

Date Bids Due 3/11/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13744	Description TOC Office Furniture and Installation			
Contract to Begin 3/30/2015	Date of Completion 5/15/2015	Proposal Guaranty Amount \$9250.00		Liquidated Damages \$125.00
Purchasing Agent David Doolittle	E-Mail Address david.doolittle@dot.iowa.gov	Phone 515-239-1374	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed: _____ **Date:** _____



Schedule Of Prices

Number	13744
Date Required	03/11/2015 1:00 PM

Title TOC Office Furniture and Installation
 Delivery Location ,
 Shipping Terms FOB Job Site

Vendor
 PA Name David C Doolittle
 Phone 515-239-1374
 E-Mail david.doolittle@dot.iowa.gov

Description Awarded bidder to supply and install console components including frames, tiles, surfaces, connectors, trim, etc. needed to complete console set up per print provided. Base bid - 8 console stations Alternate 1 - 12 console stations

Product Availability Days: _____

All items must be bid.

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	LOT	Ankeny TOC Consoles modular furniture for operations center operators plans and specs attached Delivery Location: ANKENY, IA 50021			
Comments:						
2	1	LOT	console furniture installation Delivery Location: ANKENY, IA 50021			
Comments:						

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature: _____ Date: _____



**Iowa Department of Transportation
Standard Terms and Conditions For
Bid Proposals/Contracts
-FORMAL-**

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Bid responses received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.

5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**
The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:
 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the

Iowa DOT's sole discretion, are insufficient for any reason.

- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
General Requirements
Proposal No.: 13744
TOC Office Furniture and Installation
Letting Date: March 4, 2015 1:00 P.M.**

Part 1 General Conditions

1.1 Adoption of General Conditions

- A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.
- B. "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.
- C. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Purchasing and Distribution of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

Part 2 Supplementary Instructions to Bidders

2.1 General

- A. **Owner:**
The Owner of this project is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

Project Location:
Iowa Department of Transportation
6310 SE Convenience BLVD
Ankeny, IA 50021

- B. **Contract Document Information:**

Contact persons regarding project site contact:
Iowa Department of Transportation
Ashley Smelser, Phone NO.: 515-239-1270
Email: Ashley.smelser@dot.iowa.gov

Questions regarding the bidding documents should be directed to:
Purchasing Section
Purchasing Agent – David Doolittle
Phone No.: 515-239-11374 Fax No.: 515-239-1538
Email: david.doolittle@dot.iowa.gov

Downloading the RFP from the Internet

All correspondence for this bid proposal will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule

Bidders will be required to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information regarding this bid opportunity.

C. Restrictions on Communication

From the issue date of this RFP until announcement of the successful Vendor, Vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by 1:00 p.m., March 4, 2015. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

In NO CASE shall verbal communication override written communication. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the Iowa DOT shall be accepted.

D. Scope of Work

The project consists of providing all materials, labor, equipment and tools required to furnish, deliver and install TOC Office Furniture for the Iowa Department of Transportation, located at 6310 SE Convenience Blvd, Ankeny, Iowa 50021. Work to include;

- supply and install console components including frames, tiles, surfaces, connectors, trim, etc. needed to complete console set up per print provided.
- Base bid - 8 console stations, Alternate 1 - 12 console stations.

Installer Qualifications:

1. Installation contractor shall have a minimum of three years experience, and demonstrate successful experience in installing systems furniture on a project of similar size.
2. Contractor shall provide two references from completed projects from within the past year.

Final product selections shall be made upon selection of successful contractor. Furniture must meet the needs of customer office.

- A. Submit specific warranties, final certifications and similar documents.
- B. Any deviation from the existing plans due to corrections or changes made in the field shall be documented on a blue-line set of plans and turned over to the Iowa DOT for a Final As-Installed document.
- C. Systems furnishing contractor shall prepare a notebook of information to include the following:
 1. Cleaning information
 2. Warranties
 3. Price list
 4. Catalog and fabric binders
 5. Two blue-line sets of "As-Installed" plans.

Prior to award, the apparent intent to award vendor will demonstrate a successful installation. This may include a demonstration of project, past performance and lead time for all products and equipment bid and installation completion dates.

Delivery Requirements:

1. Bidders must supply delivery lead times for all equipment bid. If this is not provided with bid, bid may be rejected.
2. These delivery lead times are critical to project schedules. If these dates are not met as agreed and indicated in bid contract will be voided.

