IOWA DEPARTMENT OF NATURAL RESOURCES

PROJECT MANUAL

MARSHALL COUNTY ATV

STORAGE BUILDING

MARSHALL 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

DNR PROJECT N0. 20-05-64-01
DOT PROJECT NO. NRT-C064(144)--9G-64

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 17th 2026** 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 Location, and Bid Letting Date. Please ensure the first page of the emailed attachment, or first of multiple attachments, is the bid proposal.

Direct substitution requests, questions about the project, or questions concerning bidding and contract procedures to DNR Procurement. To be considered, these requests must be emailed to **constructionbids@dnr.iowa.gov** by 12:00pm the Friday prior to bid letting with the following subject line: **Contractor Question - Project Number – Project Location**

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 (484) 816-5310
PIN: 154 121 290#

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.

01. MARSHALL COUNTY PROJECT NO. 20-05-64-01
Marshall County ATV Park
Storage Building
Proposal Guarantee: $25,000.00
Completion Date: 3/31/2027
No Disadvantaged Business Goals have been set for this project.
The predetermined wage rates for the State of Iowa, as specified in General Decision Number IA20250002 as required by FHWA-1273 Form, are in effect for this contract. The bidder may obtain a copy of this wage rate determination on-line at: https://iowadot.gov/construction_materials/Contract-administration#4863112-davis-bacon-information. Sales tax exemption certificates will be issued to the successful bidder and its subcontractors so that they may purchase materials and supplies for the contract free of sales tax.

PROPOSAL NOTICE
For Locally Procured Federal-aid Contracts

By signing this bid or quote, the Contractor agrees to the following certifications and provisions:

Note: All Sections below shall apply to all contracts.

I. Buy America. Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work shall be of domestic origin and shall be melted and manufactured in the United States. The Contracting Authority 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. This amount shall include transportation, assembly, and testing as delivered cost of foreign products to the project. The Contractor certifies that these materials are of domestic origin.

II. Audits and Record Retention. Provide access by the Iowa DOT, the Federal Highway Administration, the Comptroller General of the United States, or any of their duly authorized representatives to any of the books, documents, papers, and records which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor shall retain such records for three years after the date the contracting agency makes final payment and all other pending matters are closed.

III. Partial Payments

(a) **Progress Payments.**

For work extending over a period of more than one month, the Contractor will receive monthly progress estimate payments based on the amount of work completed. For Primary and Secondary projects in which the Contracting Authority is the Department or a county Board of Supervisors, these progress payments will be bi-weekly if requested by the Contractor. For late payment, the Contracting Authority will pay a penalty of 1.0% per month (or part of a month), or a minimum of $250, whichever is the greater amount, on any work completed but not processed for payment within 14 calendar days after completion of the work. Completion of the work includes physical completion of the work and submittal of all paperwork required by the contract.

On contracts for which the contract sum is $10,000 or more, payments may be allowed based on value of processed or fabricated materials or rolled steel products which have been delivered on the work or 90% of the value of processed or fabricated material, or rolled steel products, reserved for the project and stored elsewhere conform to the requirements of the contract and the manner of storage is satisfactory to the Engineer or Architect. Contractor is responsible for damages and material losses until the material is incorporated into the work and the work is accepted.

Should a reasonable doubt arise as to the integrity of any part of the completed work, the payment for that portion will not be allowed until the cause for such doubt has been removed. The Engineer's estimates of work completed will result in partial payments on the contract sum, and the allowance of a progress payment by the Contracting Authority does not constitute final acceptance of the work upon which the payments are based.

The Contractor shall sign the final voucher certifying the quantities are just and unpaid.

(b) **Prompt Payment to Subcontractors.**

The Contractor shall promptly pay each subcontractor. Any delay or postponement of payment among the parties may take place only for good cause, with written notification to the subcontractor. A payment, excluding retainage, to a subcontractor for satisfactory performance of the subcontractor's work shall be made by the Contractor no later than one of the following, as applicable:

(1) 7 calendar days after the Contractor receives payment for the subcontractor's work.
(2) 7 calendar days after the Contractor could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault.

The Contractor may withhold up to 5% of each progress estimate on work performed by subcontractors.

Retained funds due a subcontractor shall be payable by the Contractor within 30 calendar days after satisfactory completion of the work by the subcontractor. Subcontractor's work is satisfactorily completed when all requirements called for in the subcontract have been accomplished and required documentation provided by subcontractor. Non-bonded subcontractors may be required to submit proof of payment for all material bills and wages to the Contractor before the Contractor is required to pay the retainage.

The use of joint checks for payment to subcontractors for their materials is acceptable under the following conditions:

(1) The request for a joint check from the prime contractor is made by the subcontractor.
(2) The joint check issued by the prime contractor is for an amount not to exceed the cost of unpaid invoice(s) from the materials supplier to a subcontractor on that contract.
(3) The joint check is given to the subcontractor and the subcontractor must release the joint check to the material supplier.
(4) The use of a joint check by the prime contractor is applicable to all their subcontractors.

(c) **Retainage.**

The Contracting Authority may withhold up to 5% of each progress payment to the Contractor. This retainage is held exclusively for claims filed in accordance with Iowa Code 573 and shall not be considered as an encumbrance on work performed by a subcontractor.

The retained funds held by the Contracting Authority for the contract will not be due and payable prior to 30 calendar 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 signed final voucher with the Contracting Authority.

(d) **Complaints.**

Compliance with prompt payment is the responsibility of both the Contracting Authority and Contractor.

If the Contractor feels the Contracting Authority has not complied with the prompt payment provisions, the initial attempt to resolve the issue shall be with the Project Engineer or Architect, stating the project number, items of work, quantities, unit prices, dates work was performed, total amount owed, and signature of a representative of the Contractor.

If a subcontractor feels the Contractor has not complied with the prompt payment provisions, the initial attempt to resolve the issue shall occur with the Contractor. The attempt to resolve the issue shall include at least one written request to the Contractor, stating the project number, items of work, quantities, unit prices, dates work was performed, total amount owed, and signature of a representative of the subcontractor.

If the initial attempt to resolve the issue does not result in satisfactory payment for completed work, the Contractor or subcontractor shall submit a written complaint to OES-Civil Rights on Form 650197. The written complaint shall include copies of the correspondence with the Contracting Authority or Contractor that provides the details stated above. The Department will investigate and provide written response to the complainant within 15 business days of receipt of the complaint.

(e) **Required Records.**

The Contractor shall maintain a system for tracking the status of subcontractor work and payments. The Contractor shall retain records that document the date of field completion, date of satisfactory completion of the work and the date of final payment (including funds retained in accordance with Article 1109.05, B, 2 to each subcontractor. Copies of the records to verify compliance with Article 1109.05, B shall be provided to the Contracting Authority, if requested.

Prior to receiving final payment, the Contractor shall provide to the Contracting Authority the "Certification of Subcontractor Payments" (Form 518002). This form shall include the names of each approved subcontractor, the date of field completion, the date of satisfactory completion of the work, the date of final payment, the number of days between satisfactory completion and final payment, and the date of payment by the Contracting Authority. Explanations for any final payments made after the 30 calendar day period following field completion shall be included with Form 518002.

Failure to comply may result in price adjustment credits.

IV. Payment of Retained Funds. Retained funds may be released by one of two methods. On contracts where the progress and final payment vouchers are paid by the Department the retainage will be released according to the Retainage Release below. On all other contracts the retainage may be released by either Retainage Release or Supplemental Contract.

(a) **Retainage Release.**

When 95% of the original contract amount has been completed to the satisfaction of the Engineer or Architect, and it is apparent that conditions beyond the control of the Contractor will delay completion of the contract for more than 60 calendar days, the Contractor may request payment of retained funds. If the Contracting Authority agrees, payment of the retained funds will be made no sooner than 30 calendar days after approval.

(b) **Supplemental Contract.**

When 95% of the work has been performed to the satisfaction of the Engineer or Architect, 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 calendar days, the Contractor may request a supplemental contract for the uncompleted portion of work on the same terms as those of the original contract. If the Contracting Authority agrees, and the surety for the Contractor consents to the extension of the bond for the time required to complete the supplemental contract, the supplemental contract will be issued. After the contract has been entered into, full payment will be made for the work completed except under circumstances which would prejudice the rights of those who have filed claims pursuant to Iowa Code 573.

The unpaid moneys held by the Contracting Authority as a retainer of the original contract price will be due and payable to the Contractor 30 calendar days after the date of the Contracting Authority's approval of the supplemental contract, except as provided for the release and adjudication of claims.

V. Standardized 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 the site is disturbed and before the affected work is performed.

2. Upon written notification, the Engineer or Architect will investigate the conditions, and if it is determined 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 anticipated profits, will be made and the contract modified in writing accordingly. The Engineer or Architect will notify the Contractor of the 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) **Suspensions of Work Ordered by the Engineer or Architect.**

1. If the performance of all or any portion of the work is suspended or delayed by the Engineer or Architect 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 or Architect, in writing, a request for adjustment within 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 or Architect will evaluate the Contractor's request. If the Engineer or Architect 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 or Architect will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Contractor will be notified of the 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 or excluded under any other term or condition of this contract.

(c) **Significant Changes in the Character of Work.**

1. The Engineer or Architect 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. Such changes in quantities and alterations 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 such alterations or changes are in themselves significant changes to the character of the work or by affecting other work cause such other work to become significantly different in character, an adjustment, excluding anticipated profit, will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contractor in such amount as the Engineer or Architect 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 contract, 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% or decreased below 75% of the original contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125% of original contract item quantity. The adjustment in unit price for an underrun in excess of 25% will be computed on the difference between the actual quantity and 75% of the original contract quantity.

VI. Noncollusion Statement. As provided for in 28 U.S.C. 1746 and as required by 23 CFR 635.112(f), the person(s) signing this bid document so hereby certify under penalty of perjury under the laws of the United States and the State of Iowa 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 this contract.

VII. Equipment Rental Rates. If force account work is ordered by the Contracting Authority, the equipment rental rates used in the force account work shall not exceed the average monthly rental rates published in EquipmentWatch's Cost Recovery Rates (formerly Rental Rate Blue Book). Hourly rates shall not exceed the monthly rental rates divided by 176. The rates do not include ineligible costs such as contingencies, replacement cost escalation factors, or premium rental rates for rental periods less than one month.

VIII. Foreign Contractors and Suppliers. As required by 49 CFR 30, the Contractor shall not use any subcontractor or material supplier of a foreign country which is listed by the United States Trade Representative (USTR) as discriminating against U.S. firms in its public works projects.

Notice to All Bidders: To report bid rigging activities call: 1-800-424-9071. The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Standard Time. Anyone with knowledge of possible bid rigging, collusion, or other fraudulent activities should use the "hotline" to report such activities.

IOWADOT
Form 740384 (09-18)

BIDDING PROPOSAL

For Locally Let Federal-aid Contracts

DOT Project Number NRT-C064(144)--9G-64

Type of Work: STORAGE BUILDING Project Number: 20-05-64-01

Letting Date: 9-17-2026 Length (Miles): n/a City/County: MARSHALL COUNTY

Location: 2002 MARION STREET, MARSHALLTOWN, IOWA 50158

Description of Work: This project consists of installing an ATV bridge, footings, and approaches.

DBE Goal	Proposal Guarantee	Working Day Contracts				Calendar Day Contracts	Liquidated Damages Per Day
		Working Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	
0%	$25,000					3-31-2027	$1,000

The bidder hereby certifies that no other principal is involved in or has an interest in this proposal; that the bidder has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein; that the bidder has examined the site of the work and understands that the quantities of work required by the plans and specifications are approximate only and are subject to increases and decreases; that the bidder understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein; that the bidder proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment, labor and expertise necessary to competently complete this project by the time specified; that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Iowa Code Section 314.2; that the bidder has made no agreement with any supplier of motor fuel or special fuel which will result in violation of Iowa Code Section 452A.17(8).

If this bid is accepted, Bidder agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or, if prior agreement cannot be reached, to perform the work on a "force-account basis" as provided in the specifications; to execute the formal contract within thirty days of the date of approval for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages, which shall accrue at the daily rate specified above, for each additional working day the work remains uncompleted; and to furnish a performance bond in an amount equal to the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Enclosed herewith is a certified check, credit union share draft, cashier's check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty. It is understood by bidder that the said guaranty document shall be retained by the Contracting Authority as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

The signing of this Bid Document shall serve as an unsworn declaration that, I (the owner, partner, President, other corporate officer, or an authorized representative) hereby certify under penalty of perjury under the laws of the United States and the State of Iowa that I have read, understand, and accept the Bidding Certifications and other provisions contained in the Proposal Notice and the DBE Contract Provisions (if a DBE goal has been set).

Proposal of _____
Name of Bidder

_____
Street Address

_____ _____ _____
City State ZIP Code

Federal Tax ID Number: _____

Phone: _____ FAX: _____ E-mail: _____

Signatures are to be by authorized agent. If joint venture, each shall sign.

_____ _____ _____ _____
Signature Date Signature Date

SCHEDULE OF PRICES

Project No.: 20-05-64-01 City/County: MARSHALL COUNTY Page No.: 2

DOT Project No.: NRT-C064(144)--9G-64

UNIT BIDS MUST BE TYPED OR SHOWN IN INK OR THE BID WILL BE REJECTED.

Line No. Item No.	Item on which bid is based (bidder shall show unit price and extension for each item and total)	Item Quantity	Item Units	Unit Price Dollars.Cents	Amount Dollars.Cents
1	MOBILIZATION	1	LS		
2	SITE GRADING	1	LS		
3	CONCRETE FOOTINGS	1	LS		
4	CONCRETE APRON SLAB AND BOLLARDS	1	LS		
5	INSULATED INTERIOR CONCRETE SLAB	1	LS		
6	MECHANICAL - VENTS AND LOUVERS	1	LS		
7	ELECTRICAL - LIGHTING	1	LS		
8	ELECTRICAL - SERVICE AND MISC.	1	LS		
9	ELECTRICAL - HEATERS	1	LS		
10	PLUMBING - STUB-UPS, CURB STOP, DRAIN-DOWN PIT	1	LS		
11	PRE-ENGINEERED POST FRAME BUILDING - W/STEEL SIDING AND ROOFING	1	LS		
12	INTERIOR CORRUGATED METAL WALL AND CEILING LINER PANELS	1	LS		
13	DOORS, FRAMES, AND TRIM	1	LS		
14	GUTTERS AND DOWNSPOUTS	1	LS		
15	CLOSED CELL SPRAY FOAM INSULATION - CEILING AND WALLS	1	LS		

PAGE SUBTOTAL	
BID TOTAL	

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 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 _____, the name and corporate seal of each party being hereto affixed and
_____, 20 _____ 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)

Marshall County ATV Park
Storage Building
20-05-64-01
Marshall 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)

_____
Remit Address and Zip Code (if different than above)

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 _____, the name and corporate seal of each party being hereto affixed and _____, 20 _____ 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. Three percent (3%) 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.

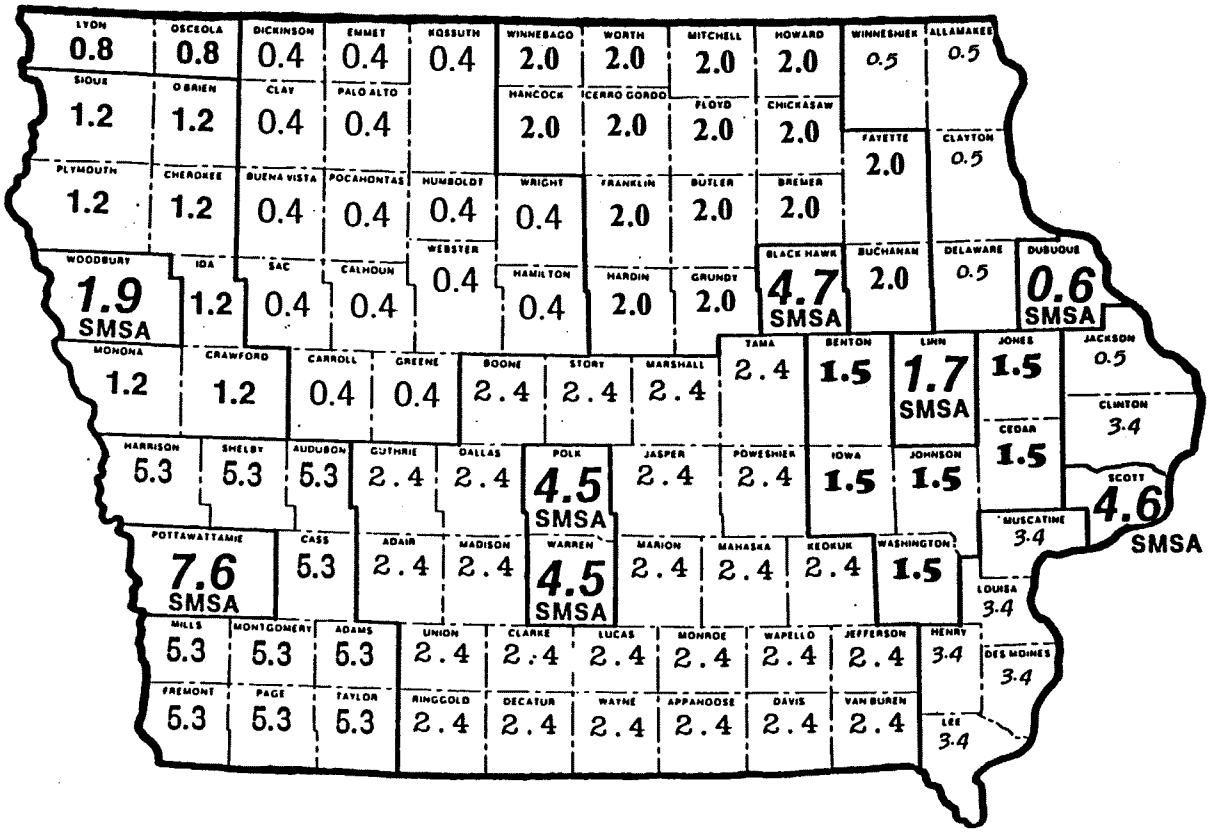
N. Nothing herein provided shall be construed as a limitation upon the application of other Iowa which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the 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 "Marshall County ATV Storage Building", Project Number 20-05-64-01. Drawings and Specifications are dated May 12, 2026.
   2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
      a. This project consists of the construction of a new storage building, and incidental work as required by the Plans and/or the DNR Construction Inspector.

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 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
031000	Concrete Forming and Accessories	x	x	
032000	Concrete Reinforcing	x	x	
033000	Cast-in-Place Concrete		x	x
072119	Foamed-In-Place Insulation		x	
077123	Manufactured Gutters and Downspouts	x	x	
133400	Engineered Post Framed Structures	x	x	x
230529	Hangers and Supports for HVAC Piping and Equipment		x	
233423	HVAC Power Ventilators		x	
238240	Propeller Unit Heaters		x	
260519	Low-Voltage Electrical Power Conductors and Cables		x	
260526	Grounding and Bonding for Electrical Systems		x	
260529	Hangers and Supports for Electrical Systems		x	
260533.13	Conduit for Electrical Systems	x	x	
260533.16	Boxes for Electrical Systems		x	
260553	Identification for Electrical Systems		x	
262416	Panelboards	x	x	
262726	Wiring Devices	x	x	
264300	Surge Protective Devices	x	x	
265100	Interior Lighting	x	x	
265600	Exterior Lighting	x	x	

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

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to *DBAconformance@dol.gov*, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for 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, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal 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.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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.

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.

C. Build America By America Act - Provide documentation from supplier verifying products submitted for review are in compliance with BABAA. This documentation must be provided prior to using the product in construction.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver prefabricated forms and installation instructions in manufacturer's packaging.

B. Protect plastic foam products from damage and exposure to sunlight.

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: B-B or B-C Plyform or equal; sound undamaged sheets with clean, true edges.

2.03 REMOVABLE PREFABRICATED FORMS

A. Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, of sizes indicated.

B. Void Forms: Moisture resistant treated paper faces, biodegradable, structurally sufficient to support weight of wet concrete mix until initial set; 4 inches thick.

1. Install void forms in accordance with manufacturer's recommendations. Protect forms from moisture or crushing.

2.04 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.

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 without prior approval of work plan by DNR engineer.

3.03 APPLICATION - FORM RELEASE AGENT

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

3.04 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.

3.05 FORM CLEANING

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

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

3.06 FORMWORK TOLERANCES

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

3.07 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.

3.08 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 MANUFACTURERS

A. Reinforcing Steel:
   1. Manufacturers meeting specified requirements.

2.02 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.

