to SMACNA - Architectural Sheet Metal Manual; latest edition for sizing components for rainfall intensity determined by a storm occurrence of 1 in 100 years and as required by local building code.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Provide roof plan and roof eave wall sections. Indicate perimeter drain upstand locations, plug-in outlet and downspout locations, configurations, jointing methods, fastening methods, special component locations and installation details.

C. Samples: Submit one fascia bracket, one gutter, and one downspout sample, each 12” long where applicable, illustrating component design, finish, color, size, and configuration.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Stack material restrained vertically. Prevent twisting, bending, or abrasion. Keep dry and provide ventilation.

B. Prevent contact with materials during storage and installation which may cause discoloration, staining or damage.

1.05 WARRANTY

A. Material Only Warranty: provide X-year limited warranty for Titanium-Zinc alloy from original rolling mill manufacturer. Warranty to cover the material quality of the sheet/ coil material used to fabricate sheet metal flashing & trim profiles appropriate for zinc installation.

B. Installation Warranty: provide X-year guarantee covering the proper material or product application preventing failure due to hot-water corrosion, damage due to inappropriate slip sheet, absorptive separation material, or other installer induced failure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Gutters and Downspouts:
   1. RHEINZINK Preweathered Half-round Snap-Lock Gutter System with powder coated aluminum fascia mounting rail and snap-lock brackets.
      a. prePATINA graphite-grey
   2. RHEINZINK-PREPATINA graphite - grey round downspouts. Standard downspout profile to be smooth (without corrugations) with expanded hub ends for clean, tight, friction fit connections.
   3. Substitutions: See Section 016000 - Product Requirements.

2.02 MATERIALS

A. RHEINZINK Gutters: 6” Half-round Profile as indicated on drawings.

B. RHEINZINK Downspouts: 4” smooth plain round profile to fit corresponding gutter size. All downspouts, elbows, offsets and downspout accessories must be high frequency welded.

C. RHEINZINK Plug in Outlets: Funnel inlets at transition between half-round gutter and downspouts.

D. RHEINZINK prefabricated roof drainage accessories:
   1. RHEINZINK 90° Miters: Preformed seamless, inside corner & outside corner
   2. RHEINZINK Half-round Leaf Guard

3. RHEINZINK Gutter End Caps
4. RHEINZINK Drain Tile Extension

E. Anchors and Supports: Sized to suit gutters and downspouts.
1. Anchoring Devices: In accordance with RHEINZINK and SMACNA requirements.
2. Gutter Supports: RHEINZINK Extruded Aluminum Snap-Lock Mounting Rail, RHEINZINK Mounting Rail Straps, and RHEINZINK Cast Aluminum Snap-Lock Brackets
3. Downspout Supports: Prefabricated two piece RHEINZINK Downspout Brackets

F. Fasteners:
1. Galvanized steel or stainless steel wood screws or lag bolts with flat washer for attaching Snap-Lock Mounting Rail
2. RHEINZINK galvanized steel lag bolt for Hidden Downspout Hangers

2.03 ACCESSORIES

A. Solder: 50-50 (lead-tin) low antimony solder.

B. Soldering Flux: ZD-pro by Felder

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work. Notify General Contractor of any conditions unsuitable for gutter installation.

B. Examine fascia board to ensure that substrate alignment is straight, level, & plumb and adequate for fastening to transfer structural loads. Determine if sloped gutter installation is required. Otherwise, provide level or minimal pitch to drain (1/16” per foot) unless otherwise directed by General Contractor.

3.02 INSTALLATION

A. Assemble gutter and bracket to mock-up installation. Adjust gutter height to locate bracket so top of gutter bead aligns with the extension of top of sheathing (projected roof plane) so that snow (where applicable) will slide past the installed gutter system.

B. Adequately screw fascia bracket through fascia board and similarly attach subsequent brackets at spacing not to exceed 32” O.C. or lesser spacing as determined by project architect.

C. Place half-round gutter into bracket supports and snap gutter bead into place. Shingle lap adjacent gutter sections 3/8” (10mm) to drain and solder additional sections of half-round gutter up to a maximum of 49’ of straight unrestrained runs. Provide expansion capability within 25’of any fixed end using expansion joints or sliding joint centered over plug-in outlet locations.

D. Mark plug-in outlet locations of downspouts. Cut elongated oval hole in gutter at gutter low point, slightly smaller than required funnel opening. Bend cut zinc outlet edges down with mallet to provide drip edge transition from gutter to plug-in outlet. Allow space for gutter to move relative to outlet top due to thermal changes.

E. Fit prefabricated gutter plug-in outlet onto gutter at round cut opening. Bend back flanges over watercheck to fit half-round gutter and support plug-in unit. Friction fit installation suggested.

3.03 DOWNSPOUT INSTALLATION

A. Attach elbows beginning at gutter plug-in outlet. Friction fit connections without use of rivets, screws, solder, sealant, or adhesive. Install hanger at offset elbow at wall if concealed hanger is used, otherwise shim clamp below expanded portion of topmost downspout run using half bead. Install all hangers at same height on building. Vary heights at grade location only. Use continuous long lengths. For partial downspout sections, utilize downspout expanding tool attachment with electric drill to form female hub connection.

B. Connect downspouts to perimeter drains and storm sewer system where applicable.

C. For surface drainage, install prefabricated elbow 6” above finish grade for splash block installation by landscape contractor.

3.04 ACCESSORIES INSTALLATION

A. Provide leaf guard accessories to gutter systems as loose fit installations.

3.05 RECYCLING

A. Collect all zinc drop-offs (scrap) and return to local scrap metal recycling facility for current market cash return.

END OF SECTION

SECTION 079200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nonsag gunnable joint sealants.

B. Self-leveling pourable joint sealants.

C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).

B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.

C. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
   1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
   2. List of backing materials approved for use with the specific product.
   3. Backing material recommended by sealant manufacturer.
   4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
   5. Substrates the product should not be used on.
   6. Substrates for which use of primer is required.

C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.

D. Field Quality Control Plan: Submit at least two weeks prior to start of installation.

E. Field Quality Control Log: Submit filled-out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

F. Executed warranty.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

B. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

C. Field Quality Control Plan:
   1. Visual inspection of entire length of sealant joints.

D. Field Adhesion Test Procedures:
   1. Allow sealants to fully cure as recommended by manufacturer before testing.
   2. Have a copy of the test method document available during tests.
   3. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.

1.06 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Nonsag Sealants:
1. Dow; _____: www.dow.com/#sle.
2. Henry Company; _____: www.henry.com/#sle.
3. Pecora Corporation; _____: www.pecora.com/#sle.
4. Sika Corporation; _____: usa.sika.com/#sle.
5. Substitutions: See Section 016000 - Product Requirements.

B. Self-Leveling Sealants:
1. Dow; _____: www.dow.com/#sle.
2. Pecora Corporation; _____: www.pecora.com/#sle.
3. Sika Corporation; _____: usa.sika.com/#sle.
4. Tremco Commercial Sealants & Waterproofing; ____: www.tremcosealants.com/#sle.

2.02 JOINT SEALANT APPLICATIONS

A. Scope:
1. Exterior Joints:
a. Seal open joints except open joints indicated on drawings as not sealed.
2. Interior Joints:
a. Do not seal interior joints indicated on drawings as not sealed.
b. Seal the following joints:
1) Joints between door frames and window frames and adjacent construction.

B. Type ___ - Exterior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
1. Type ___ - Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane traffic-grade sealant.

C. Type ___ - Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
1. Type ___ - Floor Joints in Wet Areas: Nonsag polyurethane non-traffic-grade sealant suitable for continuous liquid immersion.
2. Type ___ - Joints between Tile in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.

D. Interior Wet Areas: restrooms and kitchens; fixtures in wet areas include plumbing fixtures, countertops, cabinets, and other similar items.

2.03 JOINT SEALANTS - GENERAL

A. Colors: As approved by Architect or DNR Field Engineer

2.04 NONSAG JOINT SEALANTS

A. Type ___ - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
1. Color: White.

B. Type ___ - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 35 percent, minimum.
2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
3. Color: Match adjacent finished surfaces.
4. Service Temperature Range: Minus 40 to 180 degrees F.
5. Products:
a. Pecora Corporation; DynaTrol II: www.pecora.com/#sle.
b. Pecora Corporation; DynaFlex: www.pecora.com/#sle.

c. Sika Corporation; Sikaflex-1A: usa.sika.com/#sle.
d. Sika Corporation; Sikaflex-15 LM: usa.sika.com/#sle.
e. Sika Corporation; Sikaflex NP 1: usa.sika.com/#sle.
f. Sika Corporation; Sikaflex NP 2: usa.sika.com/#sle.
g. Tremco Commercial Sealants & Waterproofing; Dymonic 100: www.tremcosealants.com/#sle.

C. Type ___ - Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multicomponent; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface.
1. Movement Capability: Plus and minus 35 percent, minimum.

D. Type ___ - Nonsag Traffic-Grade Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion and traffic without the necessity to recess sealant below traffic surface.
1. Movement Capability: Plus and minus 50 percent, minimum.
2. Hardness Range: 20 to 30, Shore A, when tested in accordance with ASTM C661.
3. Color: Match adjacent finished surfaces.
4. Products:
a. Sika Corporation; Sikaflex-1A: usa.sika.com/#sle.
b. Sika Corporation; Sikaflex NP 1: usa.sika.com/#sle.
c. Sika Corporation; Sikaflex NP 2: usa.sika.com/#sle.

2.05 SELF-LEVELING JOINT SEALANTS

A. Type ___ - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
1. Movement Capability: Plus and minus 25 percent, minimum.

2.06 ACCESSORIES

A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that joints are ready to receive work.

B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

A. Remove loose materials and foreign matter that could impair adhesion of sealant.

B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.

D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

B. Provide joint sealant installations complying with ASTM C1193.

C. Install bond breaker backing tape where backer rod cannot be used.

D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.

E. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.

F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.

C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.

END OF SECTION

SECTION 080300
CONSERVATION TREATMENT FOR PERIOD OPENINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Restoration of existing elements.
   1. Doors.
   2. Door casings and frames.
   3. Windows.
   4. Window casings and frames.
   5. Hardware.

