

IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL



**LAKE WAPELLO STATE PARK
SANITARY SEWER LINING
DAVIS COUNTY, IOWA**

“Or Equal” Provision:

Material specified herein by Brand Names and catalog numbers has been chosen to establish a quality level and it is not implied that only that brand is to be used in the Work of this Contract. The Architect will accept any products or material equal or superior to those specified provided that they meet all other specified requirements, subject to approval during the post bid submittal process. We have no provisions for a pre-bid approval process and, due to lack of personnel to handle such process, we will ignore such requests. Feel free to select and bid material you are certain are equal.

PREPARED BY

**IOWA DEPARTMENT OF NATURAL RESOURCES
ENGINEERING BUREAU
502 E. 9TH STREET, WALLACE STATE OFFICE BUILDING
DES MOINES, IOWA 50319-0034**

PROJECT NO. 15-05-26-02

Obtain complete sets of contract documents including Drawings, Specification, bid documents, bidders' list.... In electronic format at: www.beelineandblue.com

LAKE WAPELLO STATE PARK
SANITARY SEWER LINING PROJECT
DAVIS COUNTY, IOWA
PROJECT NO. 15-05-26-02

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Appendix A

Televising Report

END OF SECTION 00002

LAKE WAPELLO STATE PARK
SANITARY SEWER LINING
DAVIS COUNTY, IOWA
PROJECT NO. 15-05-26-02

CONSTRUCTION DRAWINGS - SHEET NO. 1 THROUGH NO.3 INCLUSIVE

Sheet No. 1 -- Cover Sheet
Sheet No. 2 -- Project Location
Sheet No. 3 -- General Notes
Sheet No. 4 -- Site Plan
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Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources, Engineering Bureau, at the Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319-0034 until **11:00 A.M., September 18, 2014** for the public improvement projects listed below, at which time they will be opened publicly. No bids shall be accepted by FAX. After the bid opening, information concerning bid results may be obtained by visiting the Department's website at www.iowadnr.gov.

Note: The United States Postal Service (USPS) does not deliver mail or packages directly to the address provided above but rather to the Capitol Complex Mail Room. Extra time should be allotted for proposals sent by the USPS. The Iowa Department of Natural Resources shall not consider bids if they are not received by the Department of Natural Resources, either at its mail room or at its Fourth Floor Reception Desk, by the time and date described in this Notice to Bidders, regardless of whether the bid was mailed prior to that time and date or whether the bid was received at the Capitol Complex Mail Room or other state government location prior to that time and date.

Note: Bids for this month shall be opened in 4th floor conference rooms (4E)

Project documents, including drawings, specifications, proposal forms and addenda items for the project are available at Beeline and Blue, at 2507 Ingersoll Ave., Des Moines, Iowa 50312. Please visit www.beelineandblue.com or contact (515) 244-1611 for more information. Alternatively, Bid Documents can be viewed or printed online at <https://programs.iowadnr.gov/engreal/projectlist.asp>

The Department shall comply with all public improvement procurement laws, as outlined in the plans and specifications and including but not limited to: Iowa Code chapter 26 related to public construction bidding; Iowa Code chapter 73 related to preferences; Iowa Code chapter 573 related to labor and materials on public improvements; rules promulgated by the Department of Administrative Services – General Services Enterprise as they may apply; rules promulgated by the Department of Natural Resources and the Natural Resources Commission, as they may apply; and any federal statutes, rules and/or executive orders that may be associated depending on funding sources. Bidders shall comply with these laws to be considered and are encouraged to be familiar with public improvement procurement requirements and the bidding documents before submitting a bid.

Each bidder shall accompany the bid with a bid security as defined in Iowa code section 26.8. The bid security must be in an amount set forth in the bidding documents and made payable to the Iowa Department of Natural Resources. Failure to execute a contract for the proposed work and file an acceptable Performance Bond in an amount equal to 100% of the contract price and a certificate of liability insurance within thirty (30) days of the date of the award of the contract will be just and sufficient cause for the rescinding of the award and the forfeiture of the bid security.

SPECIAL NOTICE TO CONTRACTORS

CONTRACTOR IS RESPONSIBLE FOR CONTACTING STATE STORMWATER PROGRAM COORDINATOR (515/281-7017) FOR INFORMATION RELATING TO STORM WATER PERMIT THAT IS NECESSARY IF CONSTRUCTION ACTIVITIES DISTURB ONE ACRE OR MORE.

Contractors are responsible for contacting the DNR Construction Inspector and arranging for an on-site review of the project.

Direct questions concerning the Project Design, Drawings and Specifications to:

Mike Hameed
Facilities Engineer
DNR Central Office
Des Moines, Ia. 50319
Ph: (515) 281-5728

Direct questions concerning Site Review and Project Inspection to:

Jason Kruse, District Inspector
Telephone: 515/250-3707

Direct questions concerning Bidding and Contract Procedures to:

Linda Miller, DNR Procurement
Wallace State Office Building
Des Moines, Iowa 50319-0034
Telephone: 515/281-3345

In accordance with House File 2622 implemented by Iowa Code Sections 442.42 (15) & (16) and 422.47.47(5), Contractors may purchase qualifying items for work on this contract exempt from sales tax. The DEPARTMENT will issue an authorization letter and exemption certificate to the prime contractor and each approved subcontractor." *Complete information on qualifying materials and supplies can be found at www.state.ia.us/tax, the Iowa Department of Revenue and Finance (IDRF) Web site. Links are found in the Business Taxes and Local Government categories. 701 IAC 19.1-20 is found in Tax Research/Tax Research Library.*

Recorded bid results can be accessed by calling 515/242-6720. Printed bid tabs will not be available for 3 working days after the Letting date.

Time and Date of Letting 11:00 AM, September 18, 2014

PROPOSAL

Project No. 15-05-26-02

Project Description and Location

**Sanitary Sewer Lining
Lake Wapello State Park
Davis County, Iowa**

Proposal of: _____
(Name of Bidder)

Located at: _____ () _____
(Address) (Area) (Telephone)

Amount of Proposal Guarantee	Specified completion date or Number of Working Days	Approx. or Specified Starting Date or Number of Working Days	Liquidated Damages Per Day
\$10,000.00	June 30, 2015	N/A	\$300.00

The undersigned hereby agrees, if awarded the contract, to execute the proposed contract and to furnish an approved performance bond in a amount not less than 100 percent of the contract award within 30 days after the date of approval of award of the contract, and to provide all labor, materials, and equipment required to complete the project designated above, for the price hereinafter set forth, in strict compliance with the contract documents prepared by the Iowa Department of Natural Resources.

The undersigned agrees, if awarded the contract, to commence the work within a reasonable time after the preconstruction conference or by the specific starting date, if so specified, and to complete the work within the contract period, or to pay liquidated damages in the amount stipulated herein for each calendar day the work remains uncompleted after the expiration of the contract period or any authorized reduction thereof.

A proposal guarantee in the amount stipulated herein is included with this proposal, to be forfeited to the Iowa Department of Natural Resources if the undersigned fails to execute the contract and furnish an approved performance bond, if awarded the contract.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa, and also, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country on projects in which there are no federal funds involved.

By _____
(Signed)

_____ Iowa Contractor Registration No.

_____ (Title) _____ (Date)

_____ Company Legal name.

_____ Phone Number _____ Fax Number

_____ FID/EIN/SSN

_____ Email address

THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTORIZED, OR THIS BID WILL BE REJECTED.

- AFFIDAVIT -

The signatory, being duly sworn, does depose and say that the undersigned is an authorized representative of:

_____ (Name of Firm)

Located at: _____

Hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge that said bidder has examined the drawings and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting; and that said bidder, or the agents, officers, or employees thereof, have not either directly or indirectly, entered into any agreement, participated in any collusion or fraud, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

_____ (Signed)

_____ Day of _____, 20 _____

_____ (Signed Notary)

My Commission Expires _____, 20 _____

SCHEDULE OF PRICES

Project Description and Location

Lake Wapello State Park, Sanitary Sewer Lining, Davis County, Iowa

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
1.	MOBILIZATION	LS		
2.	CIPP LINE SEWER PIPE, 8 INCH DIA	3232 LF		
3.	CIPP LINE SEWER PIPE, 6 INCH DIA	533 LF		
4.	POST IMPROVEMENT TELEVISIONING	3765 LF		
5.	DIG & REPLACE 4 INCH LATERALS WITH 4 INCH PVC SDR 35 PIPE	757 LF		
6.	MANHOLE CCCM INTERIOR LINING WITH EPOXY SEAL	170 VF		
7.	NEW CASTING FOR CCCM LINED MANHOLES	17 EACH		
8.	SERVICE LATERAL RECONNECTION	14 EACH		
9.	POINT REPAIR - 8 OR 6 INCH SEWER PIPE (Actual No. of pt. repairs to be determined in field by Engr. & pipe lining Contractor)	10 EACH		
10.	PLUG 4 INCH SERVICE LATERAL	1 EACH		
11.	SITE RESTORATION AND SEEDING	1 LS		
		TOTAL		

Bidder Acknowledges Receipt of Any Issued Addenda Below (Number and Date)

**SEWER LINING – LAKE WAPELLO STATE PARK
DAVIS COUNTY, IOWA**

PROJ. NO. 15-05-26-02

THIS AGREEMENT, made this _____ day of, _____ 20____ by and between the state of Iowa acting through the Department of Natural Resources hereinafter called the **DEPARTMENT** and:

located at

hereinafter called the **CONTRACTOR**

WITNESSETH: That the **DEPARTMENT** agrees to pay the **CONTRACTOR** the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein, and the **CONTRACTOR** agrees with the **DEPARTMENT** to commence and complete the project described as follows:

This project consists of rehabilitating 533 feet of 6” and 3232 feet of 8” gravity sewer mains and also replacing 757 feet of 4” laterals. The sewer line will be rehabilitated by cast in place lining of the pipe (CIPP) and by replacing several small lengths of broken pipe by point repair. All but one of the manholes will be repaired by centrifugally cast cementitious mortar lining (CCCM) and new casting.

