

**IOWA DEPARTMENT OF NATURAL RESOURCES**  
**GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**  
**FOR**  
**CABIN WINDOW REPLACEMENT, 26-04-87-03**  
**COMPETITIVE QUOTATION**

Please read and familiarize yourself with all of these Instructions before preparing your proposal.

1. To be considered a responsible and responsive bidder, all the information requested on the Proposal Form, Attachment A, must be completed and received by the Iowa Department of Natural Resources by **3:00 pm, Thursday February 26, 2026. If you are signing on behalf of a corporation, include your title in the signature line.** Keep a copy of the proposal as your record of your submitted proposal.
2. Email your proposal to [constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov). All proposals must be submitted electronically. No paper proposals will be accepted. Include the following information in the subject line: Project Name, Contract Number, and Bid Letting Date.

Contact for the competitive quotation process is as follows:

Darin Galbraith, Procurement Specialist

[constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov)

515-344-0055

Contact for questions on plans and specifications is as follows:

Zach Gunsolley, P.E., Southwest Iowa District Engineer

1517 185<sup>th</sup> Ave

Diagonal, IA 50845

[zach.gunsolley@dnr.iowa.gov](mailto:zach.gunsolley@dnr.iowa.gov)

515-250-3713

3. DO NOT alter the proposal with alternates, qualifications, reservations, or stipulations. If the bid is not a lump sum, clearly identify unit prices. In event of any inconsistency between the Proposed Bid Total and the bid total derived from provided unit prices, unit prices will prevail. (See Article 4.)
4. Your proposal will be audited, extensions and totals verified, and notification of decision of award will be made promptly after the closing date for receipt of proposals shown above. The lowest responsive, responsible bidder will be eligible for award of a subsequent contract. The DEPARTMENT reserves the unconditional right not to award a contract for the project described in these instructions and related attachments.
5. Both successful and unsuccessful bidders will be notified of the result of the bidding. If you are the successful bidder, an award letter and contract documents will be sent to you with detailed instructions for completion. By submitting a proposal, you agree and understand that acceptance of your proposal by the DEPARTMENT constitutes a binding agreement to enter into a contract and that the offer contained in your proposal shall be valid for a period of 45 days from the deadline for submission of proposals.

**ATTACHMENT A  
PROPOSAL Form**

PROJECT: Cabin Window Replacement CONTRACT NO.: 26-04-87-03

LOCATION: Lake of Three Fires State Park, Taylor County

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE*		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Replace All Windows on Six (6) Cabins	1 Lump Sum				

\*Unit Prices Prevail; Amount equals Estimated Quantity multiplied by Unit Price

Proposed Bid Total: \$ \_\_\_\_\_

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

_____ Signature	_____ Date	_____ Legal Name of Company
_____ Printed Name		_____ Street Address
_____ Title		_____ City, State, Zip Code
_____ Iowa Contractor Registration Number		_____ Phone No.
		_____ Email Address

Bidder Acknowledges Receipt of Any Issued Addenda (Number and Date): \_\_\_\_\_

**Subcontractor Information**

Name	Iowa Contractor Registration Number	Email Address

This Proposal will become void if not accepted by the DEPARTMENT within 45 days of the deadline for submission of proposals described in the General Information and Instructions to Bidders for this project.

*This following is an EXAMPLE of the contract that will be sent to the successful bidder; and, which the Contractor will be required to sign, prior to performing work under this project.*

Contract No.: 26-04-87-03

**IOWA DEPARTMENT OF NATURAL RESOURCES  
COMPETITIVE QUOTATION (MINOR) PUBLIC IMPROVEMENT CONTRACT**

AGREEMENT, entered into between the Iowa Department of Natural Resources, an agency of the State of Iowa, hereinafter called the DEPARTMENT, and

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the parties mentioned above, the CONTRACTOR agrees with the DEPARTMENT, to commence and complete the project described as follows and collectively referred to as the Project:

Replace all windows on the six (6) park cabins as described and specified. Thirty-six (36) windows total.

Located at: Lake of Three Fires State Park, 2303 Lake Road, Bedford, IA 50833 in Taylor County, Iowa, for the sum of \$                    . This contract supersedes all prior contracts or agreements between the DEPARTMENT and the CONTRACTOR for the work described in this contract. The Project is more thoroughly and specifically described in Article 2, Scope of Work, of this contract.

**ARTICLE 1 - DEPARTMENT REPRESENTATIVE**

The representative of the DEPARTMENT shall be Zach Gunsolley, Southwest Iowa District Engineer, 515-250-3713, and all communications from the CONTRACTOR should occur thereto. However, any modifications or payments must be approved by the highest-level signatory for the DEPARTMENT, as described on the signature page.