B. Replacement of existing elements.
   1. Wood doors.
   2. Door casings and frames.
   3. Wood windows.
   4. Window casings and frames.

C. Replacement of hardware.

1.02 RELATED REQUIREMENTS

A. Section 099113 - Exterior Painting.

B. Section 099123 - Interior Painting.

1.03 REFERENCE STANDARDS

A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.

B. ASTM D638 - Standard Test Method for Tensile Properties of Plastics; 2022.

C. ASTM D695 - Standard Test Method for Compressive Properties of Rigid Plastics; 2023.

D. ASTM D790 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
   1. Require attendance of parties directly affecting work of this section.
   2. Review installation conditions, procedures, and coordination with related work.

B. Period Treatment Scheduling:
   1. For temporary removal of exterior openings, protect openings against weather intrusion and to maintain interior temperature and relative humidity.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Shop Drawings: Include plans, elevations, sections, and details for replacement elements.
   1. Indicate proposed repair methods.
   2. Indicate component profiles and joinery.
   3. Include installation templates for replacement hardware items.

C. Product Data:
   1. Lumber Products: Species, cut, dimensions, physical and functional characteristics.
   2. Metal Products: Alloy and finish, dimensions, physical and functional characteristics.
   3. Cleaning Compounds and Solutions: Physical characteristics and manufacturer's recommendations.

D. Conservation treatment quality control plan.

E. Restorer's qualification statement.

1.06 QUALITY ASSURANCE

A. Conservation Treatment Quality Control Plan: Prior to commencing work of this section, receive written approval of plan of proposed restoration and cleaning work. Include the following:
   1. Description of sequencing, work procedures, materials, and tools proposed for each type of conservation treatment specified.
      a. Effects of weather variations on sequencing of treatments, construction schedule, and protection of completed work.
   2. Description of methods for deconstruction of individual door and window units and tools and methods for cleaning and refinishing for reuse.
   3. Description of methods and approach for matching materials and compatibility with original materials.

B. Restorer Qualifications: Company specializing in period restoration with minimum five years of documented experience.
   1. Removal of doors and windows and hardware is to be performed by experienced craftspersons who have demonstrated proficiency on historic structures.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Package, deliver, and store wood items to protect from damage and dimensional changes from improper temperature and relative humidity exposure.
   1. For non-climate-controlled interior or exterior applications, deliver to clean area and protect from moisture and direct sunlight.

B. Avoid humidity build-up under coverings. Prevent corrosion of metals and damage to factory-applied painted finishes.

C. Protect factory finished surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

PART 2 PRODUCTS

2.01 METAL MATERIALS

A. Fabrication Methods: Match existing work or submit replacement for Architect approval.

2.02 WOOD MATERIALS

A. Machining: Profile new moldings and shapes to match period items, based on samples provided by Architect.

B. Carpentry Methods: Match those exhibited in existing work.

2.03 REFINISHING MATERIALS

A. Patinas: Chemical solutions to reproduce natural patination process.

B. Lacquers: Protective coatings for metal alloys.

2.04 GLASS MATERIALS

A. Glass: Match opacity, color, pattern and other aesthetic characteristics of existing glass.

B. Braces and Other Accessories: Provide new to match existing.

2.05 OPERATING HARDWARE

A. Door Hardware:
   1. Manufacturers:
      a. Closely match existing hardware. Manufacturer and Model to be approved by Architect..
      b. Substitutions: See Section 016000 - Product Requirements.

B. Window Hardware:
   1. Manufacturers:

a. Closely match existing hardware. Manufacturer and Model to be approved by Architect..
b. Substitutions: See Section 016000 - Product Requirements.

2.06 REPLACEMENT DOORWAYS

A. Custom-fabricate replacement doors to match key features of existing units.
1. Fabricate using same or similar materials.
2. Replicate configuration of stiles, rails, and infill panels.
3. Replicate proportions and profiles of the frame components, door leaf components, exterior trim, and interior trim.
4. Provide weatherstripping that does not significantly change the original appearance of the units.

2.07 REPLACEMENT WINDOWS

A. Custom-fabricate replacement windows to accurately replicate key features of existing units.
1. Fabricate using same or similar materials.
2. Replicate configuration of glass panes.
3. Replicate proportions and profiles of the frame components, sash components, exterior trim, and interior trim.
4. Provide weatherstripping of type that does not significantly change the original appearance of the units.

2.08 BONDING ADHESIVES

A. General: For wood repairing and bonding.

B. Epoxy Adhesive: Two-component, exterior grade, clear, tintable adhesive with gel viscosity.
1. Cured Properties:
a. Tensile Strength: 2,044 psi at 7 days when tested in accordance with ASTM D638.
b. Compressive Strength: 8,182 psi at 7 days when tested in accordance with ASTM D695.
c. Flexural Strength: 9,896 psi at 7 days when tested in accordance with ASTM D790.

2.09 TEMPORARY EXTERIOR OPENING PROTECTION MATERIALS

A. Contractor shall provide temporary protection of exterior openings as required for execution of this work.
1. Select materials whose attachment does not result in unrepairable damage to historic materials.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces to be cleaned and restored are ready for work of this section.

3.02 PREPARATION - IN SITU RESTORATION

A. Protect surrounding elements from damage due to restoration procedures.

B. Remove or dismantle and store removable items located in areas to be restored including, but not limited to, fixtures, fittings, finish hardware, and accessories; reinstall upon completion of restoration work.

C. Separate areas to be protected from restoration areas to prevent damage.

D. When using liquid cleaning methods, install drainage devices to prevent runoff over adjacent surfaces, unless those surfaces are impervious to damage from runoff.

E. Do not allow cleaning runoff to drain into sanitary or storm sewers.

3.03 IN SITU RESTORATION

A. Restore damaged and nonoperating elements or components that are indicated to remain in place in the Conservation Treatment Quality Control Plan.

3.04 WOOD DOOR OPENING REPAIR

A. Provide repairs including, but not limited to, the following:
   1. Wood Damage: Wood which is split, checked, or shows signs of rot:
   2. Gaps and Loose Joints: Tighten moving joints in stile and rail doors. Inject adhesives into holes drilled into joints.
   3. Replace deteriorated parts with new, matching pieces.

3.05 WOOD WINDOW OPENING REPAIR

A. Provide repairs indicated.

B. Repair Class II: Perform Class I repairs and the following:
   1. Wood Damage: Repair as indicated for wood which is split, checked, or shows signs of rot.
      a. Dry affected wood components.
      b. Treat decayed areas with a fungicide.
      c. Waterproof with three applications of boiled linseed oil.
      d. Fill cracks and holes with patching putty.

C. Repair Class III: Perform Class I and Class II repairs and the following:
   1. Replace deteriorated parts with new matching pieces.

3.06 HARDWARE CLEANING

A. Surface Preparation: Remove hardware. Store in secure location for reinstallation after refinishing is complete.
   1. Clean hardware items indicated to not be removed in situ.
   2. Remove indicated hardware items. Store in secure location for reinstallation after refinishing is complete.

B. Cleaning: Remove adhesive residue and paint and varnish drips using paint stripper applied with soft cloths. If required, apply light pressure using natural bristle brush.
   1. Clean bronze and stainless steel items using mild soap and water. For stubborn dirt and hard-to-clean areas, use of silicon carbide abrasive pads is allowed.

C. Refinishing: Refinish bright metalwork with oxidizing agent to match existing patinas.

3.07 HARDWARE INSTALLATION

A. Install replacement hardware in doors that complements functionality of existing hardware.

B. Install hardware in accordance with manufacturer's instructions and applicable codes.

C. Use templates provided by hardware item manufacturer.

D. Do not install surface-mounted items until substrate finishes are complete.

3.08 CLEANING

A. Immediately remove stains resulting from the work of this section.

B. Clean surrounding surfaces.

C. Glazing: At completion of project, remove protective coverings and reclean soiled surfaces using indicated procedures and materials.

END OF SECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Resinous Flooring Systems – ALTERNATE #2

1.2 RELATED SECTIONS

A. Section 03300 – Cast-In-Place Concrete.

1.3 REFERENCES

A. ASTM International (ASTM):
1. ASTM C 413 - Standard Test Method for Absorption of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
2. ASTM D 635 - Standard Test Method for Rate of Burning and/or Extent and Time of Burning of Plastics in a Horizontal Position.
3. ASTM D 695 - Standard Test Method for Compressive Properties of Rigid Plastics.
4. ASTM D1475 - Standard Test Method For Density of Liquid Coatings, Inks, and Related Products.
5. ASTM D 2047 - Standard Test Method for Static Coefficient of Friction of Polish-Coated Flooring Surfaces as Measured by the James Machine.
6. ASTM D 2240 - Standard Test Method for Rubber Property—Durometer Hardness.
7. ASTM D 2244 - Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates.
8. ASTM D2369 - Standard Test Method for Volatile Content of Coatings.
9. ASTM D 2370 - Standard Test Method for Tensile Properties of Organic Coatings.
10. ASTM D 3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings.
11. ASTM D 4060 - Standard Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.
12. ASTM D5441 - Standard Test Method for Analysis of Methyl Tert-Butyl Ether (MTBE) by Gas Chromatography.
13. ASTM D 7234 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers.
14. ASTM F 1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
15. ASTM F 2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes
16. ASTM G 154 - Standard Practice for Operating Fluorescent Ultraviolet (UV) Lamp Apparatus for Exposure of Nonmetallic Materials.

B. Deutsches Institut fur Normung (DIN):
1. DIN 53460 – Testing of Plastics; Determination of the Vicat Softening Temperature of Thermoplastics.

C. International Concrete Repair Institute (ICRI):
   1. ICRI 310.2R - Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair.

D. Military Specifications (MIL):
   1. MIL-D-3134J - Deck Covering Materials.

E. National Floor Safety Institute (NFSI):
   1. ANSI/NFSI B101.1 - Test Method for Measuring Wet SCOF of Common Hard-Surface Floor Materials.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data:
   1. Manufacturer's data sheets on each product to be used, including properites, VOC content, wet static coefficient of friction, compressive strength, tensile strength, eloongation and similar properties.
   2. Preparation instructions and recommendations.
   3. Storage and handling requirements and recommendations.
   4. Typical installation methods.