E. Contract Award:

- Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. Items are tied. Bid price will include all requirements listed in Specifications, Drawings and Supplemental Terms to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- One purchase order will be awarded for all items. **All items are tied.**
- Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

2.2 Bidders Representatives

- **Site Visit:**
 - It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact Office of Support Services, Facilities, Ashley Smelser, 515-239-1270.
 - No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.

- **Conditions of Work:**

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

- **Obligation of Bidder:**

- At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.
- The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

- **Codes, Laws and Regulations:**

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to this project. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

- **Licenses, Permits and Inspections**

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.3 Bidding Documents

A. Plans and Specifications:

- The Plans and Specifications are to remain on file at the Iowa DOT Office, Purchasing Section, 800 Lincoln Way, Ames, IA 50010.
- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

B. Contents of the Contract Documents:

- In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
 1. Addendum
 2. Proposal Form
 3. Special Provision
 4. Plans
 5. Supplemental Specifications
 6. Standard Specifications

Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.

C. Interpretation of Contract Documents:

- If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an interpretation thereof. Requests for interpretation must be received on or before **1:00 PM. March 4, 2015.**
- The person submitting a request will be responsible for its prompt delivery.
- No interpretation of the meaning of the drawings, specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.
- A copy of such addendum will be mailed or delivered to each person receiving a copy of the contract documents and to such other prospective bidders having requested that they be furnished with a copy of each addendum.

D. Materials and Equipment:

- Names of Manufacturers and vendors listed in the bidding documents are listed for the bidders only. Manufacturers and vendors, in addition to those specifically listed, are acceptable when it is proven to the satisfaction of the Iowa DOT that:
 - a. The level of quality proposed is equal to or better than that of the referenced manufacturer/vendor's quality.
 - b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
 - c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.
- Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.

- The Contractor must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

E. Exceptions/Equals:

No substitutions, changes or additions to the request for proposals.

F. Addenda:

Addenda, if issued, will be posted on the Iowa DOT's website at www.iowadot.gov/purchasing/lettingschedule

Bidders will be required to visit the Iowa DOT's website periodically for any and all addendums or other pertinent information regarding this bid opportunity.

- All addenda so issued shall become part of the contract documents.

2.4 Bidding Procedures

A. Proposed Form:

- Each proposal must be submitted in ink or typewritten and shall be sealed in the envelope provided in the packet.
- Submit bids to The Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010. Bids shall be due on or before **1:00 P.M., March 11, 2015** and shall be read publicly thereafter.
- Each Bid must be submitted on the Schedule of Prices form included in the packet.
- All bids received by the Iowa DOT, which require allocation of appropriated state funds, are subject to the acceptance of the issuing department of the State of Iowa.

B. Proposal Guaranty:

Each bid must be supported by a Proposal Guaranty in the sum of **\$9,250.00**. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent.

Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than prescribed in the proposal. Bid bond may be used for the proposal guaranty in lieu of that specified above. ***A bid bond must be submitted on Iowa Department of Transportation Form No. 131084 included in the packet or bid will be rejected.***

The proposal guaranty of the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates filed. All other bid securities will be returned after the award has been made.

C. Withdrawal Period:

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

D. Liquidated Damages:

- Time is an essential of the contract, and it is important that the work be pressed vigorously to completion. The cost per day for liquidated damages is indicated on the Purchasing Proposal form.
- For each calendar day that any work shall remain uncompleted beyond the completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Owner shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.
- Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.
- The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Owner's right to collect any additional damages other than time delays, which the Owner may sustain by the failure of the Contractor to carry out the terms of the contract.

E. Facsimile Modifications and Bid Closing:

- Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- Modification of the bid price by facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall not reveal the bid price but shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

F. Informalities:

The Owner may waive any informalities or reject any or all bids.

G. Additional Requirements: *Required with Bid Packet.*

Contractor shall provide three (3) references from completed projects, with similar number of office spaces done within the past year. This must be included with bid or bid may be rejected.

- Lead time for all products and equipment bid.
- Delivery costs for all products and equipment bid.
- Installation, hourly labor rates
- Warranty information
- Additional information required with the specifications and plans.

2.5 Consideration of Bids

A. Rejection of Bids:

- The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- Conditional bids will not be accepted.

B. Qualification of Bidder:

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

Reference Checks

The Iowa DOT reserves the right to contact any reference provided by the Bidder to assist in the evaluation of the Bid Response, to verify information contained in the Bid Response and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid Response.