For the Sum of:

Dollars (\$)

and all extra work in connection therewith, all in accordance with the terms and conditions herein contained: and to furnish at the **CONTRACTOR'S** own proper cost and expense, all material, equipment, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, ready for continuous operation, the above mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice to Bidders.
2. Instructions to bidders.
3. IDNR Standard Specifications and Current Supplemental Specifications
4. Project Specifications Including Addenda Number _____ Through _____
5. Drawings, Sheet Number 1 **Through** 5 Inclusive
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to IDNR Standard Specifications
11. Resident Bidder Preference Certification on Non-Federal-Aid Projects

The parties to this contract understand that time of completion of the work under this contract is the essence to the contract. The **CONTRACTOR** hereby agrees to commence work under this contract in accordance with Section 1108 of the IDNR Standard Specifications and to complete all the work by

JUNE 30, 2015

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of Three hundred Dollars \$ 300.00

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 of engineers and reviewers, clerk hire, interest charged during the period for delays and loss of use.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa, to hear, determine and render judgment as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to, the laws of the state of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in the day and year first above mentioned.

FOR THE DEPARTMENT:

Deputy Director

This contract was approved by the **NATURAL RESOURCES COMMISSION** at its meeting held on

(Date)

FOR THE CONTRACTOR:

(Signature and Title)

(Firm)

(Address and Zip Code)

Seal if by a Corporation:

Identification Number _____

Soc. Sec. No. _____

Or Fed. I. D. No. _____

PERFORMANCE BOND

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
of _____ as PRINCIPAL,
and _____
of _____ as SURETY(S),
are hereby held and firmly bound unto the state of Iowa in the penal sum of:

_____ Dollars \$ _____
for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered a certain contract, hereto attached, and made part hereof to the state of Iowa, acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, dated _____ for the _____
at _____ in _____ County, Iowa.

NOW THEREFORE,
the conditions of this obligation are such that, if the DEPARTMENT, shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the state of Iowa from all cost and damage which the state of Iowa may suffer by reason of the PRINCIPAL's default or failure to do so and shall fully reimburse and repay the state of Iowa all outlay and expenses which the state of Iowa may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in force and effect.

In the event that the PRINCIPAL is in default under this contract as defined herein, the DEPARTMENT shall by written notice inform the PRINCIPAL that this contract is in default. And may, at its option, without process or action at law:

- 1. Take over all or any portion of the work and complete it either by day labor or reletting the work. The DEPARTMENT may retain all material, equipment and tools on the work, at a rental which it considers reasonable, until the work has been completed.
- 2. Allow the surety to take over the work within fifteen (15) days and assume completion of said contract and become entitled to the balance of the contract price.
- 3. Allow the PRINCIPAL to complete the contract.

As required by Chapter of the Code of Iowa.

- 1. The PRINCIPAL SURETY(S) on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors, all just claims due them for labor performed or material furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price shall have been established as provided by law.
- 2. Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notices:
 - a. To any extension of time to the contractor in which to perform the contract.
 - b. To any change in the plans, specifications, or contract, when such changes does not involve an increase of more than 20 percent of the total contract price, and then only as to such excess increase.
 - c. That no provision of this bond or any other contract shall be valid which limits less than one year from the time of the acceptance of the work, the right to sue on this bond for defect in workmanship or material not discovered or known to the DEPARTMENT at the time such work was accepted.

**IOWA DEPARTMENT OF NATURAL RESOURCES
GENERAL COVENANTS AND PROVISIONS
SECTION NO. 00700
JANUARY 1993 (Revised 06/04/10)**

This section consists of the general provisions applying to all types of construction and maintenance as set forth in the following sections

- Part 1100. Definitions
- Part 1101. Instructions to Bidders
- Part 1102. Bidder Qualifications
- Part 1103. Award and Execution of Contract
- Part 1104. Scope of Work
- Part 1105. Control of Work
- Part 1106. Control of Materials
- Part 1107. Legal Relations and Responsibilities to the Public
- Part 1108. Prosecution and Progress
- Part 1109. Measurement and Payment

PART 1100. DEFINITIONS

1100.01 GENERAL

- A. Whenever in these specifications or in other contract documents, the following definitions, or terms or both, or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:
- B. In order to avoid cumbersome and confusing repetition of expressions in these specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer."
- C. The titles or headings of the sections and articles herein, or referred to on the plans, are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.
- D. Working titles and pronouns used for any person referred to in these specifications may be used with a masculine gender for the sake of brevity and are intended to refer to persons of either sex.

1100.02 DEFINITIONS OF ABBREVIATIONS

- A. Whenever the following abbreviations are used in these specifications or on the plans, they are to be construed the same as the respective expressions represented.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
ANSI - American National Standards Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society of Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society

AWWA - American Water Works Association
CFR - Code of Federal Regulations
DNR - Iowa Department of Natural Resources
DOT - Iowa Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specifications and Standards
IEES - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NECA - National Electrical Contractors Association
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NRC - Natural Resource Commission
SBC - State Building Code
UBC - Uniform Building Code
UL - Underwriters Laboratories, Incorporated
UMC - Uniform Mechanical Code
UPC - Uniform Plumbing Code
US - United States
USC - United State Code

B. Abbreviations may be used for materials and classes of work:

AC - Asphalt cement
ACC - Asphalt cement concrete
ATB - Asphalt treated base
BSC - Bituminous seal coat
BTA - Bituminous treated aggregate
CTG - Cement treated granular
PCC - Portland cement concrete
SAS - Soil-aggregate subbase
SLS - Soil-lime subbase

1100.03 DEFINITIONS OF TERMS

1. Acceptable Work - Work in reasonably close conformance with the contract requirements.
2. Addendum or Addenda - Changes, revisions, or clarifications of the specifications of contract documents which have been issued to prospective bidders, prior to the time of receiving bids.
3. Advertisement - The public announcements, publications, or solicitations as required by the Contracting Authority, inviting bids for work to be performed.
4. Approval of Award - The acceptance by the Contracting Authority of a bid.
5. Approximate Starting Date - A calendar day shown on the proposal on which it is anticipated, at the time of the letting, that conditions will be such as to permit the Contractor to commence work.
6. Assignment of Contract - The written agreement whereby the Contractor sells, assigns, or transfers his rights in the contract to any person, firm, or corporation.
7. Award - The execution of the contract.
8. Bidder - An individual, firm, corporation, or joint venture submitting a bid for the advertised work.
9. Calendar Day - Every day shown on the calendar.

10. Change Order - A written order to the Contractor, signed by the Engineer, ordering a change which has been found necessary in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contractor constitute authorized modifications of the contract.
11. Channel - A natural or artificial water course.
12. Chief Engineer - An engineer appointed by the Iowa Department of Natural Resources as the head of the Construction Service Bureau.
13. Classes of Work - The divisions made for the purpose of measuring and paying for labor to be performed or materials to be furnished according to the methods of construction involved, as indicated by the items for which bids have been received for each specific contract.
14. Commencement of Work - Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents and which require inspection, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available at the site, but his operations are prevented by weather or soil conditions.
15. Commission - The state Natural Resources Commission as constituted under the laws of the state of Iowa (which is the party of the first part in the contract, let in behalf of the State, of which these specifications are a part).
16. Commissioner - A member of the state Natural Resources Commission.
17. Contract (Also Contract Document) - The written agreement between the Contracting Authority and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the work, the furnishing of labor and materials, and the basis of payment. The contract includes the notice to bidders, proposal, contract form, and contract bonds specifications, supplemental specifications, special provisions, all items covered on the table of contents, plans, notice to proceed, and any change orders and agreements which are required to complete the construction of the work in an acceptable manner, including authorized extensions thereof, all of which constitute one instrument.
18. Contract Item (Pay Item) - A specifically described unit of work for which a price is provided in the contract.
19. Contract Period (Also Contract Time) - The number of working days or calendar days allowed for completion of the contract, including authorized time extensions. In case a calendar date of completion is shown in the proposal, in lieu of or in addition to the working days, the contract shall be completed by that date.
20. Contract Sum - The aggregate sum obtained by totaling the amounts arrived at by multiplying the number of units of each class of work, as shown in the contracts by the unit price specified in the contract for that class of work.
21. Contracting Authority - The governmental body, board, commission, or officer having authority to award a contract.
22. Contractor - The individual, firm, corporation, or joint venture contracting with the Contracting Authority for performance of prescribed work.
23. Contractor Registration - The registration number issued by the Division of Labor Service, in accordance with Chapter 91C of the Code of Iowa.
24. Deficient Work - Work not in reasonably close conformance with the contract requirements, or otherwise inferior, but in the opinion of the Engineer, reasonably acceptable for its intended use and allowed to remain in place.
25. Department of Economic Development - As defined in Chapter 15, Code of Iowa.
26. Department of Labor Services - As defined in Chapter 91, Code of Iowa.