2.03 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. Footings and Concrete Formed Against Earth: 2 inch.
   2. 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 1 GENERAL

1.01 SECTION INCLUDES

A. Floors and slabs on grade.

B. Concrete foundations and anchors for pre-engineered building.

C. Joint devices associated with concrete work.

D. Concrete curing.

1.02 RELATED REQUIREMENTS

A. Section 031000 - Concrete Forming and Accessories: Forms and accessories for formwork.

B. Section 032000 - Concrete Reinforcing.

C. Section 321313 - Concrete Paving: Sidewalks, curbs and gutters.

1.03 REFERENCE STANDARDS

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

B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.

C. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction; 2015.

D. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).

E. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.

F. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.

G. ACI PRC-308 - Guide to External Curing of Concrete; 2016.

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

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

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

K. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.

L. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.

M. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2024.

N. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.

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

P. ASTM C494/C494M - Standard Specification for Chemical Admixtures for Concrete; 2019, with Editorial Revision (2022).

Q. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.

R. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars; 2025.

S. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.

T. ASTM C1602/C1602M - Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete; 2022.

U. ASTM E1155/E1155M - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers; 2023.

V. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2024.

W. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017 (Reapproved 2023).

X. COE CRD-C 48 - Handbook for Concrete and Cement Standard Test Method for Water Permeability of Concrete; 1992.

1.04 SUBMITTALS

A. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
   1. For curing compounds, provide data on method of removal in the event of incompatibility with silane or siloxane floor sealants.

B. Mix Design: Submit proposed concrete mix design.
   1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
   2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
   3. Indicate proposed mix design complies with admixture manufacturer's written recommendations.

C. Test Reports: Submit report for each test or series of tests specified.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.

B. Follow recommendations of ACI PRC-305 when concreting during hot weather.

C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

1.06 WARRANTY

A. See Closeout requirments for additional warranty requirements.

PART 2 PRODUCTS

2.01 FORMWORK

A. Comply with requirements of Section 031000.

2.02 REINFORCEMENT MATERIALS

A. Comply with requirements of Section 032000.

2.03 CONCRETE MATERIALS

A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
   1. Acquire cement for entire project from same source.

B. Fine and Coarse Aggregates: ASTM C33/C33M.
   1. Acquire aggregates for entire project from same source.

C. Fly Ash: ASTM C618, Class C or F.

D. Calcined Pozzolan: ASTM C618, Class N.

E. Ground Granulated Blast Furnace Slag: ASTM C989/C989M.

F. Silica Fume: ASTM C1240, proportioned in accordance with ACI PRC-211.1.

G. Water: ASTM C1602/C1602M; clean, potable, and not detrimental to concrete.

2.04 ADMIXTURES

A. Do not use chemicals that will result in soluble chloride ions in excess of 0.1 percent by weight of cement.

2.05 ACCESSORY MATERIALS

A. Underslab Vapor Retarder:
   1. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
   2. Products:
      a. Stego Industries, LLC: Class A 15-mil: www.stegoindustries.com/#sle.
      b. Substitutions: Proposed products to be approved by DNR Engineer prior to use. Only products of equal properties and performance will be approved.

2.06 BONDING AND JOINTING PRODUCTS

A. Slab Isolation Joint Filler: 1/2-inch thick, height equal to slab thickness, with removable top section forming 1/2-inch deep sealant pocket after removal.
   1. Material: Closed-cell, non-absorbent, compressible polymer foam in sheet form.
   2. Products:
      a. W. R. Meadows, Inc; Deck-O-Foam Joint Filler with pre-scored top strip: www.wrmeadows.com/#sle.
      b. Substitutions: Products to be approved by DNR Engineer. Only products of comparable properties and performance will be considered.

2.07 CURING MATERIALS

A. Evaporation Reducer: Liquid thin-film-forming compound that reduces rapid moisture loss caused by high temperature, low humidity, and high winds; intended for application immediately after concrete placement.
   1. Products:
      a. Nox-Crete Inc; Monofilm: www.nox-crete.com/#sle.
      b. Substitutions: Proposed products to be approved by DNR Engineer prior to use. Only products of equal properties and performance will be approved.

2.08 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations.

B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience, as specified in ACI SPEC-301.

C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.

D. Normal Weight Concrete:
   1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: 4,000 pounds per square inch.
   2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.
   3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.
   4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.
   5. Water-Cement Ratio: Maximum 40 percent by weight.
   6. Maximum Slump: 4 inches.
   7. Maximum Aggregate Size: 3/4 inch.

2.09 MIXING

A. Transit Mixers: Comply with ASTM C94/C94M.

B. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

A. Verify that forms are clean and free of rust before applying release agent.

B. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.

C. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
   1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.
   2. Carefully place and secure sub-slab rigid insulation board. Tape seams if necessary to ensure minimal shifting during concrete pouring process,

3.03 PLACING CONCRETE

A. Place concrete in accordance with ACI PRC-304.

B. Place concrete for floor slabs in accordance with ACI PRC-302.1.

C. Notify Architect not less than 24 hours prior to commencement of placement operations.

D. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

E. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.

F. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.04 SLAB JOINTING

A. Locate joints as indicated on drawings.

B. Anchor joint fillers and devices to prevent movement during concrete placement.

C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.

D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch thick blade and cut at least 1 inch deep but not less than one quarter (1/4) the depth of the slab.

3.05 FLOOR FLATNESS AND LEVELNESS TOLERANCES

A. Minimum F(F) Floor Flatness and F(L) Floor Levelness Values:
   1. Exposed to View and Foot Traffic: F(F) of 20; F(L) of 15, on-grade only.

B. Measure F(F) Floor Flatness and F(L) Floor Levelness in accordance with ASTM E1155/E1155M, within 48 hours after slab installation; report both composite overall values and local values for each measured section.

C. Correct the slab surface if composite overall value is less than specified and if local value is less than two-thirds of specified value or less than F(F) 13/F(L) 10.

D. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.06 CONCRETE FINISHING

A. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
   1. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.
   2. Chemical Hardener: See Section 033511.

B. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains as indicated on drawings.

C. Concrete Polishing: See Section 033511.

3.07 CURING AND PROTECTION

A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
   1. Normal concrete: Not less than seven days.

C. Surfaces Not in Contact with Forms:
   1. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
      a. Ponding: Maintain 100 percent coverage of water over floor slab areas, continuously for 4 days.
      b. Spraying: Spray water over floor slab areas and maintain wet.
   2. Final Curing: Begin after initial curing but before surface is dry.
      a. Moisture-Retaining Sheet: Lap strips not less than 3 inches and seal with waterproof tape or adhesive; secure at edges.
      b. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.08 FIELD QUALITY CONTROL

A. Provide free access to concrete operations at project site and cooperate with appointed firm.

B. Submit proposed mix design to DNR Engineer for review prior to commencement of concrete operations.

C. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 75 cubic yards or less of each class of concrete placed.

D. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

E. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C143/C143M.

F. Slab Testing: Cooperate with manufacturer of specified moisture vapor reducing admixture (MVRA) to allow access for sampling and testing concrete for compliance with warranty requirements.

G. Permeability Test: Test concrete with waterproofing admixture according to COE CRD-C 48.

3.09 DEFECTIVE CONCRETE

A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.

B. Defective Concrete: Concrete not complying with required lines, details, dimensions, tolerances or specified requirements.

C. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.

D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.10 PROTECTION

A. Do not permit traffic over unprotected concrete floor surface until fully cured.

3.11 SCHEDULE - CONCRETE TYPES AND FINISHES

A. Foundations: 4,000 pounds per square inch 28 day concrete

B. Interior Slab: [4,000 pounds per square inch] 28 day concrete; Smooth, hard troweled with densifyer and silane or siloxane sealer.

C. Exterior Infill Slab and Frost Stoops: [4,000 pounds per square inch] 28 day concrete; brushed finish parallel to building. Apply densifyer and silane or siloxane sealer. Use 1/2" thickness asphaltic type transition joint at existing concrete/asphalt abutment.

END OF SECTION

SECTION 072119
FOAMED-IN-PLACE INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Foamed-in-place insulation.
   1. In exterior framed walls.
   2. In underside of roofs.

1.02 REFERENCE STANDARDS

A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2021.

B. ASTM D1621 - Standard Test Method for Compressive Properties of Rigid Cellular Plastics; 2016 (Reapproved 2023).

C. ASTM D1622 - Standard Test Method for Apparent Density of Rigid Cellular Plastics; 2020.

D. ASTM D1623 - Standard Test Method for Tensile and Tensile Adhesion Properties of Rigid Cellular Plastics; 2017 (Reapproved 2023).

E. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2025.

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

G. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2024a.

H. ASTM E2178 - Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.

I. FM 4880 - Examination Standard for Class 1 Fire Rating of Building Panels or Interior Finish Materials; 2022.

J. NFPA 275 - Standard Method of Fire Tests for the Evaluation of Thermal Barriers; 2022.

K. UL 1040 - Standard for Safety Fire Test of Insulated Wall Construction; Current Edition, Including All Revisions.

1.03 SUBMITTALS

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

B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements.

C. Certificates: Certify that products of this section meet or exceed specified requirements.

D. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.

E. Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

F. Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of all contractor accreditation and installer certification on site during and after installation. Present on-site documentation upon request.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.

B. Installer Qualifications: Company specializing in performing work of the type specified, with minimum three years documented experience, and approved by manufacturer.

1.05 FIELD CONDITIONS

A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.

B. Do not apply foam when temperature is within 5 degrees F of dew point.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Foamed-In-Place Insulation:
   1. BASF Corporation; WALLTITE US Series Closed Cell: www.spf.basf.com/#sle.
   2. Owens Corning; Natural Poymers Natural-Therm Pro Spray Polyurethane Foam: www.owenscorning.com/#sle.
   3. Substitutions: Substitutions may be considered by providing all submittal data required above for proposed product. Product must meet or exceed performance requirments of this specification to be considered. Substitutions to be approved by DNR Engineer.

2.02 MATERIALS

A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, open cell or closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
   1. Regulatory Requirements: Comply with applicable code for flame and smoke, concealment, and fire protection requirements.
   2. Thermal Resistance: R-value of 6.5, minimum, per 1-inch thickness at 75 degrees F mean temperature when tested in accordance with ASTM C518.
   3. Water Vapor Permeance: Vapor retarder; 2 perms, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.
   4. Water Absorption: Less than 2 percent by volume, maximum, when tested in accordance with ASTM D2842.
   5. Air Permeance: 0.04 cfm per square foot, maximum, when tested at intended thickness in accordance with ASTM E2178 at 1.57 psf.
   6. Closed Cell Content: At least 90 percent.
   7. Surface Burning Characteristics: Flame spread/smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.
   8. Products:
      a. BASF Corporation; WALLTITE US: www.spf.basf.com/#sle.
      b. Owens Corning; Natural Poymers Natural-Therm Pro Spray Polyurethane Foam: www.owenscorning.com/#sle
   9. Substitutions: Substitutions may be considered by providing all submittal data required above for proposed product. Product must meet or exceed performance requirments of this specification to be considered. Substitutions to be approved by DNR Engineer.

2.03 ACCESSORIES

A. Primer: As required by insulation manufacturer.

B. Protective Coating: Sprayed, treated with flame retardants as required to comply with applicable codes.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify work within construction spaces or crevices is complete before insulation application.

B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation adhesion.

3.02 PREPARATION

A. Mask and protect adjacent surfaces from over spray or dusting.

B. Apply primer in accordance with manufacturer's instructions.

3.03 APPLICATION

A. Apply insulation in accordance with manufacturer's instructions.

B. Apply insulation by spray method, to a uniform monolithic density without voids.

C. Apply to a minimum cured thickness of 3 inch.

D. Patch damaged areas.

E. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.

F. Trim excess away for applied trim or remove as required for continuous sealant bead.

3.04 FIELD QUALITY CONTROL

A. Work must be acceptable in appearance to DNR Engineer.

3.05 PROTECTION

A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION

SECTION 077123
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Pre-finished galvanized steel 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 REFERENCE STANDARDS

A. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.

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

C. ASTM D2665 - Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Drain, Waste, and Vent Pipe and Fittings; 2024.

D. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Comply with SMACNA (ASMM) for sizing components for rainfall intensity determined by a storm occurrence of 1 in 10 years.

B. Comply with applicable code for size and method of rain water discharge.

1.05 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.

1.06 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.

1.07 WARRANTY

A. Installation Warranty: Provide 5-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. Alside, Inc; _____: www.alside.com/#sle.
   2. ATAS International, Inc; ____: www.atas.com/#sle.
   3. Cheney Flashing Company; ____: www.cheneyflashing.com/#sle.
   4. Drexel Metals Inc; _____: www.drexmet.com/#sle.
   5. Hickman Edge Systems; Wind Resistant Gutter: www.hickmanedgesystems.com/#sle.
   6. Metal-Era Inc; Seal-Tite WR Gutter: www.metalera.com/#sle.

7. SAF Perimeter Systems, a division of Southern Aluminum Finishing Company, Inc; ____: www.saf.com/persys/#sle.
8. Substitutions: Provide product data showing substitution meets or exceeds performance requirments of this specification. DNR Engineer will review and approve like products.

2.02 MATERIALS

A. Polyvinyl Chloride (PVC): ASTM D2665, virgin vinyl, SDR 35 pipe and fittings, high impact type, colorfast; ____ color.

B. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch thick base metal.
   1. Finish: Shop pre-coated with PVDF (polyvinylidene fluoride) coating.
   2. Color: As selected by Architect from manufacturer's standard colors.

2.03 COMPONENTS

A. Gutters: SMACNA rectangular style profile.

B. Downspouts: SMACNA rectangular profile.

C. Connectors: Furnish required connector pieces for polyvinyl chloride (PVC) components.

D. Anchors and Supports: Profiled to suit gutters and downspouts.
   1. Anchoring Devices: In accordance with SMACNA requirements.
   2. Gutter Supports: Brackets.
   3. Downspout Supports: Brackets.

E. Fasteners: Galvanized steel, with soft neoprene washers.

2.04 FABRICATION

A. Form gutters and downspouts of profiles and size indicated.

B. Fabricate with required connection pieces.

C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.

D. Hem exposed edges of metal.

E. Fabricate gutter and downspout accessories; seal watertight.

2.05 ACCESSORIES

A. Splash Pads: Precast concrete type; minimum 3,000 psi compressive strength at 28 days, with minimum 5 percent air entrainment.

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 ACCESSORIES INSTALLATION

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

END OF SECTION

SECTION 133400
ENGINEERED POST FRAME STRUCTURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Engineered wood-framed structures consisting of the following components:
      a. Factory-engineered wall columns.
      b. Factory-engineered roof truss.
      c. Factory-engineered metal roof and wall panels.
      d. Factory-engineered building system accessories including doors and windows.
      e. Prefinished metal trim items.
      f. Prefinished ridge vents and soffits.

1.02 REFERENCES

A. Reference Standards:
   1. Preservative Treated Lumber:
      a. American Wood Preservers Association (AWPA).
   2. Lumber grading rules and wood species:
      a. National Design Specifications for Wood Construction, current edition.
      b. Northeastern Lumber Manufacturer's Association, Inc. (NELMA).
      c. Southern Pine Inspection Bureau (SPIB): Southern Pine.
      d. West Coast Lumber Inspection Bureau (WCLIB): Douglas Fir.
      e. Western Wood Products Association (WWPA): Douglas Fir and Ponderosa Pine.
   3. MSR Lumber Producers Council (MSR) for machine stress rated lumber.
   4. National Design Specifications for Wood Construction.
   5. National Design Standard for Metal Plate Connected Wood Truss Construction (TPI).

1.03 ACTION SUBMITTALS

A. Product Data: For each type of process and factory-engineered product. Indicate component materials, dimensions, profiles, and construction and installation details.
   1. Include information for specialty accessory products specified for this Project.
   2. Include data for wood-preservative treatment from chemical treatment manufacturer and certification by treating plant that treated materials comply with requirements. Indicate type of preservative used and net amount of preservative retained.
   3. For products receiving waterborne treatment, include statement that moisture content of treated materials was reduced to levels specified before shipment to truss fabricator.
   4. Include copies of warranties from chemical treatment manufacturers for each type of treatment.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
   1. Sizes, stress grades, and species of lumber.
   2. Anchor-bolt or foundation anchorage layout.
   3. Structural Framing Drawings: Show complete fabrication of primary and secondary framing. Include provisions for openings and the following information:
      a. Slope or depth, span, and spacing of truss.
      b. Heel bearing height.
      c. Design loading to include:
         1) Top chord live load.
         2) Top chord dead load.
         3) Bottom chord dead load.
         4) Concentrated loads and their points.
      d. Adjustments to lumber and plate design values for conditions of use.
      e. Plate type, thickness of gauge, and size.

f. Lumber size, species and grade for each member.

4. Metal Roof and Wall Panel Layout Drawings: Show layouts of metal panels including methods of support. Include details of edge conditions, joints, panel profiles, corners, anchorages, trim, flashings, closures, and special details. Indicate the following components:
   a. Roof mounted items.
   b. Wall mounted items.
5. Submit Shop Drawings that have been engineered and certified by professional engineer licensed in the State in which Project is located. Include seal and signature of professional engineer on Shop Drawings.

C. Design Data: Truss engineering calculations for loading and stresses, bearing seal and signature of professional engineer licensed in the State in which Project is located. Include the following calculations:
1. Minimum design shall meet design standards of latest edition of International Building Code unless other, more stringent requirements are in force in Project location.
2. Bending moments and axial forces for each member.
3. Basic plate design values.
4. Design analysis for each joint indicating that proper plates have been used.
5. Provide design calculations for exterior walls, canopies, soffit systems, and lateral bracing walls. Design wind loads and lateral bracing loads are indicated on structural Drawings.
6. Submit design calculations that have been engineered and certified by professional engineer licensed in the State in which Project is located. Include seal and signature of professional engineer on calculations

D. Samples for Initial Selection: For units with factory-applied color finish, color chart of manufacturer's standard colors.

1.04 INFORMATIONAL SUBMITTALS

A. Evaluation Reports: For the following, from ICC-ES:
1. Wood-preservative-treated wood.
2. Engineered wood products.

B. Quality Control Submittals:
1. Test Reports: Certified test reports showing compliance with specified performance characteristics.
2. Certification: Manufacturer’s certification that Products furnished meet specified design and performance criteria.

C. Submit written proof of third party inspection program in force for truss manufacturer used on Project.

D. Certifications: Certify that specified roof and wind load requirements are met.

1.05 QUALITY ASSURANCE

A. Manufacturer Qualifications: Manufacturer with minimum 5 years’ documented experience that participates in recognized quality-assurance program that complies with quality-control procedures and that involves third-party inspection by an independent testing and inspecting agency acceptable to Architect and authorities having jurisdiction.
1. Manufacturer's responsibilities include providing professional engineering services needed to assume engineering responsibility.
2. Manufacturer shall have engineering department.
3. Engineering Responsibility: Preparation of Shop Drawings and comprehensive engineering analysis by qualified professional engineer.

B. Erector Qualifications: An experienced erector who specializes in erecting and installing work similar in material, design, and extent to that indicated for this Project and who is acceptable to manufacturer.

C. Source Limitations: Obtain engineered post frame building components, including primary and secondary framing and metal panel assemblies, from single source from single manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Handle and store materials per manufacturer's requirements.

B. Handle and store trusses to comply with recommendations in TPI BCSI, "Building Component Safety Information: Guide to Good Practice for Handling, Installing, Restraining, & Bracing Metal Plate Connected Wood Trusses."
   1. Store trusses flat, off of ground, and adequately supported to prevent lateral bending.
   2. Protect trusses from weather by covering with waterproof sheeting, securely anchored.
   3. Provide for air circulation around stacks and under coverings.
   4. Store trusses to avoid contact with other materials that could create staining or discoloration.

C. Inspect trusses upon deliver to Project site and notify manufacturer immediately if members have damage from handling or show discoloration, corrosion, or other evidence of deterioration. Discard and replace trusses that are damaged or defective.

1.07 WARRANTY

A. Manufacturers Warranty – Treated Wood Material: Manufacturer agrees to repair, restore, or replace columns that fail in materials within specified warranty period.
   1. Warranty Period: 50 years from date of Substantial Completion.
   2. Manufacturer shall repair treated structural columns that fail because of insect damage or because of decay that occurs under normal conditions and proper use. If manufacturer is not able to repair structural posts to satisfaction of Architect and Owner, manufacturer shall replace damaged treated structural columns.

