

PART 0 - GENERAL

0.01 RELATED DOCUMENTS

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

0.01 GENERAL

- A. The General Conditions of the contract are the General Covenants and Provisions bound within.
1. These General Covenants and Provisions are herein modified or supplemented by this Supplementary Covenant and Provisions.
 2. Articles of the General Covenant and Provision not directly affected by this section remains in full force as written, unless exceeded in requirements herein or elsewhere in these Specifications.

0.03 DEFINITION OF TERMS

- A. Article 1100.03 "Definition of Terms" is supplemented and modified as follows:

B.

1. General: A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
2. Imperative Language: Used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by Contractor, or when so noted, by others.
3. Chief Engineer: This term will apply to the Chief Engineer of the Department of Natural Resources.
4. Project Engineer: The Project Engineer will be the reviewing and approving authority for all equipment, material or systems to be used in the construction as specified herein. Unless otherwise specified, no material, equipment or systems or components of systems will be used or installed on this project without written approval. The Project Engineer will be the individual, regardless of the title actually used, listed in the special notice to bidders as the contact for questions concerning design, plans and specifications. This term shall mean Stanley Consultants, Inc. of Des Moines, Iowa.

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5. DNR Construction Inspector: The Department of Natural Resources Construction Inspector will be the direct representative of the department at the project location with the authority to verify compliance with the provisions of each and all divisions of this Project Manual. Contact the DNR Construction Inspector regarding questions on site review, inspections and project coordination.
6. Procurement Supervisor: The Procurement Supervisor will answer all questions regarding Bidding and Contract Procedures.
7. General Requirements: The provisions of requirements of Division-1 sections. General requirements apply to entire work of Contract and, where so indicated, to other elements which are included in project.
8. Indicated: The term "indicated" is a cross-reference to details, notes or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used in lieu of "indicated," it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.
9. Directed, Requested,....: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "directed by Engineer," "requested by Engineer," etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.
10. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved," will be held to limitations of Engineer's responsibilities and duties as specified in General Covenants and Provisions and Supplementary Covenants and Provisions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
11. Project Site: The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of project site is shown on Drawings, and may or may not be identical with description of land upon which project is to be built.
12. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
13. Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

14. Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.
15. Installer: The entity (person, firm...) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in portions of the work they are to accomplish.

PART 1 - INSTRUCTIONS TO BIDDERS

1.01 GENERAL

- A. Article 1101.101 "General" is supplemented and modified as follows: Add:

F. All Bidders must complete and return Form 5700-49 with their bids (See 00310).

1.02 DRAWINGS AND SPECIFICATIONS

- A. Article 1101.02 "Drawings and Specifications" is supplemented and modified as follows:

1. The Drawings and Specifications which are enumerated in the Index of drawings and Table of Content of this project manual are part of this contract.

1.07 ESTIMATE OF QUANTITIES

- A. Article 1101.07 "Estimate of Quantities" is supplemented and modified as follows:

1. Estimated quantities are minimum quantities required. Bidding contractors shall determine their own quantities as required to complete the work to provide a total bid for a complete and proper project.

1.14 AWARD OF THE CONTRACT

- A. Article 1101.14 "Award of the Contract" is supplemented and modified as follows: Delete paragraph B and C and replace with the following:

- B. The Department of Natural Resources Reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which will best serve the interests of the program for which Federal assistance is awarded.
- C. If, at the time this contract is to be awarded, the lowest proposal submitted by a qualified, responsible bidder is in the best interest of the program, the contract will be awarded, and the bidder to whom the award is made will be promptly notified after the Department of Natural Resources meeting.

PART 4 - SCOPE OF WORK

4.03 INCREASED OR DECREASED QUANTITIES

- A. Article 1104.03 "Increased or Decreased Quantities" is supplemented or modified as follows:

1. The Contractor shall be responsible for furnishing all labor, equipment and material

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necessary to complete all the work required for this project. There will be no additional compensation for any increases of quantities determined to be necessary by the Engineer/DNR Construction Inspector to accomplish the intent of these contract documents.

4.10 PERMITS AND ARRANGEMENTS WITH OTHER GOVERNMENTAL AGENCIES

A. Article 1104.10 "Permits and Arrangements with Other Governmental Agencies" is supplemented and modified as follows:

1. Contractor shall take out and pay for any building permit which may be required, secure and pay for all permits, certificates and licenses required to prosecute the work, and shall arrange for and pay for all inspections required by local authorities.
2. Apply and pay for NPDES Stormwater Discharge Permit (IDNR's General Permit No. 2) for Construction Operation, as required by EPA regulations dated March 10, 2003, for any land-disturbing activity which will disturb an area of one or more acres, with the Iowa DNR.
 - a. Permits are available from the IDNR Storm Water Coordinator, Wallace State Office Building, Des Moines, Iowa, 50319. (Tel. (515)281-7017.