27. Department of Natural Resources (Department)- The Department of Natural Resources, as defined in Chapter 455A, Code of Iowa.
28. Department of Revenue and Finance - As defined in Chapter 421, Code of Iowa.
29. Department of Transportation -The Department of Transportation, as defined in Chapter 307, Code of Iowa.
30. Director - The duly appointed executive officer for the Department of Natural Resources.
31. Drainage Ditch -An artificially constructed, open depression, other than a road ditch, which is constructed for the purpose of carrying surface water runoff .
32. Drawings (or Plans) - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, including modifications, altered plan, revisions, and amendments, which show the locations characters dimensions, and details of the work to be done.
33. Employee - Any person working on the project, mentioned in the contract of which these specifications are a party, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.
34. Engineer - The Chief Engineer, or other Engineer of the Contracting Authority, acting directly or through a duly authorized representative, such representative acting within the scope of the particular duties assigned, or of the authority given.
35. Equipment - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and tools and apparatus necessary for the proper construction and acceptable completion of the work.
36. Extra Work - Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in the surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.
37. Extra Work Order - A change order concerning the performance of work or furnishing of materials involving additional work. Such additional work may be performed at agreed prices, or on a force-account basis, as provided elsewhere in these contract documents.
38. Independent Contractor - Any persons firms or corporation who contracts with the Contractor to perform a service for which the basis of payment is in terms of units of service rather than salary or wages.
39. Inspector - An employee of the Contracting Authority and who is the authorized representative of the Engineer, assigned to make detailed inspections of any or all portions of the work, or materials included in the work.
40. Instruction to Bidders - The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of proposals.
41. Invitation for Bids - See Notice to Bidders.
42. Item -See Contract Item.
43. Joint Venture - Two or more individuals, firms or corporations combining any equipment, personnel or finances for the purpose of submitting a single bid.
44. Laboratory - The testing laboratory of the Contracting Authority, or any other testing laboratory which may be designated or approved by the Engineer.
45. Lands Acquired for the Work - The land area, reserved or secured by the Contracting Authority, upon which to construct the work, or where to obtain material therefrom.

46. Major Item of Work - Any contract item (Pay item) for which the original contract amount plus authorized additions is more than 10% of the total original contract sum or \$50,000 whichever is less.
47. Materials - Any substances specified for use in the construction of the project and its appurtenances.
48. Notice to Bidders - That portion of the contract documents, prepared and furnished by the Contracting Authority for the information of bidders submitting proposals, which notice specifies provisions, requirements, and instructions pertaining to the method, manner, and time of submitting bids.
49. Notice to Proceed - Written notice to the Contractor to proceed with the contract work including, when applicable, the date of beginning of contract time.
50. Official Publications - The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have been published in accordance with the statutes relating to them. Official publications area by statutes vested with all of the force and effect of contract obligations.
51. Owner - The state of Iowa, acting through the Iowa Department of Natural Resources as constituted under the laws of the state of Iowa.
52. Performance Bond - The bond executed by the Contractor and its surety in favor of the owner, guaranteeing the faithful performance of the contract and the payment of all debts pertaining to the work.
53. Plans (or Drawings) - The approved plans, profiles, typical cross sections, working drawings, and supplemental drawings, or exact reproductions thereof, including modifications, altered plan, revisions, and amendments, which show the locations characters dimensions, and details of the work to be done.
54. Project - One or more correlated improvements which constitute the complete improvement of a designated park, recreational reserve, state monument, lake, reserve, game area, fish hatchery, parkway, or other area under jurisdiction of the Department of Natural Resources.
55. Project Engineer - The representative of the Department of Natural Resources, regardless of actual title, directly in charge of the work.
56. Proposal - The formal offer of a bidders on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
57. Proposal Form - The approved form on which the Contracting Authority requires formal bids to be prepared and submitted for the work.
58. Proposal Guarantee - The security furnished by the bidder with his/her proposal for a projects as guarantee he/she will execute the contract for the work if the proposal is accepted.
59. Reasonably Close Conformity - Reasonably close conformity means compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances. Without detracting from the complete and absolute discretion of the Engineer to insist upon such working tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances, as reasonably close conformity, where they will not materially affect value or utility of the work and the interest of the State.
60. Right-of-Way - The land area, the right to possession of which is secured or reserved by the Contracting Authority for road purposes.
61. Road - A general term denoting a public way for vehicular travel, including the entire area within the right-of-way.
62. Shop drawings - See "working drawings".
63. Special Provisions - Additions and revisions to the standard and supplemental specifications covering conditions peculiar to an individual project, method and manner.

64. Specifications - The requirements contained herein and in any supplemental specifications, or special provisions applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract.
65. Specified Completion Date - The date specified in the proposal for completion of the work. After work has commenced or if the completion date is not specified, the last day of the contract period shall be the completion date.
66. Specified Starting Date - A calendar day shown on the proposal on which date commencement of the work is expected.
67. State - The State of Iowa acting through its authorized representative.
68. Station - One hundred lineal feet.
69. Subcontractor - Any individual, firm, or corporation to whom the Contractor, with the written consent of the Contracting Authority, sublets any part of the contract.
70. Superintendent - The Contractor's authorized representative in responsible charge of the work.
71. Supplemental Agreement - Written agreement between the Contractor and the Contracting Authority, modifying the original contract.
72. Surety - The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.
73. Targeted Small Business - Any enterprise, located in the state of Iowa, which is operated for profits under a single management, and which is 51 percent owned, operated, and actively managed by one or more women or minority persons, and has been certified by the Iowa Department of Economic Development.
74. Unacceptable Work - Work not in reasonably close conformance with the contract requirements and ordered to be removed and replaced.
75. Unauthorized Work - Work neither contemplated by the contract documents nor authorized by the Engineer, and work done contrary to the instructions of the Engineer.
76. Work - Work shall mean the furnishing of all labor, materials, equipment, and other incidentals, as detailed in the plans, specifications, and by the Engineer, necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.
77. Work Order - A written order, signed by the Engineer, of contractual status, requiring performance by the Contractor without negotiation of any sort, and which may involve starting, resuming, or the suspension of work. (Not to be confused with extra work order.)
78. Working Day - Prior to commencement of work, beginning on the date designated in the notice to proceed or beginning on the specified starting date, or as soon thereafter as provided in the specifications, a day other than Saturday, Sunday, or another recognized legal holiday. Any weekdays exclusive of Saturdays, Sundays, or a recognized legal holidays on which weather or other conditions not under control of the Contractor, will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work. If such conditions permit operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, 1/2 of a working day will be counted. The days counted will exclude Saturdays, Sundays, and recognized legal holidays the Contractor does not work, but will include Saturdays, Sundays, and recognized legal holidays the Contractor does work. Nonproductive work that does not require inspection may be done on Saturdays with no time charged. Working days will not be charged for the day before or after a holiday when the contract documents specifically prohibit work and the Contractor does not work. Working days will not be counted during periods of suspension of work ordered by the Engineer, except when the suspension is a result of a violation of terms of the contract.

79. Working Drawings - Stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data which the Contractor is required to submit to the Engineer for approval. Also referred to as "shop drawings". After approval by the Engineer the working drawings became a part of the plans.

PART 1101. INSTRUCTIONS TO BIDDERS

1101.01 GENERAL

- A. These instructions are intended to serve as a guide to the requirements with which the bidder must comply prior to and in submitting a proposal, including various "conditions" affecting the award of the contract. They do not in themselves inform the bidder of all the requirements that must be complied with under the contract.
- B. The time for bid openings shall be the prevailing Central Standard or Daylight Savings time in force at Des Moines, Iowa on the date set forth in the Notice to Bidders.
- C. Before submitting a bid, the bidder shall examine all the drawings and specifications enumerated in the table of contents of this project manual. The successful bidder will be required to do all the work that is shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete this contract.
- D. The bidder shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site, conditions of the actual job site, and the facilities for delivering, storing, placing, and handling of materials and equipment.
- E. Failure to visit the site or failure to examine any and all contract documents will not relieve the successful bidder from the necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work, in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for delay in the work or additional compensation.

1101.02 DRAWINGS AND SPECIFICATIONS

- A. The drawing and specifications, which are part of this contract, are enumerated in the table of contents of this project manual.
- B. It is the responsibility of the bidder to examine the plans, proposal form, specifications, supplemental specifications, special provisions, the site of the works and the state of the work of other contractors on the project to assure that all requirements of the contract and the plans are fully understood. It is the bidder's responsibility to satisfy herself/himself as to the nature of the work and all reasonably ascertainable conditions that may affect his/her performance under the contract.