2.6 Performance and Payment Bonds

A. Bonds:

Performance bond is not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in, including Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney:

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

2.7 Notice of Tax Exempt Status

A Sales Tax Exemption Certificate and authorization letter will be issued to the successfully awarded construction contractor for the purchase of building materials, supplies and equipment used in the performance of this construction contract.

The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

2.8 Labor Regulations

All contractors, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2003.

2.9 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 761-20-- [01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

Part 3 Supplementary General Conditions

3.1 The Contractor

A. Guidelines:

- Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment, fall protection and ventilation.

B. Guarantee:

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the date of acceptance, except that special guarantee provision specified elsewhere in these Specifications shall take precedence. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete building walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.
- The Guarantee shall include, but not be limited to the following elements and services:
 - a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
 - b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
 - c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

C. Workmanship

Work shall be performed in best, most workmanlike manner by mechanics, skilled and employed continuously in their respective trade. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

D. Shop Drawings and Samples:

- Shop drawings, specification data, and samples shall be submitted to the Iowa DOT for approval and/or selection prior to the placing of orders for any equipment and materials.
- Shop Drawings: Shop drawings shall be submitted after the schedule of proposed material and equipment has been approved. Submit details of systems and equipment to the Iowa DOT for review. Submit a minimum of eight binders containing one copy each of Shop Drawing of all systems and equipment as indicated in each Division of the specifications: (Note: Submission of Shop Drawings not in binders, but in loose sheet form, may be considered cause for rejection with resubmission in proper form required).

- Product Data: Submit manufacturer's product data to the Iowa DOT for approval, consisting of complete specifications, test report data, installation instructions, and other pertinent technical data required to complete product.
 - a. Intent of Shop Drawings and Product Data review is to check for capacity, rating and certain construction features. Ensure that work meets requirements of Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction, and for coordination of work of this and other Sections.
 - b. Perform work in accordance with submittals marked "No Exception Taken" to extent that they agree with Contract Documents. Submittal review shall not diminish responsibility under this Contract for dimensional coordination, quantities, installation, wiring, supports, access, service and errors, nor for deviations from requirements of Contract Documents. Requirements of Contract Documents are not limited, waived, nor superseded by Shop Drawing Review.
 - c. Submittals of various systems shall indicate equipment supplier used and that all equipment of particular system is being furnished by same supplier. Supplier shall be qualified to supervise installation, connection and testing of system and have competent maintenance service for respective systems.
 - d. Shop Drawings and samples will be reviewed with reasonable promptness and will be stamped indicating appropriate action as follows:
 - 1) **"No Exception Taken"** means that fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.
 - 2) **"Make Corrections Noted"** means that fabrication, manufacture, or construction may proceed providing submittal complies with Engineer's notation and Contract Documents. If, for any reason, notations cannot be complied with, resubmit as described for submittals stamped **"Reject"**.
 - 3) **"Revise and Resubmit"** means submittal information is incomplete or ambiguous and therefore clarification or additional information is required to ascertain compliance with the contract documents, and that fabrication, manufacture or construction shall not proceed. Provide additional data required by the contract documents and resubmit.
 - 4) **"Reject"** means that submittal does not comply with Contract Documents and that fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with requirements of Contract Documents.

E. Use of Premises:

- All Contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.

- Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

F. Cutting and Patching:

- Each Contractor shall cut holes necessary to install work.
- Similarly, each contractor shall perform all necessary patching that result from cutting of holes. The Prime Contractor shall resolve any conflict between trades, and it will be the contractor's responsibility to see all patches are made. Any and all through-wall penetration requiring structural modifications and or structural members shall be provided by the Prime Contractor.

G. Temporary Services:

The Contractor shall furnish the following temporary services and shall maintain same during the construction period:

- a. Enclosures:
Temporary closures shall be provided for all exterior openings during freezing or inclement weather.
- b. Electricity:
The Contractor shall verify the voltage available and provide connecting switches, fuse protection, and wiring necessary to provide temporary light and power throughout the building until the building services are ready for use.
- c. Construction Office:
Temporary office space may be provided by the contractor. Office trailers shall be located as directed by the Iowa DOT Representative.
- d. Telephone:
Telephone service of local exchange may be provided and maintained by the Contractor throughout the construction period on the project.
- e. Staging and Scaffolding:
 1. All staging and scaffolding, exterior and interior, required to be over eight feet in height shall be furnished and erected by each Contractor for the work under charge and maintained in safe condition for proper execution of the work.
 2. Staging, Scaffolding and other temporary construction shall be rigidly built in accordance with local and state requirements. Remove from premises upon completion of work
- f. Hoisting Equipment and Machinery:
All hoisting equipment and machinery required for the proper and expeditious prosecution and progress of the work under this Contract shall be furnished, installed, operated and maintained in safe condition by the each respective Contractor for material and/or equipment delivered to the designated hoisting area. All costs for hoisting operating services shall be borne by the Contractor or Subcontractor for all work under charge.

