

CLINTON COUNTY SECONDARY ROAD DEPARTMENT
DELMAR SHED PROJECT
PLANS AND SPECIFICATIONS

Table of Contents:

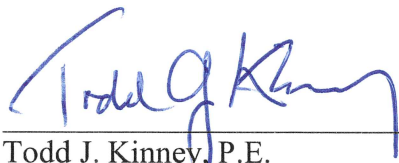
ITEM	PAGES
Certification page	1
Notice to Bidders	1
Instructions to Bidders	5
Bid Proposal	2
Bid Bond	2
Contract Agreement	1
Performance Bond	2
General Conditions	2
General Specifications	18
Special Conditions	1
Plans	A1-A9

SPECIFICATIONS FOR:

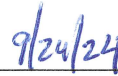
CLINTON COUNTY SECONDARY ROAD DEPARTMENT
DELMAR SHED PROJECT – UNIT 3
SEPTEMBER 2024
LOTS 10, 11 AND 11, BLOCK 5 OF S.L. SUNDERLIN'S ADDITION
DELMAR, IOWA 52037

PREPARED BY
OFFICE OF THE CLINTON COUNTY ENGINEER
CLINTON, IOWA

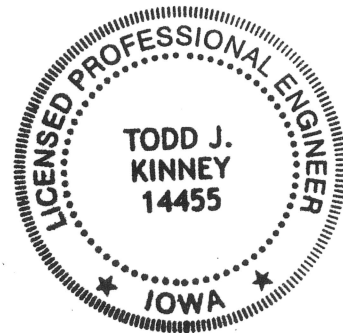
I hereby certify that this specification was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Iowa.



Todd J. Kinney, P.E.
Certification No. 14455



Date



NOTICE TO BIDDERS

Sealed proposals will be received at the Clinton County Engineer's Office located in the Administration Building, 1900 North Third Street, Clinton, Iowa, until 10:00 A.M., (C.S.T.) on October 15, 2024, for the construction of a heated equipment storage facility (104 feet long by 45 feet wide by 16 feet tall), located at Lots 10, 11 and 12 of Block 5 in F.L. Sunderlin's Addition, Clinton Avenue, Delmar, IA 52037 as shown on the plans now on file in the office of the County Engineer. Proposals will be acted upon by the Clinton County Board of Supervisors at a meeting to be held at the Clinton County Administration Building, Clinton, Iowa, on October 21, 2024, or at such later time and place as may then be fixed.

Bids will be received for the furnishing of all materials, labor, and equipment to demolish the existing structure and construct a new equipment storage facility in accordance with the plans and specifications.

Proposals, specifications, and plans may be obtained from the Clinton County Engineer's Office, located in the County Administration Building in Clinton, Iowa.

Each bid shall be accompanied by a bid bond in the amount of 5% of the bid amount made payable to the Clinton County Engineer, as liquidated damages in the event the successful bidder fails to enter into a contract within thirty (30) calendar days.

Completion Date: June 30, 2025

Liquidated damages of \$100.00 per each calendar day elapsing after the expiration of the contract period.

INSTRUCTION TO BIDDERS

Project: Clinton County Secondary Road Department Delmar Shed Project

1. QUALIFICATIONS:

General Contractor – Shall be regularly engaged in the construction of commercial and residential wood frame buildings. General contractor shall have been active in the building construction trade for the last five years.

Sub-contractors – Shall be well versed in their field and have been actively working in this area for the last three years.

2. EXAMINATION:

- a. Bidders shall inform themselves of the content and meaning of the Bidding Requirements, Contract Forms, and Conditions of the Contract, Specifications, Drawings, and all Addenda. The contractor shall be knowledgeable of all applicable portions of governing local and/or State Building Codes, which relate to work. Requirements specified in the codes shall be followed in the same manner as if noted in the contract documents. Where the requirements of the codes and the specifications differ the more stringent shall govern.
- b. Each Bidder shall visit the site and be responsible for becoming familiar with conditions affecting the construction before submitting the bid. Examine facilities for the delivering, storing, placing and handling of materials and equipment. Also, any other obstacle, conditions, or relevant matter concerning the work to be performed.
- c. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which the bidder might have informed prior to submitting their bid.

3. INTERPRETATIONS:

- a. Should a bidder find discrepancies, ambiguities, or omissions in the documents, should a bidder find work shown but not specified or specified but not shown, or should a bidder be in doubt as to any meaning, the bidder shall immediately notify the Owner at least five (5) days before the close of bidding. Prompt clarifications will be immediately supplied to bidders of record by addendum.
- b. Failure to request clarifications will not relieve the Contractor of their responsibilities to perform the work in accord with the intent of the

documents. The signing of the contract will be considered as implicitly denoting that the Contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

- c. The Owner will not be responsible for oral instructions of interpretations given before the award of the contract.

4. SUBSTITUTIONS:

The intent of naming brand names is for establishing a standard of quality only; other products of equal or better quality may be approved upon the presentation of product specifications.

5. BIDDING REQUIREMENTS:

Each bidder shall submit a fully completed proposal; along with any product specification bidder would like to substitute. Substitute products/ materials will not be evaluated for approval until after contract award.

6. FORM OF PROPOSAL:

- a. Use the form of proposal provided and fill in all blanks. Extra proposal form has been inserted in the specifications for the bidders use.
- b. All information listed under bidding requirements shall be attached to the back of each proposal.

7. REQUIREMENT FOR SIGNING BIDS:

- a. All bids shall be signed by the proper authority or bid will be rejected.
- b. If bid is made by a corporation its' seal shall be affixed thereto, and the proper authority of responsibility shall sign said proposal.
- c. If bid is submitted by a partnership, all names shall be affixed and signed.