B. Manufacturers Warranty on Metal Panel Finishes: Manufacturers standard form or written warranty in which manufacturer agrees to repair, finish, or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.
   1. Exposed Panel Finish: Deterioration includes the following:
      a. Color fading more than 5 Hunter units when tested per ASTM D2244.
      b. Chalking in excess of a No. 8 rating when tested per ASTM D4214.
      c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
   2. Finish Warranty Period: From date of Substantial Completion, 40 years on chalk; 30 years on color changes or fading.
   3. Warranty Exclusions: Manufacturer will not warrant metal panel finishes damaged due to exposure to atmospheric pollutants including animal waste or other corrosive conditions. Manufacturer will not warrant labor by others.
   4. Manufacturer shall repair painted steel roofing or siding panels if the paint peels, cracks, checks, flakes or blisters to an extent that is apparent by ordinary outdoor visual observation when exposed to normal weather and atmospheric conditions. If manufacturer is not able to repair steel panels to satisfaction of Architect and Owner, manufacturer shall replace damaged steel panels.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturer of Engineered Post Frame Structure must meet all specified requirements.

2.02 PERFORMANCE CRITERIA

A. Design Requirements:
   1. Design wood members per formulas published in National Design Specifications (NDS) for Wood Construction.
   2. Design light meta-toothed connector plates and joint design in compliance with Truss Plate Institute’s (TPI) National Design Standard for Metal Plate Connected Wood Truss Construction.

3. Include unbalanced roof loads required by ASCE-7, current edition.

2.03 WOOD-PRESERVATIVE-TREATED LUMBER

A. Preservative Treatment by Pressure Process: AWPA U1; Use Category UC3b for exterior construction not in contact with ground, and Use Category UC4a for items in contact with ground.
   1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium. Do not use inorganic boron (SBX) for sill plates.
   2. For exposed items indicated to receive stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.

B. Maximum moisture content of 19 percent or per appropriate grading rules. Do not use material that is warped or does not comply with requirements for untreated material.

C. Mark lumber with treatment quality mark of inspection agency approved by ALSC Board of Review.

D. Application: Treat items indicated on Drawings, and the following:
   1. Laminated columns.
   2. Baseboards.
   3. Hold down blocks.

2.04 MATERIALS - WOOD

A. Laminated Columns: Factory-fabricated from minimum 3 ply 2 inch by 6 inch #1 or better southern yellow pine.
   1. Columns to 20 Feet Lengths: Full-length (unspliced) nail laminated plys. Provide middle ply with short truss support block.
   2. Columns over 20 Feet Lengths: Spliced laminated plies per approved Shop Drawings and manufacturer's design.
   3. Preservative-Treatment: Treat portions of columns designed to be in contact with ground to net retention of 0.60 pounds per cubic foot of CCA per AWPA U1 requirements.

B. Wood Trusses: Factory-fabricated of surfaced lumber.
   1. Lumber:
      a. Top and Bottoms Chords: No. 1 or better Southern yellow pine or comparable Spruce-pine-fir.
      b. Webs: No. 2 or better Southern yellow pine or SPF.
   2. Metal Connector Plates: Fabricated from ASTM A653; Structural Steel (SS), high-strength low-alloy steel Type A (HSLAS Type A); G60 hot-dip galvanizing coating designation.
      a. Plate Thicknesses: 0.036 inch and 0.0556 inch thick.

C. Baseboards: 2 inch by 12 inch No. 2 or better Southern yellow pine, tongue-and-groove.
   1. Preservative-Treatment: Treat baseboards for ground contact conditions per AWPA U1 requirements. Preservative shall penetrate 100 percent of sapwood.

D. Wall Girts: 2 inch by 6 inch, MSR SPF 1650.

E. Purlins and Truss Ties: 2 inch by 4 inch, MSR SPF 1650, orientated flat or vertically.
   1. Purlins may be installed over top chord of truss flat or in purling hangers. Where purlins and truss ties are set in hangers, provide 2 inch by 6 inch laid on edge, MSR SPF 1650 or No. 1 or better Southern yellow pine.

F. Overhang Framing: Fabricated rafter frames.
   1. Provide factory beveled fascia boards, 2 inch by 6 inch Spruce-pine-fir, No. 1.

G. Wind Bracing:
   1. 2 inch by 6 inch, No. 2 or better Spruce-pine-fir from end wall column to first truss back.
   2. 2 inch by 4 inch diagonal in-roofline bracing as required by design.

H. Framing Around Openings:

1. Provide 2 inch by 6 inch/2 inch by 4 inch No. 1 around door, window, and overhead sectional door openings.

I. Headers: Provide built-up No. 1 or better Southern yellow pine headers as required to meet loading designs at man doors. Provide minimum 2-ply 2.0E LVL 1.75 inch x 11.875 inch at overhead doors 10 feet and wider.

J. Incidental Framing to Remain: No.1 or better 2 inch by 4 inch.

K. Incidental Framing Temporary: No.2 or better 2 inch by 4 inch.

2.05 MATERIALS – PREFINISHED METAL MATERIALS

A. General: Factory-formed metal panels, roll-formed in manufacturers facility, designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weather-tight installation.

B. Metal Wall Panels: Exposed-fastener metal wall panels, formed with raised ribs and recesses.
1. Material: Zinc-coated (galvanized) steel sheet, 24 Gauge minimum.
   a. Exterior Finish: PVDF.
   b. Color: Selected by Architect from manufacturer's full range.
2. Rib Spacing: 2 major ribs at 9 inches on center. 2 minor ribs at 3 inches on center between major ribs.
3. Panel Coverage: 36 inches.
4. Panel Height: 3/4 inch.

C. Wainscoting: 42 inch high from base of building, consisting of the following material:
1. Steel panel matching specified wall panels. Color: Selected by Architect from manufacturer's full range.
2. Color match 24 gauge flashing and drip edge at wall panel intersection.

D. Metal Trim: Match material and color of metal panels. Provide trim for corners, ridge lines, rakes, eaves, and panel bases.
1. Lengths: Minimum 12 feet.
2. Trim, overhang fascia, track covers, and slide door jambs available in building panel covers.
3. Overhead Sectional Door and Slide Door Jamb Trim: Fabricated from 1 piece up to 12 feet in length.

E. Metal Roof Panels: Standing Seam Metal Roof Panels
1. Basis of Design:
   a. MBCI LokSeam – 1 ¾” seam height, 24 Gauge, Structural Standing Seam System(Designed to be installed over roofing purlins and not requiring roofing sheathing or substrate), major rib spacing of 16-inches with (2)two minor intermittent ribs to prevent warping, color to be selected by architect.

F. Soffits: Steel, 24 gauge, vented and solid. Color: Selected by Architect from manufacturer's full range.

G. Ridge Vent: Color match roofing material. Must be compatible with roofing system. Must be enclosed and prevent animal and insect intrusion. Field-fabricate minor flashings as indicated on approved Shop Drawings. Shop drawings to show detailing describing leak-proof design and installation procedure.
1. Provide ridge vents and profile vents as indicated on Drawings.

2.06 RELATED MATERIALS

A. Insulation: Where indicated on Drawings, provide insulation per specification Section 072119.

B. Walk Doors: Where indicated on Drawings, provide the following type of doors:
1. Steel frame and sash with electrostatically coated enamel paint finish and window manufacturers standard insulated glass unit. Locking options based on Project

requirements. Locks to be keyed per DNR and ATV park staff requirements. 4 key sets shall be provided to owner.

a. Basis of Design: (Proposed substitutions must meet or exceed performance requirements of this door.)
   1) AJ Manufacturing: 7100 Series Commercial Post Frame Entry / Walk Doors.
   2) Plyco Corporation: Plyco Series 20

C. Windows: Where indicated on Drawings, provide the following type of windows:
   1. Thermally insulated extruded aluminum frame and sash with electrostatically coated enamel paint finish and insulated glass window units.
      a. Basis of Design: (Proposed substitutions must meet or exceed performance requirements of this door.)
         1) AJ Manufacturing: Series 900 Window with EZ Fit Trim.

D. Sectional Doors: Where indicated on Drawings, provide the following type of doors:
   1. Thermally insulated steel encased sectional door as shown on drawings. Sections to be factory prefinished white. Sectional doors, tracks, openers, sensors, mounting and operation hardware to be supplied as a system by same manufacturer or supplier.
      a. Basis of Design: (Proposed substitutions must meet or exceed performance requirements of this door.)
         1) Overhead Door Company; Thermacore 599
      b. Electronic Opener to be capable of operating doors of designed size and weight.
         1) Basis of Design: (Proposed substitutions must meet or exceed performance requirements of this door.)
            (a) Liftmaster T-Series; 1/2HP, Trolley type
            (b) Provide HD track and door rollers, solid 1" shaft with 1/4 inch keyway and HD 3 3/4" spring coil ID minimum.
         2) Two remote controls to be provided to ower for each overhead door.
         3) Electrician to install all Low Voltage wiring, boxes, and conduit to sectional door motion sensor locations. Electrician to install all conduit, wiring, and boxes necessary for opener installation and operation. Door installer to install sensors and openers. Coordinate installation between these trades.

E. Metal Panel Closure Strips: Closed cell, 2 psf density polyethylene foam, premolded to match configuration of panels.

2.07 FASTENERS

A. General: Provide fasteners of size and type indicated that comply with requirements specified in this Article for material and manufacture.
   1. Where wood is exposed to weather, in ground contact, made from pressure-preservative treated wood, or in area of high relative humidity, provide fasteners with hot-dip zinc coating complying with ASTM A153.
   2. Exposed Fastener Heads: Match color of steel panel.
   3. Where steel panels or trim is attached to preservative-treated lumber, provide fasteners of unpainted Type 304 stainless steel.

B. Nails, Brads, and Staples: ASTM F1667.
   1. Framing Lumber: 10d, 16d and 60d ring shank nails.
   2. Machine Bolts: Minimum grade 1, A307.
   3. Metal Panels: Minimum 1-1/2 inch No. 10 screw fasteners with EPDM sealing washers bearing on weather side of metal panels.
      a. Head color to match color of metal panels.

2.08 FABRICATION

A. Shop-fabricate wood trusses in TPI inspected plant.

B. Cut truss members to accurate lengths, angles, and sizes to produce close-fitting joints.

C. Fabricate metal connector plates to sizes, configurations, thicknesses, and anchorage details required to withstand design loads for types of joint designs indicated.

D. Assemble truss members in design configuration indicated; use jigs or other means to ensure uniformity and accuracy of assembly with joints closely fitted to comply with tolerances in TPI
   1. Position members to produce design camber indicated.
      1. Fabricate wood trusses within manufacturing tolerances in TPI 1.

E. Connect truss members by metal connector plates located and securely embedded simultaneously in both sides of wood members by air or hydraulic press.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions, with erector present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

B. Before erection proceeds, verify elevations and locations of concrete and/or masonry bearing surfaces. With erector present, locate all anchor rods, bearing plates, and other embedded items intended to receive and attach structural framing. All members and connections must be in compliance with building code requirements and metal building system manufacturer tolerances.
   1. Contractor to procure land surveyor to perform staking and preconstruction survey at contractors expense. DNR Engineer to verify survey results and staking prior to beginning construction.

C. Verify that mechanical and electrical utilities are in correct position.

D. Proceed with erection only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Provide temporary shores, guys, braces, and other supports during erection to keep framing secure, plumb, and in alignment against temporary construction loads and loads equal in intensity to design loads. Remove temporary supports only when permanent framing, connections, and bracing are in place unless otherwise approved by DNR Engineer.

3.03 ERECTION OF FRAMING

A. General: Do not use materials that are unsound, warped, improperly finished, or with defective surfaces, sizes, or patterns.
   1. Comply with frame manufacturers approved Shop Drawings for details and building erection.
   2. Comply with NFBA document “Accepted Practices for Post-frame Construction Framing Tolerances.”

B. Columns:
   1. Auger hole to depth of diameter indicated on Drawings.
   2. Pour ready mix concrete pad in bottom of each hole per Drawings.
   3. Install hold down blocks at bottom of each column per approved Shop Drawings.
   4. Accurately position column in hole.
   5. Backfill with (3)three lifts of Class B gravel fill compacted in 8-inch lifts and (2)two lifts of dry soil compacted in 8-inch lifts.

C. Baseboards: Install (2)two runs of 2-inch by 12-inch tongue-and-groove ground contact treated plank, at grade, using manufacturer recommended fasteners.

D. Wall Girts: Install at centers indicated on Drawings.
   1. Install overhang framing at top of wall girts.

E. Trusses:
   1. Set trusses in place in center of column using lifting methods as approved by manufacturer.

2. When trusses are properly positioned, install 1/2 inch by 5-1/2 inch machine bolt and manufacturer recommended 20d ring shank nails through (2)two of the column laminates and truss heel.
3. Brace trusses per WTCA guidelines and BCSI Manual

F. Purlins: Install purlins with fasteners and at spacing per approved Shop Drawings.

G. Truss Ties: Install truss ties at locations recommended by structure manufacture and per approved Shop Drawings.
1. Run truss ties from end wall to end wall.

H. Incidental Framing: Install 2-inch by 4-inch or 2-inch by 6-inch blocking as required per structure manufacturers recommendations.

3.04 METAL PANEL INSTALLATION - GENERAL

A. Install metal panels per manufacturers established construction procedures.

B. Install metal panels and components plumb, square, straight, and true to lines, and to assure freedom from rattles.

C. Take care when cutting prefinished materials to ensure cuttings do not remain on finished surface.

D. Properly install fasteners taking care to not under- or overdrive.

3.05 METAL PANEL INSTALLATION

A. Standing Seam Roofing Panels: Install anchor clips to purlins as required by manufacturer and building code design loads. Correct spacing shall be indicated on shop drawings. Install panels perpendicular to wood purlins and aligned straight with end wall fascia. Attach panels to anchor clips per manufacturer requirments.

B. Wall Panels: Install metal panels perpendicular to wall girts, aligned, level and plumb. Anchor wall panels to wall girts with specified fastener type and at spacing required by building code design loads and as required by manufacturer.

C. Vented Ridges: Fasten vented ridges to structure as indicated on Drawings, maintaining manufacturer's minimum clear throat opening. Refer to shop drawings for proper detailing and installation.

D. Soffits: Install soffits to interlock with trim items at top of steel siding and at fascia.
1. Vented soffit shall be used at end overhangs.
2. A combination of solid and perforated soffits shall be provided for balanced ventilation at side overhangs. Approximately 40% of eave overhangs length shall be ventilated.

E. Trim Items: Install trim items at base, wainscot transitions, corners, top of steel siding, fascia, gables, and ridges using no less than 1-inch color matched head screw fasteners.
1. Trim items shall be installed at the base, at any wainscot transition, corners, top of steel siding, fascia, gables and ridge using appropriate 1-inch color matched head screw fasteners.

F. Closure Strips: Provide closure strips at top and bottom of wall panels, and at top and bottom of wainscot transition.

END OF SECTION

SECTION 23 05 29
HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment components.

1.02 REFERENCE STANDARDS

A. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2024.

B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.

C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2025a.

D. ASTM B633 - Standard Specification for Electrodeposited Coatings of Zinc on Iron and Steel; 2023.

E. MFMA-4 - Metal Framing Standards Publication; 2004.

F. MSS SP-58 - Pipe Hangers and Supports - Materials, Design, Manufacture, Selection, Application, and Installation; 2025.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
   2. Coordinate the work with other trades to provide additional framing and materials required for installation.
   3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
   4. Coordinate the arrangement of supports with ductwork, piping, equipment and other potential conflicts installed under other sections or by others.
   5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

B. Sequencing:
   1. Do not install products on or provide attachment to concrete surfaces until concrete has fully cured in accordance with Section 03 30 00.

1.04 QUALITY ASSURANCE

A. Comply with applicable building code.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of plumbing work.
   2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
   3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.

4. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
    a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
    b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
    c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
    d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Prefabricated Trapeze-Framed Metal Strut Systems:
1. MFMA-4 compliant, pre-fabricated, MSS SP-58 type 59 continuous-slot metal strut channel with associated tracks, fittings, and related accessories.
2. MFMA-4 compliant, prefabricated, side-loading continuous-slot metal strut channel bracket with associated tracks, fittings, and related accessories.
3. Strut Channel or Bracket Material:
    a. Indoor Dry Locations: Use painted steel, zinc-plated steel, or galvanized steel.
    b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
4. Minimum Channel Thickness: Steel sheet, 12 gauge, 0.1046 inch.
5. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.
6. Accessories: Provide bracket covers, cable basket clips, cable tray clips, clamps, conduit clamps, fire-retarding brackets, j-hooks, protectors, and vibration dampeners.

C. Strut Channels:
1. ASTM A653/A653M galvanized steel bracket with clamps for surface mounting of piping or plumbing equipment support.
2. Channel or Bracket Kits: Include rods, brackets, end-fixed fittings, covers, clips, and other related hardware required to complete sectional trapeze section for piping or other support.

D. Channel Nuts:
1. Provide carbon steel channel nut with epoxy copper, galvanized steel, stainless steel, or zinc finish and long, regular, or short spring.

E. Hanger Rods:
1. Threaded zinc-plated steel unless otherwise indicated.
2. Minimum Size, Unless Otherwise Indicated or Required:
    a. Equipment Supports: 1/2 inch diameter.
    b. Piping up to 1 inch: 1/4 inch diameter.
    c. Piping larger than 1 inch: 3/8 inch diameter.
    d. Trapeze Support for Multiple Pipes: 3/8 inch diameter.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that mounting surfaces are ready to receive support and attachment components.

C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Provide independent support from building structure. Do not provide support from piping, ductwork, conduit, or other systems.

C. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

D. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

E. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

F. Equipment Support and Attachment:
   1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
   2. Use metal channel (strut) secured to studs to support equipment surface-mounted on hollow stud walls when wall strength is not sufficient to resist pull-out.
   3. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
   4. Unless otherwise indicated, mount floor-mounted equipment on properly sized 4 inch high concrete pad constructed in accordance with Section 03 30 00.
   5. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.

G. Secure fasteners according to manufacturer's recommended torque settings.

H. Remove temporary supports.

3.03 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches (40 mm).

3.04 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

B. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils (0.05 mm).

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A780/A780M.

3.05 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements for additional requirements.

B. Inspect support and attachment components for damage and defects.

C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.

D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

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SECTION 23 34 23
HVAC POWER VENTILATORS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Inline centrifugal fans and blowers.

1.02 REFERENCE STANDARDS

A. AMCA (DIR) - (Directory of) Products Licensed Under AMCA International Certified Ratings Program; 2015.

B. AMCA 99 - Standards Handbook; 2016.

C. AMCA 204 - Balance Quality and Vibration Levels for Fans; 2020.

D. AMCA 210 - Laboratory Methods of Testing Fans for Certified Aerodynamic Performance Rating; 2016.

E. AMCA 300 - Reverberant Room Method for Sound Testing of Fans; 2014.

F. AMCA 301 - Methods for Calculating Fan Sound Ratings from Laboratory Test Data; 2022.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

B. Product Data: Provide data on fans and accessories, including fan curves with specified operating point plotted, power, rpm, sound power levels at rated capacity, and electrical characteristics and connection requirements.

1.04 QUALITY ASSURANCE

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Carnes, a division of Carnes Company Inc; _____: www.carnes.com/#sle.

B. Greenheck Fan Corporation: www.greenheck.com/#sle.

C. Loren Cook Company: www.lorencook.com/#sle.

D. Twin City Fan & Blower: www.tcf.com/#sle.

2.02 POWER VENTILATORS - GENERAL

A. Static and Dynamically Balanced: Comply with AMCA 204.

B. Performance Ratings: Comply with AMCA 210, bearing certified rating seal.

C. Sound Ratings: Comply with AMCA 301, tested to AMCA 300, bearing certified sound ratings seal.

D. Fabrication: Comply with AMCA 99.

E. Electrical Components: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Install power ventilators level and plumb.

C. Install units with clearances for service and maintenance.

D. Provide sheaves required for final air balance.

E. Install backdraft dampers on inlet to roof and wall exhausters.

F. Provide backdraft dampers on outlet from cabinet and ceiling exhauster fans and as indicated.

3.02 DUCTWORK CONNECTIONS

A. Drawings indicate general arrangement of ducts and duct accessories. Make final duct connections with flexible connectors.

3.03 ELECTRICAL CONNECTIONS

A. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

C. Install electrical devices furnished by manufacturer, but not factory mounted, according to NFPA 70 and NECA 1.
   1. Nameplate shall be laminated acrylic or melamine plastic signs with a black background and engraved white letters at least 1/2 inch (13 mm) high.