H. Clean-Up:

Throughout the period of construction, the Contractor shall clean up all work and yard areas and keep the area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the Contractor shall remove all debris, tools and equipment from the project site.

I. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

J. Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

L. Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

3.2 Administration of the Contract

A. Inspection and Supervision:

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.
- The owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Owner notice no less than 24 hours in advance of installation.
- The Iowa DOT contact shall be: Ashley Smelser, 515-239-1270.

B. Contractors Construction Schedule:

The successful bidder will, within 10 days after award of contract or at the pre-construction meeting, whichever comes first, submit to the Iowa DOT, Office of Facilities Support Services, a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

C. Verifying Work of Other Contractors

- When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to Architect defects in such work and discrepancies between executed work and the Drawings and Specifications.
- Contractors shall employ such methods and means in carrying out work as will not cause interruption or interference with any other contractor. General Contractors shall give other contractors sufficient notice to permit installation of sleeves, piping, conduit, and other items, prior to placing concrete or laying masonry. Any Contractor failing to comply with above shall be responsible for expense caused by such failure.

3.3 Sub Contractors

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The apparent successful contractor for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors and major material suppliers.
- The Iowa DOT shall maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," "Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of, the Iowa DOT.

3.4 Contract Period

- The starting and completion dates are stated on the front page of the proposal. The date of completion shall be stated in calendar days on the Contractor's proposal, and if necessary, adjusted by mutual agreement between the Iowa DOT and Contractor prior to executing the contract documents.
- The Iowa DOT realizes that deliveries and condition will have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise that completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

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3.4.1 Extra Work Orders

- a. For work covered by definite unit prices or lump sum amount in the contract, cost changes will be on the basis of quantity change.
- b. Extra work performed on a force account basis will be paid for in the following manner:
 - 1) The Contractor shall receive the rate shown on previous payrolls for time employees are actually engaged in extra work, to which shall be added an amount equal to 15 percent thereof, plus the amount of social security, plus cost of workman's contribution. The 15 percent shall cover compensation for furnishing of necessary tools and all other overhead items of expense. The wage of the employees partly on force account work shall be pro-rated.
 - 2) For materials used on force account work the Contractor shall receive the actual cost of materials delivered, including freight and hauling charges as shown by original receipted bills to which cost shall be added a sum equal to 15 percent thereof.

3.5 Payments and Completion

- A. Payment shall be authorized not later than thirty (30) days following the completion and final acceptance of services rendered.

3.6 Protection of Persons and Property

A. Safety and Health Regulations:

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to this project.

B. Protection of Site:

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3.7 Insurance Requirements

Contractor's Insurance

- It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- 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.
- 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 be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - Comprehensive General Liability including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Pollution Liability \$750,000
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

Builders Risk Insurance:

- Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and
- Contract Period

3.8 Miscellaneous Provisions

A. Iowa State Building Code:

- All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.
- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2009 where applicable.

B. Discriminatory Practices:

- All contractors or subcontractors working under the terms of this project are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.
- Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion of natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

3.9 Public Contract Termination:

The provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including sub-contractors and sureties upon any bond given or filed in connection herewith.

**SECTION 00 0101
PROJECT TITLE PAGE**

**TRAFFIC OPERATIONS CENTER CONSOLES
6310 SE CONVENIENCE BLVD
ANKENY, IA 50021**

END OF PROJECT TITLE PAGE

**SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

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- B. 00 0110 - Table of Contents

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- B. 01 1000 - Summary
- C. 01 2000 - Price and Payment Procedures
- D. 01 3000 - Administrative Requirements
- E. 01 4000 - Quality Requirements
- F. 01 6000 - Product Requirements
- G. 01 7000 - Execution and Closeout Requirements
- H. 01 7419 - Construction Waste Management and Disposal
- I. 01 7800 - Closeout Submittals

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2.08 DIVISION 08 -- OPENINGS (NOT USED)

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2.20 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY (NOT USED)

2.21 DIVISION 31 -- EARTHWORK (NOT USED)

2.22 DIVISION 32 -- EXTERIOR IMPROVEMENTS (NOT USED)

2.23 DIVISION 33 -- UTILITIES (NOT USED)

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SECTION 01 0163
PRE-BID SUBSTITUTIONS

PART 1 GENERAL

1.01 DOCUMENT INCLUDES

- A. Pre-Bid Substitutions
- B. Sample Form: Request For Substitution
 1. Contractor shall make copies as needed.
 2. Use one form for each Specified Item.