C. Verification Samples: Two representative units of each system, including color and texture.

D. Shop Drawings: Include details of materials, construction and finish. Include relationship with adjacent construction.

E. Manufacturer’s Certification: Submit manufacturer’s certification that materials comply with specified requirements and are suitable for intended application.

F. Manufacturer’s Project References: Submit manufacturer’s list of successfully completed resinous flooring system projects, including project name and location, name of architect, and type and quantity of flooring systems furnished.

G. Applicator’s Project References: Submit applicator’s list of successfully completed resinous flooring system projects, including project name and location, name of architect, and type and quantity of flooring systems applied.

H. Care and Maintenance Instructions: Submit manufacturer’s care and maintenance instructions, including cleaning instructions.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with a minimum five years documented experience.

B. Applicator’s Qualifications:

1. Applicator regularly engaged, for a minimum of 5 years, in application of resinous flooring systems of similar type to that specified.
2. Employ persons trained for application of resinous flooring systems.

C. Source Limitations: Provide each type of product from a single manufacturing source to ensure uniformity.

D. Mock-Up: Construct a mock-up with actual materials in sufficient time for Architect's review and to not delay construction progress. Locate mock-up as acceptable to Architect and provide temporary foundations and support.
1. Intent of mock-up is to demonstrate quality of workmanship and visual appearance.
2. If mock-up is not acceptable, rebuild mock-up until satisfactory results are achieved.
3. Retain mock-up during construction as a standard for comparison with completed work.
4. Do not alter or remove mock-up until work is completed or removal is authorized.

1.6 PRE-INSTALLATION CONFERENCE

A. Convene a conference approximately two weeks before scheduled commencement of the Work. Attendees shall include Architect, Contractor and trades involved. Agenda shall include schedule, responsibilities, critical path items and approvals.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery Requirements: Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name, manufacturer, and batch number.

B. Storage and Handling Requirements:
1. Store and handle materials in accordance with manufacturer's instructions.
2. Keep materials in manufacturer's original, unopened containers and packaging until application.
3. Store materials in clean, dry area indoors between 65 and 80 degrees F (18 and 27 degrees C).
4. Store materials out of direct sunlight.
5. Keep materials from freezing.
6. Protect materials during storage, handling, and application to prevent contamination or damage.

1.8 PROJECT CONDITIONS

A. Apply flooring system under the following ambient conditions:
1. Ambient and Concrete Floor Temperatures: Between 65 and 85 degrees F (18 and 29 degrees C).
2. Material Temperature: Between 65 and 85 degrees F (18 and 29 degrees C).
3. Relative Humidity: Maximum 80 percent.
4. Dew Point: Floor temperature more than 5 degrees over dew point.

B. Do not apply flooring system under ambient conditions outside manufacturer's limits.

1.9 WARRANTY

A. Submit manufacturer's standard warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: The Sherwin-Williams High Performance Flooring, 866-540-1299 swflooring@sherwin.com Website: https://industrial.sherwin-williams.com/na/us/en/resin-flooring.html

B. Requests for substitutions will be considered in accordance with provisions of Section 01600.

2.2 SHERWIN-WILLIAMS HPF, RESUFLOR SHOP FLOOR SB

A. Resuflor Shop Floor SB
1. Primer Coat: Resuflor MPE, 3-5 mils.
2. Broadcast Coat with silica broadcast: Resuflor MPE, 10 mils.
3. Grout Coat: Resuflor MPE, 15 mils.
4. Topcoat: Resutile HTS 100, 3 mils.
5. Color: As selected by Architect from manufacturer's full range.

2.3 SYSTEM PROPERTIES

A. Resuflor Shop Floor SB
1. Abrasion Resitance, Taber Abraser CS-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060, 18 mg/loss
2. Adhesion to Concrete, psi [MPa[, ASTM D4541, 450 [3.10] (concrete failed)
3. Adhesion to Concrete, psi [MPa], ASTM D7234, 732 [4.48] (concrete failed)
4. Coefficent of Friction-COF, James Friction Tester, ASTM D2047, 0.63
5. Coefficient of Friction-Wet Static, BOT 3000, ASNI/NFSI B101.1, 0.94
6. Compressive Strength psi [MPa], D695, 13,500 [93.079]
7. Flammability, ASTM 635, 182 mm/min
8. König Hardness (3 mil/0.08 mm film) (topcoat resin), ASTM D4366, 171.3
9. Resistance to Yellowing as measured using ASTM D2244 after 1000 consecutive hours UV exposure in QUV, ASTM G154, <10 increase of yellowing units (CIE Lab Δb) if pigmented topcoat
10. Shore D hardnes, ASTM D2240, 80-85 @ 0 sec | 75-80 @ 15 sec
11. Sward Hardness (imm film), ASTM D2240, 35-40
12. Tensil Strength, psi [MPa}, ASTM D2370, 8,000 [55.158]
13. Percent Elongation (resin), ASTM D2370, 6%

14. Volatile Organic Compound, VOC lb/gal [g/l], ASTM D3960, Resuflor MPE A+B=0.41 [49] Resutile HTS 100 A+B+C=0.05 [6]
15. Water Absorption (25 hours), ASTM D570, 0.2% weight increase

2.4 PRODUCT PROPERTIES

A. Resuflor MPE: A neutral, two-component, high solids epoxy.
1. Percent Solids, by weight (by volume), ASTM D1475, A + B: 95.45 (94.56).
2. Volatile Organic Compound-VOC, ASTM D3960, Mixed A + B: 0.41 lb./gal (49 g/L).
3. Abrasion Resistance, mg loss, Taber Abraser, C-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060: 83.1.
4. Coefficient of Friction-COF, James Friction Tester, ASTM D2047: 0.59-0.62.
5. Adhesion to Concrete, ASTM D5441: 732 psi (4.48 MPa) concrete failed.
6. Adhesion to Concrete, ASTM D7234: 450 psi (3.10 MPa) concrete failed.
7. Compressive Strength, ASTM D695: 13,500 psi (93.079 MPa).
8. Tensile Strength, ASTM D2370: 8,000 psi (55.158 MPa).
9. Percent Elongation, ASTM D2370: 5.
10. Shor D Hardness, ASTM D2240: 80-85 @ 0 sec, 75-80 @ 15 sec.

B. Resutile HTS 100: A clear high solids, three-component, satin finish, aliphatic, moisture-cure urethane.
1. Percent Solids, by weight (by volume), ASTM D2369, A + B + C: 94.02 (92.57).
2. Volatile Organic Compound-VOC, ASTM D3960, Mixed A + B + C: 0.05 lb/gal (6 g/L).
3. Abrasion Resistance, mg loss, Taber Abraser, C-17 Taber Abrasion Wheel, 1,000 gram load, 1,000 revolutions, ASTM D4060: 18.
4. Coefficient of Friction-COF, James Friction Tester, ASTM D2047: 0.63.
5. Wet Static Coefficient of Friction, BOT 3000, ANSI/NFSI B101.1: 0.94.
6. Flammability, ASTM G154: 182 mm/min.
7. Resistance to Yellowing as measured using ASTM D2244 after 1000 consecutive hours UV exposure in QUV, ASTM G154, <10 increase of yellow units (CIE Lab Δb)
8. Tensile Strength, (resin only), ASTM D2370: 6,250 psi (43,092 MPa).
9. Percent Elongation, (resin only), ASTM D2370: 6.
10. König Hardness, (3 mil/76.2 micron film), ASTM D4366: 171.3.
11. Water Absorption, 24-hour immersion, ASTM C413: 0.2 percent weight increase.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine concrete surfaces to receive flooring system. Verify concrete is structurally sound.

B. Moisture Testing of Concrete: Perform at least one of the following two tests to determine moisture in concrete. Type of test and frequence as recommended by manufacturer and installer.
1. In-situ Probe Test:

a. Measure relative humidity in concrete in accordance with ASTM F 2170.
b. Application of flooring system shall start only if test results are below 75 percent relative concrete humidity.
c. If test results are above limits, notify Architect and flooring manufacturer in writing.

C. Do not begin preparation or installation until satisfatory moisture test results are achieved. Provide flooring manufacturer's recommended moisture vapor control coating if required.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Protection of In-Place Conditions: Protect adjacent surfaces and adjoining walls from contact with flooring system materials.

C. Surface Preparation:
1. Prepare concrete surface in accordance with manufacturer’s instructions.
2. Remove dirt, dust, debris, oil, grease, curing agents, bond breakers, paint, coatings, sealers, silicones, and other surface contaminants which could adversely affect application of flooring system.
3. Steel shot blast concrete to a minimum surface profile of ICRI 310.2R, CSP 5.
4. Key-cut termination points with 1/4-inch (6-mm) by 1/4-inch (6-mm) cut.
5. Patch depressions, divots, and cracks in concrete in accordance with manufacturer’s instructions.
6. Mechanically remove loose, delaminated, and damaged concrete and repair in accordance with manufacturer’s instructions.
7. Joints: Fill joints in accordance with manufacturer’s instructions.

3.3 INSTALLATION

A. Install flooring system in accordance with manufacturer’s instructions and approved submittals at locations indicated on the Drawings.

B. Ensure concrete is dry, clean, and prepared in accordance with manufacturer’s instructions.

C. Allow concrete to cure a minimum of 7 days before applying flooring system.

D. Mixing:
1. Mix material components together in accordance with manufacturer’s instructions.
2. Mix only enough material that can be applied within working time.
3. Add and mix colorants with materials in accordance with manufacturer’s instructions to achieve uniform color.

E. Apply flooring system materials to obtain consistent mil thickness and smooth, uniform appearance and texture.

F. Overlay: Apply overlay in accordance with manufacturer's instructions. Apply overlay to prepared concrete surface.

G. Traction Aggregate: Broadcast traction aggregate in accordance with manufacturer's instructions. Broadcast traction aggregate into wet overlay.