3.04 FIELD QUALITY CONTROL

A. Perform tests and inspections with the assistance of a factory-authorized service representative.

B. Tests and Inspections:
   1. Verify that shipping, blocking, and bracing are removed.
   2. Verify that unit is secure on mountings and supporting devices and that connections to ducts and electrical components are complete. Verify that proper thermal-overload protection is installed in motors, starters, and disconnect switches.
   3. Verify that there is adequate maintenance and access space.
   4. Verify that cleaning and adjusting are complete.
   5. Disconnect fan drive from motor, verify proper motor rotation direction, and verify fan wheel free rotation and smooth bearing operation. Reconnect fan drive system, align and adjust belts, and install belt guards.
   6. Adjust belt tension.
   7. Adjust damper linkages for proper damper operation.
   8. Verify lubrication for bearings and other moving parts.
   9. Verify that manual and automatic volume control and fire and smoke dampers in connected ductwork systems are in fully open position.
   10. Disable automatic temperature-control operators, energize motor and adjust fan to indicated rpm, and measure and record motor voltage and amperage.
   11. Shut unit down and reconnect automatic temperature-control operators.
   12. Remove and replace malfunctioning units and retest as specified above.

C. Test and adjust controls and safeties. Controls and equipment will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.05 ADJUSTING

A. Adjust damper linkages for proper damper operation.

B. Adjust belt tension.

C. Replace fan and motor pulleys as required to achieve design airflow.

D. Lubricate bearings.

END OF SECTION

SECTION 23 82 40
PROPELLER UNIT HEATERS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

A. Section includes propeller unit heaters with electric-resistance heating coils.

1.03 DEFINITIONS

A. BAS: Building automation system.

B. CWP: Cold working pressure.

C. PTFE: Polytetrafluoroethylene plastic.

D. TFE: Tetrafluoroethylene plastic.

1.04 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include rated capacities, operating characteristics, furnished specialties, and accessories.

B. Shop Drawings:
   1. Include plans, elevations, sections, and details.
   2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
   3. Include location and size of each field connection.
   4. Include details of anchorages and attachments to structure and to supported equipment.
   5. Include equipment schedules to indicate rated capacities, operating characteristics, furnished specialties, and accessories.
   6. Indicate location and arrangement of integral controls.
   7. Wiring Diagrams: Power, signal, and control wiring.

1.05 CLOSEOUT SUBMITTALS

A. Operation and Maintenance Data: For propeller unit heaters to include in emergency, operation, and maintenance manuals.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
   1. Indeeco
   2. Qmark
   3. Brasch

2.02 DESCRIPTION

A. Assembly including casing, coil, fan, and motor in horizontal discharge configuration with adjustable discharge louvers.

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

C. Comply with UL 2021.

2.03 HOUSINGS

A. Heating Housing shall be made from 18 and 20 gauge steel. Individual adjustable louvers with 30 degree downward stops shall be furnished to provide the desired control of discharge air. Cabinet finish shall be an almond epoxy/polyester powder paint. Mounting brackets designed for either ceiling or wall mounting shall be furnished as shown. Housing shall include an outlet protective screen. Screen shall prohibit debris from reaching the element compartment.

B. Discharge Louver: Adjustable fin diffuser for horizontal units and conical diffuser for vertical units.

2.04 COILS

A. Electric-Resistance Heating Coil: Nickel-chromium heating wire, free from expansion noise and 60-Hz hum, embedded in magnesium oxide refractory and sealed in steel or corrosion-resistant metallic sheath with fins no closer than 0.16 inch. Element ends shall be enclosed in terminal box. Fin surface temperature shall not exceed 550 deg F at any point during normal operation.
   1. Circuit Protection: One-time fuses in terminal box for overcurrent protection and limit controls for high-temperature protection of heaters.
   2. Wiring Terminations: Stainless-steel or corrosion-resistant material.

2.05 FAN AND MOTOR

A. Fan: Propeller type with aluminum wheel directly mounted on motor shaft in the fan venturi.

B. Fan and Motor shall be located upstream of heating elements. The motor shall be thermally protected. Fan Over-ride shall be included to purge the heater of residual heat when heater is de-energized.

2.06 CONTROLS

A. Control Devices:
   1. Unit-mounted thermostat.
   2. Unit mounted disconnect.

2.07 CAPACITIES AND CHARACTERISTICS: AS SCHEDULED ON THE DRAWINGS.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine areas to receive propeller unit heaters for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for electrical connections to verify actual locations before unit-heater installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

A. Install propeller unit heaters to comply with NFPA 90A.

B. Install propeller unit heaters level and plumb.

C. Suspend propeller unit heaters from structure with all-thread hanger rods and elastomeric hangers. Hanger rods and attachments to structure are specified in Section 230529 "Hangers and Supports for HVAC Piping and Equipment."

3.03 CONNECTIONS

A. Comply with safety requirements in UL 1995.

B. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

C. Connect wiring according to Section 260519 "Low-Voltage Electrical Power Conductors and Cables."

3.04 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation.
2. Operate electric heating elements through each stage to verify proper operation and electrical connections.
3. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

B. Units will be considered defective if they do not pass tests and inspections.

C. Prepare test and inspection reports.

3.05 ADJUSTING

A. Adjust initial temperature set points.

END OF SECTION

SECTION 26 05 00
COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

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

1.03 SUBMITTALS

A. Shop Drawings:
   1. Submit shop drawings, wiring diagrams, and descriptive literature on all equipment furnished in this contract. Contractor shall “approve” shop drawings as specified in Division 1 prior to submitting to Engineer for approval. Shop drawing submittals shall comply with Division 1 requirements.
   2. For each of the product categories listed below, provide manufacturers standard catolog information with contractor/manufacturer markup including bill of materials, product data, features, electrical ratings, wiring diagrams, etc.
      a. Products requiring shop drawings submittal:
         1) Panelboards
         2) Wiring Devices
         3) Floorboxes
         4) Interior Lighting
         5) Exterior Lighting
            (a) Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.
   3. Make submittals as soon as practicable after the signing of the contract. Shipment shall not be released until drawings and literature have been finally approved.
   4. Shop drawings shall be checked by the Contractor for shape, dimensions, and details of attachment to the construction before submittal. Submitted shop drawings will be presumed to have been so checked by the Contractor.
   5. The literature shall be complete, giving materials, gauges, weights, finishes, etc., and in case of lighting fixtures, shall include ETL photometric curves.
   6. Number of copies required is the number of copies the Contractor desires returned, or the quantity listed in Division 1, whichever is greater.
   7. Wiring diagrams shall be furnished for all communication and control systems under this contract.
   8. In addition to the foregoing, the Contractor is to supply to the General Contractor, for delivery to the Owner, bound in a single set, a complete shop drawing portfolio of all equipment indicated under the specific specification section. Submit these near completion of the project arranged and indexed according to the CSI format.

B. Test reports: Submit written installation test reports for review and approval immediately after testing has been satisfactorily completed.

C. Acceptance certificates: Submit written manufacturer, testing agency and/or local Code authority acceptance certificates with project closeout documentation.

D. Warranty: Submit a written warranty statement detailing all system and equipment warranties. Warranty shall be signed by Submittals are not required for this Section.

E. Operation & Maintenance Instructions:
   1. Refer to Division 1 for submittal and training requirements.
   2. Furnish approved operation and maintenance instruction booklets covering each listed item of equipment installed under this contract. These booklets shall provide complete instructions on the proper operation, use and periodic maintenance, together with the source of replacement parts and service for the item of equipment covered.
   3. Operation and maintenance manuals shall include copies of test reports, acceptance certificates and warranty information.
   4. In addition to the foregoing, the Contractor shall demonstrate to the Owner's designated personnel the use of the systems listed herein and shall furnish three (3) typewritten copies of a general operation procedure. Include locations and functions of switches, circuit breakers, fuses, etc.
   5. After final acceptance of all work and occupancy of the building, the Contractor shall have on the job, a qualified representative to make final adjustments of electrical systems and to instruct the Owner's representative in operating procedures, adjustment, and maintenance of system components, and to acquaint the Owner's representative with locations and functions of circuit breakers, fuses, switches, control devices, etc.

F. Record Drawings:
   1. Refer to Division 1 for submittal requirements.
   2. The Architect/Engineer will furnish one (1) set of blue line prints of the building floor plan for the Contractor's use in making a record layout of actual locations of equipment, devices, routing of conduits and locations of pull boxes for the following facilities:
      a. Electrical feeders to substations and branch circuit panels
      b. All branch circuit wiring
      c. Voice/data conduit system
      d. Empty conduits for use by others
   3. The information shall be neatly marked and the prints delivered to the Architect.

G. Contractor's Warranty:
   1. All work shall be warranted to be free of defects and to function properly for one year from the date of final acceptance or beneficial occupancy, whichever shall occur first. Defects appearing within the warranty period shall be repaired to the satisfaction of the Architect/Engineer. Refer to Division 1 for additional requirements.
   2. The warranty shall not obligate the Contractor for failure resulting from accident or from improper operation or care on the part of the Owner.
   3. Warranty for drivers and LEDs shall be as follows: Warranty failure shall be deemed to have occurred when 10% or more of the population of drivers or LED boards have failed. Should this occur, it is necessary that the Owner (or Contractor prior to substantial completion) make timely notification of the Architect/Engineer to facilitate a warranty claim with the manufacturer(s). Any extended warranties offered by Manufacturers shall not be preempted by this warranty.

1.04 BASIC REQUIREMENTS

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

B. Extended warranties and manufacturer based warranties shall be signed by the warranty holder.

C. Discrepancies: Whenever a discrepancy or inconsistency exists between related information indicated on the contract drawings and/or specifications (such as differences between product

descriptions and catalog numbers) this contractor shall obtain additional clarification and direction from the Architect/Engineer before proceeding. For bidding purposes, this contractor shall include warranty terms the labor and materials necessary to comply with the alternative that results in the greatest cost to the Contract.

D. Deficiencies: The Contractor and subcontractors shall resolve all known deficiencies and inadvertent omissions, including non-compliance with applicable codes, with the Architect/Engineer prior to ordering materials or proceeding with the work. Any work performed prior to receipt of instruction from the Architect/Engineer will be done so at the Contractor's risk.

E. Manufacturer's Catalog Numbers: Product series, model, or catalog numbers, whether indicated on drawings or specifications, shall not be considered complete. This Contractor shall not order any product based solely upon the stated catalog number. Furnish products including accessories and options necessary to match the full product description and its intended purpose and application based on all information available from the contract documents.

1.05 DETAILED REQUIREMENTS

A. Equipment and material specifications are minimum general requirements.

B. In cases where construction requirements and/or special features not mentioned are stated in subsequent sections, on the drawings, or by local Code, the higher standard shall apply.

C. Coordinate rough-in work and other electrical provisions for temperature sensors, CO2 sensors, humidistats, thermostats, and other wall-mounted BMS wired devices shown on the mechanical drawings. Refer to the mechanical plans and the mechanical symbols list to identify such items. Install a junction box with a plaster ring with pathway to equipment, unless otherwise indicated on mechanical drawings or specifications. Coordinate exact requirements with the contractor providing the wired device.

D. Electrical installations shall not hinder the regular maintenance of or replacement of mechanical equipment. Conduit and cabling shall not be installed beneath suspended mechanical units. Coordinate and plan installations.

1.06 COORDINATION

A. Coordinate arrangement, mounting, and support of electrical equipment:
   1. To allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
   2. To provide for ease of disconnecting the equipment with minimum interference to other installations.
   3. To allow right of way for piping and conduit installed at required slope.
   4. So connecting raceways, cables, and wireways will be clear of obstructions and of the working and access space of other equipment.

B. Prior to bidding, this contractor shall determine conduit and cabling routings, including the means and methods of installation, maximum feeder/branch-circuit lengths, pull boxes, junction boxes, conduit bodies, fittings, and any other related work in accordance with the contract documents and the applicable building codes.

C. Coordinate installation of required supporting devices and set sleeves in cast-in-place concrete, masonry walls, and other structural components as they are constructed.

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

1.07 QUALITY ASSURANCE

A. Test Equipment Suitability and Calibration: Comply with NETA ATS, "Suitability of Test Equipment" and "Test Instrument Calibration."

B. Tests & Adjustments

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

1.08 CODES, ORDINANCES, & PERMITS

A. All governmental codes and ordinances that are applicable and in effect at the time and location of this work are hereby referenced as an integral part of the specification to establish minimum standards of design detail, materials, and workmanship. Extra payment will not be allowed for work or changes required by local code enforcement authorities and/or utility companies. This is not to preclude the establishment of non-conflicting higher standards as may be specified herein and/or indicated on the drawings. In case of conflict between any of the standards established herein and a governmental code or ordinance, refer to the Architect/Engineer and obtain instructions before proceeding with the work involved.

B. Apply for, obtain, and pay for required permits and certificates of inspection

C. Particular attention is directed to:
1. National Electrical Code
2. Local electric wiring ordinances
3. IEEE standards association

PART 2 PRODUCTS

2.01 MANUFACTURERS

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

2.02 PROPRIETARY REFERENCES

A. Except where there is indication to the contrary, the intent of this specification is to be open to all brand names and suppliers that offer equipment that complies with the stated requirements of capacity, function, quality configuration, size, shape, and operating characteristics that are compatible with the design objectives of the system and interfacing equipment.

B. Stated requirements are minimum in the case of unit output and maximum in the case of input requirements.

C. The perceived operational limitations and maintenance requirements as well as the availability of suitable maintenance support will be evaluated in comparison to competing equipment as an important factor in deciding if an item of equipment is acceptable or not acceptable.

D. The product manufacturers listed are manufacturers that are believed to be producers of like equipment or materials and locally represented, with service capability and otherwise meeting the requirements of the contract documents. Reference to a brand name is not to be construed as a representation that the named supplier actually has available the equipment or materials that meet the detailed requirements of the contract documents.

E. Details of construction, control, or operation that are proprietary and not significant to the Owner's utilization of the equipment will not be used as a basis for qualifying or disqualifying any equipment.

2.03 SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Engineer at least 10 days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the work including changes in the work of other contracts that incorporation of the proposed substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Engineer's decision of approval or disapproval of a proposed substitution shall be final. Refer to Division 1 for additional requirements.

C. If the Engineer approves a proposed substitution prior to receipt of bids, such approval will be set forth in an addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the contract award unless specifically provided in the contract documents.

2.04 UL LABEL

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

PART 3 EXECUTION

3.01 BUILDING CONSTRUCTION

A. Refer to the general construction drawings, which are bound with the drawings of this work, for construction details, elevations, etc.

3.02 INSPECTION OF SITE

A. Determine information regarding existing construction by the site inspection prior to bidding.

B. By submitting a bid for this work, contractor agrees he has inspected the existing site and familiarized himself with existing conditions and how they relate to the contract documents.

3.03 COMMON REQUIREMENTS FOR ELECTRICAL INSTALLATION

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

B. Obtain and follow manufacturer's installation instructions in the installation of all electrical equipment. Observe all restrictions imposed by the equipment manufacturer, UL label, NEC, or other applicable code in regard to setting; anchoring; hanging; clearances; electric, magnetic or thermal separation; shielding; weather and moisture protection. In case of conflict between the specifications herein and instructions or code governing the installation, notify the Architect/Engineer and receive his instructions before proceeding.

C. Arrange exposed work as closely as practicable to wall or ceiling surfaces and in accurate alignment with exposed features of structure and/or trim. Locate concealed work so fittings, connectors, and other projections will clear surfaces. Where the option of more than one material is given, selection shall be confined to those which may be properly installed.

D. Install all work in a neat and workmanlike manner by workmen thoroughly qualified in the trade or duties they are to perform. Rough work will be rejected.

E. The Contractor is responsible for correct size and location of chases, slots, and openings require and will be liable for any cutting or patching made necessary by his failure to make proper arrangements in this respect.

F. Maintain a competent full-time superintendent on the job to oversee and coordinate work with other trades, receive instructions from the Architect/Engineer, make layout of work to suit actual conditions, and to satisfy requirements of the drawings, specifications, and good workmanship.

3.04 EXCAVATING & BACKFILLING

A. Provide excavating and backfilling necessary for installation of this work.

B. Dig trenches to proper depth, graded for fall and to give solid bearing for each length of conduit or wire. Underground conduit or wire shall not be covered until inspected and the installation approved.

C. Trenches under the building and under concrete slabs around the building shall be backfilled with mechanically tamped sand to level with surrounding earth. Dirt backfill shall not be used for these trenches.

D. Before starting any excavation, use every reasonable means (examination of drawings, check with local utility companies and completed site work, local inquiry and check of surface indications) to determine the presence of underground piping, wiring, etc. in the area to be excavated. If such are, or are suspected to be existing, obtain instructions from the Architect/Engineer before proceeding.

E. Refer to Division 31 for additional excavating, trenching and backfilling requirements.

F. Contractor shall verify, smooth or refill and reseed any settlement areas or mounded areas of trenching after one winter.

3.05 PAINTING

A. Exposed electrical work in unfinished areas will require painting unless noted otherwise.

B. Protect the manufacturer's finish on equipment that is so finished. Clean and/or touch-up as necessary to repair damage at the end of the job.

C. Paint exposed work installed under this contract with suitable primer and two coats of approved enamel, colors as specified or directed.

D. Protect the manufacturer's finish on equipment that is so finished. Clean and/or touch-up as necessary to repair damage at the end of the job.

3.06 CLEANING & RUBBISH

A. During the work, keep the premises clear of unnecessary accumulation of debris.

B. Plug or cap open ends of conduits to prevent the entrance of dirt and/or moisture during construction. Protect boxes, panel enclosures, etc. against the entrance of mortar, plaster, moisture, and other foreign material during construction, and thoroughly clean these spaces before pulling wires, and again, if necessary, before installing covers of fronts.

C. On completion of the work, remove all rubbish and debris resulting from the work or the work of subcontractors and dispose of same.

D. All equipment, fixtures, etc. shall be thoroughly cleaned of accumulated dust, plaster, or other dirt and left in a satisfactory condition for use.

END OF SECTION

SECTION 26 05 19
LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Single conductor building wire

B. Metal-clad cable

C. Wiring connectors

D. Electrical tape

E. Oxide inhibiting compound

F. Wire pulling lubricant

G. Cable ties

1.02 RELATED REQUIREMENTS

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

B. Section 07 84 00 - Firestopping.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.

D. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013 (Reapproved 2018).

B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).

C. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2020).

D. ASTM B800 - Standard Specification for 8000 Series Aluminum Alloy Wire for Electrical Purposes - Annealed and Intermediate Tempers; 2005 (Reapproved 2015).

E. ASTM B801 - Standard Specification for Concentric-Lay-Stranded Conductors of 8000 Series Aluminum Alloy Wire for Subsequent Covering of Insulation; 2018.

F. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.

G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

H. NECA 104 - Recommended Practice for Installing Aluminum Building Wire and Cable; 2012.

I. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.

J. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.

K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

L. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.

M. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.

N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.

O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.

P. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

Q. UL 1569 - Metal-Clad Cables; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
   2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
   3. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.

B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.

C. Metal-clad cable is permitted only as follows:
   1. Where not otherwise restricted, may be used:
      a. Where concealed above accessible ceilings for final connections from junction boxes to luminaires.
         1) Maximum Length: 6 feet.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

A. Provide products that comply with requirements of NFPA 70.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.

D. Comply with NEMA WC 70/ICEA S-95-658.

E. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.

F. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.

G. Conductors for Grounding and Bonding: Also comply with Section 26 05 26.

H. Conductor Material:
   1. Provide copper conductors except where aluminum conductors are specifically indicated or permitted for substitution. Conductor sizes indicated are based on copper unless specifically indicated as aluminum. Conductors designated with the abbreviation "AL" indicate aluminum.
      a. Substitution of aluminum conductors for copper is permitted only for the following:
         1) Feeders: Copper conductors size #4 AWG and larger.
      b. Where aluminum conductors are substituted for copper, comply with the following:
         1) Size aluminum conductors to provide, when compared to copper sizes indicated, equivalent or greater ampacity and equivalent or less voltage drop.
         2) Increase size of raceways, boxes, wiring gutters, enclosures, etc. as required to accommodate aluminum conductors.
   2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
   3. Aluminum Conductors (only where specifically indicated or permitted for substitution): AA-8000 series aluminum alloy conductors recognized by ASTM B800 and compact stranded in accordance with ASTM B801 unless otherwise indicated.

I. Minimum Conductor Size:
   1. Branch Circuits: 12 AWG.
      a. Exceptions:
         1) 20A, 120 V circuit longer than 100 ft: 10 AWG. for voltage drop.

J. Conductor Color Coding:
   1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
   2. Color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

2.03 SINGLE CONDUCTOR BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor Stranding:
   1. Feeders and Branch Circuits:
      a. Size 10 AWG and Smaller: Solid.
      b. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation:
   1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2.
   2. Aluminum Building Wire (only where specifically indicated or permitted for substitution): Type XHHW-2.

2.04 METAL-CLAD CABLE

A. Description: NFPA 70, Type MC cable listed and labeled as complying with UL 1569, and listed for use in classified firestop systems to be used.