**ARTICLE 2 - SCOPE OF WORK**

The CONTRACTOR shall furnish, at his own proper cost and expense, all materials, equipment, labor, insurance, and other accessories and services necessary to complete, in a workmanlike manner, ready for continuous operation, the above-mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

- CONTRACTOR's Proposal attached as Attachment A.
- DEPARTMENT's Scope of Work as Attachment B.
- DEPARTMENT's Specifications as Attachment C.

It is intended that the specifications and plans, which include the Description of the Project on the first page of this Contract and supplemented as may be necessary by the DEPARTMENT, shall provide for the completion of the work specified herein.

The omission of specific reference to any minor items of material or work reasonably necessary to provide a complete project, will not release the CONTRACTOR from the responsibility of furnishing or doing the items omitted.

The CONTRACTOR shall leave the site free and clean of all construction equipment, materials, and rubbish. The CONTRACTOR shall replace any defective material or workmanship in the construction at no cost to the DEPARTMENT, and shall guarantee the construction for a period of one year from the date of the Department's final acceptance.

### **ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION**

The time of commencement of work under this contract shall be within a reasonable period of time after the preconstruction conference as approved by the Department. The date of completion of the work under this contract shall be: **June 11, 2026**.

### **ARTICLE 4 - BASIS OF PAYMENT**

The DEPARTMENT shall make payment within 30 days of receipt of a payment request which is approved as payable by the Department, on this contract as is indicated below, by one of the following methods:

1. Lump Sum Basis- This section is applicable to this contract. Except for adjustments as provided for herein, the DEPARTMENT shall pay to the CONTRACTOR, for the performance of work, the lump sum of \$ \_\_\_\_\_, hereinafter called the Contract Sum. The Contract Sum shall be equitably adjusted to cover changes in the work ordered by the DEPARTMENT, but not shown on the drawings or required by the specifications. Such increases or decreases in the Contract Sum shall be determined by agreement between the DEPARTMENT and the CONTRACTOR.
2. Unit Price Basis- This section is not applicable to this contract. The DEPARTMENT shall pay to the CONTRACTOR the unit price amount stated with respect to each item of work on the attached schedule for the total number of units each item of work completed. The number of units shown on the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated into or made necessary by the work covered by this contract. Should the number of units of completed work of any individual item shown on the attached schedule vary by more than twenty percent (20%) from the number of units stated, either the DEPARTMENT or the CONTRACTOR may request a revision of the unit price for the item so affected, but such changes shall not exceed 10% of the total Contract amount. Both parties agree that under such conditions an equitable revision of the price shall be made. Changes that cannot be classified under any of the contract units may be performed at mutually agreed upon unit prices, or on a lump sum basis.

The Department, under this Contract, shall reserve the right to withhold up to 3% consistent with Iowa Code Chapter 573. The Contractor may invoice the Department only for work completed. If the work extends over a period of more than one month, the DEPARTMENT may, upon request by the CONTRACTOR, make written estimates of the value of materials complete in place and the work performed. Estimates shall be on a monthly basis or on a longer period of time mutually agreed upon. No estimate, except the final estimate, shall be for less than five hundred dollars (\$500). The estimates shall be figured at the contract unit prices for contracts on a unit price basis or on a mutually agreed upon percentage of the total work completed for contracts on a lump sum basis. Each estimate shall be filed in the form of a claim against the DEPARTMENT. Estimates are approximate only, and shall be subject to correction in the first estimate rendered following the discovery of an error in any previous estimate. Should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, the department will deduct from the first estimate rendered, after the discovery of such work, an amount equal in value to the defective or questioned work. Further, such work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed. Within a reasonable period of time after satisfactory completion of the project, a final inspection of the work will be made by the DEPARTMENT to determine compliance with the contract, plans and specifications, and to submit a final estimate. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The CONTRACTOR shall sign the final estimate form acknowledging acceptance of the amount stated.

Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claim against the amount withheld. Earlier requirements for the submission of the Iowa

Department of Revenue Contractor's Statement of Sale and Use Tax (see ARTICLE 20), prior to final payments, are no longer in effect.

#### **ARTICLE 5 - LIQUIDATED DAMAGES**

Time is an essential element of the contract and it is important that the work be completed by the deadline. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days allowed, or any extension granted, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed **liquidated damages**.