1.02 BIDDER'S OPTIONS

- A. For products specified by reference standard only, select product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select one of the products and manufacturers named which complies with the technical Specifications. No substitutions will be allowed.
- C. For products specified by naming several products or manufacturers and stating "or equivalent", or "equal", or "Architect approved equivalent", or similar wording, submit a Request For Substitution for any product or manufacturer which is not specifically named. Architect and/or Engineer will review and consider for approval. If not approved prior to bidding, product is not allowed for use in the project.
- D. For products specified by naming only one product/manufacturer, there is no option and no substitution will be allowed.

1.03 SUBSTITUTIONS

- A. Prepare Base Bid in accordance with requirements of the Bidding Documents.
 1. Substitutions for products may be made during the bidding period by submitting completed Request For Substitution form and providing substantiating product information. Request For Substitution form must be received by the Office of Purchasing a minimum of seven (7) calendar days prior to the Bid Date.
 2. The Iowa DOT will consider substitution requests for approval provided they meet the submittal requirements and product information is complete and accurate.
 3. The Office of Purchasing will notify Bidders of approved product substitutions in an addendum.
- B. Submit separate request for each item. Provide the following with each request:
 1. Complete data substantiating compliance of proposed substitution with requirements stated in Bidding Documents:
 - a. Product identification, including manufacturers name and address.
 - b. Manufacturer's literature, identifying:
 - 1) Product description and model number.
 - 2) Reference standards.
 - 3) Performance and test data.
 - 4) Samples, as applicable.
 - c. Name and address of projects on which product has been used and date of each installation.
 2. Itemized comparison of the proposed substitution with product specified, listing significant variations.
 3. Advise of any change in construction schedule resulting from use of proposed substitution.
 4. All effects of substitution on separate contracts.
 5. List of changes required in other work or products.
 6. Designation of responsibility for cost of required license fees or royalties.
 - a. Description of availability of maintenance services and sources of replacement materials and parts.

- C. Substitutions will not be considered for acceptance when:
 - 1. Acceptance will require substantial revision of Contract Documents.
 - 2. In the judgment of the Iowa DOT, the submittal does not include adequate information for a comprehensive evaluation.

1.04 BIDDER'S REPRESENTATION

- A. In making formal request for substitution the bidder represents that:
 - 1. The bidder has investigated proposed product and has determined that it is equivalent to or superior in all respects to that specified.
 - 2. The bidder will provide the same warranties or bonds for substitution as for the product specified.
 - 3. The bidder will coordinate installation of the accepted substitution into the Work, and will make such changes as may be required for the Work to be completed in all respects.
 - 4. The bidder waives claims for additional costs caused by substitution which may subsequently become apparent.

1.05 ARCHITECT'S ACTION

- A. Review requests for substitution. Substitution requests that are either approved or not approved will not be returned to person submitting request.
- B. Issue an addendum to identify accepted substitutions.
- C. Only those substitutions noted as approved in an addendum may be included in the Bid.

1.06 SUBSTITUTION REQUEST FORM

- A. See Request for Substitution form at the end of this RFP.
- B. Substitutions will be considered only when the Request for Substitution form is completed and submitted with product information requested.

END OF SECTION

**SECTION 01 1000
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Traffic Operations Consoles.
- B. Owner's Name: Iowa Department of Transportation.
- C. The Project consists of the installation of modular consoles in Ankeny MVD building basement Traffic Operations Center.

1.02 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of alterations work is shown on drawings.

1.03 WORK BY OWNER

- A. Owner will install the following:
 - 1. IDOT electricians will hook up furniture.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- B. Arrange use of site and premises to allow:
 - 1. Work by Others.
 - 2. Use of site and premises by the public.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- B. Forms filled out by hand will not be accepted.