1101.03 INTERPRETATION

- A. Nonverbal explanation or instructions will be given in regard to the meaning of the drawings or specifications during the bid period. Bidders shall bring all inadequacies, omissions, or conflicts to the Engineer's attention, at least ten days before the date set for the bidding. Prompt clarification will be supplied to all bidders of record by addendum.
- B. Neither the Department of Natural Resources nor the Engineer will be responsible for verbal instructions.
- C. Failure to request clarification or interpretation of the drawings and specifications will not relieve the successful bidder of responsibility. Signing of the contract will be considered as an implicit indication that the Contractor has thorough understanding of the scope of the work and comprehension of the contract documents.

1101.04 CONTENTS OF PROPOSAL FORMS

- A. Bidders will be furnished with proposal forms stating the location and description of the proposed work, the approximate quantities of work to be performed or materials to be furnished, the form and amount of the required proposal guarantee, and the contract period.
- B. The statement, "By virtue of statutory authority, preference will be given to products, provisions grown and coal produced within the state of Iowa where applicable," which is on the face of the proposal form shall not be applicable to contracts involving Federal-aid participation in construction.
- C. The following bidding and letting regulations shall apply to all construction projects for which the Department receives bids.
 - 1. Contracts will be recommended for approval for award on the basis of the greatest total savings in the public interest. The determination of which projects are to be awarded will be based on the approval by the appropriate Commission or other contracting agency.
 - 2. Contractors shall not be permitted to tie projects or to designate on the bidding proposal the limit of the amount they will accept.

1101.05 PREPARATION OF PROPOSALS

- A. Only signed proposals, submitted on forms furnished by the Contracting Authority, will be considered, and the bidder will be assumed to have familiarized himself with the requirements of all applicable contract documents. To insure consideration, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and shall also show the products for the respective unit prices and quantities, written in figures in the column provided for the purposes and the total amount of the proposal obtained by adding the amounts of the several items. All the unit price figures shall be in ink or typed. If there is a discrepancy between unit bid prices, extensions, or total amounts of bid, the unit bid prices shall govern.
- B. If the proposal is made by a partnership or corporations the name of the partnership or corporations its agents and its principal place of business shall be shown. The proposal shall be signed by an authorized agent of the partnership or corporation.
- C. If the proposal is made on the basis of a joint bid, the proposal shall be signed by each of the joint bidders, or in the case of a firms partnerships or corporations by an authorized agent for such firms partnerships or corporations and the principal place of business for each shall be shown.
- D. For work let by the DNR, the sworn affidavit on the proposal shall be executed by the bidder of an agent thereof, on behalf of each person, firm, association, partnership, or corporation submitting a proposals certifying that such person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreements participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contracts and is not under debarment currently by the Federal government for a criminal violation which is reasonably related to bidding and contracting procedures.
- E. The attention of the bidders for the work covered by a proposal and referred to as this work, is directed to the fact that contracts for work other than the work covered in this proposal may have been awarded, are being advertised for letting on the same date as this work, or may be awarded in the future.
- F. Completion of work covered by this proposal may be contingent upon certain work covered by other contracts being performed on the project in advance of this work, likewise, completion of work covered by other contracts may be dependent upon completion of work covered by this proposal.
- G. The contract documents will list types of work involving other contracts anticipated to be let on the same letting date or same time within the contract period anticipated for this work. The contract documents will also list other governmental agencies, railroads, utilities, or other parties who will have work with which it is known that this work must be coordinated.

- H. The bidder is expected to be familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding that work which may affect his/her bid or his/her performance under this contract.
- I. Cooperation and coordination of all contractors and other agencies authorized to do work on the project will be required.
- J. The bidder for this work acknowledges these facts and agrees that it is in the public interest to have the work of certain contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate his work with that of other contractors or agencies to the mutual interest of all parties doing work on the project, whether by contract with the State, County, or City or necessary work being done by governmental agency or utility force.
- K. By the submission of a bid on this works the bidder acknowledges and agrees that an investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated.
- L. In the event disputes arise between contractors or other agencies, or both, doing work on the project as to their mutual rights or obligations, the Contracting Authority or its authorized representative will, when requested to do so or upon his own motion, act as referee and define the rights of all interested parties with regard to the conduct of the work, which decision shall be final as provided in 1105.01.
- M. If a prospective bidder, for a project for which the Department is the Contracting Authority, is in doubt as to the true meaning of any part of the contract documents, he may submit to the Contracting Authority a request for additional information, explanations, or interpretations. Interpretations may be in the form of an addendum to the proposal. The Contracting Authority will not be responsible for any information, explanation, or interpretation from any other source.

1101.06 IRREGULAR PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
 - 1. If on a form other than that furnished by the Contracting Authority, or if the form is altered or any part thereof is detached.
 - 2. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 - 3. If the bidder adds any provisions reserving the right to accept or reject an award because he is low bidder on another project in the same letting,
 - 4. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award.
 - 5. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Contracting Authority,
 - 6. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items.

1101.07 ESTIMATE OF QUANTITIES

- A. For all work let on a unit price basis, the Engineer's estimate of quantities, as shown in the notice to bidders and the proposals is understood to be approximate only, and will be used only for comparing bids except as otherwise provided in the basis of payment for the various classes of work.

1101.08 SUBMISSION OF PROPOSALS

- A. All proposals shall be submitted on the standard proposal form prepared specifically for this projects an example of which is bound in this specification volume. One separate, unbound copy of the standard proposal forms which has been specifically prepared for this projects is supplied by the Department of Natural Resources with the contract documents. Only proposals which are submitted on this form will be considered.
- B. One copy of the proposal shall be submitted.
- C. No proposal for any subdivision or any subclassification of the work , except as indicated, will be accepted. Any conditional bid, amendment to the proposal form, or the inclusion of any correspondence, written or printed matter, or details of any essential provision of the contract documents, or required consideration of unsolicited material or data in determining the award of the contracts will disqualify the proposal.
- D. The bid amounts shall be inserted in the spaces provided on the proposal form, setting forth clearly and concisely, all designations and prices. Erasures or other changes on the proposal form must be explained or noted over the signature of the bidder.
- E. Addenda issued during the time of bidding shall become part of the contract documents. Bidders shall acknowledge receipt of each addendum in the appropriate space provided on the proposal form. If no addenda are issued, the word "none" is to be entered in the space provided.
- F. When samples are required, they must be submitted by the bidder so as to arrive at the designated office prior to the hour set for opening the proposals. Samples shall be furnished free of expense to the Department of Natural Resources, properly marked by identifications and accompanied by a list when there is more than one sample. The Department of Natural Resources reserves the right to mutilate or destroy any samples submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the bidder's expense, if such return is requested in the proposal.
- G. All proposals must have the affidavit portion of the proposal completed and notarized affirming that the bidder is not guilty of collusion or fraud in connection with his proposal.
- H. All proposals must state the full business address of the bidder and be signed with the bidders usual signature. Proposals by partnerships must state the full names of all partners and must state the name of the partnership followed by the signature and designation of one of the members of the partnership or an authorized representative. Proposals by corporations must state the legal name of the corporation and the name of the state of incorporation followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation to the proposal. Contractors are required to include the Iowa Contractors registration number assigned to them by the Iowa Division of Labor Services. The name of each person signing the proposal shall be typed or printed below the signature.
 - 1. A proposal by a person who affixes to their signature the word "president", "secretary", "agent", or any other designation without disclosing their principals may be held to be the proposal of the individual whose name is signed thereon. When requested by the Department of Natural Resources, satisfactory evidence of the authority of the officers signing in behalf of the corporation shall be furnished.
- I. The proposal, with the proposal guarantee, must be securely sealed in the special envelope furnished by the Department of Natural Resources with the contract documents, and plainly marked as to its contents on the outside of the envelope. The bidder shall be responsible for the sealed envelope being delivered to the place designated for the bid opening on or before the date and time specified in the notice to bidders. The officer whose duty it is to open the proposal will decide when the specified time has arrived. Proposals received thereafter will not be considered and will be returned unopened.
- J. No bidder shall submit more than one proposal for identical work for the same project.

1101.09 WITHDRAWAL OF PROPOSALS

- A. Proposals may be withdrawn by written or telegraphic request received from the bidder or authorized representative prior to the time fixed for opening of bids, without prejudice to the right of the bidder to file a new proposal. No proposals may be withdrawn by telephone request. Withdrawn proposals will be returned unopened. Negligence on the part of the bidder in preparing the proposal confers no right for withdrawal of the proposal after it has been opened.