The **CONTRACTOR** hereby agrees that **liquidated damages** in the amount of \$1000.00 shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries and related expenses of directly involved staff and reviewers, interest charged during the period for delays and loss of use.

The **DEPARTMENT** will prepare and forward to the Contractor a Change Order to account for such **liquidated damages**. The final payment will be withheld until payment shall have been made consistent with this assessment of **liquidated damages** based only on the number of calendar days required to complete the work in excess of the completion date, plus authorized extensions thereto. This provision for the assessment of **liquidated damages** for failure to complete work within the contract period does not constitute a waiver of the **DEPARTMENT'S** right to collect any additional damages other than time delays which the **DEPARTMENT** may sustain by failure of the Contractor to carry out the terms of the contract.

If the Contractor fails to complete the work within the contract periods or any extension thereof, upon written notice to the Contractor and surety, said contract shall be in default. The **DEPARTMENT** may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the **liquidated damages** stipulated in the proposal form. The **DEPARTMENT** may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

#### **ARTICLE 6 - PERMITS**

In addition to other permits that may be required for the **CONTRACTOR** to conduct its business in the state of Iowa, the **CONTRACTOR** shall apply for, pay for and obtain prior to commencing work under this contract a NPDES Stormwater Discharge Permit (DNR's General Permit No. 2) for Construction Operation, as required by EPA regulations, for any land-disturbing activity which will disturb an area of one or more acres. The permits shall be readily available for inspection at all times. Permits are available from the DNR Storm Water Coordinator, 6200 Park Avenue, Suite 200, Des Moines, Iowa, 50321. (Tel. (515) 217-0875.)

The **CONTRACTOR** shall be required to apply for, pay for and obtain all permits required by law prior to commencing work under this contract.

#### **ARTICLE 7 - PERFORMANCE BOND**

In compliance with Chapter 573 of the Code of Iowa, contracts shall, when the contract price equals or exceeds twenty-five thousand dollars, be accompanied by a bond, with surety, conditioned for the faithful performance of the contract. The amount shall be not less than one hundred percent (100%) of the contract price. The bond shall be executed on the standard form supplied by the **DEPARTMENT**. The bond, if required, shall be executed by the **CONTRACTOR** and by a surety authorized to do business in the State of Iowa and shall be incorporated by this reference.

#### **ARTICLE 8 - CONTRACTOR'S INSURANCE**

The **CONTRACTOR'S** current certificate of liability and property damage insurance shall be filed with the **DEPARTMENT** prior to the execution of the contract and shall be maintained at such amounts throughout the prosecution of the work and until final acceptance and completion of the contract. The minimum coverage by such insurance shall be as follows:

Public Liability Insurance  
Per Person \$250,000.  
Each Occurrence \$500,000.

Property Damage Insurance  
Each Occurrence \$250,000.

## ARTICLE 9 - TERMINATION

9.1 The DEPARTMENT shall have the right to cancel any or all items from the contract and may terminate this contract immediately for any of the following reasons effective immediately without advance notice:

- A) In the event the CONTRACTOR is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- B) The DEPARTMENT determines that the actions, or failure to act, of the CONTRACTOR, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- C) The CONTRACTOR fails to comply with all laws, regulations, ordinances and orders related to the execution of this contract or the completion of the Project;
- D) The CONTRACTOR furnished any statement, representation or certification in connection with this contract or its related bidding documents which is materially false, deceptive, incorrect or incomplete.
- E) The CONTRACTOR breaches the contract;
- F) The CONTRACTOR becomes the subject of any bankruptcy or insolvency proceeding;
- G) The CONTRACTOR has otherwise engaged in conduct that has or may expose the State or the DEPARTMENT to liability, as determined in the DEPARTMENT's sole discretion;
- H) The DEPARTMENT determines that continuation of completion of the work is not in the public's interest: and
- I) The DEPARTMENT determines that the occurrences of any of the actions or inactions in subparagraphs (A) through (G) above, unforeseen circumstances, unanticipated design changes, or other reasons beyond the control of the CONTRACTOR would prevent or unreasonably delay completion of the contract.

If there is a default event caused by the CONTRACTOR as described above, the DEPARTMENT may either provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in the DEPARTMENT's written notice to the CONTRACTOR, or may terminate the contract in whole or in part, without the payment of any penalty or incurring any further obligation to the CONTRACTOR.

9.2 Termination Due to Lack of Funds or Change in Law. **Notwithstanding anything in this Contract to the contrary**, the DEPARTMENT shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the CONTRACTOR if, in the DEPARTMENT's sole discretion, adequate funds are not appropriated or granted to allow the DEPARTMENT to operate as required and to fulfill its obligations under this contract or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; if the DEPARTMENT'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; if the DEPARTMENT'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 DEPARTMENT's ability to fulfill any of its obligations under this contract.