B. Conductor Stranding:
   1. Size 10 AWG and Smaller: Solid.
   2. Size 8 AWG and Larger: Stranded.

C. Insulation Voltage Rating: 600 V.

D. Insulation: Type THHN, THHN/THWN, or THHN/THWN-2.

E. Grounding: Full-size integral equipment grounding conductor.

2.05 WIRING CONNECTORS

A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.

2.06 ACCESSORIES

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

B. Electrical Tape:
   1. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil; resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F and suitable for continuous temperature environment up to 221 degrees F.

C. Oxide Inhibiting Compound: Listed; suitable for use with the conductors or cables to be installed.

D. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.

E. Cable Ties: Material and tensile strength rating suitable for application.

PART 3 EXECUTION

3.01 INSTALLATION

A. Circuiting Requirements:
   1. Unless dimensioned, circuit routing indicated is diagrammatic.
   2. When circuit destination is indicated without specific routing, determine exact routing required.
   3. Arrange circuiting to minimize splices.
   4. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
   5. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.

B. Install products in accordance with manufacturer's instructions.

C. Perform work in accordance with NECA 1 (general workmanship).

D. Install aluminum conductors in accordance with NECA 104.

E. Install metal-clad cable (Type MC) in accordance with NECA 120.

F. Installation in Raceway:
   1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
   2. Pull all conductors and cables together into raceway at same time.
   3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
   4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.

G. Exposed Cable Installation (only where specifically permitted):
   1. Route cables parallel or perpendicular to building structural members and surfaces.
   2. Protect cables from physical damage.

H. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.

I. Support cables according to Section 260529 - Hangers and Supports for Electrical Systems.

J. Terminate cables using suitable fittings.
   1. Metal-Clad Cable (Type MC):
      a. Use listed fittings.
      b. Cut cable armor only using specialized tools to prevent damaging conductors or insulation. Do not use hacksaw or wire cutters to cut armor.

K. Install conductors with a minimum of 6-inches of slack at each outlet.

L. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.

M. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.

N. Make wiring connections using specified wiring connectors.
   1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
   2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
   3. Do not remove conductor strands to facilitate insertion into connector.
   4. Connections for Aluminum Conductors: Fill connectors with oxide inhibiting compound where not pre-filled by manufacturer.

O. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.

P. Insulate ends of spare conductors using vinyl insulating electrical tape.

Q. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

R. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

END OF SECTION

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SECTION 26 05 26
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding requirements.

B. Conductors for grounding and bonding.

C. Connectors for grounding and bonding.

D. Ground bars.

E. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

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

B. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

A. IEEE 81 - IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Grounding System; 2012.

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

C. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2017.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Comply with UL 467 for grounding and bonding materials and equipment.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

A. Do not use products for applications other than as permitted by NFPA 70 and product listing.

B. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.

C. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

D. Grounding System Resistance:
   1. Achieve specified grounding system resistance under normally dry conditions unless otherwise approved by Architect. Precipitation within the previous 48 hours does not constitute normally dry conditions.
   2. Grounding Electrode System: Not greater than 5 ohms to ground, when tested according to IEEE 81 using "fall-of-potential" method.

E. Grounding Electrode System:
   1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
      a. Provide continuous grounding electrode conductors without splice or joint.

b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.

2. Metal Underground Water Pipe(s):
   a. Provide connection to underground metal domestic and fire protection (where present) water service pipe(s) that are in direct contact with earth for at least 10 feet at an accessible location not more than 5 feet from the point of entrance to the building.
   b. Provide bonding jumper(s) around insulating joints/pipes as required to make pipe electrically continuous.
   c. Provide bonding jumper around water meter of sufficient length to permit removal of meter without disconnecting jumper.
3. Concrete-Encased Electrode(For new service installation):
   a. Provide connection to concrete-encased electrode consisting of not less than 20 feet of either steel reinforcing bars or bare copper conductor not smaller than 4 AWG embedded within concrete foundation or footing that is in direct contact with earth in accordance with NFPA 70.
4. Ground Rod Electrode(s):
   a. Provide three electrodes in an equilateral triangle configuration unless otherwise indicated or required.
   b. Space electrodes not less than 10 feet from each other and any other ground electrode.
   c. Where location is not indicated, locate electrode(s) at least 5 feet outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
5. Provide additional ground electrode(s) as required to achieve specified grounding electrode system resistance.

F. Service-Supplied System Grounding:
   1. For each service disconnect, provide grounding electrode conductor to connect neutral (grounded) service conductor to grounding electrode system. Unless otherwise indicated, make connection at neutral (grounded) bus in service disconnect enclosure.
   2. For each service disconnect, provide main bonding jumper to connect neutral (grounded) bus to equipment ground bus where not factory-installed. Do not make any other connections between neutral (grounded) conductors and ground on load side of service disconnect.

G. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
   1. Provide grounding electrode system for each separate building or structure.
   2. Provide equipment grounding conductor routed with supply conductors.
   3. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
   4. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.

H. Separately Derived System Grounding:
   1. Separately derived systems include, but are not limited to:
      a. Transformers (except autotransformers such as buck-boost transformers).
      b. Uninterruptible power supplies (UPS), when configured as separately derived systems.
      c. Generators, when neutral is switched in the transfer switch.
   2. Provide grounding electrode conductor to connect derived system grounded conductor to nearest effectively grounded metal building frame. Unless otherwise indicated, make connection at neutral (grounded) bus in source enclosure.
   3. Provide bonding jumper to connect derived system grounded conductor to nearest metal building frame and nearest metal water piping in the area served by the derived system,

where not already used as a grounding electrode for the derived system. Make connection at same location as grounding electrode conductor connection.

4. Provide system bonding jumper to connect system grounded conductor to equipment ground bus. Make connection at same location as grounding electrode conductor connection. Do not make any other connections between neutral (grounded) conductors and ground on load side of separately derived system disconnect.
5. Where the source and first disconnecting means are in separate enclosures, provide supply-side bonding jumper between source and first disconnecting means.

I. Bonding and Equipment Grounding:
1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.
4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.
7. Provide bonding for interior metal piping systems in accordance with NFPA 70. This includes, but is not limited to:
    a. Metal water piping where not already effectively bonded to metal underground water pipe used as grounding electrode.
    b. Metal gas piping.

J. Communications Systems Grounding and Bonding:
1. Provide bonding jumper in raceway from building grounding electrode system to each communications room or backboard and provide ground bar for termination.
    a. Bonding Jumper Size: As indicated.
    b. Raceway Size: 3/4 inch trade size unless otherwise indicated or required.
    c. Ground Bar Size: 1/4 by 2 by 12 inches unless otherwise indicated or required.
    d. Ground Bar Mounting Height: 18 inches above finished floor unless otherwise indicated.

K. Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:
1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 26 05 26:
1. Use insulated copper conductors unless otherwise indicated.
    a. Exceptions:
        1) Use bare copper conductors where installed underground in direct contact with earth.
        2) Use bare copper conductors where directly encased in concrete (not in raceway).

b. Where bare copper conductors are used for grounding systems, they shall comply with the following:
    1) Solid Conductors: ASTM B 3.
    2) Stranded Conductors: ASTM B 8.
    3) Tinend Conductors: ASTM B 33.
    4) Bonding Cable: 28 KCMIL, 14 strands of No. 17 AWG conductors, 1/4 inch in diameter.
    5) Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
    6) Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.
    7) Tinned Bonding Jumper: Tinned-copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

C. Connectors for Grounding and Bonding:
    1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
    2. Bolted Connectors for Conductors and Pipes: Copper or copper alloy.
    3. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.
    4. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless compression-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

D. Ground Bars:
    1. Description: Copper rectangular ground bars with mounting brackets and insulators.
    2. Size: As indicated.
    3. Holes for Connections: As indicated or as required for connections to be made.

E. Grounding Bus:
    1. Predrilled rectangular bars of annealed copper, 1/4 by 4 inches in cross section, with 9/32-inch holes spaced 1-1/8 inches apart. Stand-off insulators for mounting shall comply with UL 891 for use in switchboards, 600 V and shall be Lexan or PVC, impulse tested at 5000 V.

F. Ground Rod Electrodes:
    1. Comply with NEMA GR 1.
    2. Material: Copper-bonded (copper-clad) steel.
    3. Size: 3/4 inch diameter by 10 feet length, unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70.
    1. Outdoor Installations: Unless otherwise indicated, install with top of rod 2 inches below finished grade.
    2. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.
    3. For grounding electrode system, install at least three rods spaced at least one-rod length from each other and located at least the same distance from other grounding electrodes, and connect to the service grounding electrode conductor.

D. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

E. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.
   1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
   2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
   3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

F. Grounding and Bonding for Piping:
   1. Metal Water Service Pipe: Install insulated copper grounding conductors, in conduit, from building's main service equipment, or grounding bus, to main metal water service entrances to building. Connect grounding conductors to main metal water service pipes; use a bolted clamp connector or bolt a lug-type connector to a pipe flange by using one of the lug bolts of the flange. Where a dielectric main water fitting is installed, connect grounding conductor on street side of fitting. Bond metal grounding conductor conduit or sleeve to conductor at each end.
   2. Water Meter Piping: Use braided-type bonding jumpers to electrically bypass water meters. Connect to pipe with a bolted connector.
   3. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

G. Grounding for Steel Building Structure: Install a driven ground rod at base of each corner column and at intermediate exterior columns at distances not more than 60 feet apart.

H. Grounding Bus: Install in electrical equipment rooms, in rooms housing service equipment, and elsewhere as indicated.
   1. Install bus horizontally, on insulated spacers 2 inches minimum from wall, 6 inches above finished floor unless otherwise indicated.

I. Make grounding and bonding connections using specified connectors.
   1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
   2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
   3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
      a. Applications:
         1) Underground connections(except at test wells and as otherwise indicated.
         2) Connections to structural steel.
   4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
      a. Applications:
         1) Pipe and equipment grounding conductor terminations.

J. Identify grounding and bonding system components in accordance with Section 26 05 53.

3.02 EQUIPMENT GROUNDING:

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

3.03 GROUNDING AT THE SERVICE:

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

3.04 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Tests and Inspection: After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
   1. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions
   2. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal. Make tests at ground rods before any conductors are connected.
      a. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
      b. Perform tests by fall-of-potential method according to IEEE 81.
   3. Prepare dimensioned drawings locating each test well, ground rod and ground-rod assembly, and other grounding electrodes. Identify each by letter in alphabetical order, and key to the record of tests and observations. Include the number of rods driven and their depth at each location, and include observations of weather and other phenomena that may affect test results. Describe measures taken to improve test results.
      a. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
   4. Prepare test and inspection reports. Report measured ground resistances that exceed the following values:
      a. Power and Lighting Equipment or System with Capacity of 500 kVA and Less: 10 ohms.
      b. Power and Lighting Equipment or System with Capacity of 500 to 1000 kVA: 5 ohms.
   5. Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Architect promptly and include recommendations to reduce ground resistance.
   6. Grounding system will be considered defective if it does not pass tests and inspections.

END OF SECTION

SECTION 26 05 29
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Support and attachment requirements and components for equipment, conduit, cable, boxes, and other electrical work.

B. Construction requirements for concrete bases

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

A. General Requirements:
   1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
   2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
   3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
   4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
   5. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
      a. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.

B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
   1. The use of zip ties is not allowed for this purpose.

C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.

D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
   1. Comply with MFMA-4.
   2. Channel Material:
      a. galvanized steel.
   3. Minimum Channel Dimensions: 1-5/8 inch width by 13/16 inch height.

E. Hanger Rods: Threaded zinc-plated steel unless otherwise indicated.

F. Anchors and Fasteners:
   1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
   2. Concrete: Use preset concrete inserts.
   3. Solid or Grout-Filled Masonry: Use expansion anchors.
   4. Hollow Masonry: Use toggle bolts.
   5. Hollow Stud Walls: Use toggle bolts.
   6. Steel: Use beam clamps complying with MSS SP-96.
   7. Sheet Metal: Use sheet metal screws.
   8. Wood: Use Fasten with lag screws or through bolts.

9. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
    a. Comply with MFMA-4.
    b. Channel Material: Use galvanized steel.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Do not provide support from piping, ductwork, or other systems.

D. Unless specifically indicated or approved by Architect, do not provide support from suspended ceiling support system or ceiling grid.

E. Unless specifically indicated or approved by Architect, do not provide support from roof deck.

F. Do not penetrate or otherwise notch or cut structural members without approval of Structural Engineer.

G. Equipment Support and Attachment:
    1. Strength and support assemblies: where not indicated, select sizes of components so strength will be adequate to carry present and future static loads within specified loading limits. Minimum static design load used for strength determination shall be weight of supported components plus 200 lb.
    2. Maximum Support Spacing and Minimum Hanger Rod Size for Raceway: Space supports for EMTs, IMCs, and RMCs as required by NFPA 70. Minimum rod size shall be 1/4 inch in diameter.
    3. Multiple Raceways or Cables: Install trapeze-type supports fabricated with steel slotted or other support system, sized so capacity can be increased by at least 25 percent in future without exceeding specified design load limits.
    4. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
    5. Use slotted-channel racks attached to substrate to support equipment surface-mounted on hollow stud wallsand nonstructual building surfaces.
    6. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
    7. Unless otherwise indicated, mount floor-mounted equipment on properly sized 3 inch high concrete pad constructed in accordance with Section 03 30 00 and as specified in this section.
    8. Securely fasten floor-mounted equipment. Do not install equipment such that it relies on its own weight for support.
    9. Drill holes for expansion anchors in concrete at locations and to depths that avoid the need for reinforcing bars.
    10. Spring-steel clamps designed for supporting single conduits without bolts may be used for 1-1/2-inch and smaller raceways serving branch circuits and communication systems above suspended ceilings and for fastening raceways to trapeze supports.

H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.

I. Secure fasteners according to manufacturer's recommended torque settings.

J. Remove temporary supports.

3.02 CONCRETE BASES

A. Construct concrete bases of dimensions indicated but not less than 4 inches larger in both directions than supported unit, and so anchors will be a minimum of 10 bolt diameters from edge of the base.

B. Use 3000-psi, 28-day compressive-strength concrete. Concrete materials, reinforcement, and placement requirements are specified in Section 033000 "Cast-in-Place Concrete."

C. Anchor equipment to concrete base as follows:
   1. Place and secure anchorage devices. Use supported equipment manufacturer's setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
   2. Install anchor bolts to elevations required for proper attachment to supported equipment.
   3. Install anchor bolts according to anchor-bolt manufacturer's written instructions.

END OF SECTION

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SECTION 26 05 33.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Galvanized steel rigid metal conduit (RMC).

B. Intermediate metal conduit (IMC).

C. Flexible metal conduit (FMC).

D. Liquidtight flexible metal conduit (LFMC).

E. Electrical metallic tubing (EMT).

F. Rigid polyvinyl chloride (PVC) conduit.

G. Surface Mounted Raceways

H. Conduit fittings.

I. Accessories.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Concrete encasement of conduits.

B. Section 07 84 00 - Firestopping.

C. Section 26 05 19 - Low-Voltage Electrical Power Conductors and Cables.

D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.
   1. Includes additional requirements for fittings for grounding and bonding.

E. Section 26 05 29 - Hangers and Supports for Electrical Systems.

F. Section 26 05 33.16 - Boxes for Electrical Systems.

G. Section 26 05 33.23 - Surface Raceways for Electrical Systems.

H. Section 26 05 39 - Underfloor Raceways for Electrical Systems.

I. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

J. Section 26 21 00 - Low-Voltage Electrical Service Entrance: Additional requirements for electrical service conduits.

K. Section 31 23 16 - Excavation.

L. Section 31 23 23 - Fill: Bedding and backfilling.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.

B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.

C. Underground:
   1. Under Slab on Grade: Use rigid PVC conduit.
   2. Exterior, Direct-Buried: Use rigid PVC conduit.
   3. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.

D. Concealed Within Masonry Walls: Use electrical metallic tubing (EMT).

E. Concealed Within Hollow Stud Walls: Use electrical metallic tubing (EMT).

F. Concealed Above Accessible Ceilings: Use electrical metallic tubing (EMT).

G. Interior, Damp or Wet Locations: Use intermediate metal conduit (IMC).

H. Exposed, interior, Located within finished spaces: Use Decorative Surface Mounted Raceway

I. Exposed, Interior, Not Subject to Physical Damage, Located within unfinished spaces(mechanical rooms/storage rooms): Use electrical metallic tubing (EMT).

J. Exposed, Interior, Subject to Physical Damage: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

K. Exposed, Exterior: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

L. Concealed, Exterior, Not Embedded in Concrete or in Contact With Earth: Use galvanized steel rigid metal conduit or intermediate metal conduit (IMC).

M. Connections to Vibrating Equipment:
   1. Dry Locations: Use flexible metal conduit.
   2. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
   3. Maximum Length: 6 feet unless otherwise indicated.
   4. Vibrating equipment includes, but is not limited to:
      a. Transformers.
      b. Motors.
      c. Pneumatic Equipment
      d. Electric Solenoids.
      e. Hydraulic equipment.

N. Fished in Existing Walls, Where Necessary: Use flexible metal conduit.

2.02 CONDUIT REQUIREMENTS

A. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

A. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.

B. Fittings:
   1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 INTERMEDIATE METAL CONDUIT (IMC)

A. Description: NFPA 70, Type IMC galvanized steel intermediate metal conduit complying with ANSI C80.6 and listed and labeled as complying with UL 1242.

B. Fittings:
   1. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel.
   3. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.05 FLEXIBLE METAL CONDUIT (FMC)

A. Description: NFPA 70, Type FMC standard wall steel flexible metal conduit listed and labeled as complying with UL 1, and listed for use in classified firestop systems to be used.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel.

2.06 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

A. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel.

2.07 ELECTRICAL METALLIC TUBING (EMT)

A. Description: NFPA 70, Type EMT steel electrical metallic tubing complying with ANSI C80.3 and listed and labeled as complying with UL 797.

B. Fittings:
   1. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
   2. Material: Use steel.
   3. Connectors and Couplings: Use compression (gland) or set-screw type.
      a. Do not use indenter type connectors and couplings.

2.08 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

A. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 40 unless otherwise indicated, Schedule 80 where subject to physical damage; rated for use with conductors rated 90 degrees C.

B. Fittings:
   1. Manufacturer: Same as manufacturer of conduit to be connected.
   2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.09 SURFACE MOUNTED RACEWAYS

A. Provide all components, fittings, supports, and accessories required for a complete raceway system.

B. Provide products listed, classified, and labeled as suitable for the purpose intended.

C. Do not use raceways for applications other than as permitted by NFPA 70 and product listing.

D. Surface Metal Raceways: Listed and labeled as complying with UL 5.

E. Surface Nonmetallic Raceways: Listed and labeled as complying with UL 5A.

F. Multioutlet Assemblies: Listed and labeled as complying with UL 111.
   1. Color: To be selected by architect prior to product order.
   2. Accessory Device Boxes: Suitable for the devices to be installed; color to match raceway.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Perform work in accordance with NECA 1 (general workmanship).

C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.

D. Install intermediate metal conduit (IMC) in accordance with NECA 101.

E. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.

F. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F.

G. Conduit Routing:
   1. Unless dimensioned, conduit routing indicated is diagrammatic.
   2. When conduit destination is indicated without specific routing, determine exact routing required.
   3. Conceal all conduits unless specifically indicated to be exposed.
   4. Install raceways square to enclosures and terminate with locknuts.
   5. Conduits in the following areas may be exposed, unless otherwise indicated:
      a. Electrical rooms.
      b. Mechanical equipment rooms.
      c. Within joists in areas with no ceiling.
   6. Unless otherwise approved, do not route conduits exposed:
      a. Across floors.
      b. Across roofs.
      c. Across top of parapet walls.
      d. Across building exterior surfaces.
   7. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
   8. Arrange conduit to maintain adequate headroom, clearances, and access.
   9. Arrange conduit to provide no more than the equivalent of three 90 degree bends between pull points.
   10. Arrange conduit to provide no more than 150 feet between pull points.
   11. Maintain minimum clearance of 6 inches between conduits and piping for other systems.
   12. Maintain minimum clearance of 12 inches between conduits and hot surfaces. This includes, but is not limited to:
      a. Heaters.
      b. Hot water piping.
      c. Flues.
   13. arrange stub-ups so curved portions of bends are not visible above finished slab.

H. Conduit Support:
   1. Secure and support conduits in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
   4. Support conduits within 12 inches of connected enclosure.

I. Connections and Terminations:
   1. Use approved conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
   2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
   3. Use suitable adapters where required to transition from one type of conduit to another.
   4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
   5. Terminate threaded conduits in boxes and enclosures using threaded hubs for dry locations and raintight hubs for wet locations.