4.13 DRAWINGS AND SPECIFICATIONS

A. Article 1104.13 "Drawings and Specifications" is supplemented and modified as follows:

1. The Contractor shall be responsible for distributing to all involved in this project, Drawings and Specifications in quantities reasonably necessary for the completion of the portion of work they are responsible for. No additional payment will be made for shortcomings resulting from misunderstanding of Contract Documents due to any shortage of information between General Contractor, Subcontractors, and Material Suppliers.

4.14 THE CONTRACTING AUTHORITY'S RIGHT TO OCCUPY

A. Article 1104.14 "The Contracting Authority's Right to Occupy" is supplemented and modified as follows: Add:

- B. Personnel of the Iowa Department of Natural Resources, the assisting Federal Agency, and the Iowa Department of Economic Development shall be allowed access to all area of the work site as required for the performance of their official duties.

4.15 CONSTRUCTION STAKES AND BENCH MARKS

A. Article 1105.07 "Construction Stakes and Bench Marks" is supplemented and modified as follows:

1. The Contractor will be responsible for setting the necessary stakes to establish centerlines, slopes, alignment, grade and other stakes as required for construction.
2. The Contractor shall assume full responsibility for the accuracy and correctness thereof.

PART 6 - CONTROL OF MATERIALS

6.03 SAMPLES AND TESTS

- A. Article 1106.03 "Samples and Tests" is supplemented and modified as follows:
1. All testing required by the contract documents or the DNR Construction Inspector shall be considered a part of the Contract and shall be paid for by the Contractor.

PART 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7.05 FEDERAL PARTICIPATION

- A. Article 1107.05 "Federal Participation" is supplemented and modified as follows: Add:
- C. If the project involves federal assistance, comply with the following requirements.
1. Debarment and Suspension:
 - a. **All Bidders must complete and return Form 5700-49 along with their bid.**
 - b. On all federally assisted contracts and subcontracts in excess of \$25,000.00, any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Nonprocurement Programs will be prohibited from submitting a bid who is listed in this publication will be determined to be a nonresponsive bidder.
 2. Violation Facilities: On all federally assisted contracts and subcontracts in excess of \$100,000.00, the Contractor shall comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U. S. C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and EPA regulations (40 C.F.R. Part 15) which prohibit the use under nonexempt Federal contracts, grants or loans, of facilities included on the EPA List of Violating Facilities.
 3. Energy Efficiency: On all federally assisted contract and subcontracts, the Contractor shall comply with mandatory standards and policies on energy efficiency contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
 4. Where federal assistance for a project involving construction is received, comply with the following additional requirements:
 - b. The Copeland Act: The Copeland (Anti-Kickback) Act, and the regulations of the Department of Labor under 29 CFR Part 3 prohibit Contractors and Subcontractors from inducing any person involved in your project to give up any part of the compensation to which that person is entitled under an employment contract.

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- c. The Contract Work Hours and Safety Standards Act: The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and the regulations for the Department of Labor under 29 CFR Part 5 require Contractors and Subcontractors to pay wages to laborers and mechanics on the basis of an eight hour work day and 40 hour work week and to pay at least time-and-a-half for work performed in excess of these time limitations. Also, the Act prohibits your contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary, or dangerous conditions (see 29 CFR Part 1926).
 - d. Convict labor: You may not use convict labor unless the convicts are on work release, parole, or probation (see 18 U.S.C. 436).
 - 5. Minority Business Enterprise/Women's Business Enterprise: Each contractor must fully comply with the requirements, terms, conditions of the Environmental Protection Agency's policy to award a fair share of subagreements to minority and women's businesses. The description of the affirmative steps to be taken are attached (See Region VII Procedures for Implementation of 40 CFR Part 33.240 attached).
 - 5. Anti-Lobbying Act of 1990: The contractor which is awarded the low bid for a federally assisted contract and subcontract in excess of \$100,000.00, will need to complete the attached certification (See Recipient Certification - Anti-Lobbying Act of 1990).
- C. Additional Requirements under DNR Federal Grant Agreements regarding Termination of Contracts: Where construction contracts are being funded in whole or in parts by federal government monies, the following shall apply:
- 1. Termination for Cause: The Department may terminate this Contract in whole or in part, at any time before the expiration date, whenever the Department has determined that the Contractor has materially failed to comply with the conditions of the Contract.
 - a. The Department shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date.
 - b. Payments made to the Contractor or recoveries by the Department under Contract terminated for cause shall be in accord with the legal rights and liabilities of the parties.
 - 2. Termination for Convenience: The Department or the Contractor may terminate the Contract in whole or in part when both parties agree that continuation of the Contract would not produce beneficial results commensurate with future expenditure of funds.
 - a. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
 - b. The Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

- c. The Contractor shall prepare and deliver to the Department copies of the final report summarizing the work performed and the results obtained to date.