8. BID SECURITY:

- a. Each proposal must be accompanied by a satisfactory bid bond, payable to the Clinton County Secondary Road Department (in separate envelope from bid proposal labeled "Bid Security"), executed by the bidder and a surety company licensed to do business in the State of Iowa, in the amount of 5% of the bid amount.
- b. Bid security will be in effect for thirty (30) days after bid opening.

9. SUBMISSION OF PROPOSALS:

- a. Bids will be received by the Clinton County Engineer's Office until 10:00 A.M., (C.S.T.), October 15, 2024.
- b. Proposal submitted after this time will not be considered. Bidder certifies that if they have not inspected the site and conditions of the work, they waive all right to plead any misunderstanding regarding the work required or conditions peculiar to the same.
- c. Bidder's submission of proposal shall have all the required documents attached before submittal to the County, or bid will be rejected.

10. MODIFICATION AND WITHDRAWAL OF BIDS:

- a. Bidders may withdraw their bids at any time before bid closing. Bidders may modify such bids and re-submit them, or may submit new bids, so long as the requirements for submittal of bids are met.
- b. No bids may be withdrawn after bids have been read until thirty (30) days have elapsed or the Contract Authority has a signed contract.

11. OPENING OF PROPOSALS:

- a. Bids will be opened and read with digital notice of bids results sent out to bidders. Said bids will be acted upon at that time or at such subsequent time as the Owner may decide.
- b. Due to the complexity of this work and financial constraints, the Owner reserves the right to reject any or all bids or waive any irregularities or defect in any bid.
- c. All bids shall be held open for thirty (30) days after the bid opening as set forth above.

12. AWARD OF CONTRACT:

- a. Before the award of any contract the Owner shall be satisfied that the bidder involved (a) maintains permanent place of business, (b) has adequate equipment to do the work properly and expeditiously, (c) has a suitable financial status to meet obligations incidental to the work, (d) has appropriate technical experience.
- b. Simultaneously with the delivery of the executed contract, the Contractor shall furnish a surety bond, "Performance Bond". The penal sum shall be equal to 100% of the contract sum. The surety company on such bond(s) shall be duly authorized to do business in the State of Iowa.

- c. By virtue of the statutory authority, a preference will be given to products and provisions grown and coal products produced within the State of Iowa.

13. FORM OF CONTRACT:

- a. The Project is a one-contract project with general construction open to qualified bidders. Other contractors will be subcontractors to the general contractor.
- b. If the Bidder be notified of the acceptance of their proposal, they agree to execute a contract for the work within (30) days after being notified for the stated compensation in the form specified in this document.

14. APPROVAL OF MATERIALS:

- a. All materials, other than those specified must be approved by the Owner in writing prior to their use in the Project. Bids shall be based on product/material specified.

15. WARRANTY AND GUARANTEE:

- a. All workmanship and materials shall be guaranteed for a period of one year from the date of final acceptance unless specified otherwise for a longer period of time on specific items. The contractor shall be responsible for replacing or repairing their own defective work, as well as pay all costs incidental thereto, including damage to other work, furnishings, and equipment.

16. INSURANCE:

- 1. Each contractor shall provide and maintain insurance throughout the construction period in the following minimum amounts:
 - a. Workers' compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - b. Public liability and property damage liability insurance covering all operations under the contract; limits for bodily injury or death not less than \$500,000 for one person and \$500,000 for each accident; for property damage not less than \$250,000 for each accident or \$500,000 combined single limit (CSL).
 - c. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether their owned, non-owned, or hired; public liability limits of not less than \$250,000 for one

person and \$500,000 for each accident; property damage limits of \$250,000 for each accident, or \$500,000 combined single limit (CSL).

- d. Each contractor shall furnish certificate of insurance to the Owner showing compliance with the foregoing requirements.
- e. Contractors shall supply insurance to cover the building construction until final acceptance of the project by Clinton County.

BID PROPOSAL

FOR: Clinton County Secondary Road Department Delmar Shed Project

LOCATION: Lots 10, 11 and 12, Block 5 of F.L. Sunderlin’s Addition, Clinton Avenue, Delmar, Iowa 52037

BIDDING WILL CLOSE: 10:00 A.M. (C.S.T.) on October 15, 2024

TO: Clinton County Engineer’s Office
% Todd Kinney
Clinton County Administration Building
1900 North 3rd Street
Clinton, Iowa 52732

Proposal of _____
Name of Individual, Partnership, or Corporation

Of _____
Street City State Zip

The bidder hereby certifies that they are the only persons interested in this proposal as principals; have carefully examined the Drawings, Specifications, and the other Contract Documents for the construction of the office and storage facility. Having carefully examined the site of work and having become familiar with all local conditions, does hereby propose to furnish all labor, mechanics, superintendence, tools, materials, equipment, and transportation and storage services necessary to perform and complete said work, and work incidental thereto, in workmanlike manner, as described in said Drawings-Specifications, and other Contract Documents, for the bid price set forth below.

We further propose: To execute the “proposed” contract and furnish a satisfactory Performance Bond within thirty (30) days of award or forfeit the proposal guarantee furnished herewith. To do all “Extra Work” which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work.

Required Project Completion date: June 30, 2025, or to pay the liquidated damages of \$100.00 per each calendar day elapsing after the expiration of the contract completion date.

Proposal:

Construction of 104 feet long by 45 feet wide by 16 feet tall clear span heated building. Including plumbing, concrete floor with sump, electrical, insulation, lighting, overhead doors, HVAC and water and sewer service connections with all specified systems in accordance with the plans and specifications.