9.3 The CONTRACTOR's Termination Duties. The CONTRACTOR upon receipt of notice of termination or upon request of the DEPARTMENT, shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, work completed, materials delivered and any other matters the DEPARTMENT may require; shall immediately cease using and return to the DEPARTMENT any personal property or materials, whether tangible or intangible, provided by the DEPARTMENT to the CONTRACTOR; and shall comply with the DEPARTMENT's instructions for the timely transfer of any materials provided by the CONTRACTOR under this contract. Material paid for pursuant to section 9.4 shall become the property of the DEPARTMENT and shall be disposed of as directed by the DEPARTMENT.

9.4 Following termination, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract to the DEPARTMENT up to and including the date of termination. For finished portions of items canceled, the CONTRACTOR will be paid at the contract unit prices. For materials ordered and delivered for the unfinished portion of such canceled or omitted items, the DEPARTMENT will pay cost plus five percent as an overhead charge. The CONTRACTOR'S expense for work of handling or transporting such material shall be included in computing the cost. The DEPARTMENT will also pay any actual expenses sustained by the CONTRACTOR by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this contract, including but not limited to any claims related to, resulting from, or arising out of: any breach of this contract; any negligent, intentional or wrongful act or omission of the CONTRACTOR or any agent or subcontractor utilized or employed by the CONTRACTOR; the CONTRACTOR's performance or attempted performance of this contract, including any agent or subcontractor utilized or employed by the CONTRACTOR; or any failure by the CONTRACTOR to make all reports, payments and withholdings required by federal and state law and which are required by the CONTRACTOR to conduct business in the State of Iowa. The CONTRACTOR's duties and obligations under this section shall survive the termination of this contract and shall apply to all acts or omissions taken or made in connection with the performance of this contract regardless of the date any potential claim is made or discovered by the DEPARTMENT or any other Indemnified Party.

#### **ARTICLE 11 - WARRANTY**

The CONTRACTOR shall warrant that the work, for a period of one year from the date of final acceptance by the DEPARTMENT, shall remain free from all defects in workmanship and material and that it will comply with the requirements of this contract governing the work. It is understood and agreed that in the event of defects and the necessity of making repairs to the work during the warranty period, the DEPARTMENT will notify the CONTRACTOR and provide a reasonable time to the CONTRACTOR to make such repairs. The CONTRACTOR shall submit all notices of guarantees, warranties and certificates complying with this section prior to final payment being made.

#### **ARTICLE 12 - RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS**

The DEPARTMENT shall have the right to review and observe, at any time, completed work or work in progress related to the contract. The CONTRACTOR shall permit the DEPARTMENT or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the CONTRACTOR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Upon the request of the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT or its agents said documentation or materials.

#### **ARTICLE 13 - PUBLIC RECORDS; RECORDS RETENTION**

All records created pursuant to this contract shall be public records and subject to Iowa Code chapter 22, the Iowa Open Records Law. All records created pursuant to this contract shall be submitted to the DEPARTMENT within 5 business days of its request. All records created pursuant to this contract shall be retained in accordance with the relevant state of Iowa records retention schedule.

#### **ARTICLE 14 - SURVIVAL OF AGREEMENT**

If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

#### **ARTICLE 15 - GOVERNING LAW**

This contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

#### **ARTICLE 16 - COMPLIANCE WITH LAWS**

The CONTRACTOR agrees that, during the duration of and as a condition of the DEPARTMENT'S duty to perform under the terms of this contract, it shall be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

#### **ARTICLE 17 - ASSIGNMENT AND DELEGATION**

The CONTRACTOR may not assign, transfer or convey in whole or in part this contract without the prior written consent of the DEPARTMENT. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The CONTRACTOR may not delegate any of its obligations or duties under this contract without the prior written consent of the DEPARTMENT.

#### **ARTICLE 18 - WRITING REQUIRED**

No change, modification, or termination of any of the terms, provisions or conditions of this contract shall be effective unless made in writing and signed by the parties.

#### **ARTICLE 19 - IMMUNITY FROM LIABILITY**

Every person who is a party to the contract is hereby notified and agrees that the State, the DEPARTMENT, and all of their employees, agents, successors, and assigns are immune from liability and suit for the CONTRACTOR'S and its subcontractors' activities involving third parties arising from the contract.