E. Records:

1. Access to Records: The Department, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcription.
2. Retention of Records: All records in the possession of the Contractor pertaining to this Contract shall be retained by the Contractor for a period of three (3) years beginning with the date upon which the final payment under this Contract is issued.

PART 9 - MEASUREMENT AND PAYMENTS

9.01 MEASUREMENT OF QUANTITIES

A. Article 1109.01 "Measurement of Quantities" is supplemented and modified as follows:

1. For the purpose of this project, Contract Quantities will be quantities determined by Contractor and submitted to Engineer as price breakdown within 30 days after the award of contract.

9.03 ADJUSTMENT IN CONTRACT PRICE

A. Article 1109.03 "Adjustment in Contract Price" is supplemented and modified as follows:

1. No adjustment in contract price shall be made unless the increase or decrease of quantity is due to an alteration of Contract Documents after the Contract is awarded.
2. Changes in contract resulting in a decrease in the Scope of the Work shall be computed on the basis of Contractor's price breakdown, and rebated to the Contracting Authority.
3. Additional work determined to be necessary but not covered by the Contract shall be computed on the basis of the price breakdown or as outlined in 1109.04, as applicable, and paid for by the Owner.

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9.10 SUBMITTAL REQUIRED BEFORE FINAL PAYMENT

- A. Article 1109.10 "Submittals Required Before Final Payment" is supplemented and modified as follows:
1. Submit to the Engineer or the DNR Construction Inspector all submittals required in Section 01300 before final payment can be made, unless otherwise specified.
 2. Other submittals may be required in other sections.

END OF SECTION 00811A

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY OF WORK:

- A. Work Covered by Contract Documents:

- 1. Name of the project is "Lake Darling SP 6 Sediment Ponds", Project No. 08-06-92-05. Drawings and Specifications are dated January 2009.
- 2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
 - a. This project consists of the construction of six sediment basins within the Lake Darling watershed and incidental work as required by the Plans and/or the DNR Construction Inspector.

- F. Occupancy:

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

1.04 MEASUREMENT AND PAYMENTS:

- A. Measurements and payments shall be in accordance with Section 01250 of these specifications.
- B. Before ordering any fabricated material or doing any work, verify all measurements at the project site. No additional compensation will be allowed because of difference between actual dimensions and the measurements indicated on the drawings. Report any difference immediately to the DNR for instructions before proceeding with the work.

1.06 COORDINATION:

A. Project Coordination:

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

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

1.07 FIELD ENGINEERING:

A. Provide such field engineering services as are required for a proper completion of the work.

1. Immediately upon entering project site for the purpose of beginning work:
 - a. Establish actual project location, set back and side yards, if any, with the DNR Construction Inspector.
 - b. Establish and maintain all lines and levels.

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

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

1.09 ABBREVIATIONS AND SYMBOLS:

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

AAMA	Architectural Aluminum Manufacturers Association
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
AIA	American Institute of Project Engineers
AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALS	American Lumber Standards
APA	American Plywood Association

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

1.13 PROJECT MEETINGS:

- A. Preconstruction Conference: Soon after award of contract and prior to the start of construction, attend a preconstruction conference with the representative of the Owner to define the requirements for contract administration and construction operation.
 - 1. Contact the DNR Construction Inspector, who will determine the time, date and place of the conference.
- B. Progress Meetings: The Contractor or the Contractor's representative shall be available at the job site to meet with the DNR Construction Inspector, as frequently and as arranged during the preconstruction conference, to discuss work progress.
 - 1. Give verbal report of progress, discuss work schedule, and present all conflicts, discrepancies and other difficulties for resolution.

1.16 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

- A. Definitions: Specific administrative and procedural minimum actions are specified in this section, as extension of provisions in other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Project Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security and protection provisions, and support facilities.
- B. General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.
- C. Temporary Utilities: The types of services required include, but not by way of limitation, water, sewerage, surface drainage, electrical power and telephones. Where possible and reasonable, connect to existing franchised utilities for required services; and comply with service companies recommendations on materials and methods, or engage service companies to install services. Locate and relocate services (as necessary) to minimize interference with construction operations.
 - 6. Sanitary Facilities:
 - a. Temporary Toilets: When such or permanent facilities do not exist, provide and maintain toilets for use by workers. Keep toilets in sanitary condition.
 - b. Temporary toilet facilities shall meet OSHA requirements.
- D. Security:
 - 1. Protection of Work and Property:
 - a. Place such barricades as may be necessary to prevent public access to the project site at no cost to the Owner.
- E. Options and Substitutions:
 - 1. Bid shall include all equipment, materials, and services as specified, noted on the Drawings or required for a complete and proper installation.