Lump Sum Bid _____

We acknowledge receipt of the following addenda:

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Addendum # _____ Dated _____

Signature of Authorized Agent
(If joint venture, each should sign)

Signed _____

BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):
Clinton County Secondary Road Department
1900 N 3rd Street
Clinton, Iowa, 52732

BID
Bid Due Date: October 15, 2024 (10:00AM)
Project (Brief Description Including Location): Delmar Shed Project- Unit 3

BOND
Bond Number: _____
Date (Not later than Bid due date): _____
Penal sum _____ (Words) _____ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER	SURETY
(Seal	(Seal)
) _____ Bidder's Name and Corporate Seal	_____ Surety's Name and Corporate Seal
By: _____ Signature and Title	By: _____ Signature and Title (Attach Power of Attorney)
Attest: _____ Signature and Title	Attest: _____ Signature and Title

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CONTRACT

Kind of Work Construction of heated storage shed Miles NA

Project No. DELMAR SHED- UNIT 3 County CLINTON

THIS AGREEMENT made and entered by and between CLINTON County, Iowa, by its Board of Supervisors

Consisting of the following members JIM IRWIN, ERIN GEORGE AND DAN SRP Contracting Authority, and

_____ of _____ Contractor

WITNESSETH: That the Contractor, for and in consideration of **\$000000.00** payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Description	Quantity	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
1	Construction of 104 feet long by 45 feet wide by 16 feet tall clear span heated building. Including plumbing, concrete floor with sump, electrical, insulation, lighting, overhead doors, HVAC and water and sewer service connections.	1 LS	xxx,xxx	xxxx		00
Total Bid =						00

Said specifications, general conditions, instruction to bidders, plans and quote proposal are hereby made a part of and the basis of this agreement and a true copy of said documents are now on file in the office of the County Engineer under the date of SEPTEMBER 2024. That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the plans, specifications and general conditions the amounts set forth subject to the general conditions as set forth in the bidding documents. That it is mutually understood and agreed by the parties hereto that the bid security, performance bond, instructions to bidder, general conditions, notice to bidders, proposal, plans and specifications for the DELMAR Shed-Unit 3 Project in Clinton County, Iowa, constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Project No.	Amount of Proposal Guaranty	Completion Date	Liquidated Damages Per Day
DELMAR SHED UNIT 3	5% OF BID AMOUNT	Completion Date JUNE 30, 2025	\$100.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the Courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder. IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and two other instruments of like tenor, as of the _____ of _____

Approved:

By Clinton County, Iowa
Contracting Authority

By _____
Contractor

By _____
Chairperson, County Board of Supervisors

By _____

Date _____

Date _____

Project Description Construction of a new 104 feet by 45 feet insulated, heated wood frame building with steel sheeting, concrete floor and footing walls and power overhead doors

Project No. DELMAR SHED - Unit 3 City/County CLINTON

The Clinton County Secondary Road Department, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all "bidders" that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit "bids" in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award." Clinton County assures that no person shall, on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

- 49 C.F.R. Part 21 (entitled Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

be excluded from or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity Conducted on or behalf of Clinton County. Clinton County further assures every effort will be made to ensure nondiscrimination in all of its committees, programs, and activities, regardless of the funding source.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Clinton County Secondary Road Department
1900 N 3rd Street
Clinton, Iowa, 52732

CONTRACT

Date:

Amount:

Description (Name and Location): Delmar Shed Project – Unit 3

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest:

Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By:

Signature and Title

(Attach Power of Attorney)

Attest:

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

GENERAL CONDITIONS

Owner

Owner shall mean Clinton County, Iowa, made up of its Board Members.

Engineer

Engineer shall mean the Engineer or designated representative working for the Owner.

Bidder or Contractor

Contractor shall mean the person, firm or corporation entering into written agreement with the Owner.

Sub-Contractor

The contractor shall submit all sub-contractors' names to the Owner for approval. A sub-contractor shall not commence work until they have been approved in writing by the Owner. This approval shall not relieve the contractor of their responsibility for the satisfactory completion of all work as specified.

Protection of Work

A contractor shall be responsible for any damage caused to other work due to negligence or lack of precaution on the part of the contractor's workers. Damaged work shall be repaired to meet all specifications for that part of the work at the contractor's expense. Contractor shall insure building while under construction.

Protection of Public and County Employees

The contractor shall erect and maintain barricades, guards, lights and warning signs to the extent required for protection of the public and county employees.

Clean-Up

The contractor shall be responsible for the removal of all debris caused by the progress of their work and shall dispose of the same in a responsible manner. Contractor shall provide their own dumpsters for debris collection and disposal. All existing building materials shall be disposed of by the contractor off site at their own expense.

Occupational Safety & Health Act

Each contractor is responsible for their own work. Nothing herein specified, or shown on the drawings to the contrary, shall relieve the contractor of any obligation concerning

conformance to current requirements of the Occupational Safety & Health Act as it pertains to this project.

Site Use

Clinton County shall have full use of the Delmar shed yard during construction. Contractor's use of the site for material and equipment storage shall be subject to approval by the County Engineer.

Codes and Regulations

All work shall be in accordance with the latest requirements of city, county, and/or state Building Codes. The specifications herein shall be supplemented by the plan notes and all appropriate building codes which relate to work to be performed. Requirements specified in the codes shall be followed in the same manner as if noted in these plans and specifications. Where the requirements of these specifications differ the more stringent shall govern. The following codes shall be adopted by reference:

The Uniform Building Code and appendices, latest edition, the Uniform Building Code standards, as published by the International Conference of Building Officials.

The National Electric Code, latest edition.

The Uniform Mechanical Code, latest edition, as published by the International Association of Plumbing and Mechanical Officials.

The Uniform Plumbing Code, latest edition, as published by the International Association of Plumbing and Mechanical Officials.

The Model Energy Code, latest edition, as published by the Council of American Building Officials.

Contractor Payment

Contractor shall submit requests for payment not more than once every 30 days. The County will review the request and verify work completed and materials delivered onsite. Payment will be issued after approval of the work submitted. Payment amount will be reduced by a 5% retainage amount. A maximum of 50% of the awarded contract amount will be paid before June 30, 2025. The remaining balance will be paid after July 1, 2025, not more than (30) days after substantial completion of the project per the plans and specification requirements.