6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
8. Cut conduit perpendicular to the length. For conduits 2-inch trade size and larger, use roll cutter or a guide to make cut straight and perpendicular to the length.

J. Penetrations:
1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
2. Make penetrations perpendicular to surfaces unless otherwise indicated.
3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
4. Conceal bends for conduit risers emerging above ground.
5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
6. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
7. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty.
8. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

K. Underground Installation:
1. Provide trenching and backfilling in accordance with Section 31 23 16 and Section 31 23 23.
2. Provide underground warning tape in accordance with Section 26 05 53 along entire conduit length.
3. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.
    a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches of concrete for a minimum of 12 inches on each side of the coupling.
    b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

L. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
3. Where conduits are subject to earth movement by settlement or frost.

M. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
1. Where conduits pass from outdoors into conditioned interior spaces.
2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
3. Where conduits penetrate coolers or freezers.

N. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches at each end.

O. Provide grounding and bonding in accordance with Section 26 05 26.

P. Surface Raceway Installation:
   1. Install surface raceway with a minimum 2-inch radius control at bend points.
   2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches and with no less than two supports per straight raceway section.
   3. Support raceway according to manufacturers written instructions. Tape and glue are not acceptable support methods.

END OF SECTION

SECTION 26 05 33.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Outlet and device boxes up to 100 cubic inches, including those used as junction and pull boxes.

B. Cabinets and enclosures, including junction and pull boxes larger than 100 cubic inches.

C. Boxes and enclosures for integrated power, data, and audio/video.

D. Floor boxes.

E. Underground boxes/enclosures.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

C. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.

D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.

E. NEMA OS 1 - Sheet-Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; 2013 (Reaffirmed 2020).

F. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

G. SCTE 77 - Specifications for Underground Enclosure Integrity; 2017.

H. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

I. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

J. UL 508A - Industrial Control Panels; Current Edition, Including All Revisions.

K. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.

1.03 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for floor boxes and underground boxes/enclosures.

C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
   1. See Section 01 60 00 - Product Requirements, for additional provisions.
   2. Keys for Lockable Enclosures: Two of each different key.

PART 2 PRODUCTS

2.01 BOXES

A. General Requirements:
   1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
   2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
   3. Provide products listed, classified, and labeled as suitable for the purpose intended.

4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
5. Provide grounding terminals within boxes where equipment grounding conductors terminate.

B. Outlet and Device Boxes Up to 100 cubic inches, Including Those Used as Junction and Pull Boxes:
1. Use sheet-steel boxes for dry locations unless otherwise indicated or required.
2. Use cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
3. Use suitable concrete type boxes where flush-mounted in concrete.
4. Use suitable masonry type boxes where flush-mounted in masonry walls.
5. Use raised covers suitable for the type of wall construction and device configuration where required.
6. Use shallow boxes where required by the type of wall construction.
7. Do not use "through-wall" boxes designed for access from both sides of wall.
8. Sheet-Steel Boxes: Comply with NEMA OS 1, and list and label as complying with UL 514A.
9. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
10. Boxes for Supporting Luminaires and Ceiling Fans: Listed as suitable for the type and weight of load to be supported; furnished with fixture stud to accommodate mounting of luminaire where required.
11. Boxes for Ganged Devices: Use multigang boxes of single-piece construction. Do not use field-connected gangable boxes unless specifically indicated or permitted.
12. Minimum Box Size, Unless Otherwise Indicated:
    a. 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size
13. Wall Plates: Comply with Section 26 27 26.

C. Cabinets and Enclosures, Including Junction and Pull Boxes Larger Than 100 cubic inches:
1. Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E, or UL 508A.
2. NEMA EN 10250 Environment Type, Unless Otherwise Indicated:
    a. Outdoor Locations: Type 4 Stainless Steel.
    b. Wet or Damp locations: Type 4 Stainless Steel.
3. Junction and Pull Boxes Larger Than 100 cubic inches:
    a. Provide screw-cover or hinged-cover enclosures unless otherwise indicated.
4. Cabinets and Hinged-Cover Enclosures, Other Than Junction and Pull Boxes:
    a. Provide lockable hinged covers, all locks keyed same as panelboards unless otherwise indicated.
    b. Back Panels: Painted steel, removable.
5. Finish for Painted Steel Enclosures: Manufacturer's standard grey unless otherwise indicated.

D. Floor Boxes:
1. Description: Factory fabricated modular floor boxes as specified on drawings and schedules and suitable for wiring methods used, furnished with all components, adapters, and trims required for complete installation.
2. Compartments: Where combination power & low voltage boxes are specified, provide barriers seperating line and low voltage wiring.
3. Manufacturer: As indicated by drawings.
4. Finish: As specified on drawings.
5. Installation: Flush
6. U.L 514 listed for scrub water exclusion.

E. Underground Boxes/Enclosures:

1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
2. Size: 12 inches by 24 inches unless otherwise indicated.
3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 12 inches.
4. Provide logo on cover to indicate type of service.
5. Cover Finish: Nonskid finish shall have minimum coeficcient of friction of .50.
6. Conduit Entrance Provisions: Conduit-terminating fittings shall mate with entering ducts for secure, fixed installation in enclosure wall.
7. Applications:
    a. Sidewalks and Landscaped Areas Subject Only to Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77 Tier 8 load rating.
    b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
8. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
    a. Manufacturers:
        1) Hubbell Incorporated; Quazite Products; _____: www.hubbellpowersystems.com/#sle.
        2) MacLean Highline; _____: www.macleanhighline.com/#sle.
        3) Oldcastle Precast, Inc; _____: www.oldcastleprecast.com/#sle.
        4) Armorcast Poducts Company.
        5) Carson Industries LLC.
        6) _____.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide separate boxes for emergency power and normal power systems.

E. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.

F. Flush-mount boxes in finished areas unless specifically indicated to be surface-mounted.

G. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.

H. Box Locations:
1. Mount at heights indicated on drawings. If mounting heights are not individually indicated, Locate boxes to be accessible. Provide access panels in accordance with Section 08 31 00 as requiredwhere approved by the Architect.
2. Unless dimensioned, box locations indicated are approximate.
3. Locate boxes so that wall plates do not span different building finishes.
4. Locate boxes so that wall plates do not cross masonry joints.
5. Unless otherwise indicated, where multiple outlet boxes are installed at the same location at different mounting heights, install along a common vertical center line.
6. Do not install flush-mounted boxes on opposite sides of walls back-to-back. Provide minimum 6 inches horizontal separation unless otherwise indicated.
7. Fire Resistance Rated Walls: Install flush-mounted boxes such that the required fire resistance will not be reduced.

I. Box Supports:
   1. Secure and support boxes in accordance with NFPA 70 and Section 26 05 29 using suitable supports and methods approved by the authority having jurisdiction.
   2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
   3. Installation Above Suspended Ceilings: Do not provide support from ceiling grid or ceiling support system.
   4. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.
   5. Do not support boses by conduit alone.

J. Install boxes plumb and level.

K. Flush-Mounted Boxes:
   1. Install boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch or does not project beyond finished surface.
   2. Install boxes in combustible materials such as wood so that front edge of box or associated raised cover is flush with finished surface.
   3. Repair rough openings around boxes in noncombustible materials such as concrete, tile, gypsum, plaster, etc. so that there are no gaps or open spaces greater than 1/8 inch at the edge of the box.

L. Install boxes as required to preserve insulation integrity.

M. Metallic Floor Boxes: Install box level at the proper elevation to be flush with finished floor.

N. Underground Boxes/Enclosures:
   1. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.
   2. Unless otherwise indicated, install enclosure on gravel base, minimum 6 inches deep.Grade base from 1/2-inch sieve to No4 sieve and compact to same density as adjacent undisturbed earth.
   3. Flush-mount enclosures located in concrete or paved areas.
   4. Mount enclosures located in landscaped areas with top at 1 inch above finished grade.
   5. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
   6. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 84 00.

P. Close unused box openings.

Q. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.

R. Provide grounding and bonding in accordance with Section 26 05 26.

S. Identify boxes in accordance with Section 26 05 53.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical identification requirements.

B. Identification nameplates and labels.

C. Wire and cable markers.

D. Voltage markers.

E. Underground warning tape.

F. Floor marking tape.

G. Warning signs and labels.

1.02 REFERENCE STANDARDS

A. ANSI Z535.2 - American National Standard for Environmental and Facility Safety Signs; 2023.

B. ANSI Z535.4 - American National Standard for Product Safety Signs and Labels; 2011.

C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

D. NFPA 70E - Standard for Electrical Safety in the Workplace; 2015.

E. UL 969 - Marking and Labeling Systems; Current Edition, Including All Revisions.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.

B. Identification for Equipment:

1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components. Provide unique idenfication for all branch loads served.
    a. Switchgear:
        1) Use identification nameplate to identify load(s) served for each branch device.
    b. Switchboards:
        1) Use identification nameplate to identify load(s) served for each branch device.
    c. Motor Control Centers:
        1) Use identification nameplate to identify load(s) served for each branch device.
    d. Panelboards:
        1) Use typewritten circuit directory in location provided by panelboard manufacturer to identify load(s) served for panelboards with a door.Identify spares and spaces.
        2) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
    e. Transformers:
        1) Identify kVA rating.
        2) Identify voltage and phase for primary and secondary.
        3) Identify power source and circuit number. Include location when not within sight of equipment.
        4) Identify load(s) served. Include location when not within sight of equipment.
    f. Enclosed ~~switches, circuit breakers, and motor controllers~~switches, circuit breakers, motor controllers, and Equipment Disconnects:
        1) Identify voltage and phase.

2) Identify power source and circuit number. Include location when not within sight of equipment.
3) Identify load(s) served. Include location when not within sight of equipment.

g. Time Switches:
1) Identify load(s) served and associated circuits controlled. Include location.

h. Enclosed Contactors:
1) Identify load(s) and associated circuits controlled. Include location.

i. Centralized Emergency Lighting Inverters:

j. Transfer Switches:
1) Identify short circuit current rating based on the specific overcurrent protective device type and settings protecting the transfer switch.

2. Service Equipment:
a. Use identification nameplate to identify each service disconnecting means.
b. For buildings or structures supplied by more than one service, or any combination of branch circuits, feeders, and services, use identification nameplate or means of identification acceptable to authority having jurisdiction at each service disconnecting means to identify all other services, feeders, and branch circuits supplying that building or structure. Verify format and descriptions with authority having jurisdiction.

3. Emergency System Equipment:
a. Use identification nameplate or voltage marker to identify emergency system equipment in accordance with NFPA 70.
b. Use identification nameplate at each piece of service equipment to identify type and location of on-site emergency power sources.

4. Use identification nameplate to identify switchboards and panelboards utilizing a high leg delta system in accordance with NFPA 70.

5. Use identification nameplate to identify disconnect location for equipment with remote disconnecting means.

6. Use identification label to identify overcurrent protective devices for branch circuits serving fire alarm circuits. Identify with text "FIRE ALARM CIRCUIT".

7. Use floor marking tape to identify required equipment working clearanceswithin mechanical or electrical equipment rooms. Do not install within finished spaces..

8. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70 including but not limited to the following.
a. Service equipment.

9. Arc Flash Hazard Warning Labels: Use warning labels meeting the requirements of NFPA 70 to identify arc flash hazards.
a. Minimum Size: 3.5 by 5 inches.
b. Legend: Include orange header that reads "WARNING", followed by the word message "Arc Flash and Shock Hazard; Appropriate PPE Required; Do not operate controls or open covers without appropriate personal protection equipment; Failure to comply may result in injury or death; Refer to NFPA 70E for minimum PPE requirements" or approved equivalent.
c. Service Equipment: Include the following information in accordance with NFPA 70.
1) Nominal system voltage.
2) Available fault current.
3) Clearing time of service overcurrent protective device(s).
4) Date label applied.

C. Identification for Conductors and Cables:
1. Power-Circuit Conductor Identification, 600 V or Less: For conductors in vaults, pull and junction boxes, manholes, and handholes, use color-coding conductor tape to identify the phase.

a. Color-Coding for Phase- and Voltage-Level Identification, 600 V or Less: Use colors listed below for ungrounded feeder and branch-circuit conductors.
   1) Color shall be factory applied or field applied for sizes larger than No. 8 AWG if authorities having jurisdiction permit.
   2) Colors for 208/120-V Circuits:
      (a) Phase A: Black.
      (b) Phase B: Red.
      (c) Phase C: Blue.
   3) Colors for 480/277-V Circuits:
      (a) Colors specified in first three subparagraphs below are generally used for phase conductors at this voltage.
      (b) Phase A: Brown.
      (c) Phase B: Orange.
      (d) Phase C: Yellow.
   4) Field-Applied, Color-Coding Conductor Tape: Apply in half-lapped turns for a minimum distance of 6 inches from terminal points and in boxes where splices or taps are made. Apply last two turns of tape with no tension to prevent possible unwinding. Locate bands to avoid obscuring factory cable markings.

2. Identification for Communications Conductors and Cables: Comply with Section 27 10 00.
3. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.
4. Use underground warning tape to identify direct buried cables.

D. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
2. Use identification labels or handwritten text using indelible marker to identify circuits enclosed.
   a. For exposed boxes in public areas, use only identification labels.
3. Use warning labels to identify electrical hazards for boxes containing exposed live parts or exposed conductors operating at over 600 V nominal with the word message "DANGER; HIGH VOLTAGE; KEEP OUT".

E. Identification for Devices:
1. Identification for Communications Devices: Comply with Section 27 10 00.
2. Wiring Device and Wallplate Finishes: Comply with Section 26 27 26.
3. Use identification label or engraved wallplate to identify serving branch circuit for all receptacles.
   a. For receptacles in areas as directed by Architect, provide identification on inside surface of wallplate. Verify with Architect prior to label application.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

A. Identification Nameplates:
1. Materials:
   a. Indoor Clean, Dry Locations: Use plastic nameplates.
   b. Outdoor Locations: Use stainless steel or aluminum nameplates suitable for exterior use.
2. Plastic Nameplates: Two-layer or three-layer laminated electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch; engraved text.
   a. Exception: Provide minimum thickness of 1/8 inch when any dimension is greater than 4 inches.
3. Stainless Steel Nameplates: Minimum thickness of 1/32 inch; engraved or laser-etched text.

4. Aluminum Nameplates: Anodized; minimum thickness of 1/32 inch; engraved or laser-etched text.
5. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch high; Four, located at corners for larger sizes.

B. Identification Labels:
1. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.
a. Use only for indoor locations.
2. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.

C. Format for Equipment Identification:
1. Minimum Size: 1.5 inches by 3 inches.
2. Legend:
a. System designation where applicable:
1) Emergency Power System: Identify with text "EMERGENCY".
2) Fire Alarm System: Identify with text "FIRE ALARM".
b. Equipment designation or other approved description.
c. Other information as indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height:
a. System Designation: 1/2 inch.
b. Equipment Designation: 1/2 inch.
c. Other Information: 1/4 inch.
5. Color:
a. Normal Power System: White text on black background.

D. Format for Receptacle Identification:
1. Minimum Size: 3/8 inch by 1.5 inches.
2. Legend: Power source and circuit number or other designation indicated.
3. Text: All capitalized unless otherwise indicated.
4. Minimum Text Height: 3/16 inch.
5. Color: Black text on clear background.

2.03 VOLTAGE MARKERS

A. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl or self-adhesive vinyl cloth type markers.

B. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches.
2. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches.
3. Markers for Junction Boxes: 1/2 by 2 1/4 inches.

C. Legend:
1. Markers for Voltage Identification: Highest voltage present.
2. Markers for System Identification:
a. Emergency Power System: Text "EMERGENCY".

D. Color: Black text on orange background unless otherwise indicated.

2.04 UNDERGROUND WARNING TAPE

A. Materials: Use non-detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.

B. Non-detectable Type Tape: 6 inches wide, with minimum thickness of 4 mil.

C. Legend: Type of service, continuously repeated over full length of tape.

D. Color:

1. Tape for Buried Power Lines: Black text on red background.
2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

2.05 FLOOR MARKING TAPE

A. Floor Marking Tape for Equipment Working Clearance Identification: Self-adhesive vinyl or polyester tape with overlaminate, 3 inches wide, with alternating black and white stripes.

2.06 WARNING SIGNS AND LABELS

A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.

B. Warning Signs:
   1. Materials:
      a. Indoor Dry, Clean Locations: Use factory pre-printed rigid plastic or self-adhesive vinyl signs.
      b. Outdoor Locations: Use factory pre-printed rigid aluminum signs.
   2. Rigid Signs: Provide four mounting holes at corners for mechanical fasteners.
   3. Minimum Size: 7 by 10 inches unless otherwise indicated.

C. Warning Labels:
   1. Materials: Use factory pre-printed or machine-printed self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
   2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
   3. Minimum Size: 2 by 4 inches unless otherwise indicated.

PART 3 EXECUTION

3.01 PREPARATION

A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Verify and coordinate identification names, abbreviations, colors, and other features with requirements in other Sections requiring identification applications, drawings, shop drawings, manufacturer's wiring diagrams, and operation and maintenance manual. Use consistent designations throughout project.

C. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
   1. Surface-Mounted Equipment: Enclosure front.
   2. Flush-Mounted Equipment: Enclosure front.
   3. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
   4. Elevated Equipment: Legible from the floor or working platform.
   5. Branch Devices: Adjacent to device.
   6. Interior Components: Legible from the point of access.
   7. Boxes: Outside face of cover.
   8. Conductors and Cables: Legible from the point of access.
   9. Devices: Outside face of cover.

D. Install identification products centered, level, and parallel with lines of item being identified.

E. Apply identification devices to surfaces that require finish after completing finish work.

F. Unless labels and nameplates are provided with self-adhesive means of attachment, fasten them with appropriate mechanical fasteners that do not change the NEMA or NRTL rating of the enclosure.

G. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.

H. Install underground warning tape above buried lines with one tape per trench at 6 inch(es) below finished grade.

I. Secure rigid signs using stainless steel screws.

J. Mark all handwritten text, where permitted, to be neat and legible.

K. Conductors To Be Extended in the Future: Attach write-on tags to conductors and list source.

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

M. Equipment To Be Labeled:
   1. Panelboards: Typewritten directory of circuits in the location provided by panelboard manufacturer. Panelboard identification shall be in the form of a self-adhesive, engraved, laminated acrylic or melamine label.
   2. Enclosures and electrical cabinets.
   3. Access doors and panels for concealed electrical items.
   4. Switchboards.
   5. Transformers: Label that includes tag designation shown on Drawings for the transformer, feeder, and panelboards or equipment supplied by the secondary.
   6. Substations.
   7. Emergency system boxes and enclosures.
   8. Motor-control centers.
   9. Enclosed switches.
   10. Enclosed circuit breakers.
   11. Enclosed controllers.
   12. Variable-speed controllers.
   13. Push-button stations.
   14. Power-transfer equipment.
   15. Contactors.
   16. Remote-controlled switches, dimmer modules, and control devices.

END OF SECTION

SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Power distribution panelboards.

B. Lighting and appliance panelboards.

C. Load centers.

D. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

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

B. Section 03 30 00 - Cast-in-Place Concrete: Concrete equipment pads.

C. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

D. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

E. Section 26 05 29 - Hangers and Supports for Electrical Systems.

F. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

G. Section 26 43 00 - Surge Protective Devices.

1.03 REFERENCE STANDARDS

A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e, with Amendments (2022).

B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

C. NECA 407 - Standard for Installing and Maintaining Panelboards; 2015.

D. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.

E. NEMA PB 1 - Panelboards; 2011.

F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 1000V or Less; 2023.

G. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.

H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

K. UL 67 - Panelboards; Current Edition, Including All Revisions.

L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

M. UL 869A - Reference Standard for Service Equipment; Current Edition, Including All Revisions.

N. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

O. UL 1699 - Arc-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify Architect of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.
1. Include characteristic trip curves for each type and rating of overcurrent protective deviceupon request.
2. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, and finishes.

C. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.
1. Include dimensioned plan and elevation views of panelboards and adjacent equipment with all required clearances indicated.
2. Include wiring diagrams showing all factory and field connections.
3. Detail bus configuration, current, and voltage ratings.
4. Short-circuit current rating of panelboards and overcurrent protective devices.
5. Include evidence of NRTL listing for series rating of installed devices.
6. Include evidence of NRTL listing for SPD as installed in panelboard.
7. Clearly indicate whether proposed short circuit current ratings are fully rated or, where acceptable, series rated systems.
8. Include documentation of listed series ratings upon request.

D. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
1. See Section 01 60 00 - Product Requirements, for additional provisions.
2. Panelboard Keys: Two of each different key.

1.06 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. ABB/GE: www.geindustrial.com/#sle.