#### **ARTICLE 20 - CERTIFICATION REGARDING SALES AND USE TAX**

By executing this contract, the CONTRACTOR certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1(47) and (48). The CONTRACTOR also acknowledges that the DEPARTMENT may declare the contract void if the above certification is false. The CONTRACTOR also understands that fraudulent certification may result in the DEPARTMENT filing action for damages for breach of contract.

Upon execution of this contract, an Iowa Construction Sales Tax Exemption Certificate will be available upon request.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. The CONTRACTOR, and its employees and agents performing under this contract are not employees or agents of the State or any agency, division or department of the State. Neither the CONTRACTOR nor its employees shall be considered employees of the DEPARTMENT or the State for Federal or State tax purposes. The DEPARTMENT will not withhold taxes on behalf of the CONTRACTOR. The CONTRACTOR shall be responsible for payment of all taxes in connection with any income earned from performing this contract.

#### **ARTICLE 22 - USE OF THIRD PARTIES AND SUBCONTRACTORS**

- A) The CONTRACTOR may contract with third parties for the performance of any of Contractor's obligations under this Contract. All subcontractors shall be subject to prior approval by the DEPARTMENT. The DEPARTMENT's consent shall not be deemed in any way to provide for the incurrence of any obligation of the DEPARTMENT in addition to the remuneration agreed upon in this contract;
- B) If the CONTRACTOR utilizes a subcontractor or subcontractors, then the following conditions shall apply: Prior to a subcontractor working on site, the subcontractor(s) name and their Iowa Contractor Registration Number(s) must be provided to the DEPARTMENT;
- C) The CONTRACTOR may enter into subcontracts to complete the work required by this contract provided that the CONTRACTOR remains responsible for all services performed under this contract. Each subcontract shall contain provisions for the DEPARTMENT's access to the subcontractor's books, documents, and records and for inspections of work, as required of CONTRACTOR herein. No subcontract or delegation of work shall relieve or discharge the CONTRACTOR from any obligation, provision, or liability under this CONTRACT. The CONTRACTOR shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor;

- D) All applicable restrictions, obligations and responsibilities of the CONTRACTOR under this Contract also shall apply to the subcontractors;
- E) The DEPARTMENT shall have the right to request the removal of a subcontractor from the contract for good cause. The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of CONTRACTOR's breach of any subcontract in which it enters, including the CONTRACTOR's failure to pay any and all amounts due by CONTRACTOR to any subcontractor;
- F) Any action of a subcontractor, which, if done by CONTRACTOR, would constitute a breach of this contract, shall be deemed a breach by the CONTRACTOR and have the same legal effect; and
- G) If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence was reasonably foreseeable, then the CONTRACTOR shall be in default and Article 23, "Delay or Impossibility of Performance," shall not be applicable.

**ARTICLE 23 - DELAY OR IMPOSSIBILITY OF PERFORMANCE**

The CONTRACTOR shall not be in default under this contract if performance is delayed or if CONTRACTOR may not reasonably perform the contract due to an act of God. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the CONTRACTOR, and without the fault or negligence of the CONTRACTOR. If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence the CONTRACTOR should have been able to anticipate or prevent, then the CONTRACTOR shall be in default and this paragraph shall not be applicable. It shall be the responsibility of the CONTRACTOR to prove that performance was delayed or impracticable within the meaning of this paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the effective date as specified by the Department below.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

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Department Signatory, Title

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Legal Name of Company

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Date:

---

Signature

---

Printed Name

---

Title

---

Address

---

Date

Seal, if by a corporation

Iowa Contractor Registration No. \_\_\_\_\_

## **ATTACHMENT B SCOPE OF WORK**

### Goal of project:

Scope of work includes replacement of casement and picture window units in six (6) cabins at the state park. Each of the cabins are historically significant, and this window replacement work has been approved by the State Historical Preservation Office (SHPO). As such, new window units must match the detailing and characteristics of the existing windows as much as possible. Each existing window will be removed. The head, jamb, and sill framing will be inspected for rot, plumbness and damage. Surrounding interior and exterior trims, sealants, flashings, and finishes shall also be inspected for damage. Items found to be damaged shall be repaired prior to installing new window units. New units shall be ordered to manufacturer Rough Opening (RO) standards and standard unit elevations. Custom window sizes are not anticipated and only standard window sizes should be accounted for during bidding (Note: If custom window sizes are appropriate, additional costs will be coordinated between DNR and contractor). Contractor shall submit shop drawings to DNR Field Engineer for review prior to ordering windows. Manufacturer approved head, jamb and sill flashings are required for new installations. Concealed expanding spray foam shall be used to insulate and seal between window unit frame and structural wall framing. Spray foam must be concealed and not visible from exterior or interior of building upon completion of work. Carefully removed existing interior/exterior window trim free of rot or deterioration may be reused where applicable. New, replacement interior/exterior trim to match existing trim saw marks texture, stain tone, lacquer or sealant, and profile. Exterior shutters to be removed, safely stored, and reinstalled similarly by contractor.