Taxes

Clinton County will issue a tax exemption waiver to the successful bidder for purchasing materials to be used exclusively on this project.

ARTICLE 1
GENERAL SPECIFICATIONS

1.1 SCOPE OF WORK

1.1.1 The work shall include, but not necessarily be limited to the following: Site work, Concrete, Masonry, Structural Steel, Roof Joists or trusses, Rough and Finish Carpentry, Insulation, Waterproofing, Sealants, Doors, Windows, Finish Hardware, Gypsum Board, Sheet Vinyl, Plywood, Painting, Toilet Accessories, Miscellaneous Specialties, Plumbing, Heating, and Electrical work.

1.1.2 Specification – Cover design, material, fabrication and construction of a weather-tight wood frame, clear span building, including footings, floors, and interior partition and bearing walls. Also cover furnishing and placing electrical, heating, plumbing, and venting in the completed building.

1.1.3 The Contract Authority shall set stakes giving the location of the building corners and finished floor elevation. All other intermediate staking shall be completed by the Contractor.

1.1.4 The contractor shall be responsible for all assignment and coordination of work with the sub-contractors.

1.2 OSHA

1.2.1 All work under this contract will be in accordance with OSHA requirements. Any violations will be the individual contractor's responsibilities.

1.3 CLEAN UP AND DISPOSAL

1.3.1 Each contractor shall be responsible for clean up of all waste materials, etc. caused by their operations. Contractor shall supply their own onsite dumpster for waste disposal.

1.3.2 Frequently remove dirt, debris, waste, nails, screws and rubbish to a lawful disposal area and do not allow to accumulate.

1.4 SUBMITTALS

1.4.1 Shop Drawings: Submit shop drawings as required in the various sections of these Specifications, as called for on drawings or requested by the Owner or local building officials.

1.4.2 On Contractor's letterhead, submit proposed substitutions to Owner prior to placing order. List proposed items, amount, cost variation, shop drawings, samples, literature and other information that may be requested by Owner. (Use or rejection of the substitutions does not relieve the contractor from compliance with Contract Documents).

1.4.3 Submit shop drawings and/or brochures for the following:

- A. Building structural components (trusses, columns, walls) to be Certified by Professional Engineer
- B. Doors
- C. Finish Hardware
- D. Toilet and Accessories
- E. Plumbing Fixtures
- F. AC/Heating Unit (mini split) and radiant heaters
- G. Light Fixtures
- H. Electrical Panels
- I. Other requirements in other sections
- J. Floor covering samples

1.4.4 No work not covered by the specifications herein shall be done without written authorization by the Owner and a lump sum price has been agreed to prior to work commencing.

1.4.5 Substitutions shall be submitted two weeks prior to schedule of work.

1.5 QUALITY CONTROL

1.5.1 All Workmanship and finish must be first class in every particular and strictly in accordance with the approved drawings.

1.5.2 Before commencing with the work, the contractor shall verify measurements at the building site and notify the owner of any differences that may exist between actual dimensions and those indicated on the drawings.

1.5.3 Preparatory work: The contractor shall be responsible for inspection and accepting all areas to receive work specified in each respective division as to proper job conditions and coordination of work with other trades.

1.5.4 Should any discrepancy occur between drawings or specifications, or a conflict occurs, the contractor must notify the owner for a clarification prior to continuing with the work. If the contractor proceeds with the work without requesting the proper interpretations and/or specification, they may be required to remove and replace such work at their own expense.

1.6 INSPECTION OF WORK

1.6.1 The owner shall have the power to reject any materials or workmanship which they may deem defective, and such rejected materials or workmanship may be replaced by materials and workmanship of good quality to the satisfaction of the owner. All materials so rejected shall forthwith be removed from the site of the works within twenty-four (24) hours.

1.6.2 The contractor shall notify the owner twenty-four (24) hours in advance of completion of substantial work items for inspection of work by owner.

1.7 GUARANTEE

1.7.1 All workmanship and materials shall be guaranteed for a period of one year from the date of final acceptance unless specified otherwise for a longer period of time on specific items. The contractor shall be responsible for replacing or repairing their own defective work, as well as pay all costs incidental thereto, including damage to other work, furnishings or equipment.

1.7.2 Submit required written warranties and/or guarantees on the Contractor's, Subcontractor's, Sub-subcontractor's, material supplier's, or manufacturer's own letterhead addressed to Owner. Said warranties and guarantees are in addition to various required manufacturer's standard warranty, guarantee, or certifications. Submit warranties and guarantees in duplicate, and in the following form modified as approved to suit the conditions pertaining to the warranty or guarantee:

WARRANTY AND/OR GUARANTEE

WORK PERFORMED FOR _____

We, the undersigned, hereby warrant and/or guarantee that the _____

_____ work which we have furnished and/or installed for the following project:

Project Title: Delmar Shed
Project Location/Address, City and State: Lots 10, 11 and 12, Block 5 of F.L. Sunderlin's Addition, Clinton Avenue, Delmar, IA 52037
Project Owner: Clinton County Secondary Road Department

Is in accordance with the Contract Documents for the above-named project and that said Work as installed will fulfill or exceed all of the Warranty or Guarantee requirements included in same. We hereby agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced or damaged by so doing, that may prove to be defective in its workmanship, material, or operation within a period of one (1) year from the date of final acceptance of the project by the Owner or from the date of Certificate of Completion, whichever is the earlier, ordinary wear and tear and unusual abuse or neglect expected.

In the event of our failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the Owner, after being notified in writing, we, the undersigned collectively and separately do hereby authorize the Owner to proceed to have said defects repaired and/or replaced and made good, and to refund to the Owner upon demand all moneys that the Owner may be compelled to pay in discharging said work, including all collection costs and reasonable attorney fees.