1101.10 TAXES

- A. The bidder shall include in the proposal all applicable federal and state taxes required by law. See Sales Tax Exemption below.
- B. For the purposes of retail sales tax and use tax, general construction contractors, special construction contractors, and construction subcontractors are regarded as consumers or users of all tangible personal property which they purchaser acquire, or manufacture for use in complying their respective construction contracts.
- C. Iowa retailers making sales, within the state of Iowa, of tangible personal property to a construction contractor for such use, are making sales at retail, the receipts of which are subject to retail sales tax. This means that a construction contractor should pay retail sales tax to his Iowa suppliers when purchases of tangible property are made within the state of Iowa. If a Contractor uses tangible personal property in completing the constructions which the Contractor has manufactured or fabricated, the tax will be 5% of the cost of manufacture.
- D. This likewise means that any construction contractor purchasing, acquiring, or manufacturing tangible personal property outside the state of Iowa, for such use in Iowa, owes use tax on such out-of-state purchases, measured at the rate of 5% of the purchase prices or in the case of a product manufactured by the Contractor, the Contractor owes 5% of the cost of manufacture.
- E. The use tax is to be paid by the Contractor directly to the Iowa Department of Revenue and Finance, using the retailers sales and use tax return, unless the out-of-state vendor from whom purchased is registered with the Use Tax Section of the Iowa Department of Revenue and does bill and collect the Iowa Use Tax for the state.
- F. In accordance with Iowa Code Section 442.42 (15) & (16) and 422.47 (5), the DEPARTMENT will issue a Sales Tax Exemption Certificate to CONTRACTOR and each approved contractor which will permit the material suppliers to sell material which will becomes an integral part of the structure exempt from Iowa sales tax and some applicable local option taxes and school infrastructure local option sales taxes.
- G. The CONTRACTOR is responsible for keeping records identifying the materials and supplies purchase and verifying they were used as an integral part of the structure governed by this Contract. Any material purchased tax free and not used on this project are subject to taxes payable within the same quarter as the project completion date.
- H. The Sales Tax Exemption Certificate must not be used to claim exemption for tax items not used on this project or thst do not qualify for exemption under the provisions of the Iowa Code Sections listed above. Such misuse will result in civil or criminal penalties.
- I. Bidders should enticipate that the sale and use tax could increase the cost of non-exempted services and material by at least 5% andmake the necessary llowance before submitting a bid.
- J. The Department will reclaim sales taxes, after receiving a Contractor's Statement of Sales Tax for those projects for which a Tax Exemption Certificate was not issued.

1101.11 WORK BY THE DEPARTMENT OF NATURAL RESOURCES

- A. Unless specifically provided in the contracts the Department of Natural Resources will not furnish any labor, materials, or supplies necessary to complete the work under this contract.

1101.12 PREFERENCE FOR LABOR AND MATERIALS

- A. The Contractor shall observe all of the laws of the state of Iowa with regard to preference for labor and materials, except that preference for Iowa labor and materials shall not apply when federal funding is to pay for any part of the project. When a project is federally funded it is indicated in the notice to bidders.

1101.13 PROPOSAL GUARANTEE

- A. All proposals submitted by bidders must be accompanied by a proposal guarantee in the form of a certified check, cashier's check, or a proposal guarantee bond prepared on the standard proposal guarantee bond form furnished to the bidder by the Department of Natural Resources, an example of which is bound in this specification volume.
 - 1. The proposal guarantee shall be made payable to the Department of Natural Resources in the amount specified in the notice to bidders and on the proposal form.
 - 2. If the bond form is utilized in lieu of certified check or cashier's checks it must be executed by a surety company authorized by the Commissioner of Insurance for the state of Iowa to do business in Iowa and which has filed its certificate of authority with the Clerk of Court. One copy of the proposal guarantee bond form is furnished by the Department of Natural Resources with the contract documents. Only one executed copy must be submitted with the bid proposal.
- B. Any bid which is not accompanied by a proposal guarantee will be considered no bid and will not be read at the bid opening.
- C. All proposal guarantees submitted by unsuccessful bidders will be returned as stated in Section 1103.03 of the General Covenants and Provisions.

1101.14 AWARD OF THE CONTRACT

- A. Award of this contract will be at the place and at the time of the first regularly scheduled meeting of the appropriate commission of the Department of Natural Resources following the opening of the proposals, except for reasonable delays as provided in Section 1103.02 of the General Covenants and Provisions.
- B. The Department of Natural Resources reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which will best serve the interests of the state of Iowa.
- C. If, at the time this contract is to be awarded, the lowest proposal submitted by a qualified responsible bidder is in the best interest of the state of Iowa, the contract will be awarded, and the bidder to whom the award is made will be promptly notified after the Department of Natural Resources meeting.

1101.15 EXECUTION OF THE CONTRACT

- A. The successful bidder shall, within thirty calendar days after the date of the award of the contract, enter into a written contract with the Department of Natural Resources on the forms furnished by the Department for the performance of the awarded work.

1101.16 PERFORMANCE GUARANTEE BOND

- A. Simultaneously with delivery of the signed contracts, the Contractor shall furnish a performance guarantee bond prepared on the standard performance guarantee bond form furnished to the Contractor by the Department of Natural Resources, an example of which is bound in the specification volume.
 - 1. The bond must be executed by a surety company authorized by the Commissioner of Insurance of the State of Iowa to do business in Iowa and which has filed its Certificate of Authority with the Clerk of Court.

2. A copy of the performance guarantee bond form will be attached to a copy of the contract furnished by the Department of Natural Resources to the Contractor after award of the contract. One executed copy of the bond must be returned to the Department of Natural Resources with the signed contract, one copy of the bond may be retained by the surety company for its own records.

1101.17 CERTIFICATE OF INSURANCE

- A. On or before execution of the contracts the Contractor shall furnish to the Department of Natural Resources a certificate of liability and property damage insurance.
 1. The bidder is directed to examine the insurance coverage limits section of this specification volume to determine the coverage limits which apply to this project. Insurance certificates furnished to the Department of Natural Resources showing inadequate limits of coverage will be rejected, thus delaying final execution of the contract. See Sections 1103.04, 1107.02, and 1107.03 of the General Covenants and Provisions.

1101.18 COMMENCEMENT AND COMPLETION

- A. The Contractor shall not commence work before the preconstruction meeting to be held after execution of the contract by all parties. The Contractor will be responsible for contacting the project Inspector to set up a time for the preconstruction meeting at the project site.
- B. The Contractor must agree to complete the work by the date specified, or within the number of working days indicated if so specified in the contract. Should it be found impossible to complete the work on or before the time specified for completion, a written request may be submitted for a time extension, setting forth the reasons believed to justify the granting of such requests.

PART 1102. BIDDER QUALIFICATIONS

1102.01 COMPETENCY AND OF BIDDERS

- A. Bidders submitting proposals must be recognized contractors, engaged in the class of work provided for in the plans and specifications, and must possess sufficient resources to complete the work. Before the contract is awarded, the bidder may be required to furnish evidence to the satisfaction of the Contracting Authority of the ability to perform and complete the contract.

1102.02 QUALIFICATIONS OF THE BIDDER

- A. Before award of the contract can be approved, the Department of Natural Resources shall be satisfied that the bidder involved:
 1. Maintains a permanent place of business.
 2. Has adequate equipment to do the work properly and expeditiously.
 3. Has suitable financial status to meet the obligations incident to the work.
 4. Has appropriate technical experience.
 5. Has satisfactorily completed past projects.
 6. Is not ineligible due to discrimination in employment.
- B. The Engineer will make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Engineer all such information and data for this purpose as the Engineer may request.
 1. The Department of Natural Resources reserves the right to reject a bid if the evidence submitted by, or an investigation of, such bidder fails to satisfy the Department of Natural Resources that the bidder is responsible and qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- C. Targeted small business set-aside projects.

1. All contractors submitting proposals for set-aside projects shall meet the "Targeted Small Business" definitions and be capable of being certified by the Department of Economic Development within thirty (30) days after the bid letting date. Failure of the low bidder to become certified within this time will be just and sufficient cause for the denial of the award.
2. Contractors eligible for "Targeted Small Business" designation but not currently certified as such by the Department of Inspections and Appeals, should do so immediately by contacting the Targeted Small Business Officer, Lucas State Office Building, Des Moines, Iowa 50319 -0083.

1102.03 REDUCTIONS IN BIDDER QUALIFICATIONS RESTRICTIONS

- A. The requirements and conditions for bidder qualifications may be reduced by the Contracting Authority either for contractors who have well established performance records in other fields or for contractors having adequate financial responsibility and experienced supervisory personnel available for the work that is under consideration or for both the above reasons.
- B. Likewise, the requirements may be modified by the Contracting Authority for newly formed or reorganized firms or corporations whose basic organization is composed of individuals who are veterans of the construction industry, with proven records of satisfactory performance in the field in which they have elected to bid, provided, however, that they have adequate financial responsibility, equipment, and available experienced supervisory personnel.