1.03 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. Submit three copies of each Application for Payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals for review, information, and project closeout.
- B. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- B. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 PROJECT COORDINATION

- A. Project Coordinator: Designer.
- B. During construction, coordinate use of site and facilities through the Project Coordinator.
- C. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- F. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Manufacturer's instructions and field reports.
 - 6. Applications for payment and change order requests.
 - 7. Progress schedules.
 - 8. Coordination drawings.
 - 9. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - CLOSEOUT SUBMITTALS.

3.02 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.

4. Inspection reports.
 5. Manufacturer's instructions.
 6. Manufacturer's field reports.
 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.03 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.04 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
1. All submittals shall be submitted via PDF, no hard copies needed unless they are physical samples.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
1. After review, produce duplicates.
 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.05 SUBMITTAL PROCEDURES

- A. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
- B. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- C. Provide space for Contractor and Architect review stamps.
- D. When revised for resubmission, identify all changes made since previous submission.
- E. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- F. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Control of installation.
- B. Testing and inspection services.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.
- B. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2014).
- B. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation; 2014.
- C. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry; 2013.
- D. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- E. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2014a.
- F. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2013.
- G. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2010.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations and procedures.
- E. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary - : Lists of products to be removed from existing building.
- B. Section 01 4000 - Quality Requirements: Product quality monitoring.

1.03 REFERENCE STANDARDS

- A. 16 CFR 260 - Guides for the Use of Environmental Marketing Claims; Federal Trade Commission; current edition.
- B. ASTM D6866 - Standard Test Methods for Determining the Biobased Content of Solid, Liquid, and Gaseous Samples Using Radiocarbon Analysis; 2012
- C. C2C (DIR) - C2C Certified Products Registry; Cradle to Cradle Products Innovation Institute; <http://www.c2ccertified.org/products/registry>.
- D. CAN/CSA Z809 - National Standard for Sustainable Forest Management; CSA International Inc.; 2008.
- E. EN 15804 - Sustainability of construction works - Environmental product declarations - Core rules for the product category of construction products; 2012.
- F. GreenScreen (LIST) - GreenScreen for Safer Chemicals List Translator; Clean Production Action; www.greenscreenchemicals.org.
- G. GreenScreen (METH) - GreenScreen for Safer Chemicals Method v1.2; Clean Production Action; www.greenscreenchemicals.org.
- H. HPDC (Tool) - Create an HPD On-Line Tool; Health Product Declaration Collaborative; <http://hpdcollaborative.org/manufacturers/>.
- I. ISO 14025 - Environmental labels and declarations -- Type III environmental declarations -- Principles and procedures; 2006.
- J. ISO 14040 - Environmental management -- Life cycle assessment -- Principles and framework; 2006.
- K. ISO 14044 - Environmental management -- Life cycle assessment -- Requirements and guidelines; 2006.
- L. ISO 21930 - Sustainability in building construction -- Environmental declaration of building products; 2007.
- M. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association; 2011.
- N. NFPA 70 - National Electrical Code; National Fire Protection Association; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Containing lead, cadmium, asbestos.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- A. Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION PROCEDURES

- A. Instructions to Bidders specify time restrictions for submitting requests for substitutions during the bidding period. Comply with requirements specified in this section.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents.
- C. A request for substitution constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- D. Substitution Submittal Procedure:
 - 1. Submit three copies of request for substitution for consideration. Limit each request to one proposed substitution.
 - 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
 - 3. The Architect will notify Contractor in writing of decision to accept or reject request.

3.02 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Transport and handle products in accordance with manufacturer's instructions.

- C. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- D. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- E. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- F. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Prevent contact with material that may cause corrosion, discoloration, or staining.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cleaning and protection.
- D. Closeout procedures, except payment procedures.
- E. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 7419 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties and bonds.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.05 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.

5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
 - D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
 - E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
 - F. Restore work with new products in accordance with requirements of Contract Documents.
 - G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
 - H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
 - I. Patching:
 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 2. Match color, texture, and appearance.
 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle plastic coverings if possible.

3.08 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.09 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.10 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Notify Architect when work is considered ready for Substantial Completion.
- C. Submit written certification that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's review.
- D. Correct items of work listed in executed Certificates of Substantial Completion and comply with requirements for access to Owner-occupied areas.
- E. Notify Architect when work is considered finally complete.
- F. Complete items of work determined by Architect's final inspection.