Date: _____
(Subcontractor, sub-subcontractor, Manufacturer or Supplier)

By _____

Title _____

State License No. _____

Date: _____
(Contractor)

By _____

Title _____

State License No. _____

Local Representative to be contacted for maintenance, repair and/or replacement service:

Name _____

Address _____

Phone Number _____

- 1.7.3 Collect and assemble all warranties and/or guarantees in a bound booklet form and submit to the owner.
- 1.8 METHOD OF PAYMENT
 - 1.8.1 Estimates: Contractor may request partial payment on completed work. The Owner will determine the percent of work completed and pay 95% of this amount.
 - 1.8.2 Final payment: Upon completion and acceptance of work, sales tax statement, and submittal of all required product documentation and guarantees, the Owner shall pay the contractor the full amount of the contract less 5% retainage. The 5% retained shall be paid within thirty days of final acceptance, if no claims have been filed against the contractor or products placed in the structure.

ARTICLE 2 SITE WORK

- 2.1 GENERAL
 - 2.1.1 This section includes, but is not limited to, demolition, clearing, site preparation, excavation, backfill, compaction, finish grading, black dirt fill and finish grading for all paved areas, yards, etc. The County will rough grade site to within 0.2 feet of finish grade.
 - 2.1.2 Earthwork contractor to be responsible for location of existing and protection of all utilities. (All utilities may not be shown on site plan.)
 - 2.1.3 Provide and install 4 feet orange plastic fence & posts around entire building site immediately after excavation. Leave standing until all backfilling has been completed.
- 2.2 EXCAVATION
 - 2.2.1 Contractor shall excavate for the building floors and foundations to the elevations shown on plans.
 - 2.2.2 Stockpile topsoil in location as approved by the Owner.
 - 2.2.5 Contractor shall backfill elevations shown on plans and shall meet all compaction requirements stated herein.

2.3 GRADING

2.3.1 Site grading shall be completed so that surface water drains away from the Building.

2.4 BACKFILLING

2.4.1 Compact all sub grades under all paved areas.

2.4.2 Bring finish grade accurately to the lines and levels shown on the grading plan; slope uniformly.

2.4.3 Finish grade shall be even and uniform free from ruts, large clods, packed areas and debris.

2.6 CLEANING

2.6.1 Remove debris and excess materials from project site.

ARTICLE 3 CONCRETE – FLATWORK

3.1 CRANE

3.1.1 Concrete contractor to provide all equipment necessary to complete this work.

3.2 STEEL REINFORCING

3.2.1 Reinforcing in floor slab to be #5's each way on 24" centers

3.2.2 Tie wire shall be 16 ga. Annealed steel wire

3.2.3 Provide anchors, dowels, spacers, chairs, and other devices for supporting and fastening the reinforcing.

3.3 CAST-IN-PLACE CONCRETE

3.3.1 Concrete floor shall be of thickness as shown on plans and have a 28-day compressive strength of 4000 psi.

3.3.2 Water shall be clean and potable.

3.3.3 Provide a diagram of slab saw cuts to assure controlled cracking. Saw cut slabs according to County approved, contractor proposed plan. Smooth surface finish to concrete floor.

3.3.4 Provide curing compound on all exterior concrete.

3.4 PROTECTION

3.4.1 Contractor shall protect all work for 7 days after placement of concrete.

3.4.2 Apply Concrete Sealer per General Specification on Sheet A2.

3.4.5 BACKFILLING

3.5.1 All areas under flatwork shall be filled with clean crushed limestone and gravel and compacted. Exterior backfill: County shall supply crushed stone backfill onsite.

3.6 INSPECTION

3.6.1 The Owner's representative shall inspect all reinforcing steel in slabs after it has been positioned and before concrete is poured around it. Notify the Owner in a timely manner so that inspection of the steel will be in sequence with the construction schedule.

ARTICLE 4 CONCRETE FOUNDATION

4.1 CRANE

4.1.1 Concrete contractor to provide all crane necessary to complete this work.

4.2 STEEL REINFORCING

4.2.1 Reinforcing bars shall be deformed steel meeting ASTM standards for grade 60 steel. Dowels and similar reinforcing requiring bending may be of grade 60 steel.

4.2.2 Tie wire shall be 16 ga. annealed steel wire.

4.2.3 Provide anchors, dowels, spacers, chairs, and other devices for supporting and fastening the reinforcement.

4.3 CAST-IN-PLACE CONCRETE

4.3.1 Concrete shall have a 28-day compressive strength of 4000 psi.

4.3.2 Water shall be clean and potable.

4.4 EXCAVATION

4.4.1 Contractor shall excavate for all foundation walls and footing to elevations shown on plans. Remove any excess soil not needed to bring site to finish grade.

4.5 INSPECTION

4.5.1 The Owner's representative and the City inspector shall inspect all reinforcing steel in footings, pads & walls after it has been positioned and before concrete is poured around it. Notify the Owner in a timely manner so that inspection of steel will be in sequence with the construction schedule.

ARTICLE 5 CARPENTRY

5.1 GENERAL

5.1.1 The Contractor shall be responsible for all notices to the Owner so that the work may be inspected before covering. The Contractor shall furnish the Owner with certificates of inspection.

5.1.2 It is the intent of this specification and of the plans to provide complete installations. It shall be the contractor's responsibility to furnish all carpentry materials and labor to complete the contract within the intent of these plans and specifications even though each and every item necessary is not specifically mentioned or shown.

5.1.3 Workmanship shall be in all respects of the highest quality, and all construction shall be done according to the best practice of the trade. All systems shall be made complete and operational in first class working order.

5.2 CRANE

5.2.1 Carpenter contractor to provide all crane necessary to complete the work.

5.3 ROUGH CARPENTRY

5.3.1 Install all walls, floor, and roof framing, stairs, misc. brackets in walls, windows, exterior door sheathing, roof steel, interior soffits and exterior metal soffit and fascia caulking, gutter and downspout, etc.