1102.04 IMPOSITION OF INCREASE IN BIDDER QUALIFICATION REQUIREMENTS, SUSPENSIONS AND DISQUALIFICATION

- A. The requirements and conditions for bidder qualification in 1102.01 may be imposed or re-imposed or increased, or a contractor may be suspended or disqualified.
- B. The requirements and conditions for qualifications of a contractor may be imposed or re-imposed or increased if or when:
 1. The Contractor seriously delays commencement or completion of any work within the contract period or any extension thereof under circumstances that would normally give rise to a right of the Contracting Authority for liquidated damages or declaration of defaults or;
 2. The Contractor does any act or omits doing or performing any act which, in the judgment of the Contracting Authority, evidences a material change in the contractor's financial responsibility or work capability where, in the judgment of the Contracting Authority, the same will materially prejudice the contractor's ability to successfully prosecute such public improvement contracts, or he knowingly submits false information concerning prequalification, or;
 3. The Contractor takes or fails to take any action which the Contracting Authority deems to warrant an imposition of increase in bidder qualification requirements.
- C. A contractor may be suspended from bidder qualification if or when:
 1. The Contractor continually fails or refuses to remove and replace materials or work found by the Engineer not to be in reasonably close conformity with the contract documents or to correct such material or work so as to cause such materials or finished product to be reasonably acceptable work, or;
 2. The Contractor continually and, in the judgment of the Engineer, without good cause therefor, fails to carry on the work in an acceptable manner, or refuses to comply with a written order of the Engineer within a reasonable time, or;
 3. The Contractor fails to perform with his own organization the work as required in 1108.01, or otherwise assigns or disposes of work or the contract or any part thereof without approval of the Contracting Authority, or;

4. The Contractor forfeits a proposal guaranty and fails to enter into the contract upon an offer of award by the guarantee Contracting Authority in response to a prior advertisement for bids for the same project for which award is currently being considered, or;
 5. The Contractor fails to comply with nondiscrimination requirements of the Standard Specifications or special provisions, or;
 6. The Contracting Authority deems a suspension is appropriate for reasons stated in Paragraph A, above.
 7. The Contractor is debarred from doing work for the federal government.
 8. The Contractor knowingly submitted false or misleading information concerning qualifications.
- D. A suspension is intended to be for an indefinite period of time or, in the case of Paragraph C4, for a specific project. A suspension shall continue until the contractor resolves, to the satisfaction of the Contracting Authority the problem for which the suspension was made.
- E. A contractor may be disqualified from bidder qualification if or when:
1. Currently debarred by some other state or Federal agency, or;
 2. Subcontracts, employs, or otherwise uses services, for work of the Contracting Authority, of one who is debarred by the Contracting Authority or disqualified according to Paragraph 1, except to fulfill agreements for work on existing contracts, or;
 3. Is convicted of or pleads guilty or nolo contendere to a charge of engaging in any conspiracy, combination, or other unlawful act in restraint of trade or of similar charges in any Federal court or a court of this or any other state, or;
 4. Has offered or given gifts or gratuities to employees of the Contracting Authority in violation of State law or has had as his employee a person who was at that time also an employee of the Contracting Authority, or
 5. The Contracting Authority deems a disqualification is appropriate for reasons stated in Paragraph C. above.
- F. A disqualification is intended to be for a specified time. A disqualification shall not exceed 36 months. The Contracting Authority will issue a written notice of any intent to disqualify or suspend a contractors except when suspended for a specific project according to Paragraph C4.
- G. Should the Contractor believe that the increase in bidder qualification requirements, intended suspensions or intended disqualification is based on false, biased, or incomplete information or that the increase or intended action is severe or unwarranted, the Contractor may make a written request to the Contracting Authority for an opportunity to be heard in a contested case pursuant to Chapter 17A, Code of Iowa.
1. If notice is given, the written request for a hearing must be filed with the Contracting Authority within 10 days of receipt of the notice of intended agency action.
 2. If the basis of the intended disqualification is a criminal violation which is reasonably related to bidding and contracting procedures, the intended disqualification may be applied to the organization, including a person, firm, association, partnership, or corporation, to an affiliated officer, representative, or employee thereof, and to any other such organization in which the organization or affiliate or the officer, representative, or employee has an interest as either officer or owner.
- H. When a notice is given or when any action is contested, the Contracting Authority will issue a notice of the final action taken.

1102.05 FOREIGN CORPORATIONS

- A. Before entering into a contract involving construction or maintenance work, corporations organized under the laws of any other state shall file with the Contracting Authority a certificate from the Secretary of State

of the State of Iowa showing that they have complied with all of the provisions of Chapter 404 Code of Iowa, governing foreign corporations. For contracts involving only the furnishing of materials, the foregoing requirement does not apply.

- B. When a contract not involving federal-aid participation for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference over a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident.
- C. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable to bidders from that state or foreign country.
- D. Any joint venture that includes a nonresident bidder will be considered nonresident, and the preference rule will be used.

1102.06 INCOME TAX DEDUCTION ON NON-RESIDENT CONTRACTORS

- A. Each nonresident person or firm doing business as an individual and each nonresident co-partnership will be required, as precedent to receiving an award, to file a certificate issued by the State Tax Commissions as provided in Section 422.17, Code of Iowa, releasing the Contracting Authority from withholding any and all sums required by the provisions of Section 422.17, Code of Iowa.

PART 1103. APPROVAL FOR AWARD AND AWARD OF THE CONTRACT

1103.01 CONSIDERATION OF BIDS

- A. The Contracting Authority reserves the right to waive technicalities and to reject any or all proposals. Bidders may be denied a contract award for any one of the following reasons:
 - 1. For failure to meet the Contracting Authority's requirements for qualification of bidders, as set forth in Section 1102.02 and in the special provisions for the project.
 - 2. For failure to maintain satisfactory progress on work already under contract.
 - 3. For failure to meet promptly financial obligations undertaken in connection with other work under contract.
 - 4. For filing more than one proposal at any letting for the same work under the same or different names.
 - 5. For an unsatisfactory record of performance and cooperation on previous contracts.
 - 6. For submitting an obviously unbalanced bid.
 - 7. For having sublet or otherwise assigned work without the approval of the Contracting Authority.
 - 8. For forfeiture of a proposal guarantee and failure to enter into contract upon an offer of an award by the Contracting Authority in response to a prior advertisement for bids for the same project or any combination of projects involving the project for which award is currently being considered.
 - 9. For failure to file and maintain with the Contracting Authority a current Certificate of Insurance meeting the requirements of 1107.02.
 - 10. For failure to provide a current Iowa contractor's registration number according to the provisions of Chapter 91C of the Code of Iowa.

1103.02 APPROVAL FOR AWARD

- A. In the approval for award of contracts consideration will be given not only to prices bid but also to the mechanical and other equipment available to the bidders the financial responsibility of the bidders and his ability and experience in performance of like or similar contracts.
- B. Approvals for award will be made as promptly as practical after bids have been opened and read. The Contracting Authority reserves the right to delay the approval for award for such time as is needed for consideration of bids and for receipt of concurrence in recommended approvals for award from other governmental agencies whose concurrence may be required.

1103.03 RETURN OF PROPOSAL GUARANTEE

- A. Proposal guaranties will be returned to the unsuccessful bidder by mail promptly after the approval for award has been made. Return to the successful bidder will be made promptly after the filing of the contract documents.

1103.04 CERTIFICATE OF INSURANCE

- A. The Contractor's certificate of liability and property damage insurance described in 1107.02 shall be filed with the Contracting Authority on or before the execution of the contract and shall be maintained throughout the prosecution of the work and until final acceptance and completion of the contract. A separate verification shall be required for contracts awarded on the basis of joint bids.

1103.05 REQUIREMENT OF CONTRACT BOND

- B. In compliance with Section 573 of the Code of Iowa, the Contractor shall, at the request of the Contracting Authority, on all contracts amounting to five thousand (\$5,000.00) dollars or more, file an acceptable bond in an amount not less than 100 percent of the contract sum with the Contracting Authority.
 - 1. The bond shall be executed in quadruplicate on the standard form of the Contracting Authority. This bond shall be held to cover all work included in the contracts whether performed by the Contractor or under a subcontract or assignment. The bond shall be executed by the Contractor and by a surety company authorized to do business in the state of Iowa.
 - 2. The Contractor shall not begin work on any contract before he is notified, in writing, that the required bond has been approved and accepted, or until the signed contract is returned to him.
- C. Prime contractors that are certified through Iowa Department of Economic Development as a targeted small business may request a performance bond waiver.
 - 1. The waiver shall be applied only to a prime contract where the project does not exceed \$50,000.00, not withstanding Section 573.2 of the Iowa Code.
 - 2. The waiver shall only apply to those contractors which are able to demonstrate the inability of securing a bond because of a lack of experience.
 - 3. A waiver shall not apply to business with a record of repeated failure of substantial performance or material breach of contract in prior circumstances. The granting of a waiver shall in no way relieve the business from its contractual obligations and shall not preclude the Contracting Authority from pursuing any remedies under the law upon default or breach of contract.

1103.06 EXECUTION OF CONTRACT

- A. The bidder to whom a contract is being awarded shall execute and file four copies of such contract with the Contracting Authority.

1103.07 FAILURE TO EXECUTE CONTRACT

- A. Unless the time limit is modified by special provisions failure to execute a contract and file an acceptable bond within 30 days of the date of the approval for awards herein provided, will be just and sufficient cause for annulment of the approval for award and for forfeiture of the proposal guarantee to the Contracting Authority.

1103.08 SUBCONTRACTORS

- A. The bidder to whom a contract is being awarded shall file a list of subcontractors and a copy of each subcontract with the Contracting Authority within 30 days of the date of the approval for award. All subcontracts must comply with the provisions of 1106.01.

1103.09 MATERIAL SUBSTITUTION

- A. The bidder to whom a contract is being awarded shall file all requests for materials substitutions within 30 days of the approval of award of the contract.