3.11 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 01 6000 - Product Requirements: Waste prevention requirements related to delivery, storage, and handling.
- C. Section 01 7000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

1.03 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.

- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- M. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- N. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- O. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards.
 - c. Include weight tickets as evidence of quantity.
 - 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 7000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- B. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.02 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial completion is determined.

- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- F. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

END OF SECTION

SECTION 12 5500
MODULAR CONSOLE FURNITURE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Consoles.
- B. Enclosures.
- C. Technical Furniture.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Contract descriptions, description of alterations work, work by others, future work, occupancy conditions, use of site and premises, work sequence.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures, project meetings, progress schedules and documentation, reports, coordination.
- C. Section 01 4000 - Quality Requirements: Procedures for testing, inspection, mock-ups, reports, certificates; use of reference standards.
- D. Section 01 6000 - Product Requirements: Fundamental product requirements, substitutions and product options, delivery, storage, and handling.
- E. Section 01 7000 - Execution and Closeout Requirements: Examination, preparation, and general installation procedures; preinstallation meetings; cutting and patching; cleaning and protection; starting of systems; demonstration and instruction; closeout procedures except payment procedures; requirements for alterations work.
- F. Section 01 7419 - Construction Waste Management and Disposal.
- G. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance (O&M) data, warranties and bonds.

1.03 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2014.
- B. ANSI/HFES 100-2007, Human Factors Engineering of Computer Workstations.
- C. ANSI/BIFMA - American National Standard for Office Furnishings.
- D. ANSI A208.1 - Particleboard Standard.
- E. ANSI/BIFMA X5.5 - American National Standard for Office Furnishings-Desk Products.
- F. NEMA LD 3 - High Pressure Decorative Laminates.
- G. ADA Accessibility Guidelines for Buildings and Facilities.
- H. US Green Building Council.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Indicate casework locations, large scale plans, elevations, cross sections, rough-in and anchor placement dimensions and tolerances, clearances required. Show component dimensions, configurations, construction details, joint details, and attachments..
- D. Samples: Submit two sets of color chips representing full range of available colors and patterns, 2 x 2 inch in size, illustrating pattern and color.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than 5 years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in unopened packaging until ready for installation. under cover and elevated above grade.
- B. Accept console components on site. Inspect on arrival for damage.
- C. Store products clear of floor in manner to prevent damage.
- D. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Lifetime warranty for manufacturer manufactured products to the original owner.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Eaton Wrightline: www.wrightline.com
- B. Substitutions: See Section 01 6000 - Product Requirements.

2.02 APPLICATIONS

- A. Traffic Operations Center
- B. Design Elements:
 - 1. Modular Walls.
 - 2. Vertical Space Systems.
 - 3. Ergonomic Lifts:
 - a. Sit - to - Stand lift.
 - 4. Filing and Storage.

2.03 CONSOLE SYSTEMS

- A. General:
 - 1. Consoles shall feature a modular steel core system that provides structural integrity, cable management and access, and vertical/horizontal modularity. Provide cantilever support as required for free leg swing under stationary work surfaces.
- B. Configuration:
 - 1. See Drawings for console configuration.
- C. Cores:
 - 1. Cores shall serve as the foundation for the system. The face of the core shall include mounting points to accept stationary work surfaces or to mount brackets for adjustable surfaces.
 - 2. Design shall be open with detachable panels. The base, top, and sides shall have multiple cable ports to permit vertical and lateral cable management.
 - a. Cable ports shall be 3 to 3 1/2 inches in diameter and trimmed with plastic bushings.
 - 3. Removable Panels:
 - a. Panels shall be available in:
 - 1) Fabric, with vented steel for heat dissipation.
 - 2) Laminate with vented steel for heat dissipation.
 - 3) Tack panel with vented steel for heat dissipation.
 - 4) Steel with vent pattern for heat dissipation.
 - 4. Loads:
 - a. Comply with ANSI/BIFMA X5.5.
 - b. 1200 pounds for double sided application.