5.3.2 Studs in walls shall be spaced at a maximum of 16" o.c.

5.3.3 Receive, inspect and store all material.

- 5.3.4 Framing lumber, timber and other rough work shall be properly framed, closely fitted, accurately set to required lines and levels. Special framing or construction not explicitly shown or specified shall be provided as required to complete work. Structural members shall provide full contact at all bearing surfaces.
- 5.3.5 Rough carpentry necessary for the installation of work of another contractor shall be carefully coordinated. Such work shall be cut, installed and/or altered to accommodate work of those contractors's.
- 5.3.6 Install nailing strips, furring, bridging and blocking as necessary.
- 5.3.7 Provide all protective barricades, barriers and all temporary scaffolding, shoring and bracing as required for safe completion of the work.
- 5.3.8 Exterior finish: Milled from the materials specified and erected in strict conformity with the details indicated on the drawings. Keep all work plumb and square to as to receive adjoining work: Nailing shall be blind where possible and where face nailing is used, face nails set for putty stopping. Members meeting at right angles cut and fitted as detailed on the drawings to a hairline joint securely nailed.

5.4 FINISH CARPENTRY

- 5.4.1 Install all trim materials, doors, hardware, shelving, shelving brackets, skirts, and rails, cabinets, and counter tops, etc., in accordance with drawings.
- 5.4.2 Edges free of saw cut marks or defacements of any kind, joints accurately and neatly made and fitted tight. End grain concealed as much as possible.

Trim securely fastened to finish and rough jambs and grounds. Set trim straight, plumb or level in perfect alignment and closely fitted. Make tight joints in an approved manner to conceal shrinkage. Trim secured with glue.

- 5.4.3 Verify dimensions shown on drawings by taking field measurements: proper fit and attachments of parts is required.
- 5.4.4 Coordinate with other trades as required to complete work. Inspect adjoining work and compare measurements prior to securing materials to adjacent work.

ARTICLE 6
INSULATION

6.1 BUILDING INSULATION

- 6.1.1 Insulation above ceiling – R-49 14” Blown Cellulose.
- 6.1.2 Exterior wall insulation: 6” fiberglass batt, R-19.
- 6.1.3 Sound insulation: 3-1/2” fiberglass batt, R-11, all interior first floor walls.
- 6.1.4 Above sill plate: 6” fiberglass batt, R-19.
- 6.1.5 PCC slab insulation R10 or better.

ARTICLE 8
DRYWALL

8.1 DRYWALL

- 8.1.1 Provide and install all drywall as shown on plans.
- 8.1.2 Provide W/R Board in restrooms
- 8.1.3 Provide and install draft stop in roof trusses per code requirements.
- 8.1.4 Provide and install plastic vapor barrier on exterior walls.
- 8.1.5 Apply orange peel textures on all walls and ceilings.
- 8.1.6 Finish ceiling with one (1) prime coat and one (1) finish coats of paint as per paint and finish specifications.

ARTICLE 9
PAINTING

9.1 PAINTING & FINISHING

- 9.1.1 All paints and primer shall be Sherwin Williams All Surface Enamel, Promar 400, or approved equal. Color will be white.

- 9.1.2 Paint (1 prime coat/1 finish coats) to all walls, wood shelving and closets and ceilings (two separate applications of paint).
- 9.2 WORKMANSHIP
 - 9.2.1 All coats to metal are in addition to previously applied shop coats.
 - 9.2.2 All surfaces must be free of dust, grease, rust, etc. before proceeding with work.
 - 9.2.3 Nail holes and imperfections shall be neatly puttied after first coat and sanded smooth before application of the second coat.
 - 9.2.4 Defects in shop priming coats, welds, rivets, spacers, bolts, and as required shall be spot primed in the field and painted with ferrous metal and steel primer rust control.

ARTICLE 10 PLUMBING

10.1 GENERAL PROVISIONS

- 10.1.1. The Contractor shall obtain all permits, if required, for their work under the contract, and shall pay all expenses in connection therewith. They shall be responsible for all notices to the inspection authorities and to the Owner or Owner's representative so that the work may be inspected before covering.
- 10.1.2 All permit fees; temporary service, inspections fees and other requirements shall be paid and completed by the plumbing Contractor. Evidence of completion will be apparent prior to final acceptance of work. All certificates shall be forwarded to Owner.
- 10.1.3 The Contractor shall provide a guarantee on all work and equipment. The guarantee shall be effective for a period of one year from date of completion and acceptance. The Contractor shall correct, repair or replace defective materials or equipment, or the result of defective workmanship without additional expense to the Owner. The Contractor shall deliver to the Owner or Owner's representative, in writing, the guarantee prior to application for final payment.

10.2 CODES AND STANDARDS

- 10.2.1. The work shall be in accordance with the latest requirement of the city, county, and/or State Board of Health and local Plumbing Building and Gas Codes.

10.2.2 Submit manufacturer's brochures on plumbing fixtures to owner for approval.

10.2.3 Instruction: Furnish Owner a bound copy of all applicable operating or maintenance instructions, literature and information pertaining to the equipment.

10.3 WORKMANSHIP

10.3.1 It is the intent of this specification and of the plans to provide complete installations. It shall be the contractor's responsibility to furnish all items of materials and labor and all other items to complete the contract within the intent of these plans and specifications even though each and every item necessary is not specifically mentioned or shown.

10.3.2 Workmanship shall be in all respects of the highest quality, and all construction shall be done according to the best practice of the trade. All systems shall be made complete and operational in first class working order.

10.4 WATER SYSTEMS

10.4.1 Install a new water system complete with water cut-off valve.

10.4.2 Piping shall be installed with a grade for drainage toward main supply risers and to fixture connections to allow complete drainage of the system.

10.4.3 Sterilize the water system after modifications and extensions using HTH solution in accordance with requirements of the local health department.