Door glazing replacement not required.

### **Window schedule as follows:**

(Window sizes are approximate for estimating purposes and will need to be field verified and approved via shop drawings prior to ordering)

**Window A (Qty. 4 per cabin):** (2)3046 Single-Hung (Operable) – Replicate Muntins with similar SDL's at exterior and interior at all window locations. Include SDL's in all single-hung windows.

**Window B (Qty. 1 per cabin):** 3224 Picture Window (Non-Operable) - Replicate Muntins with similar SDL's at exterior and interior at all window locations. Include SDL's in all picture windows.

**Window C (Qty. 1 per cabin):** 2832 Picture Window (Non-Operable) - w/obscure privacy glass @ exterior IGU pane. Exterior SDL's only.

*Note: See window specification for requirements, options, and approved manufacturers.*

### **Work restrictions**

It is the intent of these work restrictions to allow for use of the cabins by the public during peak periods and minimize loss of revenue to the Department.

- No work is permitted Friday, Saturday, or Sunday.
- No work is permitted May 25th through May 28th.
- To ensure cabins remain usable by the public during the non-working periods above:
  - Individual window replacement must be completed in accordance with the Contract Documents by the beginning of the non-working period.
  - Do not begin a window replacement if completion in accordance with the Contract Documents by the beginning of the non-working period is uncertain.
  - Not all windows in a cabin need to be replaced by the beginning of the non-work period. For example, a cabin with three windows completed in accordance with the Contract Documents and three that have not had work begun at the end of Thursday is acceptable. In this example, the remaining windows can be completed beginning on the following Monday.
- There shall be no evidence of the project in or around the cabins during the non-work periods. This includes materials, tools, supplies, vehicles, etc. Coordinate with the Engineer a suitable storage/staging area in the park.

(Pictures of cabins on following pages)





**ATTACHMENT C  
SPECIFICATIONS**

**SECTION 085200  
WOOD WINDOWS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Factory-fabricated wood windows.
- B. Glazing.
- C. Metal infill panels.
- D. Operating hardware.
- E. Insect screens.
- F. Wood trim for exterior finishing.

**1.02 REFERENCE STANDARDS**

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for Windows, Doors, and Skylights; 2022, with Errata (2023).
- B. AAMA 502 - Voluntary Specification for Field Testing of Newly Installed Fenestration Products; 2021.
- C. AAMA 611 - Specification for Anodized Architectural Aluminum; 2024.
- D. AAMA 2603 - Voluntary Specification, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- E. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- F. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- G. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- I. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors; 2002 (Reapproved 2018).
- J. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015 (Reapproved 2023).
- K. ASTM E1332 - Standard Classification for Rating Outdoor-Indoor Sound Attenuation; 2022.
- L. ASTM E2112 - Standard Practice for Installation of Exterior Windows, Doors and Skylights; 2023.
- M. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- N. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

#### **1.04 SUBMITTALS**

- A. Product Data: Show component dimensions, anchorage and fasteners, glass, internal drainage details, and flashing details.
- B. Shop Drawings: Indicate opening dimensions, framed opening tolerances, affected related work, installation requirements, and manufacturer name and warranty requirements.
- C. Manufacturer's Certificate: Certify that products furnished meet or exceed specified requirements.
- D. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
  - 1. Evidence of AAMA Certification; label or other documentation.
  - 2. Evidence of WDMA Certification.
  - 3. Evidence of CSA Certification.
  - 4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.
- E. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- F. Manufacturer's qualification statement.
- G. Installer's qualification statement.
- H. Specimen warranty.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with not less than three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.07 FIELD CONDITIONS**

- A. Do not install sealants when ambient temperature is less than 40 degrees F (5 degrees C).
- B. Maintain this minimum temperature during and after installation of sealants.