1.19 CONTRACT CLOSEOUT:

A. Final Cleaning:

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

F. Final Inspection:

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

END OF SECTION 01000

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 LUMP SUM / UNIT PRICE BID:

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

1.03 QUANTITIES:

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

1.04 MEASUREMENT:

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

1.05 SCOPE:

- A. Each item in the Bidder's Proposal Schedule of Prices will be paid at the unit or lump sum price. The price for each item shall be considered full compensation for furnishing superintendence, overhead, bonds, insurance, mobilization, testing and profit necessary to complete the construction of the item of the project listed in the Bidder's Proposal. It is not the intent of the Bidder's Proposal to itemize each and every item and system required. Items required for project completion and not specifically mentioned in Bidder's Proposal shall be included with items which they would be considered subsidiary.

1.06 ESTIMATED QUANTITIES:

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

END OF SECTION 01250

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

- A. Provide submittals required in this Section, refer to technical specification for submittal requirements for each section of the work to be performed.

1.03 PROGRESS SCHEDULE:

- A. Submit a project schedule to the Project Engineer for approval within 30 days after award of contract, but not later than the contract start date. The type of schedule required is at Contractor's option.
- B. Prepare an approved, reproducible form and include the following:
 - 1. Breakdown of work activities in categories so approved and segmented as necessary to allow close monitoring of progress of the work during construction.
 - 2. Order of the work necessary to meet time for completion.
 - 3. Breakdown of the work schedule of all subcontractors scheduled in cooperation with Contractor's work.
 - 4. Anticipated monthly value for work completed.
 - 5. Space for the additional display of actual performance on the schedule.
- C. After necessary revisions have been made and approved, present one print of schedule to each subcontractor and three copies to the Owner.
- D. Upon request, update the schedule to reflect changes required by actual conditions and indicate actual work completed. Provide same number of copies as required for original submission.
- E. Payment will be withheld until progress schedule in acceptable form has been received by Project Engineer.

1.04 PRICE BREAKDOWN:

- A. Within 30 days after award of contract, but not later than the contract start date, submit to the Project Engineer for approval a price breakdown of major lump sum bid items into smaller components for the purpose of determining monthly progress payments.
- B. Include profit and overhead prices in each item.
- C. Payment will be withheld until receipt of price breakdown.
- D. Provide breakdown as follows:
- E. Items listed above include, but are not limited to, the following:

1.05 SHOP DRAWINGS AND MANUFACTURER'S LITERATURE:

- A. Prior to installation of any item specified as requiring submittal, submit two (2) copies for Owner's use plus the number required for return to the Contractor, of manufacturer's literature containing detailed specifications and performance data, or shop drawings fully describing the items showing fabrication, layout, setting or erection details, including erection plan and details as required.
- B. Number all submittals consecutively . Re-submittals shall bear the original submittal number plus a letter suffix: Example - #30A is the first re-submittal of item #30; #30B is the second re-submittal, etc.
- C. Shop drawings used at site must be approved by the Project Engineer.
- D. Do not construe the approval of shop drawings to be a complete check. This approval will indicate only that the general method of construction and detailing is satisfactory. Approval of such drawings will not relieve the Contractor of the responsibility to comply with all terms and conditions of the plans and specifications. The Contractor shall be responsible for the dimensions and design of adequate connections, details and satisfactory construction of all work.

1.06 SAMPLES:

- A. Submit in Duplicate:
- B. Provide samples of sufficient size to permit an accurate appraisal of color, texture, finish, workmanship, and other appropriate characteristics.
- C. Submit samples with shop drawings when both are required.
- D. Field Samples and Mock-Ups:
 - 1. Erect mock-ups at location acceptable to the DNR Construction Inspector, at project site.

2. Construct each sample or mock-up complete to the dimension indicated, including work of all crafts required in finish work.

1.07 QUALITY ASSURANCE:

A. Coordination of Submittals:

1. Prior to submitting required material, carefully review and coordinate all aspects of each item being submitted.
2. Verify that each item and its submittal conform in all respects with the specified requirements.
3. Prior to sending submittals to Project Engineer, the stamp and sign each submittal, certifying that they conform in all respects with the specified requirements.

B. Substitutions:

1. The contract is based on the standards of quality established in the Contract Documents. Substitutions will be considered only when listed with the Project Engineer prior to the bid date, and when substantiated by Contractor's submittal of required data within 35 calendar days after award of contract.
2. The following products do not require further approval except for interface within the work:
 - a. Products specified by reference to standard specifications such as ASTM or similar standards.
 - b. Products specified by manufacturer's name and catalog model number for which another product is not substituted.
3. Do not substitute materials, equipment or methods unless such substitutions have been specifically approved in writing.

C. Or Equal:

1. Where the phrase "or equal," or "or equal as approved by the Project Engineer," occurs in the Contract Documents, do not assume that the materials, equipment or methods will be approved as equal unless the item has been specifically approved for this work by the Project Engineer.
2. The Project Engineer's decision shall be final.