10.4.4 At each fixture faucet provide a stop valve in each supply.

10.4.5 Conduct a pressure test of the system.

10.4.6 No piping in exterior walls.

10.4.7 Provide and install water heater per plans.

10.4.9 Provide and install discharge piping as per plans.

10.5 SANITARY SYSTEMS

10.5.1 Furnish and install a complete sanitary system of soil, wastes and vent piping for all fixtures, drains, equipment discharges shown on the drawings. Sanitary sewer outside of building shall be 4" to a point 10 feet beyond west wall.

10.5.2 Plumbing contractor shall do all excavating and backfilling necessary for the installation of their work.

10.5.3 Provide cleanouts at foot of each stack, at each change of direction of horizontal lines and in horizontal runs at 50-foot intervals.

10.5.4 Unless otherwise noted, all sanitary system soil, wastes, and vent piping below ground shall be asphaltum coated service weight cast iron soil pipe fittings. Joints shall be made with "Ty-Seal", or equal, neoprene gaskets. At the contractor's options, and where allowed by local code, the above ground sanitary system may be constructed of PVC piping (DWV Grade) and "drainage waste" fittings. Install the system in accordance with the local code.

10.6 FIXTURE SCHEDULE

10.6.1 Provide and install fixtures per Mechanical Schedule.

10.6.2 Provide gas piping with valve for hot water heater.

10.7 GAS SYSTEM

10.7.1 Connect gas line to natural gas main and meter/regulator.

10.7.2 Gas piping shall be standard weight black steel pipe. Exterior piping to be galvanized. Fittings shall be standard weight malleable iron with screw fittings. Screw joints shall be made with an approved thread compound.

10.7.3 All equipment shall be preceded by a manual shut off.

10.7.4 Conduct a pressure test of the entire system after the modifications and extensions are made.

10.8 TOILET ACCESSORIES AND GRAB BARS

10.8.1 Provide and install handicap grab bars according to ADA requirements.

10.8.2 Provide and install tissue holder and paper towel holder in restroom, using Bobrick or approved equal.

10.9 SPECIAL

10.9.1 Provide any concrete core drilling that is required. It is the Plumbing Contractor's responsibility to provide and install any sleeves in concrete walls for piping. Coordinate with concrete contractor.

- 10.9.2 Waste and vent piping shall be tested on completion of the rough work before fixtures and traps are connected. All openings, except highest vents are to be plugged and the system completely filled with water. System shall stand without leak or loss of water for a period of not less than four hours. The Owner shall witness this test. Notify the Owner 48 hours before the test is conducted.
- 10.9.3 All water piping shall be pressurized hydraulically at 150 psi and this pressure shall be held without loss for at least one hour. The Owner shall witness this test. Gas piping shall be tested with air pressure by mercury gauge to a pressure equal to 18" mercury column for a period of not less than four hours. Pressure shall be held during this period without loss. The Owner shall witness this test. Test all joints during this test. Protect items which may be damaged by this pressure.

ARTICLE 12 HEATING AND AIR CONDITIONING

12.1 GENERAL PROVISIONS

- 12.1.1 All permit fees, inspection fees and other requirements shall be paid and completed by the HVAC Contractor. Evidence of completion will be apparent prior to final acceptance of work. All certificates shall be forwarded to Owner.
- 12.1.2 The Contractor shall provide a guarantee on all work and equipment. The guarantee shall be effective for a period of 10 years. The Contractor shall correct, repair or replace defective materials or equipment, or the result of defective workmanship without additional expense to the Owner. The Contractor shall deliver to the owner or owner's representative, in writing, the guarantee prior to application for final payment.

12.2 CODES AND STANDARDS

- 12.2.1 The work shall be in accordance with the local and State Building, Electrical, and Gas Codes, if applicable.
- 12.2.2 Submit drawings and/or brochures for written approval on the following:
- a. AC/Heater unit and radiant heaters.
 - b. Ventilation equipment.
 - c. Other equipment provided by HVAC Contractor.
- 12.2.3 Provide manufacturer's instructions and guarantees for new equipment. Deliver to owner along with name, address, and telephone of servicing agency which will service the equipment.

12.3 WORKMANSHIP

- 12.3.1 Workmanship shall be in all respects of the highest quality, and all construction shall be done according to the best practice of the trade. All systems shall be made complete and operational in first class working order.
- 12.3.2 Provide all labor, materials, equipment, fees, permits and pay all other costs connected with the installation of complete heating and air conditioning systems as shown on the drawings.
- 12.3.3 Obtain full information regarding peculiarities and limitations of space available for installation of all materials under contract and provide ready accessibility to dampers, valves, and other apparatus, including any part of the system required to be reached for maintenance or operations.
- 12.3.4 Any required ducts and plenums shall be fabricated in accordance with the latest edition of ASHRAE Guide and the SMACNA Manual.
- 12.3.5 Provide and install exhaust fans (min 150 CFM with light) and all vent pipe to outside in the restroom.
- 12.3.6 Provide single direction, 60" ceiling fans, each with separate switch and variable settings.

ARTICLE 13 ELECTRICAL

13.1 GENERAL PROVISIONS

- 13.1.1 Before submitting proposal, examine all drawings relating to this work, verify all governing conditions at the site, determine exact extent of work required for the local utility companies; become fully informed as to the extent and character of the work required and its relation to work of other trades.
- 13.1.2 The contractor shall obtain all permits required for this work under the contract and shall pay all expenses in connection therewith. They shall be responsible for all notice to the inspection authorities and to the Owner for Owner's representative so that the work may be inspected before covering. The Contractor shall furnish the Owner with certificates of inspection.
- 13.1.3 All permit fees: temporary service inspection fees and other requirements shall be paid and completed by the electrical contractor. Evidence of

completion will be apparent prior to final acceptance of work. All certificates shall be forwarded to owner.