H. Seal Coat:
   1. Apply seal coat in accordance with manufacturer's instructions.
   2. Apply seal coat over traction aggregate.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Coordinate field inspection in accordance with appropriate sections in Division 01.

B. Manufacturer's Services: Coordinate manufacturer's services in accordance with appropriate sections in Division 01.

3.5 CLEANING AND PROTECTION

A. Allow flooring system to dry in accordance with manufacturer's instructions before opening to traffic.

B. Allow flooring system to dry a minimum of 1 week before cleaning by mechanical means.

C. Protect completed flooring system from damage during construction.

END OF SECTION

SECTION 096723
FLUID-APPLIED FLOORING

PART 2 PRODUCTS

1.01 FLUID-APPLIED FLOORING SYSTEMS

END OF SECTION

SECTION 099113
EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:

D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
   5. Floors, unless specifically indicated.
   6. Glass.
   7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 099123 - Interior Painting.

1.03 REFERENCE STANDARDS

A. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

B. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

C. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
   2. MPI product number (e.g. MPI #47).
   3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
   4. Manufacturer's installation instructions.
   5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Paints:
   1. Sherwin-Williams Company; _____: www.sherwin-williams.com/#sle.

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each paint material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.

2.03 PAINT SYSTEMS - EXTERIOR

A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including concrete, concrete masonry units, brick, fiber cement siding, primed wood, and primed metal.
   1. Two top coats and one coat primer.
   2. Top Coat(s): Exterior Latex; MPI #10, 11, 15, 119, or 214.
      a. Products:
         1) Sherwin-Williams Loxon XP Exterior. (MPI #10)
         2) Substitutions: See Section 016000 - Product Requirements

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Fiber Cement Siding: 12 percent.
   2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
   3. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.

F. Concrete:

G. Masonry:

H. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.

I. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.

3.03 APPLICATION

A. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance.

E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 099123
INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation.

B. Field application of paints.

C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
   1. Mechanical and Electrical:
      a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.

D. Do Not Paint or Finish the Following Items:
   1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
   2. Items indicated to receive other finishes.
   3. Items indicated to remain unfinished.
   4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
   5. Floors, unless specifically indicated.
   6. Glass.
   7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.

B. Section 055000 - Metal Fabrications: Shop-primed items.

C. Section 099113 - Exterior Painting.

D. Section 099600 - High-Performance Coatings.

1.03 REFERENCE STANDARDS

A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

D. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

E. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2024.

F. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).

G. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:
   1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
   2. MPI product number (e.g., MPI #47).
   3. Cross-reference to specified paint system products to be used in project; include description of each system.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.

B. Paints:
   1. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

C. Primer Sealers: Same manufacturer as top coats.

D. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
   1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Supply each paint material in quantity required to complete entire project's work from a single production run.
   3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Colors: As indicated on drawings.
   1. Selection to be made by Architect after award of contract.

2.03 PAINT SYSTEMS - INTERIOR

A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, wood, and uncoated steel.
   1. Two top coats and one coat primer.
   2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.
      a. Products:
         1) Sherwin-Williams Scuff Tuff Interior Waterbased Enamel, Semi-Gloss, S26-50 Series.
         2) Substitutions: See Section 016000 - Product Requirements

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of paints and finishes until substrates have been adequately prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

D. Test shop-applied primer for compatibility with subsequent cover materials.

E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
   1. Gypsum Wallboard: 12 percent.
   2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

D. Seal surfaces that might cause bleed through or staining of topcoat.

E. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.

F. Ferrous Metal:
   1. Solvent clean according to SSPC-SP 1.
   2. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

G. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.03 APPLICATION

A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.

B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

E. Sand wood and metal surfaces lightly between coats to achieve required finish.

F. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

G. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for general requirements for field inspection.

B. Owner will provide field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 099300
STAINING AND TRANSPARENT FINISHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Field application of stains.

B. Field application of transparent finishes.

1.02 RELATED REQUIREMENTS

A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions.

B. Section 099113 - Exterior Painting: Stains and transparent finishes for concrete substrates.

C. Section 099123 - Interior Painting: Stains and transparent finishes for concrete substrates.

1.03 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.

B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.

C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.

D. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.

E. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.

F. SCAQMD 1113 - Architectural Coatings; 1977, with Amendment (2016).

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide complete list of products to be used, with the following information for each:

1. Manufacturer's name, product name and catalog number, and general product category.
2. MPI product number (e.g. MPI #33).
3. Manufacturer's installation instructions.
4. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.

C. Samples: Two samples on actual wood substrate to be finished, 12 by ____ inch in size, indicating selected colors and sheens for each system, with specified coats cascaded.

D. Manufacturer's Instructions: Indicate special surface preparation procedures.

E. Manufacturer's Qualification Statement.

F. Applicator's Qualification Statement.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with at least three years of documented experience.

B. Applicator Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.

B. Container Label: Include manufacturer's name, type of stain or transparent finish, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.

C. Stain and Transparent Finish Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by manufacturer of stains and transparent finishes.

B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Provide finishes used in any individual system from the same manufacturer; no exceptions.

B. Transparent Finishes:
   1. Sherwin-Williams Company; ____: www.sherwin-williams.com/#sle.
   2. Substitutions: See Section 016000 - Product Requirements.

C. Stains:
   1. Sherwin-Williams Company; ____: www.sherwin-williams.com/#sle.
   2. Substitutions: See Section 016000 - Product Requirements.

2.02 STAINS AND TRANSPARENT FINISHES - GENERAL

A. Finishes:
   1. Provide finishes capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
   2. Provide materials compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
   3. Supply each finish material in quantity required to complete entire project's work from a single production run.
   4. Do not reduce, thin, or dilute finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.

C. Colors: To be selected from manufacturer's full range of available colors.
   1. Selection to be made by Architect after award of contract.

2.03 EXTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS

A. Finish on Wood:
   1. Stain: Exterior solid stain for wood, water based; MPI #16.
      a. Products:
         1) Sherwin-Williams WoodScapes Acrylic Solid Color Stain. (MPI #16)
         2) Substitutions: Section 016000 - Product Requirements.

2.04 INTERIOR STAIN AND TRANSPARENT FINISH SYSTEMS

A. Finish on Wood - Vertical Surfaces:
   1. Sealer: Lacquer, sanding sealer, clear; MPI #84.
      a. Products:

1) SHERWIN -WILLIAMS - PRE-CATALYZED.

2. Top Coat: Polyurethane varnish, high build.
   a. Products:
      1) Sherwin-Williams MinWax High Build Polyurethane, Satin.
      2) Substitutions: Section 016000 - Product Requirements.

2.05 ACCESSORY MATERIALS

A. Accessory Materials: Cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of finished surfaces.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin application of stains and finishes until substrates have been properly prepared.

B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.

C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.

3.02 PREPARATION

A. Clean surfaces thoroughly and correct defects prior to application.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.

3.03 APPLICATION

A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".

B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.

D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

E. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

F. Reinstall items removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for general requirements for field inspection.

B. Owner will provide field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

A. Protect finishes until completion of project.

B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

SECTION 102113.19
PLASTIC TOILET COMPARTMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Solid plastic toilet compartments.

B. Urinal and vestibule screens.

1.02 RELATED REQUIREMENTS

A. Section 051200 - Structural Steel Framing: Concealed steel support members.

B. Section 055000 - Metal Fabrications: Concealed steel support members.

C. Section 061000 - Rough Carpentry: Blocking and supports.

D. Section 102800 - Toilet, Bath, and Laundry Accessories.

1.03 REFERENCE STANDARDS

A. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

C. NFPA 286 - Standard Methods of Fire Tests for Evaluating Contribution of Wall and Ceiling Interior Finish to Room Fire Growth; 2024.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work with placement of support framing and anchors in walls and ceilings.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on panel construction, hardware, and accessories.

C. Shop Drawings: Indicate partition plan, elevation views, dimensions, details of wall supports, door swings.

D. Manufacturer's Installation Instructions: Indicate special procedures.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Solid Plastic Toilet Compartments:
   1. Scranton Products; Hiny Hiders Partitions: www.scrantonproducts.com/#sle.
   2. Substitutions: Section 016000 - Product Requirements.

2.02 PLASTIC TOILET COMPARTMENTS

A. Solid Plastic Toilet Compartments: Factory fabricated doors, pilasters, and divider panels made of solid molded high density polyethylene (HDPE), tested in accordance with NFPA 286; floor-mounted unbraced.
   1. Color: Single color as selected.
   2. Doors:
      a. Thickness: 1 inch.
      b. Width: 24 inch.
      c. Width for Handicapped Use: 36 inch, out-swinging.
      d. Height: 55 inch.
   3. Panels:
      a. Thickness: 1 inch.
      b. Height: 55 inch.

c. Depth: As indicated on drawings.

4. Pilasters:
   a. Thickness: 1 inch.
   b. Width: As required to fit space; minimum 3 inch.
5. Screens: Without doors; to match compartments; mounted to wall with two panel brackets.

2.03 ACCESSORIES

A. Pilaster Shoes: Stainless steel, satin finish, 3 inches high; concealing floor fastenings.

B. Head Rails: Extruded aluminum, anti-grip profile.
   1. Size: Manufacturer's standard size.

C. Wall and Pilaster Brackets: Stainless steel; manufacturer's standard type for conditions indicated on drawings.

D. Attachments, Screws, and Bolts: Stainless steel , tamper proof type.

E. Hinges: Stainless steel, manufacturer's standard finish.

F. Door Hardware: Stainless steel, manufacturer's standard finish.
   1. Door Latch: Slide type with exterior emergency access feature.
   2. Door Strike and Keeper with Rubber Bumper: Mount on pilaster in alignment with door latch.
   3. Provide door pull for outswinging doors.

G. Coat Hook: One per compartment, mounted on door.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify correct spacing of and between plumbing fixtures.