PART 1104. SCOPE OF WORK

1104.1 INTENT OF PLANS AND SPECIFICATIONS

- A. The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described therein. It shall be understood that the Contractor shall furnish all labor, material, tools, transportation, and supplies required for all or any part of the work to make each item complete in accordance with the spirit of the contract. It is understood that the apparent silence of the specifications as to any detail or the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used.
- B. For the purpose of design and the preparation of the Engineer's estimate, the Contracting Authority or its representatives may perform a reasonable amount of exploratory work to gain information relative to surface and subsurface conditions relating to types of soils moisture content, and types and extent of rock strata.
 - 1. This information, when shown on the plans, represents a summary of conditions as of the date the survey was made, it is only an approximate estimation of the site conditions made merely to be suggestive to the Contracting Authority of construction conditions and quantities and classes of work. This information may be used as the bidder sees fit. The appearance of this information on the plans or specifications will not constitute a guarantee that conditions other than those indicated will not be encountered at the time of construction.
 - 2. The bidder is advised that all information concerning the project, compiled by the Contracting Authority preceding the design, is available for examination at the Contracting Authority's headquarters. The prospective bidder shall conduct an examination as provided in 1102.06 to satisfy himself as to the character of the work to be done, the probable construction conditions, and any other reasonably ascertainable conditions and the potential effect these could have on the performance of work under the contracts which shall be the basis for the bid to be prepared.
- C. Any bidder interested in the work is authorized to make whatever additional investigation he consider advisable. In making such additional investigation, the bidder is directed to the Engineer for information relating to available right-of-way. If there are, at that time, any parcels of land over which the Contracting Authority does not have jurisdiction, right of entry must be secured by the prospective bidder from those authorized to grant such permission.
 - 1. All such additional investigation work shall be performed without costing or obligating the Contracting Authority in any way.

1104.02 SPECIAL WORK

- A. Any conditions not covered by these standard specifications are stated in the special provisions.

1104.03 INCREASED OR DECREASED QUANTITIES

- A. The Contracting Authority reserves the right to make such increase or decrease in the quantities of the work shown on the plans as may be considered necessary to complete fully and satisfactorily the construction included in the contract. The compensation to the Contractor for such changes will be as provided in 1109.04.
- B. Except as provided in 1109.05, no significant change in quantities, as defined in 1109.17, shall be made by increasing or decreasing the project area to be improved as shown on the plans and described in the proposal forms unless the Contractor gives written consent to such increase or decrease. However, such consent will not be required for maintenance or restoration work ordered by the Engineer.
 - 1. For the purpose of this article a material change shall be defined as an increase or decrease of more than 20 percent in the measured quantity of any item in the contract.

1104.04 EXTRA WORK

- A. The Contracting Authority reserves the right to order, in writing, the performance of work of a class not contemplated in the proposal but which may be considered necessary to complete satisfactorily the work included in the contract. Such extra work will be paid for as provided in 1109.04B.

1104.05 MAINTENANCE OF DETOURS

- A. Unless so required by the plans or the special provisions, the Contractor will not be required to assume any responsibility in connection with the maintenance or marking of suitable detours.

1104.06 REMOVAL AND DISPOSAL OF STRUCTURES AND OBSTRUCTIONS

- A. The contractor for bridge and culvert work shall remove any existing structure, or part of structure, that in any way interferes with the new construction. If specific payment for such work has not been provided in the contract, it will be paid for as extra work.
- B. The contractor for road work shall remove any materials or structures found on the right-of-way which are not designated to remain in place or which have not been designated for use in the new construction.
 - 1. The removal and disposal of pipe culverts will not be paid for directly but shall be considered as incidental works and the cost of such removal and disposal shall be considered to be included in the contract price for other items. Pipe culverts designated for salvage shall be removed by methods that will cause a minimum of damage to the pipe culverts.
 - 2. The removal and disposal of bridges or other masonry or monolithic concrete construction will be paid for. If the contract does not contain an item for such work, it will be paid for as extra work.

1104.07 RIGHTS IN AND USE OF MATERIALS FOUND ON THE RIGHT-OF-WAY

- A. Unless stated to the contrary in the contract documents, all materials, such as stone, gravel, sand, timber, and structures or parts of structures, found on the right-of-way or on land acquired for the work, are the property of the Contracting Authority or the owner of the fee title to the land.
 - 1. If such materials are to be removed but use or salvage is not designated on the plans, they shall become the property of the Contractor, and shall be disposed of by the Contractor.

2. When the Contractor is permitted to use materials found on the right-of-way, any excavations that are made below the grade elevations shall be backfilled with other suitable materials so that the finished road conforms to the grade shown on the plans. No extra compensation will be allowed for such backfilling.

1104.08 FINAL CLEANING UP

- A. Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the project site in a neat and presentable condition. The Contractor shall make no agreement which allows salvaged or unused material to remain on private property within view of the project except when consistent with previous land use.
- B. All ground occupied by the Contractor in connection with the work, which is within view of or adjacent to a road, shall be restored. Restoration shall include appropriate smoothing to its original condition and may include making the area suitable for cultivation and, where vegetation has been disturbed, seeding of the area.
 - 1. Unless otherwise provided for, the Contractor shall be responsible for securing waste privileges on private property. The general Contractor shall be responsible for cleanup of subcontractors at the completion of all work.
- C. This article is not intended to restrict burning in accord with applicable regulations.
- D. Final clean up shall be subject to approval of the Engineer.

1104.09 RIGHT-OF-WAYS OR LANDS ACQUIRED FOR THE WORK

- A. Access to the construction site will be over designated routes of travel, on land owned or made available by the Contracting Authority for the specific use of the Contractor.
- B. Right-of-way or lands will be provided without cost to the Contractor, and it is contemplated that all of the needed right-of-way or lands will have been acquired for the work placed under contract.
 - 1. Whenever it is necessary to secure additional right-of-way or land, performance of the work affected thereby is contingent upon the securing of such right-of-way or land. No claims will be allowed for loss or damage occasioned by delays in securing right-of-way or lands.

1104.10 PERMITS AND ARRANGEMENTS WITH OTHER GOVERNMENTAL AGENCIES

- A. Whenever the work involves construction with which federal, state, or local governmental agencies are concerned, the performance of the work is contingent on arrangements and/or permits with those concerned agencies.
 - 1. The Contracting Authority shall secure all necessary permits, certificates, and licenses required to prosecute the work, except specifically designated permits, local building permits, and any cost for inspections required by local authorities, which shall be paid for and secured by the Contractor.
 - 2. No additional compensation will be allowed for any delays, inconvenience, or damages sustained by the Contractor due to actions of those concerned agencies with respect to any arrangements or permits they may require.

1104.11 RAILROAD CROSSINGS

- A. Whenever the work involves construction with which railroad companies are concerned, the performance of the work is contingent upon arrangements with the railroad companies for the proposed construction.
 - 1. The performance of the work shall be in accord with arrangements established by the Contracting Authority. The Contractor may make additional arrangements.
 - 2. No claim will be allowed for loss or damage caused by failure of the railroad to comply with provisions of the agreement with the Contracting Authority. Upon notice given, the Contracting Authority will institute necessary legal action to enforce the conditions of its agreement with the railroad company.

1104.12 PUBLIC UTILITIES

- A. The Contracting Authority will notify all utility companies, all pipeline owners, or other parties affected, and will endeavor to have all necessary adjustments of the public or private utility fixtures, pipelines, and other appurtenances within or adjacent to the limits of construction made as soon as practicable.
- B. The Contractor shall be responsible for notification concerning work near pipelines, required by Section 479.47, Code of Iowa, and for conducting his work as required therein.
- C. Waterlines, gaslines, wirelines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, except as otherwise provided for in the special provisions or as noted on the plans.
- D. It is understood and agreed that the Contractor has considered in the bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by him/her due to any interference from the utility appurtenances or their operation or relocation.

1104.13 DRAWINGS AND SPECIFICATIONS

- A. Unless otherwise provided in the contract documents the Contracting Authority shall furnish to the Contractor, awarded the contract, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

1104.14 THE CONTRACTING AUTHORITY'S RIGHT TO OCCUPY

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

1104.15 CONTRACTOR'S UNDERSTANDING

- A. It is understood and agreed that the Contractor has, by careful examination, satisfied him/herself as to the nature, character and location of the work, conformation of the ground, character, quality and quantity of the materials to be encountered, character of the equipment and facilities needed, preliminary to and during the prosecution of the work, general and local conditions and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agency, or employee of the Contracting Authority, either before or after the execution of the contracts shall affect or modify any of the terms or obligations herein contained.

1104.16 HISTORICAL AND ARCHEOLOGICAL

- A. If during the course of construction evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Iowa Department of Natural Resources and the state Historic Preservation Officer. No further disturbance of the deposits shall occur until the contractor has been notified by the agency that he/she may proceed. The agency will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Iowa Department of Natural Resources.
- B. Compensation to the contractor, if any, for lost time or changes in construction to avoid the finds shall be determined in accordance with changed conditions or change order provisions of the specifications.

PART 1105. CONTROL OF WORK

1105.01 AUTHORITY OF ENGINEER

- A. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work, all disputed and mutual rights between contractors, all plans and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. Except as provided in Section 1109, the Engineer's decisions will be final.
- B. For authority to temporarily suspend work see 1105.08 and 1108.06.