#### **1.08 WARRANTY**

- A. Correct defective Work within a five year period after Date of Substantial Completion.
- B. Manufacturer Warranty: Provide 5-year manufacturer warranty for insulated glass units against seal failure, interpane dusting or misting, and replacement of same. Complete forms in Owner's name and register with manufacturer.
- C. Manufacturer Warranty: Provide 2-year manufacturer warranty against defects listed. Complete forms in Owner's name and register with manufacturer or warrantor.
  - 1. Degradation of color finish.
  - 2. Delamination or separation of finish cladding from window member.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Wood Windows:
  - 1. Pella Corporation; Reserve Traditional(Wood Exterior): [www.pellacommercial.com/#sle](http://www.pellacommercial.com/#sle).
  - 2. Marvin Windows; Ultimate Wood Windows: [www.marvin.com/#sle](http://www.marvin.com/#sle).
  - 3. Quaker Window Products Company; Brighton Wood  
[www.quakerresidentialwindows.com/#sle](http://www.quakerresidentialwindows.com/#sle).
  - 4. Lincoln Windows; [www.lincolnwindows.com/](http://www.lincolnwindows.com/)
  - 5. Kolbe Windows; Heritage Series: <https://www.kolbewindows.com/>

### **2.02 WOOD WINDOWS**

- A. Wood frame and sash: factory fabricated and assembled.
  - 1. Exterior Finish(Wood): Factory finished. Colors for interior and exterior to be selected by architect from manufacturers standard line.
  - 2. Interior Finish(Wood): Factory finished. Colors for interior and exterior to be selected by architect from manufacturers standard line.
  - 3. Configuration: As indicated in window schedule. Replacement windows to match existing window detailing including muntin spacings and profile. Field verify all sizes and dimensions. Standard sized windows closest to original size shall be acceptable so as gaps between existing rough framing and window frame do not exceed 1 1/2". Existing rough framing at windows shall not be modified. Trim work at exterior and interior may be modified or replaced but must closely match existing trims in dimension, tone and finish.
  - 4. Factory glazed; dry glazing method.
  - 5. Wood Species: Clear pine or Fir, preservative treated using treatment type suitable for required finish.
  - 6. Frame and Sash Members: Mortise and tenon joints. Glue and steel pin joints to hairline fit, weather tight.
  - 7. Transparent Finish: Finger joints not permitted in units intended for transparent finish.
  - 8. Weather Stop Flange: Continuous at perimeter of unit.
  - 9. Clearances and Shim Spacing: Minimum required for installation and dynamic movement of perimeter seal.
  - 10. Fasteners: Concealed from view.
  - 11. Internal Drainage of Glazing Spaces to Exterior: Weep holes.
  - 12. Insect Screen: Minimal profile metal frame. Color selected by submittal from manufacturers full range of available colors. Location: Interior at casements and exterior at single and double hung operable.
  - 13. Operable Units: Double weatherstripped.

### **2.03 COMPONENTS**

- A. Glazing: Double glazed, clear, Low-E coated, argon filled, with glass thicknesses as recommended by manufacturer for regional wind conditions and related code requirements.
- B. Frames: Profile must closely match thickness and shape of existing windows; flush solid wood glass stops of screw fastened type, sloped for positive drainage.
- C. Muntins: Must closely match existing window spacings, tone/finish and profile. External wood muntins must be provided where existing window muntins or glass lites are external. Internal muntins may be provided only in addition to external.
- D. Sills: Wood. sloped for positive drainage; fits under sash and projects at least 1/2 inch (12 mm) beyond exterior face of wall; single piece full width of opening.

- E. Insect Screens: Extruded aluminum frame with mitered and reinforced corners; screen mesh taut and secure to frame; secured to window with adjustable supports allowing screen removal without use of tools.
  - 1. Supports: Spring-loaded steel pins; four per screen unit.
  - 2. Screen Mesh: Vinyl-coated fiberglass preferred or window manufacturer's high-transparency mesh.
  - 3. Frame Finish: Baked enamel or manufacturer series standard(color to be determined by Architect or project Engineer via submittal)
- F. Operable Sash Weatherstripping: Wool pile; permanently resilient, profiled to effect weather seal.
- G. Fasteners: Stainless steel.
- H. Sealant and Backing Materials:
  - 1. Perimeter Sealant: Appropriate for application.
  - 2. Sealant Used Within System (Not Used for Glazing): Appropriate for application.
- I. Wood for Casings and Trim: Clear pine or Fir, clear preservative treated, of type suitable for required finish.
  - 1. Finger joints not permitted in transparent finished exposed surfaces.
- J. Flashing: Provide related flashings, with necessary anchors and attachment devices.
- K. Sealant for Setting Sills, Stools, Aprons, and Sill Flashing: Non-curing butyl type.