C. Verify correct location of built-in framing, anchorage, and bracing.

3.02 INSTALLATION

A. Install partitions secure, rigid, plumb, and level in accordance with manufacturer's instructions.

B. Maintain 3/8 inch to 1/2 inch space between wall and panels and between wall and end pilasters.

C. Attach panel brackets securely to walls using anchor devices.

D. Attach panels and pilasters to brackets. Locate head rail joints at pilaster center lines.

3.03 TOLERANCES

A. Maximum Variation From True Position: 1/4 inch.

B. Maximum Variation From Plumb: 1/8 inch.

3.04 ADJUSTING

A. Adjust and align hardware to uniform clearance at vertical edge of doors, not exceeding 3/16 inch.

B. Adjust hinges to position doors in partial opening position when unlatched. Return out-swinging doors to closed position.

C. Adjust adjacent components for consistency of line or plane.

END OF SECTION

SECTION 102800
TOILET, BATH, AND LAUNDRY ACCESSORIES - ASI

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Feminine hygiene vendors and disposals.

B. Grab bars.

C. Hand dryers.

D. Mirrors.

E. Soap and hand sanitizer dispensers.

F. Specialty accessories.

G. Toilet tissue dispensers.

1.02 RELATED REQUIREMENTS

A. Section 102113.19 - Plastic Toilet Compartments.

1.03 REFERENCE STANDARDS

A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.

B. ASTM C1036 - Standard Specification for Flat Glass; 2025.

C. ASTM C1503 - Standard Specification for Silvered Flat Glass Mirror; 2024.

D. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Basis of Design Manufacturer: American Specialties, Inc: www.americanspecialties.com/#sle.

B. Substitutions: See Section 016000 - Product Requirements.

1. Products other than basis of design are subject to compliance with specified requirements and prior approval of Architect. By using products other than basis of design, Contractor accepts responsibility for costs associated with any necessary modifications to related work, including any design fees.

2.02 FEMININE HYGIENE VENDORS AND DISPOSALS

A. Sanitary Napkin Disposal Unit: Stainless steel, self-closing door, locking bottom panel with full-length heavy-duty stainless steel multi-staked piano hinge, removable receptacle.

1. Mounting: As indicated in product listing.
2. Products:
   a. Model 0472-1 - with Lock - Sanitary Napkin Disposal - Dual Access - Partition-mounted.
   b. Model 20852 - Roval Collection - Sanitary Waste Receptacle - Surface-mounted.
   c. Substitutions: Section 016000 - Product Requirements.

2.03 GRAB BARS

A. Grab Bars: Type 304 stainless steel.
   1. Standard Duty Grab Bars:
      a. Push/Pull Point Load: 250 lbf, minimum.
      b. OD: As indicated in product listing.
      c. Tubing Thickness: 18 gauge, 0.05 inch.
      d. Tubing Thickness: As indicated on Technical Data Sheet for selected ASI model.
      e. Flange Mounting: As indicated in product listing.
      f. Flange Thickness: 11 gauge, 0.125 inch
      g. Clearance: 1-1/2 inch clearance between wall and inside of grab bar.
      h. Finish: Peened.
      i. Length and Configuration: As indicated on drawings.
      j. Products:
         1) ASI Model 3800 - 1 1/2" Dia - Stainless - Peened - Size and mounting location as indicated on drawings.
         2) Substitutions: Section 016000 - Product Requirements.

2.04 HAND DRYERS

A. Electric Hand Dryers: Traditional fan-in-case type.
   1. Operation: Automatic, sensor-operated on and off.
   2. Mounting: Surface mounted.
   3. Nozzle Type: As indicated on Technical Data Sheet for selected ASI model.
   4. Cover: As indicated in product listing.
      a. Color: White.
      b. Tamper-resistant screw attachment of cover to mounting plate.
   5. Supply Voltage: As indicated on drawings.
   6. Drying Time: As indicated on Technical Data Sheet for selected ASI model.
   7. Products:
      a. Xcelerator Thin-Air 3TA-ABS White Polymer
      b. Substitutions: Section 016000 - Product Requirements.

2.05 MIRRORS

A. Mirrors: Stainless steel framed, 1/4 inch thick annealed float glass, ASTM C1036.
   1. Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.

2.06 SOAP AND HAND SANITIZER DISPENSERS

A. Soap Dispenser: Liquid soap dispenser
   1. Mounting: As indicated in product listing.
   2. Minimum Capacity: As indicated in product listing.
   3. Products:
      a. ULINE H-1130
      b. Substitutions: Section 016000 - Product Requirements.

B. Automated Soap Dispenser: Foam soap dispenser, with container concealed below deck.
   1. Mounting: As indicated in product listing.
   2. Products:
      a. Substitutions: Section 016000 - Product Requirements.

2.07 TOILET TISSUE DISPENSERS

A. Toilet Tissue Holder with Hood: Surface-mounted bail type with hood, double roll, concealed attachment.
   1. Material: Stainless steel, satin finish.
   2. Products:
      a. Model 7315-H - Toilet Tissue Holder - Double, Hooded - Surface-mounted.

b. Substitutions: Section 016000 - Product Requirements.

2.08 MATERIALS

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

2.09 FINISHES

A. Stainless Steel: Satin finish, unless otherwise noted.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

B. Verify exact location of accessories for installation.

C. For electrically-operated accessories, verify that electrical power connections are ready and in the correct locations.

3.02 INSTALLATION

A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.

B. Install plumb and level, securely and rigidly anchored to substrate.

C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.
   1. Grab Bars: As indicated on drawings.
   2. Other Accessories: As indicated on drawings.

3.03 PROTECTION

A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION

SECTION 123200
MANUFACTURED WOOD CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Manufactured standard and custom casework, with cabinet hardware.

B. Special purpose units.

C. Countertops.

1.02 RELATED REQUIREMENTS

A. Section 016116 - Volatile Organic Compound (VOC) Content Restrictions: VOC limitations for adhesives and sealants.

B. Section 061000 - Rough Carpentry: Blocking and nailers for anchoring casework.

C. Section 079200 - Joint Sealants: Sealing joints between casework and countertops and adjacent walls, floors, and ceilings.

D. Section 123600 - Countertops: Additional requirements for countertops.

E. Section 224000 - Plumbing Fixtures: Sinks and fittings installed in casework.

F. Section 262726 - Wiring Devices: Switches, receptacles installed in casework.

1.03 DEFINITIONS

A. Exposed: Portions of casework visible when drawers and cabinet doors are closed, including end panels, bottoms of cases more than 42 inches above finished floor, tops of cases less than 72 inches above finished floor and all members visible in open cases or behind glass doors.

B. Semi-Exposed: Portions of casework and surfaces behind solid doors, tops of cases more than 72 inches above finished floor and bottoms of cabinets more than 30 inches but less than 42 inches above finished floor.

C. Concealed: Sleepers, web frames, dust panels and other surfaces not generally visible after installation and cabinets less than 30 inches above finished floor.

1.04 REFERENCE STANDARDS

A. ANSI A135.4 - Basic Hardboard; 2012 (Reaffirmed 2020).

B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

C. ASTM E119 - Standard Test Methods for Fire Tests of Building Construction and Materials; 2024.

D. AWI (QCP) - Quality Certification Program; Current Edition.

E. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

F. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

G. BHMA A156.9 - Cabinet Hardware; 2020.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Component dimensions, configurations, construction details, joint details, attachments.

C. Shop Drawings: Indicate casework types, sizes, and locations, using large scale plans, elevations, and cross sections. Include rough-in and anchors and reinforcements, placement dimensions and tolerances, clearances required, and keying information.

D. Samples for Finish Selection: Fully finished, for color selection. Minimum sample size: 2 inches by 3 inches.

E. Manufacturer's Installation Instructions.

F. Manufacturer's Qualification Statement.

G. Installer's Qualification Statement.

H. Maintenance Data: Manufacturer's recommendations for care and cleaning.

I. Finish touch-up kit for each type and color of materials provided.

1.06 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

B. Quality Certification: Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section.
   1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
   2. This AWI (QCP) project is registered as project number _____.
   3. Provide designated labels on shop drawings as required by certification program.
   4. Provide designated labels on installed products as required by certification program.
   5. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.
   6. Replace, repair, or rework all work for which certification is refused.

C. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Protect items provided by this section, including finished surfaces and hardware items during handling and installation. For metal surfaces, use polyethylene film or other protective material standard with the manufacturer.

B. Acceptance at Site:
   1. Do not deliver or install casework until the conditions specified under Part 3, Examination Article of this section have been met. Products delivered to sites that are not enclosed and/or improperly conditioned will not be accepted if warping or damage due to unsatisfactory conditions occurs.

C. Storage:
   1. Store casework in the area of installation. If necessary, prior to installation, temporarily store in another area, meeting the environmental requirements specified under Part 3, "Site Verification of Conditions" Article of this section.

1.08 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

B. Correct defective Work within a five year period after Date of Substantial Completion, at no additional cost to Owner. Defects include, but are not limited to:
   1. Ruptured, cracked, or stained finish coating.
   2. Discoloration or lack of finish integrity.
   3. Cracking or peeling of finish.
   4. Delamination of components.
   5. Failure of adhesives.
   6. Failure of hardware.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Plastic Laminate Casework:

1. Case Systems; ____: www.casesystems.com/#sle.
2. Diversified Fixture; ____: www.diversifiedfixture.com/#sle.
3. Substitutions: See Section 016000 - Product Requirements.

2.02 CASEWORK, GENERAL

A. Quality Standard: AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Types: More than one type is required. See drawings for location of each type of casework.

C. Plastic Laminate Faced Cabinets: Custom Grade.

2.03 FABRICATION

A. Assembly: Shop assemble casework items for delivery to site in units easily handled and to permit passage through building openings.

B. Construction: As required for selected grade.

C. Structural Performance: Safely support the following minimum loads:
1. Base Units: 500 pounds per linear foot across the cabinet ends.
2. Suspended Units: 300 pounds static load.
3. Drawers: 125 pounds, minimum.
4. Hanging Wall Cases: 300 pounds.
5. Shelves: 100 pounds, minimum.

D. Fittings and Fixture Locations: Cut and drill components for fittings and fixtures.

E. Hardware Application: Factory-machine casework members for hardware that is not surface applied.

F. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.

G. Scribes and Fillers: Panels of matching construction and finish, for locations where cabinets do not fit tight to adjacent construction.