1.08 RESUBMISSION REQUIREMENTS:

A. Shop Drawings:

1. Revise initial Drawings as directed and resubmit in accordance with submittal procedures.

2. Indicate on Drawings all changes which have been made in addition to those requested by the Project Engineer.
- B. Product Data and Samples: Resubmit new data and samples as specified for initial submittal.
- C. Make all re-submittals within 7 calendar days after date of Project Engineer's previous review.

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:

- A. Project Engineer will distribute copies of shop drawings and product data, after review, to:
1. DNR Construction Inspector (1 copy)
 2. Project Engineer's File (1 copy)
 3. General Contractor (remaining copies)
- B. Project Engineer will distribute samples in accordance with requirements.

1.10 CONTRACTOR RESPONSIBILITIES:

- A. Review shop drawings, product data, and samples prior to submission to the next level of control.
- B. Verify:
1. Field dimensions.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of:
1. The work.
 2. The contract documents.
 3. The work of other contractors.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by Project Engineer's review of submittals.
- E. Notify Project Engineer, in writing, of proposed deviations in submittals from contract requirements, prior to or at the time of submission.
- F. Contractor's responsibility for deviations in submittals from contract document requirements is not relieved by Project Engineer's review of submittals.
- G. Do not begin any work which requires submittals without having Project Engineer's stamp and initials or signature indicating approval.

1.11 REQUIRED SUBMITTALS:

- A. Include, but do not limit to, the following submittals:

<u>Spec. Section</u>	<u>Item Description</u>	<u>Shop Drawing</u>	<u>Product Data</u>	<u>Samples, Test Results or Certification</u>
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1.12 RECORD DRAWINGS:

- A. Provide and maintain at the project site, one complete set of prints of the project drawings. The drawings shall be kept in good, clean and readable condition.
- B. The project site drawings shall have neatly inscribed all changes in work including relocation of lines, valves and fixtures, change in type of materials, etc. Changes shall be noted with red pencil or red ink.
- C. Submit these corrected prints at time of final acceptance and prior to final payment. Note all data and changes on these record drawings in sufficient detail and clarity and provide information necessary for preparation of "as-built" drawings.
- D. Final payment will be withheld until a set of corrected prints of the record drawings has been received by the Project Engineer/DNR Construction Inspector.

1.13 GUARANTEES, WARRANTIES AND CERTIFICATES:

- A. Submit all guarantees, warranties and certificates prior to final payment.
- B. Refer to Section 01700 of these specifications.

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS:

- A. Submit all operating and maintenance instructions to the DNR Construction Inspector prior to final payment.
- B. Refer to Section 01700 of these specifications.

1.15 CHANGE ORDER PRICE QUOTES:

- A. In the event of the need for change order, the DNR Construction Inspector will request a price quote from the Contractor for proposed changes to the contract.
- B. For evaluation purposes, the Contractor's quote shall be broken down to show the costs of labor and materials for each proposed category of work included with the change, along with the total cost for Contractor's overhead, profit and bond for the proposed change.
- C. All contract time extensions required as a result of a proposed change must be justified and supported in detail at the time of the proposal.

1.16 TEST REPORTS:

- A. Refer to Section 01400 of these specifications.

1.17 DELIVERY TICKETS:

- A. Submit to the DNR Construction Inspector one legible copy of each delivery ticket for all material delivered to the construction site.
- B. The delivery ticket shall show brand name, catalog number and number of items received.

END OF SECTION 01300

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 WEATHER PROTECTION:

A. General:

- 1. Provide necessary protection against weather to maintain all materials, apparatus, fixtures, and work free from damage whether in shipment, in storage, or in place.
- 2. Do not perform wet work when temperature is below 40 degrees Fahrenheit or is forecast to be below 40 degrees Fahrenheit within the ensuing 48 hours, except when work is properly protected and sufficient heat is provided.

B. Heat Provision:

- 1. When heat is required for proper weather protection, provide temporary enclosures of work and acceptable means to provide sufficient heat to maintain a temperature of not less than 50 degrees Fahrenheit. Provide higher temperatures when required by these specifications.
- 2. Use only heating apparatus and fuels of approved safe types. Keep equipment and surroundings in a clean, safe condition. Use flame resistant tarpaulins and other materials for temporary enclosure of space. Use vented heaters only.

1.03 TEMPORARY UTILITIES:

A. Electricity, Lighting and Heating:

- 1. Provide such temporary service as may be required for construction purposes with required distributing facilities and meter.
- 2. Pay the cost of all electrical energy used on this part of the project until completion of the contract. If partial occupancy by the Owner occurs prior to completion, the Owner will pay proportional share of electrical energy used.
- 3. Provide light bulbs required for all temporary construction lighting and replace when necessary.