B. Eaton Corporation: www.eaton.com/#sle.

C. Schneider Electric; Square D Products: www.schneider-electric.us/#sle.

D. Siemens Industry, Inc: www.usa.siemens.com/#sle.

E. Source Limitations: Provide panelboards and associated components produced by same manufacturer as other electrical distribution equipment used for project and obtained from a single supplier.

2.02 PANELBOARDS - GENERAL REQUIREMENTS

A. Provide products listed, classified, and labeled as suitable for the purpose intended.

B. Product Selection for Restricted Space: Drawings indicate maximum dimensions for panelboards including clearances between panelboards and adjacent surfaces and other items. Comply with indicated maximum dimensions.

C. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
   1. Ambient Temperature:
      a. Panelboards Containing Circuit Breakers: Between 23 degrees F and 104 degrees F.

D. Short Circuit Current Rating:
   1. Fully rated to interrupt symmetrical short-circuit current available at terminals. Assembly listed by an NRTL for 100 percent interrupting capacity.
   2. Panelboards and overcurrent protective devices rated 240 V or less shall have short-circuit ratings as shown on Drawings, but not less than 10,000 A rms symmetrical.
   3. Panelboards and overcurrent protective devices rated above 240 V and less than 600 V shall have short-circuit ratings as shown on Drawings, but not less than 14,000 A rms symmetrical.

E. Panelboards Used for Service Entrance:
   1. Listed and labeled as suitable for use as service equipment according to UL 869A and labeled by an NRTL acceptable to authority having jurisdiction for use as service equipment with one or more main service disconnecting and overcurrent protection devices.
   2. Fault Current: Provide field label identifying the maximum available fault current and the date of calculation.

F. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
   1. Main Breaker: Main lug interiors up to 400 amperes shall be field convertible to main breaker.

G. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

H. Bussing: Sized in accordance with UL 67 temperature rise requirements.
   1. Provide fully rated neutral bus, with a suitable lug for each feeder or branch circuit requiring a neutral connection. Equip with full-capacity bonding strap for service entrance applications. Mount electrically isolated from enclosure. Do not mount neutral bus in gutter.
   2. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

I. Conductor Terminations: Suitable for use with the conductors to be installed.
   1. Material: Tin-plated aluminum.
   2. Terminations shall allow use of 75 deg C rated conductors without derating.

3. Size: Lugs suitable for indicated conductor sizes, with additional gutter space, if required, for larger conductors.
4. Main and Neutral Lugs: Mechanical type, with a lug on the neutral bar for each pole in the panelboard.
5. Ground Lugs and Bus-Configured Terminators:Mechanical type, with a lug on the bar for each pole in the panelboard.

J. Enclosures: Comply with NEMA EN 10250, and list and label as complying with UL 50 and UL 50E.
1. Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
a. Indoor Clean, Dry Locations: Type 1.
b. Outdoor Locations: Type 3R.
c. Kitchen/Wash-Down areas:.Type 4X
2. Boxes: Galvanized steel unless otherwise indicated.
a. Provide wiring gutters sized to accommodate the conductors to be installed.
b. Increase gutter space as required where sub-feed lugs, feed-through lugs, gutter taps, or oversized lugs are provided.
3. Fronts:
a. Secured to box with concealed trim clamps.
b. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
c. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening and cover all live parts with no exposed hardware.
d. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated, factory finished immediately after cleaning and pretreating with manufacturer's standard two-coat, baked-on finish consisting of prime coat and thermosetting topcoat
4. Height: 84 inches maximum.
5. Lockable Doors: All doors lockable with locks keyed alike unless otherwise indicated.

K. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.
1. Percentage of future capacity: Five percent.

L. Surge Protective Devices: Where factory-installed, internally mounted surge protective devices are provided in accordance with Section 26 43 00, list and label panelboards as a complete assembly including surge protective device.

M. Selectivity: Where the requirement for selectivity is indicated, furnish products as required to achieve selective coordination.

N. Multi-Section Panelboards: Provide enclosures of the same height, with feed-through lugs or sub-feed lugs and feeders as indicated or as required to interconnect sections.

2.03 POWER DISTRIBUTION PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, power and feeder distribution type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Circuit Breakers:
1. Provide bolt-on type.
2. Provide thermal magnetic circuit breakers unless otherwise indicated.
3. Provide electronic trip circuit breakerswhere indicated.

C. Enclosures:
1. Provide surface-mounted or flush-mounted enclosuresas indicated.
2. Fronts: Provide door-in-door trim with hinged cover for access to load terminals and wiring gutters, and separate lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.

3. Provide clear plastic circuit directory holder mounted on inside of door.

2.04 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

C. Enclosures:
   1. Provide surface-mounted or flush-mounted enclosures as indicated.
   2. Fronts: Provide lockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
   3. Provide clear plastic circuit directory holder mounted on inside of door.

2.05 LOAD CENTERS

A. Description: Circuit breaker type load centers listed and labeled as complying with UL 67; ratings, configurations, and features as indicated on the drawings.

B. Applications Allowed: Provide load centers only for where indicated by drawings.

C. Circuit Breakers: Thermal magnetic plug-in type.

D. Enclosures:
   1. Provide surface-mounted or flush-mounted enclosuresas indicated.
   2. Fronts: Providelockable hinged door with concealed hinges for access to overcurrent protective device handles without exposing live parts.
   3. Provide circuit directory label on inside of door.

2.06 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:
   1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
   2. Interrupting Capacity:
      a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
         1) 10,000 rms symmetrical amperes at 240 VAC or 208 VAC.
         2) 14,000 rms symmetrical amperes at 480 VAC.
      b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
   3. Conductor Terminations:
      a. Provide mechanical lugsunless otherwise indicated.
      b. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
   4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
      a. Provide field-adjustable magnetic instantaneous trip setting for circuit breaker frame sizes 250 amperes and larger.
      b. Provide interchangeable trip units where indicated.
   5. Electronic Trip Circuit Breakers: Furnish solid state, microprocessor-based, true rms sensing trip units.

B. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

C. Provide the following circuit breaker types where indicated:
   1. Ground Fault Circuit Interrupter (GFCI) Circuit Breakers: Listed as complying with UL 943, class A for protection of personnel.

2. Ground Fault Equipment Protection Circuit Breakers: Designed to trip at 30 mA for protection of equipment.
3. Arc-Fault Circuit Interrupter (AFCI) Circuit Breakers: Combination type listed as complying with UL 1699.

D. Do not use handle ties in lieu of multi-pole circuit breakers.

E. Provide multi-pole circuit breakers for multi-wire branch circuits as required by NFPA 70.

F. Provide the following features and accessories where indicated or where required to complete installation:
1. Shunt Trip: Provide coil voltage as required for connection to indicated trip actuator.
2. Handle Pad-Lock Provision: For locking circuit breaker handle in OFF position.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the ratings and configurations of the panelboards and associated components are consistent with the indicated requirements.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Install panelboards in accordance with NECA 407 and NEMA PB 1.1.

D. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

E. Provide required support and attachment in accordance with Section 26 05 29.

F. Mount surface-mounted panelboards to steel slotted supports 5/8 inch in depth. Orient steel slotted supports vertically.

G. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.

H. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches above the floor or working platform.
1. For required ICC A117.1 accessible load centers and panels, install panels such that the highest position of any operating handle for circuit breakers or switches does not exceed 48 inches above the floor or working platform.

I. Mount floor-mounted power distribution panelboards on properly sized 3 inch high concrete pad constructed in accordance with Section 03 30 00.

J. Provide minimum of 4 spare 1 inch trade size conduits out of each flush-mounted panelboard stubbed into accessible space above ceiling.

K. Provide grounding and bonding in accordance with Section 26 05 26.

L. Install all field-installed branch devices, components, and accessories.

M. Multi-Wire Branch Circuits: Group grounded and ungrounded conductors together in the panelboard as required by NFPA 70.

N. Set field-adjustable circuit breaker tripping function settings as indicated.

O. Provide filler plates to cover unused spaces in panelboards.

P. Identification:
1. Identify panelboards in compliance with Section 26 05 53 and provide the following:
a. Identify field-installed conductors, interconnecting wiring, and components; install warning signs.

b. Create a directory to indicate installed circuit loads after balancing panelboard loads; incorporate Owner's final room designations. Obtain approval before installing. Handwritten directories are not acceptable. Install directory inside panelboard door.
c. Panelboard Nameplates: Label each panelboard with a nameplate.
d. Device Nameplates: Label each branch circuit device in power panelboards with a nameplate.
e. Install warning signs identifying source of remote circuit.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

C. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA ATS, Section 7.6.1.1for all main circuit breakers and circuit breakers larger than 100 amperes. Tests listed as optional are not required.

D. Ground Fault Protection Systems: Test in accordance with manufacturer's instructions as required by NFPA 70.

E. Test GFCI circuit breakers to verify proper operation.

F. Test AFCI circuit breakers to verify proper operation.

G. Test shunt trips to verify proper operation.

H. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.04 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

B. Adjust alignment of panelboard fronts.

C. Load Balancing: After Substantial Completion, but not more than 60 days after Final Acceptance, for each panelboard, rearrange circuits such that the difference between each measured steady state phase load does not exceed 20 percent and adjust circuit directories accordingly. Maintain proper phasing for multi-wire branch circuits.
1. Measure loads during period of normal facility operations.
2. After changing circuits to achieve load balancing, recheck loads during normal facility operations. Record load readings before and after changing circuits to achieve load balancing.

3.05 CLEANING

A. Clean dirt and debris from panelboard enclosures and components according to manufacturer's instructions.

B. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wall switches.

B. Wall dimmers.

C. Fan speed controllers.

D. Receptacles.

E. Wall plates.

F. Access floor boxes.

1.02 REFERENCE STANDARDS

A. FS W-C-596 - Connector, Electrical, Power, General Specification for; 2014h (Validated 2022).

B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush Mounted (General Specification); 2017g (Validated 2023).

C. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

D. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2016.

E. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).

F. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.

G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

I. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

J. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

K. UL 943 - Ground-Fault Circuit-Interrupters; Current Edition, Including All Revisions.

L. UL 1310 - Class 2 Power Units; Current Edition, Including All Revisions.

M. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.

N. UL 1917 - Solid-State Fan Speed Controls; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

A. Coordination:
   1. Coordinate the placement of outlet boxes with millwork, furniture, equipment, etc. installed under other sections or by others.
   2. Coordinate the placement of outlet boxes for wall switches with actual installed door swings.
   3. Coordinate the installation and preparation of uneven surfaces, such as split face block, to provide suitable surface for installation of wiring devices.
   4. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.
   1. Wall Dimmers: Include derating information for ganged multiple devices.

1.05 QUALITY ASSURANCE

A. Comply with requirements of NFPA 70.

B. Products: Listed, classified, and labeled as suitable for the purpose intended.

PART 2 PRODUCTS

2.01 WIRING DEVICE APPLICATIONS

A. Provide wiring devices suitable for intended use and with ratings adequate for load served.

B. Provide weather resistant GFCI receptacles with specified weatherproof in use covers for receptacles installed outdoors or in damp or wet locations.

C. Provide tamper resistant receptacles.

D. Provide GFCI protection for receptacles installed within 6 feet of sinks.

E. Provide GFCI protection for receptacles installed in commercial kitchens.

F. Provide GFCI protection for receptacles serving electric drinking fountains.

G. Unless noted otherwise, do not use combination switch/receptacle devices.

2.02 WIRING DEVICE FINISHES

A. Provide wiring device finishes as described below unless otherwise indicated.

B. Wiring Devices, Unless Otherwise Indicated: Gray with stainless steel wall plate, Verification during submittal process.

C. Wiring Devices Connected to Emergency Power: Red with red nylon wall plate factory marked "Emergency".

2.03 MODULAR CONNECTORS

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

2.04 MANUFACTURERS:

A. Hubbell Incorporated: www.hubbell.com/#sle.

B. Leviton Manufacturing Company, Inc: www.leviton.com/#sle.

C. Pass & Seymour, a brand of Legrand North America, Inc: www.legrand.us/#sle.

D. Eaton(Arrow Hart).

E. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 SOURCE LIMITATIONS

A. Obtain each type of wiring device and associated wall plate from single source from single manufacturer.

2.06 PRODUCT GRADE:

A. Receptacles: Unless indicated otherwise, Industrial specification grade.

B. Switches: Unless indicated otherwise, Industrial specification grade.

2.07 WALL SWITCHES

A. Wall Switches - General Requirements: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

B. Standard Wall Switches: 20 A, 120/277 V with standard toggle type switch actuator and maintained contacts; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

C. Lighted Wall Switches: 20 A, 120/277 V with illuminated standard toggle type switch actuator and maintained contacts; illuminated with load off; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

D. Pilot Light Wall Switches: 20 A, 120/277 V with red illuminated standard toggle type switch actuator and maintained contacts; illuminated with load on; single pole single throw, double pole single throw, three way, or four way as indicated on the drawings.

2.08 WALL DIMMERS

A. Wall Dimmers - General Requirements: Solid-state with continuous full-range even control following square law dimming curve, integral radio frequency interference filtering, power failure preset memory, air gap switch accessible without removing wall plate, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1472; types and ratings suitable for load controlled as indicated on the drawings.

B. Control: Slide control type with separate on/off switch.

C. Power Rating, Unless Otherwise Indicated or Required to Control the Load Indicated on the Drawings:

D. Provide dimmers compatible with associated lighting fixtures indicated on drawings.

2.09 FAN SPEED CONTROLLERS

A. Description: 120 V AC, solid-state, full-range variable speed, slide control type with separate on/off switch, with integral radio frequency interference filtering, fan noise elimination circuitry, power failure preset memory, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 1917.
   1. Current Rating: 1.5 A unless otherwise indicated or required to control the load indicated on the drawings.

2.10 RECEPTACLES

A. Receptacles - General Requirements: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.
   1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.
   2. NEMA configurations specified are according to NEMA WD 6.

B. Convenience Receptacles:
   1. Standard Convenience Receptacles: 20A, 125V, NEMA 5-20R; single or duplex as indicated on the drawings.
   2. Weather Resistant Convenience Receptacles: 20A, 125V, NEMA 5-20R, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations; single or duplex as indicated on the drawings.
   3. Tamper Resistant Convenience Receptacles: 20A, 125V, NEMA 5-20R, listed and labeled as tamper resistant type; single or duplex as indicated on the drawings.

C. GFCI Receptacles:
   1. GFCI Receptacles - General Requirements: Self-testing, with feed-through protection and light to indicate ground fault tripped condition and loss of protection; listed as complying with UL 943, class A.
      a. Provide test and reset buttons of same color as device.
   2. Standard GFCI Receptacles: duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style.
   3. Weather Resistant GFCI Receptacles: duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as weather resistant type complying with UL 498 Supplement SE suitable for installation in damp or wet locations.
   4. Tamper Resistant GFCI Receptacles: _____, duplex, 20A, 125V, NEMA 5-20R, rectangular decorator style, listed and labeled as tamper resistant type.

D. USB Charging Devices:
   1. USB Charging Devices - General Requirements: Listed as complying with UL 1310.
      a. Charging Capacity - Two-Port Devices: 5 A, minimum.
   2. USB Charging/Tamper Resistant Receptacle Combination Devices: Two-port (Type A&C) USB charging device and receptacle, duplex, 20A, 125V, NEMA 5-20R, listed and labeled as tamper resistant type; rectangular decorator style.

2.11 WALL PLATES

A. Wall Plates: Comply with UL 514D.
   1. Configuration: One piece cover as required for quantity and types of corresponding wiring devices.
   2. Size: Standard.
   3. Screws: Metal with slotted heads finished to match wall plate finish.

B. Stainless Steel Wall Plates: Brushed satin finish, Type 302 stainless steel unless indicated otherwise by architect during submittal process.

C. Galvanized Steel Wall Plates: Rounded corners and edges, with corrosion resistant screws.

D. Weatherproof Covers for Wet Locations: Gasketed, cast aluminum, with hinged lockable cover and corrosion-resistant screws; listed as suitable for use in wet locations while in use with attachment plugs connected and identified as extra-duty type.

PART 3 EXECUTION

3.01 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130.

B. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of wiring devices provided under this section. Unless otherwise indicated, measurements are to center line of device.
   1. Mounting Heights: Unless otherwise indicated, as follows:
      a. Wall Switches: +46" (1168 mm) above finished floor.
      b. Wall Dimmers: +46" (1168 mm) above finished floor.
      c. Fan Speed Controllers: +46" (1168 mm) above finished floor.
      d. Receptacles: 18 inches above finished floor or 6 inches above counter where indicated.
   2. Orient outlet boxes for vertical installation of wiring devices unless otherwise indicated.
   3. Where multiple receptacles, wall switches, or wall dimmers are installed at the same location and at the same mounting height, gang devices together under a common wall plate.
   4. Locate wall switches on strike side of door with edge of wall plate 3 inches from edge of door frame. Where locations are indicated otherwise, notify Architect to obtain direction prior to proceeding with work.
   5. Locate receptacles for electric drinking fountains concealed behind drinking fountain according to manufacturer's instructions.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Conductors:
   1. Do not strip insulation from conductors until right before they are spliced or terminated on devices.
   2. Strip insulation evenly around the conductor using tools designed for the purpose. Avoid scoring or nicking of solid wire or cutting strands from stranded wire.
   3. Where required, connect wiring devices using pigtails not less than 6 inches long. Do not connect more than one conductor to wiring device terminals.

4. The length of free conductors at outlets for devices shall meet provisions of NFPA 70, Article 300, without pigtails.
5. Existing Conductors:
    a. Cut back and pigtail, or replace all damaged conductors.
    b. Straighten conductors that remain and remove corrosion and foreign matter.
    c. Pigtailing existing conductors is permitted, provided the outlet box is large enough.
    d. When conductors larger than No. 12 AWG are installed on 15- or 20-A circuits, splice No. 12 AWG pigtails for device connections.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. For isolated ground receptacles, connect wiring device grounding terminal only to identified branch circuit isolated equipment grounding conductor. Do not connect grounding terminal to outlet box or normal branch circuit equipment grounding conductor.

I. Unless otherwise indicated, GFCI receptacles may be connected to provide feed-through protection to downstream devices. Label such devices to indicate they are protected by upstream GFCI protection.

J. Install non-feed-through-type GFCI receptacles where protection of downstream receptacles is not required.

K. Install wiring devices plumb and level with mounting yoke held rigidly in place.

L. Install wall switches with OFF position down.

M. Install wall dimmers to achieve full rating specified and indicated after derating for ganging as instructed by manufacturer.

N. Do not share neutral conductor on branch circuits utilizing wall dimmers.

O. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

P. Install wall plates to fit completely flush to wall with no gaps and rough opening completely covered without strain on wall plate. Repair or reinstall improperly installed outlet boxes or improperly sized rough openings. Do not use oversized wall plates in lieu of meeting this requirement.

Q. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

R. Identify wiring devices in accordance with Section 26 05 53.
1. Unless instructed differently by Architect, Identify each receptacle with panelboard identification and circuit number. Use hot, stamped, or engraved machine printing with black-filled lettering on face of plate, and durable wire markers or tags inside outlet boxes.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each wiring device for damage and defects.

C. Operate each wall switch, wall dimmer, and fan speed controller with circuit energized to verify proper operation.

D. Test each receptacle to verify operation and proper polarity.
1. Line voltage: Acceptable range is 105 to 132 V.
2. Ground Impedance: Values of up to 2 ohms are acceptable.
3. Voltage Drop: Under 15A load, a value of 6 percent or higher is unnacceptable.

E. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.
   1. Test for tripping values specified in UL 1436 and UL 943

F. Correct wiring deficiencies and replace damaged or defective wiring devices.

G. Replace devices that have been in temporary use during construction and that were installed before building finishing operations were complete

3.03 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.04 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 26 43 00
SURGE PROTECTIVE DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surge protective devices for service entrance locations.

B. Surge protective devices for distribution locations.

C. Surge protective devices for branch panelboard locations.

1.02 RELATED REQUIREMENTS

A. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

B. Section 26 23 00 - Low-Voltage Switchgear.

C. Section 26 24 13 - Switchboards.

D. Section 26 24 16 - Panelboards.

1.03 ABBREVIATIONS AND ACRONYMS

A. EMI/RFI: Electromagnetic Interference/Radio Frequency Interference.

B. SPD: Surge Protective Device.

1.04 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

B. NEMA EN 10250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2024.

C. NETA ATS - Standard for Acceptance Testing Specifications for Electrical Power Equipment And Systems; 2025.

D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

E. UL 1449 - Standard for Surge Protective Devices; Current Edition, Including All Revisions.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Coordination: Coordinate size and location of overcurrent device compatible with the actual surge protective device and location to be installed. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to ordering equipment.