H. Sloped tops for wall and floor cabinets: With closed ends, of matching construction and finish. Concealed anchorages for attachment to cabinet(s) below.

I. Countertop Panel-Type Supports: Materials similar to adjacent casework, 1-1/2 inch in width, with front-to-back and toe space dimensions matching base cabinet. Designed to be secured in a concealed fashion to countertop material. Include two leveling devices per support panel.

2.04 PLASTIC-LAMINATE-CLAD CASEWORK

A. Plastic-Laminate-Clad Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
1. Style: Flush overlay. Ease doors and drawer fronts slightly at edges.
2. Cabinet Nominal Dimensions: Unless otherwise indicated, provide cabinets of widths and heights indicated on drawings, and with following front-to-back dimensions:
   a. Base Cabinets: 22 inches.
   b. Tall Cabinets: 22 inches.
   c. Wall Cabinets: 16 inches.
3. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline.
   a. Finish: Matte or suede, gloss rating of 5 to 20.
   b. Surface Color and Pattern: As selected by Architect.
   c. Exposed Interior Surfaces: Thermally fused laminate.
   d. Apply laminate backing sheet to reverse side of plastic laminate finished surfaces.
   e. Cap exposed plastic laminate finish edges with material of same finish and pattern.

2.05 COUNTERTOPS

A. Countertops: See Section 123600.

2.06 CABINET HARDWARE

A. Comply with BHMA A156.9 requirements.
   1. Acceptable base materials for plated finishes include steel.

B. Shelves in Cabinets:
   1. Shelf Standards and Rests: Vertical standards with rubber button fitted rests, satin chromium plated over nickel on base material.

C. Swinging Doors: Hinges, pulls, and catches.
   1. Hinges: Visible, number as required by referenced standards for width, height, and weight of door.
      a. Visible Hinges: Installed on framed cabinet face, and on door face, bright chromium plated over nickel on base material.
      b. Semi-Concealed Hinges: Installed as required by hinge design, bright chromium plated over nickel on base material.
         1) Butt hinges installed on cabinet face, and on door face; five-knuckle, projecting barrel, minimum 2-1/2 inches long.
   2. Pulls: Chrome wire pulls, 4 inches wide.
      a. Pull design to comply with project's referenced accessibility requirements.
   3. Catches: Magnetic.

2.07 MATERIALS

A. Wood-Based Materials:
   1. Solid Wood: Air-dried to 4.5 percent moisture content, then tempered to 6 percent moisture content before use.

2.08 ACCESSORIES

A. Plastic Edge Banding: Extruded PVC, convex shaped; smooth finish; self locking serrated tongue; of width to match component thickness.
   1. Color: As selected by Architect from manufacturer's standard range.

B. Sealant for Use in Casework Installation:
   1. Manufacturer's recommended type.

PART 3 EXECUTION

3.01 PREPARATION

3.02 EXAMINATION

A. Site Verification of Environmental Conditions:
   1. Do not deliver casework until the following conditions have been met:
      a. Building has been enclosed (windows and doors sealed and weather-tight).
      b. An operational HVAC system that maintains temperature and humidity at occupancy levels has been put in place.
      c. Ceiling, overhead ductwork, piping, and lighting have been installed.
      d. Installation areas do not require further “wet work” construction.

B. For Base Cabinets Installation: Examine floor levelness and flatness of installation space. Do not proceed with installation if encountered floor conditions required more than 1/2 inch leveling adjustment. When installation conditions are acceptable, for each space, establish the high point of the floor. Set and make level and plumb first cabinet in relation to this high point.

C. For Wall Cabinets Installation: Examine wall surfaces in installation space. Do not proceed with installation if the following conditions are encountered:
   1. Maximum variation from plane of masonry wall exceeds 1/4 inch in 10 ft and 1/2 inch in 20 ft or more, and/or maximum variation from plumb exceeds 1/4 inchper story.

D. Verify adequacy of support framing and anchors.

E. Verify that service connections are correctly located and of proper characteristics.

3.03 INSTALLATION

A. Perform installation in accordance with manufacturer's instructions.

B. Use anchoring devices to suit conditions and substrate materials encountered. Use concealed fasteners to the greatest degree possible. Use exposed fasteners only where allowed by approved shop drawings, or where concealed fasteners are impracticable.

C. Set casework items plumb and square, securely anchored to building structure.

D. Align cabinets to adjoining components, install filler and/or scribe panels where necessary to close gaps.

E. Fasten together cabinets in continuous runs, with joints flush, uniform and tight. Misalignment of adjacent units not to exceed 1/16 inch. In addition, do not exceed the following tolerances:
   1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
   2. Variation of Bottoms of Wall Cabinets from Level: 1/8 inch in 10 feet.
   3. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
   4. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
   5. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.

F. Base Cabinets: Fasten cabinets to service space framing and/or wall substrates, with fasteners spaced not more than 16 inches on center. Bolt adjacent cabinets together with joints flush, tight, and uniform.

G. Install hardware uniformly and precisely.

H. Countertops: Install countertops intended and furnished for field installation in one true plane, with ends abutting at hairline joints, and no raised edges.

I. Replace units that are damaged, including those that have damaged finishes.

3.04 ADJUSTING

A. Adjust operating parts, including doors, drawers, hardware, and fixtures to function smoothly.

3.05 CLEANING

A. See Section 017419 - Construction Waste Management and Disposal for additional requirements.

B. Clean casework and other installed surfaces thoroughly.

3.06 PROTECTION

A. Do not permit finished casework to be exposed to continued construction activity.

B. Protect casework and countertops from ongoing construction activities. Prevent workmen from standing on, or storing tools and materials on casework or countertops.

C. Repair damage, including to finishes, that occurs prior to Date of Substantial Completion, using methods prescribed by manufacturer; replace units that cannot be repaired to like-new condition.

END OF SECTION

SECTION 123600
COUNTERTOPS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Countertops for architectural cabinet work.

B. Countertops for manufactured casework.

1.02 RELATED REQUIREMENTS

A. Section 123530 - Residential Casework.

1.03 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2024.

B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).

C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

D. ISFA 2-01 - Classification and Standards for Solid Surfacing Material; 2013.

E. ISFA 3-01 - Classification and Standards for Quartz Surfacing Material; 2013.

F. NEMA LD 3 - High-Pressure Decorative Laminates; 2005.

G. PS 1 - Structural Plywood; 2023.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Specimen warranty.

C. Shop Drawings: Complete details of materials and installation ; combine with shop drawings of cabinets and casework specified in other sections.

D. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.

E. Test Reports: Chemical resistance testing, showing compliance with specified requirements.

F. Certificate: Submit labels and certificates required by quality assurance and quality control programs.

G. Installer's qualification statement.

H. Installation Instructions: Manufacturer's installation instructions and recommendations.

I. Maintenance Data: Manufacturer's instructions and recommendations for maintenance and repair of countertop surfaces.

1.05 QUALITY ASSURANCE

A. Fabricator Qualifications: Natural Stone Institute (NSI) Accredited Natural Stone Fabricator; www.naturalstoneinstitute.org/#sle.

B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.

C. Quality Certification:
   1. Provide labels or certificates indicating that the installed work complies with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade or grades specified.
   2. Provide designated labels on shop drawings as required by certification program.

3. Provide designated labels on installed products as required by certification program.
4. Submit certifications upon completion of installation that verifies this work is in compliance with specified requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 FIELD 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 absolute limits.

PART 2 PRODUCTS

2.01 COUNTERTOPS

A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

B. Plastic Laminate Countertops: High-pressure decorative laminate (HPDL) sheet bonded to substrate.
   1. Laminate Sheet, Type ___: NEMA LD 3, Grade HGS, 0.048 inch nominal thickness.
      a. Manufacturers:
         1) Formica Corporation; _____: www.formica.com/#sle.
         2) Substitutions: See Section 016000 - Product Requirements.
      b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
      c. NSF approved for food contact.
      d. Wear Resistance: In addition to specified grade, comply with NEMA LD 3 High Wear Grade requirements for wear resistance.
      e. Finish: Matte or suede, gloss rating of 5 to 20.
   2. Exposed Edge Treatment: Postformed laminate; front edge substrate built up to minimum 1-1/4 inch thick with raised radiused edge, integral coved backsplash with radiused top edge.
   3. Back and End Splashes: Same material, same construction.
   4. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 - Countertops, Custom Grade.

2.02 MATERIALS

A. Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.

B. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

C. Joint Sealant: Mildew-resistant silicone sealant, white.

2.03 ACCESSORIES

A. Fixed Top-Mounted Countertop Support Brackets:
   1. Material: Steel.
   2. Color: Black.
   3. Products:
      a. Centerline Brackets; Front Mounting Countertop Support: www.countertopbracket.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

2.04 FABRICATION

A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
   1. Join lengths of tops using best method recommended by manufacturer.
   2. Fabricate to overhang fronts and ends of cabinets 1 inch except where top butts against cabinet or wall.
   3. Prepare all cutouts accurately to size; replace tops having improperly dimensioned or unnecessary cutouts or fixture holes.

B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
   1. Secure to countertop with concealed fasteners and with contact surfaces set in waterproof glue.
   2. Height: 4 inches, unless otherwise indicated.

C. Solid Surfacing: Fabricate tops and wall panels up to 144 inches long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.
   1. Integral sinks: Shop-mount securely to countertop with adhesives, using flush configuration, as per manufacturer's instructions, and as detailed on drawings.

D. Wall-Mounted Counters: Provide skirts, aprons, brackets, and braces as indicated on drawings, finished to match.

PART 3 EXECUTION

3.01 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Verify that wall surfaces have been finished and mechanical and electrical services and outlets are installed in proper locations.

3.02 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.03 INSTALLATION

A. Install vanities in accordance with manufacturer’s instructions and approved shop drawings

B. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.