4. Use no temporary service material in permanent system without written approval of the Owner. When temporary electrical lines are no longer required, remove them and restore any parts of buildings or grounds damaged by such removal to original condition.
 5. Provide and maintain temporary lighting at barricades as required for safety.
 6. Provide any heating required by these specifications.
- B. Telephone:
1. Install a telephone on field office for the use of all persons working at the project site. Pay all charges for telephone service.
- C. Water:
1. Provide, protect, and maintain an adequate water supply for use on the project for construction purposes, either by means of the permanent water supply line or by installing a temporary waterline.
 2. Install, valve, maintain, and protect such water supply lines as may be required.
 3. Remove temporary lines when they are no longer required. Restore to original condition any part of grounds or buildings damaged by removal.
 4. Pay the cost of all water used on this portion of the project until final completion of the contract.
- D. Toilets:
1. Provide and maintain suitable, weather tight, painted sanitary toilet facilities for all workers during construction period. When toilet facilities are no longer required, promptly remove from site. Disinfect, clean or treat the area as required.
 2. Provide and maintain facilities in accordance with requirements of applicable local and state health authorities and OSHA.
 3. Keep all toilet facilities clean and supplied with toilet paper at all time.

1.04 OPERATION AND STORAGE AREAS:

- A. All operations of the Contractor (including storage of materials) upon premises shall be confined to areas authorized or approved by the DNR.
- B. Premises adjacent to the construction will be made available for use by the Contractor without costs whenever such use will not interfere with other uses or purposes.
- C. Do not enter on or occupy with personnel, tools, equipment, or material any ground outside the DNR's property without the written consent of the owner of such ground.

- D. Other contractors and employees or agents of the DNR may for all necessary purposes enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.
- E. Provide and maintain weather tight storage sheds for own use.
- F. Provide storage sheds with substantial floors raised a minimum of six (6) inches above the ground.
- G. Locate all storage sheds as approved by the DNR Construction Inspector.
- H. Completely remove from site after completion of work.

1.05 PROTECTION AND RESTORATION:

- A. General: Protect all structures, including walks, pipelines, trees, shrubbery, and lawns during the progress of the work; remove from the site all debris and unused materials; and, upon completion of the work, restore the site as nearly as possible to its original condition, including the replacement, at the Contractor's sole expense, of any facility or landscaping which has been damaged.

1.06 ACCESS ROADS:

- A. Temporary Roads and Storage Areas:
 - 1. Construct and maintain all temporary access roads and storage areas required. Locate and construct all roads, ramps, mats, storage areas, and similar items in a manner approved by the Owner and provide overall management of available site areas.
- B. Laws and Regulations:
 - 1. Observe all laws and regulations of the local, county, and state authorities in the use of all public roads and highways for the transportation of materials and equipment in connection with work on the project. Observe all overhead construction, bridges, cables, and the like. Repair damage to roads, highways, overhead construction and similar off-site items, resulting from operations in connection with this project.

1.07 WATER CONTROL:

- A. Carry on construction work in a manner that will direct surface water away from the structures and away from adjoining property.
- B. Provide own means of pumping, well pointing or otherwise maintaining excavations free from ground water encountered. Provide means of properly conveying such water off the construction site.

1.08 PARKING:

- A. Make necessary provisions for parking of all employees on the project within the site limits. Include necessary access roads and maintenance of all roads and parking areas during construction period.
- B. Park vehicles to avoid interference with normal construction activities and to avoid interference with Owner's operation.

1.10 SAFETY:

- A. Provide at least one non-freezing-type fire extinguisher in each workshop and shed used for storage of materials on the premises. Place in readily accessible location.
- B. Provide and maintain a basic first aid kit.
 - 1. Provide first aid supply commensurate with size of project with items necessary for first aid treatment of all injuries.
 - 2. Advise workers of the location of first aid supplies.
 - 3. Post telephone numbers of nearest hospital or ambulance service and fire station in conspicuous location. Advise all workers of location of telephone numbers.

END OF SECTION 01500

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: The work consists of furnishing all labor, material and equipment for the control and prevention of environmental pollution and damage as the result of construction operations under this Contract and for those measures set described herein, as indicated on the Drawings, specified herein, and as required for the construction of all work of this contract.
 - 1. Scope: The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.
 - 2. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract.
 - a. Confine activities to areas defined by the Drawings and Specifications.
- B. Related Sections: Drawings and General Provisions of the Contracts, including the General Covenants and Provisions, Supplementary Covenant and Provisions and General Requirements.
- C. Unit Prices: No separate or direct payment will be made for the cost of the work covered under this section, and such work will be considered as a subsidiary obligation of the Contractor.

1.02 REFERENCES:

- A. Provide protection of Air Resources in accordance with the following state and local codes and rules: Iowa Department of Environmental Quality Act, Oh. 455B of the 1977 Code of Iowa; Iowa Department Rules, 1973 I.D.R. 267 et seq.