1.06 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Product Data: Include detailed component information, voltage, surge current ratings, repetitive surge current capacity, voltage protection rating (VPR) for all protection modes, maximum continuous operating voltage (MCOV), nominal discharge current (I-n), short circuit current rating (SCCR), connection means including any required external overcurrent protection, enclosure ratings, outline and support point dimensions, weight, service condition requirements, and installed features.

C. Shop Drawings: Include wiring diagrams showing all factory and field connections with wire and circuit breaker/fuse sizes.

D. Operation and Maintenance Data: Include information on status indicators and recommended maintenance procedures and intervals.

E. Warranty: Submit sample of manufacturer's warranty and documentation of final executed warranty completed in Owner's name and registered with manufacturer.

F. Project Record Documents: Record actual connections and locations of surge protective devices.

1.07 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Manufacturer's Warranty: Provide minimum five year warranty covering repair or replacement of surge protective devices showing evidence of failure due to defective materials or workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Field-installed, Externally Mounted Surge Protective Devices:
   1. ABB/GE: www.geindustrial.com/#sle.
   2. Current Technology; a brand of Thomas & Betts Power Solutions: www.tnbpowersolutions.com/#sle.
   3. Schneider Electric; Square D Brand Surgelogic Products: www.surgelogic.com/#sle.
   4. Surge Suppression, LLC (SSI): www.surgesuppression.com/#sle.

B. Factory-installed, Internally Mounted Surge Protective Devices:
   1. Same as manufacturer of equipment containing surge protective device, to provide a complete listed assembly including SPD.

C. Substitutions: See Section 01 60 00 - Product Requirements.

D. Source Limitations: Furnish surge protective devices produced by a single manufacturer and obtained from a single supplier.

2.02 SURGE PROTECTIVE DEVICES - GENERAL REQUIREMENTS

A. Description: Factory-assembled surge protective devices (SPDs) for 60 Hz service; listed, classified, and labeled as suitable for the purpose intended; system voltage as indicated on the drawings.

B. Unless otherwise indicated, provide field-installed, externally-mounted or factory-installed, internally-mouonted SPDs.

C. List and label as complying with UL 1449, Type 1 when connected on line side of service disconnect overcurrent device and Type 1 or 2 when connected on load side of service disconnect overcurrent device.

D. Protected Modes:
   1. Wye Systems: L-N, L-G, N-G, L-L.
   2. Delta Systems: L-G, L-L.
   3. Single Split Phase Systems: L-N, L-G, N-G, L-L.
   4. High Leg Delta Systems: L-N, L-G, N-G, L-L.

E. UL 1449 Voltage Protection Ratings (VPRs):
   1. 208Y/120V System Voltage: Not more than 1,000 V for L-N, L-G, and N-G modes and 1,200 V for L-L mode.
   2. 240/120V System Voltage: Not more than 1,000 V for L-N, L-G, and N-G modes and 1,200 V for L-L mode.
   3. 480Y/277V System Voltage: Not more than 1,500 V for L-N, L-G, and N-G modes and 2,000 V for L-L mode.
   4. 480V Delta System Voltage: Not more than 1,800 V for L-G mode and 3,000 V for L-L mode.

F. UL 1449 Maximum Continuous Operating Voltage (MCOV): Not less than 115% of nominal system voltage.

G. Enclosure Environment Type per NEMA EN 10250: Unless otherwise indicated, as specified for the following installation locations:
   1. Indoor clean, dry locations: Type 1.
   2. Outdoor locations: Type 3R.

H. Mounting for Field-installed, Externally Mounted SPDs: Unless otherwise indicated, as specified for the following locations:

1. Provide surface-mounted SPD where mounted in non-public areas or adjacent to surface-mounted equipment.
2. Provide flush-mounted SPD where mounted in public areas or adjacent to flush-mounted equipment.

I. Equipment Containing Factory-installed, Internally Mounted SPDs: Listed and labeled as a complete assembly including SPD.

2.03 SURGE PROTECTIVE DEVICES FOR SERVICE ENTRANCE LOCATIONS

A. Surge Protective Device:
1. Protection Circuits: Field-replaceable modular or non-modular.
2. Surge Current Rating: Not less than 160 kA per mode/320 kA per phase.
3. UL 1449 Nominal Discharge Current (I-n): 20 kA.
4. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
5. Diagnostics:
   a. Protection Status Monitoring: Provide indicator lights to report the protection for each phase.
   b. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
   c. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.
6. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.

B. List and label as complying with UL 1449, Type 1 when connected on line side of service disconnect overcurrent device and Type 1 or 2 when connected on load side of service disconnect overcurrent device.

C. Provide SPDs utilizing field-replaceable modular or non-modular protection circuits.

D. Surge Current Rating: Not less than 120 kA per mode/240 kA per phase.

E. UL 1449 Nominal Discharge Current (I-n): 20 kA.

F. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.

G. Diagnostics:
1. Protection Status Monitoring: Provide indicator lights to report the protection for each phase.
2. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
3. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.

H. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.

2.04 SURGE PROTECTIVE DEVICES FOR DISTRIBUTION LOCATIONS

A. Surge Protective Device:
1. Protection Circuits: Field-replaceable modular or non-modular.
2. Surge Current Rating: Not less than 120 kA per mode/240 kA per phase.
3. UL 1449 Nominal Discharge Current (I-n): 20 kA.
4. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
5. Diagnostics:

a. Protection Status Monitoring: Provide indicator lights to report the protection status for each phase.
b. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.

6. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.

B. List and label as complying with UL 1449, Type 1 or Type 2.

C. Distribution locations include SPDs connected to distribution panelboards, motor control centers, and busway.

D. Provide SPDs utilizing field-replaceable modular or non-modular protection circuits.

E. Surge Current Rating: Not less than 80 kA per mode/160 kA per phase.

F. UL 1449 Nominal Discharge Current (I-n): 20 kA.

G. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.

H. Diagnostics:
1. Protection Status Monitoring: Provide indicator lights to report the protection statusfor each phase.
2. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
3. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.

I. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.

2.05 SURGE PROTECTIVE DEVICES FOR BRANCH PANELBOARD LOCATIONS

A. Surge Protective Device:
1. Protection Circuits: Field-replaceable modular or non-modular.
2. Surge Current Rating: Not less than 60 kA per mode/120 kA per phase.
3. UL 1449 Nominal Discharge Current (I-n): 20 kA.
4. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
5. Diagnostics:
a. Protection Status Monitoring: Provide indicator lights to report the protection status for each phase.
b. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
c. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.
6. Provide surge rated integral disconnect switch for SPDs not connected to a dedicated circuit breaker or fused switch or not direct bus connected.

B. List and label as complying with UL 1449, Type 1 or Type 2.

C. Provide SPDs utilizing field-replaceable modular or non-modular protection circuits.

D. Surge Current Rating: Not less than 60 kA per mode/120 kA per phase.

E. UL 1449 Nominal Discharge Current (I-n): 20 kA.

F. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.

G. Diagnostics:
1. Protection Status Monitoring: Provide indicator lights to report the protection status.

2. Alarm Notification: Provide indicator light and audible alarm to report alarm condition. Provide button to manually silence audible alarm.
3. Surge Counter: Provide surge event counter with manual reset button, surge count retention upon power loss, and six digit LCD display that indicates quantity of surge events.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as indicated.

B. Verify that the service voltage and configuration marked on the SPD are consistent with the service voltage and configuration at the location to be installed.

C. Verify that electrical equipment is ready to accept connection of the SPD and that installed overcurrent device is consistent with requirements of drawings and manufacturer's instructions.

D. Verify system grounding and bonding is in accordance with Section 26 05 26, including bonding of neutral and ground for service entrance and separately derived systems where applicable. Do not energize SPD until deficiencies have been corrected.

E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

A. Perform work in accordance with NECA 1 (general workmanship).

B. Install products in accordance with manufacturer's instructions.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Unless indicated otherwise, connect service entrance surge protective device on load side of service disconnect main overcurrent device.

E. Provide conductors with minimum ampacity as indicated on the drawings, as required by NFPA 70, and not less than manufacturer's recommended minimum conductor size.

F. Install conductors between SPD and equipment terminations as short and straight as possible, not exceeding manufacturer's recommended maximum conductor length. Breaker locations may be reasonably rearranged in order to provide leads as short and straight as possible. Twist conductors together to reduce inductance.

G. Do not energize SPD until bonding of neutral and ground for service entrance and separately derived systems is complete in accordance with Section 26 05 26 where applicable. Replace SPDs damaged by improper or missing neutral-ground bond.

H. Disconnect SPD prior to performing any high potential testing. Replace SPDs damaged by performing high potential testing with SPD connected.

3.03 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect and test in accordance with NETA ATS, except Section 4.

3.04 CLEANING

A. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

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SECTION 26 51 00
INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Interior luminaires.

B. Emergency lighting units.

C. Exit signs.

D. Ballasts and drivers.

E. Lamps.

F. Accessories.

1.02 RELATED REQUIREMENTS

A. Section 26 05 29 - Hangers and Supports for Electrical Systems.

B. Section 26 05 33.16 - Boxes for Electrical Systems.

C. Section 26 05 53 - Identification for Electrical Systems: Identification products and requirements.

D. Section 26 09 23 - Lighting Control Devices: Automatic controls for lighting including occupancy sensors, outdoor motion sensors, time switches, outdoor photo controls, and daylighting controls.

E. Section 26 27 26 - Wiring Devices: Manual wall switches and wall dimmers.

1.03 REFERENCE STANDARDS

A. IEC 60529 - Degrees of Protection Provided by Enclosures (IP Code); 1989 (Corrigendum 2019).

B. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.

C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).

D. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; 2025.

E. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; 2006.

F. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2016.

G. NEMA LE 4 - Recessed Luminaires, Ceiling Compatibility; 2012.

H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

I. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

J. UL 924 - Emergency Lighting and Power Equipment; Current Edition, Including All Revisions.

K. UL 1598 - Luminaires; Current Edition, Including All Revisions.

L. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the installation of luminaires with mounting surfaces installed under other sections or by others. Coordinate the work with placement of supports, anchors, etc.

required for mounting. Coordinate compatibility of luminaires and associated trims with mounting surfaces at installed locations.

2. Coordinate the placement of luminaires with structural members, ductwork, piping, equipment, diffusers, fire suppression system components, and other potential conflicts installed under other sections or by others.
3. Coordinate the placement of exit signs with furniture, equipment, signage or other potential obstructions to visibility installed under other sections or by others.
4. Notify Architect of any conflicts or deviations from Contract Documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Shop Drawings:
   1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
   2. Provide photometric calculations where luminaires are proposed for substitution upon request.

C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.
   1. LED Luminaires:
      a. Include estimated useful life, calculated based on IES LM-80 test data.
   2. LED Retrofit Luminaire Conversion Kits: Include list of compatible luminaires and/or criteria for compatibility.

D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

E. Project Record Documents: Record actual connections and locations of luminaires and any associated remote components.

1.06 DELIVERY, STORAGE, AND PROTECTION

A. Receive, handle, and store products according to NECA/IESNA 500 (commercial lighting), NECA/IESNA 502 (industrial lighting), and manufacturer's written instructions.

B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.

1.07 FIELD CONDITIONS

A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.08 WARRANTY

A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

B. Provide five year manufacturer warranty for LED luminaires, including drivers.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

G. Recessed Luminaires:
   1. Ceiling Compatibility: Comply with NEMA LE 4.
   2. Luminaires Recessed in Insulated Ceilings: Listed and labeled as IC-rated, suitable for direct contact with insulation and combustible materials.
   3. Luminaires Recessed in Sloped Ceilings: Provide suitable sloped ceiling adapters.

H. LED Luminaires:
   1. Components: UL 8750 recognized or listed as applicable.
   2. Tested in accordance with IES LM-79 and IES LM-80.
   3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

I. LED Tape Lighting Systems: Provide all power supplies, drivers, cables, connectors, channels, covers, mounting accessories, and interfaces as necessary to complete installation.
   1. LED Tape - General Requirements:
      a. Listed.
      b. Wet Location Applications: IEC 60529, IP 68 (waterproof) rated.

J. Track Lighting Systems: Provide track compatible with specified track heads, with all connectors, power feed fittings, dead ends, hangers and canopies as necessary to complete installation.

K. Luminaires Mounted in Continuous Rows: Provide quantity of units required for length indicated, with all accessories required for joining and aligning.

2.03 EMERGENCY LIGHTING UNITS

A. Description: Emergency lighting units complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.

B. Operation: Upon interruption of normal power source or brownout condition exceeding 20 percent voltage drop from nominal, solid-state control automatically switches connected lamps to emergency power supply for minimum of 90 minutes of rated emergency illumination.Batteries, where used, automatically recharge upon restoration of normal power source.

C. Battery:
   1. Size battery to supply all connected lamps, including emergency remote heads where indicated.

D. Diagnostics: Provide power status indicator light and accessible integral test switch to manually activate emergency operation.

E. Provide low-voltage disconnect to prevent battery damage from deep discharge.

F. Accessories:
   1. Provide compatible accessory mounting brackets where indicated or required to complete installation.
   2. Provide compatible accessory wire guards where indicated.
   3. Where indicated, provide emergency remote heads that are compatible with the emergency lighting unit they are connected to and suitable for the installed location.

2.04 EXIT SIGNS

A. Description: Internally illuminated exit signs with LEDs unless otherwise indicated; complying with NFPA 101 and all applicable state and local codes, and listed and labeled as complying with UL 924.
   1. Number of Faces: Single or double as indicated or as required for the installed location.
   2. Directional Arrows: As indicated or as required for the installed location.

B. Accessories:
   1. Provide compatible accessory wire guards where indicated.

2.05 BALLASTS AND DRIVERS

A. Ballasts/Drivers - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
   3. Electronic Ballasts/Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.

B. Dimmable LED Drivers:
   1. Dimming Range: Continuous dimming from 100 percent to ten percent relative light output unless dimming capability to lower level is indicated, without flicker.
   2. Control Compatibility: Fully compatible with the dimming controls to be installed.
      a. Wall Dimmers: See Section 26 27 26.
      b. Daylighting Controls: See Section 26 0923 .

2.06 LAMPS

A. Lamps - General Requirements:
   1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
   2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
   3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
   4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are determined by the Architect to be inconsistent in perceived color temperature.

2.07 ACCESSORIES

A. Stems for Suspended Luminaires: Steel tubing, minimum 1/2" size, factory finished to match luminaire or field-painted as directed.

B. Threaded Rods for Suspended Luminaires: Zinc-plated steel, minimum 1/4" size, field-painted as directed.

PART 3 EXECUTION

3.01 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.

B. Install products in accordance with manufacturer's instructions.

C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 500 (commercial lighting) and NECA 502 (industrial lighting).

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

F. Suspended Ceiling Mounted Luminaires:
   1. Secure surface-mounted, recessed, and pendant-mounted luminaires to building structure.

2. Secure lay-in luminaires to ceiling support channels using listed safety clips at four corners.
3. See appropriate Division 9 section where suspended grid ceiling is specified for additional requirements.

G. Recessed Luminaires:
1. Install trims tight to mounting surface with no visible light leakage.
2. Non-IC Rated Luminaires: Maintain required separation from insulation and combustible materials according to listing.
3. Luminaires Recessed in Fire-Rated Ceilings: Install using accessories and firestopping materials to meet regulatory requirements for fire rating.

H. Suspended Luminaires:
1. Unless otherwise indicated, specified mounting heights are to bottom of luminaire.
2. Install using the suspension method indicated, with support lengths and accessories as required for specified mounting height.
3. Provide minimum of two supports for each luminaire equal to or exceeding 4 feet nominal length, with no more than 4 feet between supports.
4. Install canopies tight to mounting surface.

I. Install accessories furnished with each luminaire.

J. Bond products and metal accessories to branch circuit equipment grounding conductor.

K. Emergency Lighting Units and Exit Signs:
1. Unless otherwise indicated, connect unit to unswitched power from same circuit feeding normal lighting in same room or area. Bypass local switches, contactors, or other lighting controls.

L. Remote Ballasts: Install in accessible location as indicated or as required to complete installation, using conductors per manufacturer's recommendations not exceeding manufacturer's recommended maximum conductor length to luminaire.

M. Identify luminaires connected to emergency power system in accordance with Section 26 05 53.

N. Install lamps in each luminaire.

3.02 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

B. Aim and position adjustable emergency lighting unit lamps to achieve optimum illumination of egress path as required or as directed by Architect or authority having jurisdiction.

C. Exit Signs with Field-Selectable Directional Arrows: Set as indicated or as required to properly designate egress path as directed by Architect or authority having jurisdiction.

3.03 CLEANING

A. Clean surfaces according to NECA 500 (commercial lighting), NECA 502 (industrial lighting), and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

END OF SECTION

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SECTION 26 56 00
EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior luminaires.

B. Ballasts.

C. Poles and accessories.

1.02 RELATED REQUIREMENTS

A. Section 03 30 00 - Cast-in-Place Concrete: Materials and installation requirements for concrete bases for poles.

B. Section 26 05 26 - Grounding and Bonding for Electrical Systems.

C. Section 26 05 29 - Hangers and Supports for Electrical Systems.

D. Section 26 05 33.16 - Boxes for Electrical Systems.

1.03 REFERENCE STANDARDS

A. IES LM-63 - IESNA Standard File Format for Electronic Transfer of Photometric Data and Related Information; 2002 (Reaffirmed 2008).

B. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.

C. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).

D. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2023.

E. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.

F. NEMA 410 - Performance Testing for Lighting Controls and Switching Devices with Electronic Drivers and Discharge Ballasts; 2016.

G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

H. UL 1598 - Luminaires; Current Edition, Including All Revisions.

I. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.04 SUBMITTALS

A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.

B. Shop Drawings:

C. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.

1. LED Luminaires:
    a. Include estimated useful life, calculated based on IES LM-80 test data.
    b. Include IES LM-79 test report upon request.
2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.
3. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

A. Provide products that comply with requirements of NFPA 70.

B. Provide products that are listed and labeled as complying with UL 1598, where applicable.

C. Provide products listed, classified, and labeled as suitable for the purpose intended.

D. Unless otherwise indicated, provide complete luminaires including lamp(s) and all sockets, ballasts, reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

G. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.

H. LED Luminaires:
   1. Components: UL 8750 recognized or listed as applicable.
   2. Tested in accordance with IES LM-79 and IES LM-80.
   3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.03 BALLASTS AND DRIVERS

A. Ballasts/Drivers - General Requirements:
   1. Provide ballasts containing no polychlorinated biphenyls (PCBs).
   2. Minimum Efficiency/Efficacy: Provide ballasts complying with all current applicable federal and state ballast efficiency/efficacy standards.
   3. Electronic Ballasts/Drivers: Inrush currents not exceeding peak currents specified in NEMA 410.

B. Dimmable LED Drivers:
   1. Dimming Range: Continuous dimming from 100 percent to five percent relative light output unless dimming capability to lower level is indicated, without flicker.
   2. Control Compatibility: Fully compatible with the dimming controls to be installed.

2.04 POLES

A. Furnish products as indicated in luminaire schedule included on the drawings.

B. All Poles:
   1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.
   2. Finish: Match luminaire finish, unless otherwise indicated.
   3. Mounting: Install on concrete foundation, height as indicated on the drawings, unless otherwise indicated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 26 05 33.16 as required for installation of luminaires provided under this section.

B. Install products in accordance with manufacturer's instructions.

C. Install luminaires in accordance with NECA/IESNA 501.

D. Provide required support and attachment in accordance with Section 26 05 29.

E. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

F. Pole-Mounted Luminaires:
   1. Foundation-Mounted Poles:
      a. Provide cast-in-place concrete foundations for poles as indicated per electrical drawing details, in accordance with Section 03 30 00.
         1) Install anchor bolts plumb per template furnished by pole manufacturer.
         2) Position conduits to enter pole shaft.
      b. Install foundations plumb.
      c. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
      d. Tighten anchor bolt nuts to manufacturer's recommended torque.
      e. Install anchor base covers or anchor bolt covers as indicated.
   2. Embedded Poles: Install poles plumb as indicated.
   3. Grounding:
      a. Bond luminaires, metal accessories, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.
      b. Provide supplementary ground rod electrode as per electrical drawing details and specified in Section 26 05 26 at each pole bonded to grounding system as indicated.
   4. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.

G. Install accessories furnished with each luminaire.

H. Bond products and metal accessories to branch circuit equipment grounding conductor.

I. Install lamps in each luminaire.

3.02 FIELD QUALITY CONTROL

A. See Section 01 40 00 - Quality Requirements, for additional requirements.

B. Inspect each product for damage and defects.

C. Operate each luminaire after installation and connection to verify proper operation.

D. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Architect.

3.03 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Architect. Secure locking fittings in place.

END OF SECTION