C. Attach plastic laminate countertops using screws with minimum penetration into substrate board of 5/8 inch.

D. Seal joint between back/end splashes and vertical surfaces.

3.04 TOLERANCES

A. Variation From Horizontal: 1/8 inch in 10 feet, maximum.

B. Offset From Wall, Countertops: 1/8 inch maximum; 1/16 inch minimum.

C. Field Joints: 1/8 inch wide, maximum.

3.05 CLEANING

A. Clean countertops surfaces thoroughly.

3.06 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

END OF SECTION

SECTION 224000
PLUMBING FIXTURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Tank type water closets.

B. Wall hung urinals.

C. Lavatories.

D. Sinks.

E. Under-lavatory pipe supply covers.

1.02 RELATED REQUIREMENTS

A. Section 079200 - Joint Sealants: Sealing joints between fixtures and walls and floors.

B. Section 123600 - Countertops: Counters for sinks and lavatories.

1.03 REFERENCE STANDARDS

A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.

B. ASME A112.18.1 - Plumbing Supply Fittings; 2024.

C. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011 (Reaffirmed 2022).

D. ASME A112.19.2 - Ceramic Plumbing Fixtures; 2024.

E. ASME A112.19.3 - Stainless Steel Plumbing Fixtures; 2022.

F. ASME A112.19.5 - Flush Valves and Spuds for Water Closets, Urinals, and Tanks; 2022.

G. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

H. NSF 61 - Drinking Water System Components - Health Effects; 2024.

I. NSF 372 - Drinking Water System Components - Lead Content; 2024.

J. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide manufacturer's literature and data sheets for each product. Include materials of fabrication, rough-in requirements, location and sizes of connections, configurations, dimensions, finishes, features, and accessories.

C. Manufacturer's Instructions: Indicate installation methods and procedures.

D. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements for additional provisions.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section, with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Accept fixtures on-site in factory packaging. Inspect for damage.

B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.07 WARRANTY

A. See Section 017800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

A. ADA: Where indicated to be ADA-compliant, provide fixtures complying with ADA Standards and ICC A117.1.

2.02 REGULATORY REQUIREMENTS

A. Comply with applicable codes for installation of plumbing systems.

B. Comply with UL (DIR) requirements.

C. Perform work in accordance with local health department regulations.

2.03 TANK TYPE WATER CLOSETS

A. Manufacturers:
   1. Kohler Company; _____: www.kohler.com/#sle.
   2. Sloan Valve; _____: www.sloanvalve.com/#sle.
   3. Zurn Industries, LLC; _____: www.zurn.com/#sle.
   4. Substitutions: See Section 016000 - Product Requirements.

B. Floor-Mounted Bowl:
   1. ASME A112.19.2; siphon jet, vitreous china, 16.5 inches high, close-coupled closet combination with elongated rim, insulated vitreous china closet tank with fittings and lever flushing valve, bolt caps, vandalproof cover locking device.
   2. Water Consumption: 1.6 gal per flush, maximum.
   3. Handle Height: 44 inches or less.

C. Floor-Mounted Bowl:
   1. ASME A112.19.2; vitreous china reverse trap, close-coupled closet combination with regular rim, insulated vitreous china closet tank with fittings and lever flushing valve, bolt caps.
   2. Water Consumption: 0.8 gal per flush, maximum.
   3. Handle Height: 44 inches or less.

D. Toilet Seats:
   1. Plastic: Solid, white, enlongated, closed front, slow-closing hinged seat cover, and brass bolts with covers.
   2. Manufacturers:
      a. Bemis Manufacturing Company; _____: www.bemismfg.com/#sle.
      b. Substitutions: See Section 016000 - Product Requirements.

2.04 WALL HUNG URINALS

A. Manufacturers:
   1. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
   2. Kohler Company; _____: www.kohler.com/#sle.
   3. Mansfield Plumbing Products LLC; _____: www.mansfieldplumbing.com/#sle.
   4. Zurn Industries, LLC; _____: www.zurn.com/#sle.

B. Vitreous china, ASME A112.19.2, wall hung with side shields and concealed carrier.
   1. Consumption Volume: 1.0 gal per flush, maximum.
   2. Flush Valve: Exposed (top spud).
   3. Flush Operation: Manual metering valve.
   4. Trapway Outlet: Integral.
   5. Supply Size: 3/4 inch.
   6. Outlet Size and Location: 2 inches, bottom side.

C. Flush Valves:
   1. Manufacturers:
      a. Advanced Modern Technologies Corporation; AEF-800 Series: www.amtcorporation.com/#sle.

b. Sloan Valve Company; _____: www.sloanvalve.com/#sle.
c. Stern Engineering; Noble Series: www.sternfaucets.com/#sle.
d. Zurn Industries, LLC; ZEMS Series: www.zurn.com/#sle.
e. Substitutions: See Section 016000 - Product Requirements.

2. Manual Operated:
a. Type: ASME A112.18.1 or ASME A112.19.5; diaphragm type, complete with vacuum breaker stops, and accessories.
b. Supplied Volume Capacity: 1.5 gal per flush.

2.05 LAVATORIES

A. Manufacturers:
1. Gerber Plumbing Fixtures LLC; _____: www.gerberonline.com/#sle.
2. Kohler Company; K-2032-0: www.kohler.com/#sle.
3. Mansfield Plumbing Products LLC; _____: www.mansfieldplumbing.com/#sle.
4. Zurn Industries, LLC; _____: www.zurn.com/#sle.
5. Substitutions: See Section 016000 - Product Requirements.

2.06 SINKS

A. Manufacturers:
1. Kohler Company; _____: www.kohler.com/#sle.
2. Substitutions: See Section 016000 - Product Requirements.

B. Double Compartment Bowl:
1. ASME A112.19.3; outside dimensions, 18 gauge, 0.050 inch thick, type 304 stainless steel, self- rimming and undercoated, with ledge back drilled for trim.

C. Kitchen Faucets:
1. Manufacturers:
a. Substitutions: See Section 016000 - Product Requirements.
2. Single Handle Faucet with Three-Function Pulldown Spray Head:
a. Minimum Spout Height: 8 inch.
b. Minimum Spout Reach: 8-1/4 inch.
c. Type: Deck-mount, swivel faucet with mounting plate.
d. Spray Functions: Stream, full spray and pause at 1.8 gpm, maximum.
e. ASME A112.18.1, ADA Standards, and NSF 61 compliant assembly.
f. Materials: Ceramic disc-cartridge valve on brass body with brushed nickel finish.

2.07 UNDER-LAVATORY PIPE SUPPLY COVERS

A. Manufacturers:
1. Lav Guard 2.
2. Substitutions: See Section 016000 - Product Requirements.

B. General:
1. Insulate exposed drainage piping including hot, cold and tempered water supplies under lavatories or sinks per ADA Standards.
2. Construction: 1/8 inch PVC with antimicrobial, antifungal and UV resistant properties.
a. Comply with ASME A112.18.9 for covers on accessible lavatory piping.
b. Comply with ICC A117.1.
3. Color: High gloss white.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify walls, floors, and finishes are prepared and ready for installation of fixtures.

B. Verify rough-ins for field connections match sizes and locations shown on drawings.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install components level and plumb.

C. Secure fixtures in place.

D. Install rigid or flexible supplies to fixtures. Provide supply stops, reducers, and escutcheons.

3.03 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements, for additional requirements.

B. Inspect each product for damage and defects.

C. Repair or replace damaged or defective products.

D. Test fixtures after installation to verify operation. Correct deficiencies.

3.04 ADJUSTING

A. Adjust stops and valves so fixtures operate without splashing, noise, or overflow.

3.05 CLEANING

A. See Section 017000 - Execution and Closeout Requirements for additional requirements.

B. Clean plumbing fixtures to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.06 CLOSEOUT ACTIVITIES

A. See Section 017800 - Closeout Submittals for additional submittals.

3.07 PROTECTION

A. Protect installed products from damage due to subsequent construction operations.

B. Do not permit use of fixtures by construction personnel.

END OF SECTION

SECTION 321120
SUBBASE AND AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Subbase course.

B. Aggregate base course.

1.02 REFERENCE STANDARDS

A. AASHTO T 180 - Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop; 2025.

B. ASTM C136/C136M - Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates; 2019.

C. ASTM D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)); 2012 (Reapproved 2021).

D. ASTM D1556/D1556M - Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method; 2015, with Editorial Revision (2016).

E. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)); 2012 (Reapproved 2021).

F. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method; 2015.

G. ASTM D2487 - Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System); 2017 (Reapproved 2025).

H. ASTM D3665 - Standard Practice for Random Sampling of Construction Materials; 2024.

I. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth); 2023.

1.03 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

1.04 QUALITY ASSURANCE

A. Installer Qualifications: Company specializing in performing work of the type specified and with minimum three years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

A. See Section 017419 - Construction Waste Management and Disposal for packaging waste requirements.

PART 2 PRODUCTS

2.01 MATERIALS

A. Subbase Course:
   1. Graded in accordance with ASTM D2487 Group Symbol SW.
   2. Graded in accordance with ASTM C136/C136M, within the following limits:
      a. 1 inch sieve: 100 percent passing.
      b. 3/8 inch sieve: 60 to 100 percent passing.
      c. No.4 sieve: 50 to 85 percent passing.
      d. No.10 sieve: 40 to 70 percent passing.
      e. No.40: 25 to 45 percent passing.
      f. No.200: 8 to 15 percent passing.

2.02 SOURCE QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. If tests indicate materials do not meet specified requirements, change material and retest.

C. Provide materials of each type from same source throughout the Work.

D. For aggregate materials using classification complying with ASTM D2487, provide testing before delivery to site.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench marks and intended elevations for the work are as indicated.

B. Verify substrate has been inspected, and gradients and elevations are correct and dry.

3.02 PREPARATION

A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and recompacting.

B. Do not place aggregate on soft, muddy, or frozen surfaces.

3.03 PLACEMENT

A. Under Portland Cement Concrete Paving:
   1. Subbase Compacted Thickness: According to design drawings.
   2. Compact to 95 percent of maximum dry density.

B. Place course in maximum 4 inch layers and roller compact to specified density.

C. Level and contour surfaces to elevations and gradients indicated.

D. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.04 TOLERANCES

A. Variation From Design Elevation: Within 1/2 inch.

B. Flatness: Maximum variation of 1/2 inch measured with 10 foot straight edge.

3.05 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Subbase Compaction Density Testing: In accordance with ASTM D1556/D1556M, ASTM D2167, or ASTM D6938.