1.03 DEFINITIONS:

- A. Environmental pollution and damage: For the purpose of this specification, environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural and/or historical purposes.

1.04 QUALITY ASSURANCE:

- A. Quality Control: Establish and maintain quality control for environmental protection of all items set forth herein.
 - 1. Record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.
 - 2. Assure compliance of subcontractors with this section.
- B. Regulatory Requirements:
 - a. Notification: The Project Engineer/DNR Construction Inspector will notify the Contractor in writing of any observed noncompliance with the aforementioned Federal, state or local laws, or regulations, permits and other elements of the Contractor's environmental protection plan.
 - b. After receipt of such notice, inform the Project Engineer/DNR Construction Inspector of proposed corrective action and take such action as may be approved.
 - c. If the Contractor fails to comply promptly, the Project Engineer/DNR Construction Inspector may issue an order stopping all or part of the work until satisfactory corrective action has been taken.
 - i. No time extensions shall be granted such suspension.
- C. National Pollutant Discharge Elimination System (NPDES): Provide a Notice of Intent (Form 1415) for application of a General Permit for Storm Water Discharge, file all necessary Forms and Drawings with the applicable Bureau of the DNR, and pay necessary application fees. (Required for sites of five acres or more)
 - a. For Storm Water General Permit Assistance: Contact (515)281-7017 or (515)281-8693 for information.
- D. Pollution Control Training: Train personnel in all phases of environmental protection.
 - 1. Include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, and installation and care of facilities to insure adequate and continuous environmental pollution control.

1.05 PROJECT/SITE CONDITIONS:

- A. Environmental Requirements:
 - 1. Protection of Land Resources: Prior to beginning construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area.

1.06 MAINTENANCE OF POLLUTION CONTROL FACILITIES:

- A. Maintain all constructed facilities and portable pollution control devices for the duration of the contract or for that length of time construction activities create the particular pollutant.

PART 2 - PRODUCTS

2.01 MATERIAL AND EQUIPMENT:

- A. Provide and maintain material and equipment necessary to perform the specified work.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Verification of Conditions: Prior to beginning construction, the Contractor shall identify all land resources to be preserved within the Contractor's work area.
- B. Limits of Work Area:
 - 1. Mark the areas that are not required to accomplish work to be performed under this contract.
 - 2. Mark or fence isolated areas within the general work area which are to be saved and protected.

3.02 PROTECTION OF LAND RESOURCES:

- A. Do not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, top soil, and land forms without special permission from the Contracting Authority.
- B. Do not fasten nor attach ropes, cables, or guys to any trees for anchorage unless specifically authorized.
- C. Where such special emergency use is permitted, provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs.

3.03 PROTECTION OF MONUMENTS AND MARKERS:

- A. Protect monuments and markers before and during construction operations.
- B. Where construction operations are to be conducted during darkness, the markers shall be visible.
- C. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary object.

3.04 PROTECTION OF LANDSCAPE:

- A. Clearly identify trees, shrubs, vines, grasses land forms and other landscape features to be preserved by marking, fencing, or wrapping with boards, or any other approved techniques.

3.05 LOCATION OF FIELD OFFICES, STORAGE AND OTHER CONTRACTOR FACILITIES:

- A. Place field offices, staging areas, stockpile storage, and temporary buildings in areas approved by the Project Engineer/DNR Construction Inspector.
- B. Do not temporarily move or relocate Contractor facilities unless approved by the Engineer/DNR Construction Inspector.

3.06 DISPOSAL OF SOLID WASTES:

- A. Place solid wastes in containers to be emptied on a regular schedule.
 - 1. Conduct handling and disposal to prevent contamination.
 - 2. Transport all solid waste off state property and dispose of in compliance with Federal, state, and local requirements for solid waste disposal.

3.07 DISPOSAL OF CHEMICAL WASTE:

- A. Store chemical waste in corrosion resistant containers, remove from the work area and dispose of in accordance with Federal, state and local regulations.

3.08 DISPOSAL OF DISCARDED MATERIALS:

- A. Handle discarded materials other than those which can be included in the solid waste category as directed by the Contracting Authority.

3.09 PRESERVATION AND RECOVERY OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES:

- A. Existing historical, archeological and cultural resources within the Contractor's work area will be so designated by the Department and precautions taken to preserve all such resources as they existed at the time they were pointed out to the Contractor.
- B. Install protection and assume responsibility for the preservation of these resources as designated on the Drawings, or if not designated as necessary for their preservation.
- C. Report any unusual items that might have historical or archeological value, found or observed during construction activities as soon as practicable to the DNR Construction Inspector.

3.10 PROTECTION OF WATER RESOURCES:

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters.
- B. Implement applicable management techniques to control water pollution in accordance with the listed construction activities which are included in this contract.
- C. Comply with detailed Project Plans for temporary erosion control procedures to be performed on this project.