#### **2.04 PERFORMANCE REQUIREMENTS**

- A. Comply with AAMA/WDMA/CSA 101/I.S.2/A440 requirements for the specific window type in accordance with the following:
  - 1. Performance Class (PC): R.
  - 2. Performance Grade (PG): 30, with minimum design pressure (DP) of 30.08 psf (1440 Pa).
- B. Overall Thermal Transmittance (U-value): 0.35, maximum, including glazing, measured on window sizes required for this project.
- C. Acoustic Performance: Minimum outdoor-indoor transmission class (OITC) rating of 38, when tested in accordance with ASTM E90 and ASTM E1332.

#### **2.05 HARDWARE**

- A. Locks and Pulls: To closely match existing style and finish.

#### **2.06 ALUMINUM FINISHES**

- A. Class I Natural Anodized Finish: AAMA 611 AA-M12C22A41, clear anodic coating not less than 0.7 mils (0.018 mm) thick.
- B. Class I Color Anodized Finish: AAMA 611 AA-M12C22A44, electrolytically deposited colored anodic coating not less than 0.7 mils (0.018 mm) thick.
- C. Superior Performing Organic Coatings: AAMA 2605, multiple coat, thermally cured polyvinylidene fluoride system.
- D. Pigmented Organic Coatings: AAMA 2603, polyester or acrylic baked enamel finish.
- E. Color: To be determined from manufacturer full line of standard colors by Architect or Engineer.
- F. Touch-Up Materials: As recommended by coating manufacturer for field application.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify wall openings and adjoining water-resistive barrier materials are ready to receive wood windows

### **3.02 INSTALLATION**

- A. Install windows in accordance with manufacturer's instructions.
- B. Install windows in accordance with ASTM E2112.
- C. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- D. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- E. Set sill members and sill flashing in continuous bead of sealant.
- F. Neatly, apply window and door moderate expanding urethane spray foam in cavity between window frames and wall framing around perimeter of windows. Foam applicator straw should extend to interior surface of exterior wall sheathing to apply foam directly to sheathings interior surface. Resulting perimeter seal around window shall be air-tight and concealed from view from building interior and exterior.
- G. Install operating hardware.
- H. When specified or otherwise required, Finish exterior window surfaces and trims with transparent or semi-transparent stain coating to match existing trim tone and seal with matte finish UV resistant polyurethane top coats(2).
- I. When specified or otherwise required, Finish interior surfaces with transparent stain to match existing interior wood tone and seal with precatylyzed lacquer coatings(2);

### **3.03 TOLERANCES**

- A. Maximum Variation from Level or Plumb: 1/16 inch per 3 ft (1.6 mm per m) non-cumulative or 1/8 inch per 10 ft (3.2 mm per 3 m), whichever is less.

### **3.04 FIELD QUALITY CONTROL**

- A. DNR Field Engineer required to inspect installation of windows prior to installing interior and exterior trims.
- B. See Section 014000 - Quality Requirements for independent field testing and inspection requirements, and requirements for monitoring quality of specified product installations.
- C. Provide field testing of installed wood windows by independent laboratory in accordance with AAMA 502 and AAMA/WDMA/CSA 101/I.S.2/A440 during construction process and before installation of interior finishes.
  - 1. Field test for water penetration in accordance with ASTM E1105 using Procedure B - cyclic static air pressure difference; test pressure shall not be less than 1.9 psf (91 Pa).
  - 2. Field test for air leakage in accordance with ASTM E783 with uniform static air pressure difference of 6.27 psf (300 Pa).
- D. Repair or replace fenestration components that have failed designated field testing, and retest to verify performance complies with specified requirements.

### **3.05 ADJUSTING**

- A. Adjust hardware for smooth operation and secure weathertight closure.

### **3.06 CLEANING**

- A. Remove protective material from factory finished surfaces.
- B. Wash surfaces by method recommended and acceptable to window manufacturer; rinse and wipe surfaces clean.

### **WINDOW SCHEDULE**

**Window A (Qty. 4 per cabin):** (2)3046 Single-Hung (Operable) – Replicate Muntins with similar SDL's at exterior and interior at all window locations. Include SDL's in all single-hung windows.

**Window B (Qty. 1 per cabin):** 3224 Picture Window (Non-Operable) - Replicate Muntins with similar SDL's at exterior and interior at all window locations. Include SDL's in all picture windows.

**Window C (Qty. 1 per cabin):** 2832 Picture Window (Non-Operable) - w/obscure privacy glass @ exterior IGU pane. Exterior SDL's only and only where existing.

**END OF SECTION**