C. Evaluate results in relation to compaction curve determined by testing uncompacted material in accordance with AASHTO T 180, ASTM D698 ("standard Proctor"), or ASTM D1557 ("modified Proctor").

D. Frequency of Tests: In accordance with ASTM D3665.

E. Remove, replace, and retest work that does not meet specified requirements.

3.06 CLEANING

A. See Section 017000 - Execution and Closeout Requirements for additional requirements.

B. Stockpile unused materials neat and compact.

END OF SECTION

SECTION 321313
CONCRETE PAVING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Form materials.

B. Reinforcement.

C. Concrete materials.

1.02 RELATED REQUIREMENTS

A. Section 031000 - Concrete Forming and Accessories.

B. Section 032000 - Concrete Reinforcing.

C. Section 079200 - Joint Sealants: Sealing joints.

1.03 REFERENCE STANDARDS

A. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.

B. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).

C. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.

D. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.

E. ACI SPEC-301 - Specifications for Concrete Construction; 2020.

F. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.

G. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.

H. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.

I. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.

J. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2024.

K. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.

L. ASTM C260/C260M - Standard Specification for Air-Entraining Admixtures for Concrete; 2010a (Reapproved 2016).

M. ASTM C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete; 2019.

N. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019, with Editorial Revision (2022).

O. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide data on joint filler, admixtures, and curing compound.

C. Design Data: Indicate pavement thickness, designed concrete strength, reinforcement, and typical details.

PART 2 PRODUCTS

2.01 FORM MATERIALS

A. Wood form material, profiled to suit conditions.

2.02 REINFORCEMENT

A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) yield strength; deformed billet steel bars; unfinished.

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

2.03 CONCRETE MATERIALS

A. Obtain cementitious materials from same source throughout.

B. Cement: ASTM C150/C150M, Normal - Type I Portland cement, gray color.

C. Fine and Coarse Mix Aggregates: ASTM C33/C33M.

D. Fly Ash: ASTM C618, Class C or F.

E. Silica Fume: ACI PRC-211.1.

F. Water: Clean, and not detrimental to concrete.

G. Air-Entraining Admixtures: ASTM C260/C260M.

H. Chemical Admixtures: ASTM C494/C494M, Type A - Water Reducing, Type C - Accelerating, and Type G - Water Reducing, High Range and Retarding.

2.04 ACCESSORIES

A. Curing Compound: ASTM C309, Type 1, Class A.

B. Liquid Surface Sealer: _____.

2.05 CONCRETE MIX DESIGN

A. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended by manufacturer.

B. Concrete Properties:
   1. Compressive strength, when tested in accordance with ASTM C39/C39M at 28 days; 4000 psi.
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.
   4. Water-Cement Ratio: Maximum 40 percent by weight.
   5. Maximum Slump: 3 inches.
   6. Maximum Aggregate Size: 1 inch.

2.06 MIXING

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify compacted subgrade is acceptable and ready to support paving and imposed loads.

B. Verify gradients and elevations of base are correct.

3.02 SUBBASE

A. Prepare subbase in accordance with State of IOWA Highways standards.

3.03 PREPARATION

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

3.04 FORMING

A. Place and secure forms to correct location, dimension, profile, and gradient.

B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.05 REINFORCEMENT

A. Place reinforcement as indicated.

3.06 COLD AND HOT WEATHER CONCRETING

A. Follow recommendations of ACI PRC-305 when concreting during hot weather.

B. Follow recommendations of ACI PRC-306 when concreting during cold weather.

C. Do not place concrete when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

3.07 PLACING CONCRETE

A. Place concrete in accordance with State of IOWA Highways standards.

B. Ensure reinforcement, inserts, embedded parts, formed joints and ____ are not disturbed during concrete placement.

C. Apply surface retarder to all exposed surfaces in accordance with manufacturer's instructions.

3.08 JOINTS

A. Align joints with adjacent surfaces.

B. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab. 20 foot between joints maximum

3.09 FINISHING

A. Area Paving: Light broom, texture perpendicular to pavement direction.

B. Place sealer on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.10 TOLERANCES

A. Maximum Variation of Surface Flatness: 1/4 inch in 10 ft.

3.11 FIELD QUALITY CONTROL

A. An independent testing agency will perform field quality control tests, as specified in Section 014000 - Quality Requirements.
   1. Provide free access to concrete operations at project site and cooperate with appointed firm.

B. Compressive Strength Tests: ASTM C39/C39M; for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
   1. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
   2. Perform one slump test for each set of test cylinders taken.

C. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature, and test samples taken.

3.12 PROTECTION

A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures, and mechanical injury.

B. Do not permit pedestrian traffic over pavement for 7 days minimum after finishing.

END OF SECTION

SECTION 321710
PARKING BUMPERS AND MANUFACTURED TRAFFIC-CALMING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Parking bumpers.

1.02 RELATED REQUIREMENTS

A. Section 321313 - Concrete Paving.

B. Section 321723 - Pavement Markings.

1.03 REFERENCE STANDARDS

A. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.

B. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.

C. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.

1.04 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Provide unit configuration and dimensions.

C. Manufacturer's qualification statement.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with at least 3 years of documented experience.

PART 2 PRODUCTS

2.01 PARKING BUMPERS

A. Nominal Size: 6 inches high, 8 inches wide, 6 feet long.

B. Profile: Manufacturer's standard.

C. Anchoring Holes: Two, spaced equally.

D. Precast Concrete:
   1. Cement: Portland Type I - Normal in accordance with ASTM C150/C150M.
   2. Aggregate: Lightweight in accordance with ASTM C33/C33M.
   3. Reinforcement: Deformed, unfinished steel bars in accordance with ASTM A615/A615M.
   4. Color: Yellow.

E. Recycled Rubber:
   1. Material: 100-percent recycled rubber.
   2. Color: Black.
   3. Markings: Yellow reflective tape.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that concrete pavement is ready to receive work, and pavement markings are dry.
   1. See Section 321313.
   2. See Section 321723.

3.02 PREPARATION

A. Surface Preparation: Clean pavement surface and surrounding area.

3.03 INSTALLATION

A. Install units without damage to shape or finish. Replace or repair damaged units.

B. Install units in alignment with adjacent work, as indicated on drawings.

C. Concrete Pavement: According to manufacturer's recommendations.
   1. Position unit in place.
   2. Drill through anchoring holes and full depth of asphalt pavement.
   3. Insert lag shield in drilled hole.
   4. Screw anchor bolt through unit and into lag shield.

3.04 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Inspect for placement, as indicated on drawings.

C. Nonconforming Work: Remove and reinstall.

3.05 CLEANING

A. See Section 017000 - Execution and Closeout Requirements for additional requirements.

B. Remove excessive adhesive immediately after application.

END OF SECTION

SECTION 321723
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Painted pavement markings.

1.02 RELATED REQUIREMENTS

A. Section 321313 - Concrete Paving.

B. Section 321713 - Parking Bumpers.

1.03 REFERENCE STANDARDS

A. AASHTO M 249 - Standard Specification for White and Yellow Reflective Thermoplastic Striping Material (Solid Form); 2012 (Reapproved 2020).

B. AASHTO MP 24 - Standard Specification for Waterborne White and Yellow Traffic Paints; 2015 (Reapproved 2020).

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate the work of this section with adjoining work.

B. Preinstallation Meeting: Conduct a preinstallation meeting one week prior to the start of the work of this section; require attendance by affected installers.

1.05 SUBMITTALS

A. See Section 013000 - Administrative Requirements for submittal procedures.

B. Product Data: Manufacturer's data sheets on each product to be used.

C. Manufacturer's Instructions:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

D. Manufacturer's qualification statement.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 016000 - Product Requirements for additional provisions.
   2. Extra Paint: One container, 1 gallon size, of each type and color.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

1.07 FIELD CONDITIONS

A. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.08 SEQUENCING

A. Allow new pavement surfaces to cure for a period of not less than 14 days before application of markings.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Painted Pavement Markings:
   1. Dunn-Edwards Corporation; Vin-L-Stripe Specialty Interior/Exterior Flat Zone Marking Paint.
   2. PPG Traffic Solutions; Ennis Flint Fast Dry Waterborne Traffic Paint, 9852x Series.
   3. Substitutions: See Section 016000 - Product Requirements.

2.02 PAINTED PAVEMENT MARKINGS

A. Comply with State of IOWA Highway Department standards.

B. Painted Pavement Markings: As indicated on drawings.
   1. Marking Paint: In accordance with AASHTO MP 24.
      a. Parking Lots: Yellow.
      b. Symbols and Text: White.
      c. Wheelchair Symbols: Provide blue and white.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Verify that pavement is dry and ready for installation.

B. Notify Architect of unsatisfactory conditions before proceeding.

3.02 PREPARATION

A. Clean surfaces prior to installation.
   1. Remove dust, dirt, and other debris.

B. Apply paint stencils by type and color at necessary intervals.

3.03 INSTALLATION

A. General:
   1. Position pavement markings as indicated on drawings.
   2. Field location adjustments require approval of Architect.

B. Painted Pavement Markings:
   1. Apply in accordance with manufacturer's instructions.
   2. Apply in accordance with State of IOWA Highway Department standards.
   3. Marking Paint: Apply uniformly, with sharp edges.
      a. Applications: One coat.
      b. Wet Film Thickness: 0.015 inch, minimum.
      c. Stencils: Lay flat against pavement, align with striping, remove after application.

3.04 TOLERANCES

A. Maximum Variation From True Position: 3 inches (76 mm).

B. Maximum Offset From True Alignment: 3 inches (76 mm).

3.05 FIELD QUALITY CONTROL

A. See Section 014000 - Quality Requirements for additional requirements.

B. Perform field inspection for deviations from true alignment or material irregularities.

C. If inspections indicate work does not meet specified requirements, rework and reinspect at no cost to Owner.

3.06 PROTECTION

A. Replace damaged or removed markings at no additional cost to Owner.

END OF SECTION