3.11 PROTECTION OF FISH AND WILDLIFE RESOURCES:

- A. Keep construction activities under surveillance, management and control to minimize interference with, disturbance to and damage of fish and wildlife.
- B. List species that require specific attention along with measures for their protection prior to beginning of construction operations.

3.12 PROTECTION OF AIR RESOURCES:

- A. Keep construction activities under surveillance, management and control to minimize pollution of air resources. Perform or operate activities, equipment, processes, and work to accomplish the specified construction in strict accordance with the State of Iowa and all Federal emission and performance laws and standards.
- B. Implement special management techniques as set out below to control air pollution by construction activities.
 - 1. Control of Particulates: Control dust particles, aerosols, and gaseous by-products from all construction activities at all times, including weekends, holidays and hours when work is not in progress.
 - a. Maintain all work areas within or outside the project boundaries free from particulates which would cause the applicable air pollution standards to be exceeded or which would cause a hazard or a nuisance.
 - b. Sprinkling, chemical treatment of an approved type, light bituminous treatment, baghouse, scrubbers, electrostatic precipitators or other methods will be permitted to control particulates in the work area.
 - c. Sprinkling, to be efficient, must be repeated at such intervals as to keep the disturbed area damp at all times, The Contractor must have sufficient competent equipment available to accomplish this task.
 - d. Perform control of particulates as the work proceeds and when ever a particulate nuisance or hazard occurs.
 - 2. Control hydrocarbons and carbon monoxide emissions from equipment in accordance with Federal, State and local allowable limits at all times.

3. Control odors at all times for all construction activities.
4. Assume responsibility for monitoring of air quality throughout the entire areas affected by the construction activities.

3.13 PROTECTION OF SOUND INTRUSIONS:

- A. Keep construction activities under surveillance and control to minimize damage to the environment by noise.

3.14 MOSQUITO CONTROL:

- A. During dredging and due to large areas of shallow water in the disposal area, mosquito breeding must be controlled.
- B. Deposit dredge material to minimize stagnant water pools.
- C. Conduct nonaerial spraying or other methods of application of EPA approved chemicals to control mosquito breeding.

3.15 CLEANING:

- A. Post Construction Clean Up: Cleanup all areas used for construction.
- B. Restoration of Landscape Damage: Restore all landscape features damaged or destroyed during construction operations outside the limits of the approved work areas, in accordance with the plan submitted for approval by the Contracting Authority.

END OF SECTION 01560

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 CLEANING UP:

- A. Keep premises free of accumulation of surplus materials and rubbish from contractor and subcontractor operations.
 - 1. Remove all rubbish from premises.
- B. Remove rubbish weekly and at other times as required by the DNR Construction Inspector. Keep interior of building free at all times of unattended combustible rubbish.
- C. Immediately prior to final inspection:
 - 1. Clean all surfaces to condition acceptable for immediate occupancy.
 - 2. Remove all marks, stains, fingerprints, paint droppings, and other foreign matter from all finished items.

1.03 GUARANTEES, BONDS AND AFFIDAVITS:

- A. Submit all written guarantees, bonds and affidavits required to the Owner prior to final payment.
- B. Guarantees shall extend the full period of the required guarantee period after:
 - 1. Replacement of work found defective during guarantee period.
 - 2. Repair of inoperative items or adjustments to proper working conditions of items not operating properly at time of inspection at final completion.

1.04 RECORD DRAWINGS:

- A. Required prior to final payment. Refer to Section 01300. of these specifications. Submit to DNR Construction Inspector.

1.05 SHOP DRAWINGS:

- A. Refer to Section 01300 of these specifications.

1.06 TESTS:

- A. Complete all tests required to prove actual operating performance of equipment and systems incorporated into the project. Refer to Section 01400 of these specifications.
- B. Submit reports of all tests to the Owner prior to final payment.

1.07 MAINTENANCE AND OPERATING:

- A. Refer to Section 01730 of these specifications.

1.08 DAMAGE TO EXISTING STRUCTURES:

- A. Prior to final acceptance by the Owner, repair or otherwise return to original condition any parts of the existing facilities which have been damaged during construction.

1.09 FINAL INSPECTION:

- A. Request a final inspection in writing, at least ten days prior to the anticipated date of completion, from the DNR Construction Inspector.
- B. Work will not be considered ready for final inspection until all the work has been completed and the Contractor has certified that all items are properly operating and in strict compliance with the contract documents.
- C. The Contractor or his project supervisor shall be present at the job site during the final inspection.
 - 1. The DNR Construction Inspector will present the Contractor, after the final inspection, a list of any items not meeting contract requirements. This list will be confirmed in writing and all items listed must be made acceptable before final payment will be made.

END OF SECTION 01700