- c. 750 pounds for single sided application.
- 5. Core Widths:
 - a. 24 inches to 72 inches in 6 inch increments.
- 6. Core Depth:
 - a. 6 inches without panels.
- 7. Height
 - a. 28 inches to 30 inches with leveling guides.
- 8. Finish
 - a. Epoxy powder coated.
- D. Modular Walls:
 - 1. Modular walls provide privacy where required and support for cable management and storage access above worksurface.
 - 2. Wall Widths shall be available in 24 inches to 72 inches in 6 inch increments.
 - 3. Heights shall be available in 12 inch and 16 inch segments in a 1/2/3 capability for both heights.
 - 4. Internal Office Wall Components:
 - a. Slatwall extrusions with removable raceway covers.
 - b. Fabric covering.
 - c. Whiteboard surfaces.
 - 5. External Office Wall Components:
 - a. Acoustic fabric.
 - b. Decorative laminate.
 - c. Painted steel.
- E. End Trim:
 - 1. Provide as required to finish exposed ends of core and corresponding walls.
 - 2. Provide as needed when transitioning wall heights.
- F. Top Trim:
 - 1. Steel top trim to finish exposed top of modular wall and removable by hand. Provide in vent patten to dissipate heat.
 - 2. Widths shall be available in 24 inches to 72 inches in 6 inch increments.
- G. Connectors:
 - 1. As required for the configuration indicated on the Drawings.
- H. CPU Storage:
 - 1. Enclosed equipment module that mounts to core with ventilated sides and locking. Sized to hold up to two CPU's in same module. Left or right handed.
- I. Worksurfaces:
 - 1. Materials: wood core with particleboard that meets or exceeds ANSI A208.1-99/Grade M-2.
 - a. Decorative laminate on top and equivalent backer sheet on underside.
 - 1) Edge: Full T-mold with .6 inch radius leading edge and 0.1 inch thick vinyl extrusion secondary flat edge banding.
 - 2. Widths shall be available in 24 inches to 72 inches in 6 inch increments.
 - 3. Depths shall be available in 24 inches to 36 inches in 6 inch increments.
- J. Ergonomic Work Surface Base:
 - 1. Dual-lift: Provides independent lifting mechanisms for keyboard and monitor decks.
- K. Accessories:
 - 1. Keyboard platforms.

2.04 MATERIALS

- A. Steel:
 - 1. Fully welded design using 14 ga and 16 ga, cold rolled steel finished in epoxy powder coated paint.

2. Colors:
 - a. to be selected from manufacturers standard color selections.
- B. Extruded Aluminum:
 1. Slatwall 6063-T6 extruded aluminum, fully anodized black in color.
- C. Fabrics:
 1. Fabrics that meet or exceed ASTM E-84, Class 1 or A flammability rating.
 2. Colors: to be selected from manufacturers standard color selections.
- D. Decorative Laminates:
 1. Meet or exceed performance standards per ANSI/NEMA publication LD3-2005 and comply with US Federal Specification L-P 508H and National Sanitation Foundation Number 35 Specification.

2.05 FABRICATION

- A. Fabricate casework, assembled and welded.
- B. Fabricate corners and joints without gaps or inaccessible spaces or areas where dirt or moisture could accumulate.
- C. Fabricate components, drawers, doors, shelves, counters, and similar elements of die formed sheet steel. Form each rigid, not dependent on building structure or adjacent units for rigidity.
- D. Form edges and seams smooth. Form material for counter tops, facing, shelves, and similar elements from continuous sheets.
- E. Cut and drill counter tops, backs, and other components for service fittings and outlets.
- F. Install fixtures and fittings built into part of casework. Provide access panels for maintenance of utility service and mechanical and electrical components.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Conditions: Verify that support, framing and anchors are adequate.
- B. Verify substrate is ready for installation. If not prepared notify Designer before proceeding.

3.02 PREPARATION

- A. Surface Preparation:
 1. Clean surfaces thoroughly prior to installation.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Close ends of units, aprons, shelves and bases.

3.04 CLEANING

- A. Clean and remove protective covering from finished surfaces. Polish glass, plastic, hardware, accessories, fixtures, and fittings.
- B. See Section 01 7419 - Construction Waste Management and Disposal, for additional requirements.

3.05 PROTECTION

- A. Protect installed products until completion of project from subsequent construction operations.

END OF SECTION



Iowa Department of Transportation

PROPOSAL GUARANTY / BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Contractor's/Bidder's Name)

_____ of _____
(City,State)

as principal, and the _____
(Surety)

of _____ as Surety, are held and firmly bound unto the Iowa Department of
(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County _____

Bid Order # _____
(not required by Purchasing Section)

Type of Work _____

Date of Letting _____, 20 _____.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this _____ day of _____, 20 _____.

Principal
(Contractor's/Bidder's Name)

By _____
Contractor's/Bidder's Signature

Address

Surety

By _____
Authorized Surety Representative