- 13.1.4 The Contractor shall provide a guarantee on all work and equipment. The guarantee shall be effective for a period of one year from the date of completion and acceptance. The Contractor shall correct, repair or replace defective materials or equipment, or results of defective workmanship without additional expense to the owner. The contractor shall deliver to the owner or owner's representative, in writing, the guarantee prior to application for final payment.

13.2 CODES AND STANDARDS

- 13.2.1 The work shall be in accordance with the standards in the latest editions of the following listed codes and ordinances.

1. NFPA, "National Electric Code"
2. NECA "Standard of Installation"
3. Electric Utility Company Service Standards
4. Underwriter's Laboratory Standards
5. Other local codes, ordinances, and laws applicable to the place of work.

13.3 SPECIAL

- 13.3.1 Submit drawings and/or brochures for written approval on the following:

- a. Branch circuit panels
- b. Service entrance panels and equipment
- c. Wall switches
- d. Receptacles – all types
- e. Device plates
- f. Metering equipment

Submit all maintenance manuals at completion of project to the owner.

- 13.3.2 Rigid conduit: Galvanized steel or rigid aluminum as permitted by the NEC.

- 13.3.3 Electric Metallic Tubing: (EMT) Conduit may be EMT where not subjected to mechanical damage, as permitted by the NEC. Flexible Metal Conduit: Connections to rotating vibrating or moving equipment shall be made with flexible metal conduit with ground.

13.4 INSTALLATION AND WORKMANSHIP

- 13.4.1 The work of the Contractor shall consist of providing all labor and equipment necessary for a complete operating electrical system, in strict accordance with the drawings and specifications. It includes all such work whether listed under any other document forming apart of the

specifications and contract. The work shall include but is not restricted to the following items:

- a. Workmanship shall be in all aspects of the highest quality, and all construction shall be done according to the best practice in the trade. All systems shall be made complete and operational and in first class working order.
- b. Provide a temporary service for the use of all trades during construction.
- c. Provide a complete electrical distribution system for light and power, from point of service through distribution system to panels and to all outlets and devices as indicated on the drawings. (200-amp service or as required by code).
- d. The contractor shall be responsible for the timely placement of all conduits, outlet boxes, cabinets, and other wiring devices in the walls, ceilings, etc. As the construction progresses.
- e. Provide electrical connections for other trades.
- f. Provide temporary and emergency wiring as required.
- g. Provide connections of all motors, starters, controls, pilot devices or power disconnects, whether furnished by this contractor, the Owner, other subcontractor or other parties such as equipment suppliers.
- h. Provide connection of all air conditioning, heating, and ventilation and exhaust fan controls as specifically called for on the air conditioning and mechanical drawings and applicable specifications. This wiring is not necessarily shown on the electrical drawings.
- i. Install light fixtures. Light fixture schedule lists the types of fixtures.
- j. Conductors shall be copper, type THW or THHN.
- k. Branch circuit runs longer than 100 feet from panel first outlet shall be run with #10 wire (minimum). All other shall be #12.
- l. All interior lights shall be placed on wall switches. Exterior lights and signage shall have photo eye sensors.
- m. Ductwork takes precedence over electrical conduit.
- n. Provide any concrete core drilling required to enter or exit building, concrete floors, etc.
- o. Provide and install one separate sub panel and wiring system for computers to be located in each office.

13.4.2 Utility Company shall install a new underground service from power pole to building including, conduits; pull strings, terminations, etc. as required. Contractor shall connect building panel to meter.

13.4.3 Grounding of the electrical system shall be in accordance with The National Electrical Code and with local requirements.

13.4.4 Provide raceways & outlet boxes for telephones inside building. Provide and install underground telephone service to building as required by local telephone company.

SPECIAL CONDITIONS

Bid Item

Lump sum bid shall include all necessary equipment, materials, labor, permits and inspection fees, waste recycling bin rental and all other necessary cost associated with completion of the project. All work involved in completing this project will be performed in accordance with the current version of the Uniform Building Code. The quality of workmanship, materials and equipment shall be that of commonly accepted industry standards.

Mobilization

Lump sum bid shall include the moving of equipment to the jobsite, ordering and payment of stockpiled materials and any other incidental costs associated with work completed prior to the start of the actual construction of the building.

Incidental Items of Work

The contractor is responsible for completing all necessary incidental items of work required to complete the project. The contractor shall include the cost of completing all necessary incidental items of work under the lump sum bid in the agreement. No additional payment will be considered for incidental items of work. Incidental items of work may include but are not limited to:

1. Erosion control measures
2. Any necessary permits and permit fees (not listed as paid by the County)
3. Protection of the jobsite area
4. Site cleanup and disposal of debris from demolition of existing building
5. City of Delmar Permits (Water and Sanitary Sewer)

Responsibilities

1. Accessibility - The contractor shall provide access to the site at all times for emergency vehicles. The contractor is responsible for providing and maintaining appropriate warning signs and barricades at the site. The owner and engineer will not be liable for any damage to public or private property caused by the contractor.
2. Erosion Control - The contractor shall install erosion control measures as required to control erosion of disturbed areas.
3. Site Drainage - The contractor shall carefully grade and level the site in order to maintain natural drainage. Graded areas that cause a ponded water condition will be corrected by the contractor to the engineer's satisfaction at no additional expenses to the owner.
4. Safety - The contractor shall comply with the safety requirements as outlined in the General Conditions.
5. Utilities - The contractor shall be responsible for contacting the appropriate utility companies before any construction activities and regarding protecting and or moving any poles, wires, cables or pipelines. The contractor shall be responsible for any damage to existing utilities. Any private utilities damaged by the contractor shall be repaired and or replaced by the contractor at no additional expense to the owner.
6. Completion of Project - When construction is substantially complete the contractor shall be responsible for the cleanup of the site and shall return the site to its original condition. Including removal of any debris or other items that may interfere with the function of the Secondary Road Department.