1105.02 PLANS

- A. The official plans, profiles, and cross sections, on file in the office of the Contracting Authority, show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.
- B. The plans are made from careful surveys and represent the foreseen construction requirements. Any appreciable deviation from the plans made necessary to expedite construction, or because of errors shall be called to the attention of the other party, in writing, by the party discovering such conditions. If necessary, revised plans will be provided.

1105.03 WORKING DRAWINGS

- A. The plans will be supplemented by such working drawings as are necessary to adequately control the work. Working drawings shall be furnished by the Contractor, as required by the specifications or the plans.
 - 1. When certification by a professional structural or civil engineer registered in Iowa is required, it will be so designated on the plans or in other contract documents.
 - 2. Working drawings may include shop drawings of fabricated materials, erection plans, falsework plans, cofferdam plans, or other supplemental plans or data. Contractor submitted shop drawings for steel structures shall show fully detailed dimensions and sizes of all component parts of the structure, descriptions of drains, etc.
 - a. Prior to review of working drawings, any work done or material ordered shall be at the Contractor's risk.
 - 3. The Contractor shall expressly understand that the Contracting Authority's review of working drawings submitted by the Contractor covers only requirements for strength and arrangement of component parts.
 - 4. The Contracting Authority assumes no responsibility for errors in dimensions and assumes the Contractor will use material complying with requirements of the contract documents, or, where not specified, those of sound and reasonable quality, and will erect the subjects of such working drawings in accord with recognized standards of first-quality workmanship or, when specified, in accordance with standards of the contract documents.
 - 5. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such working drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.

1105.04 ALTERATION OF PLANS OR CHARACTER OF WORK

- A. The Engineer will have the right to make alterations in plans or character of work as may be considered necessary or desirable during the progress of the work to satisfactorily complete the proposed construction. Such alteration will neither waive any conditions of the contract nor invalidate any of the provisions thereof.

1105.05 CONFORMITY WITH AND COORDINATION OF SPECIFICATIONS, PLANS AND SPECIAL PROVISIONS

- A. Discrepancies within contract documents:

1. In case of any discrepancy between the drawings on the plans and the figures written thereon, the figures, unless obviously incorrect, are to govern.
 2. In case of any discrepancy between the plans, including plan notes, and the general or supplemental specifications, the plans are to govern.
 3. In case of a discrepancy between the general specifications and supplemental specifications, the supplemental specifications are to govern.
 4. In case of any discrepancy between the general or supplemental specifications and the special provisions or between the plans and the special provisions, the special provisions shall govern.
- B. The Contractor shall not take advantage of any apparent error or omission in the plans, specifications, or of any discrepancy between the plans or specifications. The Engineer shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications, subject to compensation as provided in 1109.03, 1109.05, and 1109.06.
- C. The plans shall not be so changed as to materially affect the cost or the difficulty of performing any item or work for which the contract amount is more than 20 percent of the total contract sum, except with the consent of the Contractor.
- D. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.
- E. If the Engineer finds the material, or the finished product in which the material, is used is not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, the Engineer shall determine, based on engineering judgment, if the work shall be accepted and remain in place.
1. In this events the Engineer will document the basis of acceptance and supplement it by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as deemed necessary to conform to the Engineer's determination.
- F. If the Engineer finds the material, the finished product in which the material is used, or the work performed is not in reasonably close conformity with the plans and specifications and has resulted in an inferior or unsatisfactory product, the work or material shall be considered unacceptable and shall be removed and replaced, or otherwise corrected, as acceptable to the Engineer, by and at the expense of the Contractor.

1105.06 SUPERVISION BY CONTRACTOR

- A. The Contractor, when absent from the construction site, shall have on site at all times, as its agent, a competent superintendent, capable of reading and thoroughly understanding the plans, specifications, and other contract documents and who shall be thoroughly experienced in the type of work being performed.
1. The superintendent shall supervise, direct, and control the Contractor's operations, personnel, work, and subcontractor's operations. The superintendent shall have full authority to execute orders or directions of the Engineer, without delays, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required.
 2. The Contractor shall give the Engineer written notification of the name of the superintendent. The superintendent shall not be replaced, except with the consent of the Engineer, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in the Contractors employ.

1105.07 CONSTRUCTION STAKES AND BENCH MARKS

- A. If there is no provision in the Contract documents for a Construction Survey Bid Item, the Engineer will set the necessary centerline, slopes and grade stakes promptly upon notification by the Contractor that stakes are needed, unless otherwise noted on the Plans.

- B. For all structures, unless otherwise noted on the Plans, the Engineer will set stakes for centerline and such other stakes as are necessary to establish definitely, the location, elevations, and alignment of the structure. Every reasonable precaution will be taken by the Engineer and his technical assistants to insure that the construction stakes and/or computations are true and accurate, but the Contractor shall ensure that no gross error exists before beginning operations. Should such mistakes or errors be allowed to exist, and work completed on erroneous data, the Contractor will be held responsible to remedy the work to conform to the correct lines, grades, or standards without expense to the Contracting Authority or the Engineer.
- C. The Contracting Authority shall not be responsible for delays due to lack of grade or line stakes, unless the Contractor has given the Engineer 48-hour written notice that such stakes will be needed, and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.
- D. The Contractor shall be held responsible for the preservation of stakes and marks. If, in the opinion of the Engineer, any of the survey stakes or marks have been carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them shall be charged against the Contractor.
- E. The Contractor shall provide and keep constantly upon the work site, first-class instruments for use in establishing the various lines, levels and grades for the construction and shall have a superintendent on the work who is thoroughly familiar with their use. The Contractor shall provide and maintain a permanent bench mark at the construction site for the use of mechanics and other subcontractors.

1105.08 AUTHORITY AND DUTIES OF INSPECTOR

- A. The Contracting Authority may appoint inspectors to represent the Engineer in the inspection of all materials used in and all work done under the Contract. Such inspection may extend to any part of the work and to preparation or manufacture of materials to be used.
 - 1. The inspector will not be permitted to modify in any way the provisions of the contract documents or to delay the work by failing to inspect materials and work with reasonable promptness. An inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being performed. The inspector will not be authorized to approve or accept any portion of the work.
 - 2. Results of inspection tests and examinations will be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for plan and specification compliance in accordance with 1104.01.
 - 3. The inspector will not act as foreman or perform other duties for the Contractors nor improperly interfere with management of the work.
 - 4. In case of dispute between the Contractor and inspector as to quality of materials or manner of performing the works the inspector will have authority to reject materials or suspend the work until the question at issue can be decided by the Engineer. Written notice of suspension of work will be given to the Engineer and Contractor by the inspector.

1105.09 INSPECTION OF WORK

- A. The Contractor shall furnish the Engineer with every reasonable facility for ascertaining whether the work is being performed in conformance with the contract documents. At any time before acceptance of the works upon request of the Engineer, the Contractor shall remove or uncover such portions of finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the contract documents.
 - 1. If work thus exposed or examined proves acceptable, the uncovering or removing and replacing of coverings or the restoring of parts removed, shall be paid for as extra work, except that no payment will be made for work involved in checking smoothness of concrete surfaces.
 - 2. If work thus exposed and examined proves unacceptable, the Contractor shall replace the defective work in accordance with the specifications.

3. If work thus exposed and examined proves either unacceptable or deficient, the Contractor will be paid only for work as finally accepted.
 4. Work done without the Engineer having been afforded ample opportunity to provide suitable inspection, or unauthorized work, may be ordered removed and replaced at the Contractor's expenses or may be excluded from the quantities measured for payment.
- B. If the specifications, Engineer's instructions, laws, ordinances, or any public authority require any work and/or materials to be specially tested or approved, the Contractor shall give the Engineer timely notice of readiness for review. If the review is to be made by authority other than the Engineer, the Contractor shall notify the Engineer of the date fixed for review. Reviews by the Engineer will be promptly made and, where practicable, at the source of supply.

1105.10 REMOVAL OF DEFECTIVE WORK

- A. Any defective work shall be removed and replaced at the Contractor's expense.
- B. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the plans and specifications.
1. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Contracting Authority to declare the contract in default and to complete the work in accordance with 1108.11.

1105.11 UNAUTHORIZED WORK

- A. Unauthorized work and work done in excess of that provided by the lines and grades shown on the plans or as given by the Engineer, or any work done without the authority of the Engineers will be considered as unauthorized and will not be paid for.
1. Unauthorized work may be ordered removed and replaced at the Contractors expense.

1105.12 OTHER CONTRACTS

- A. The Contracting Authority reserves the right to do, or to contract for other work adjacent to, or in the vicinity of, the work herein described.
- B. The Contractor agrees to permit such other work to progress and to arrange for joint occupation of the site under such provision as the Engineer determines necessary. If in the judgment of the Engineer, such joint occupation of the site impedes progress on the work herein described, the Contracting Authority will proportionally extend the time for completion of the work.
1. The Contractor hereby waives any claim for damages or extra compensation by reason of such interference with his work.

1105.13 FINAL INSPECTION

- A. Upon notification, by the Contractor or his authorized representative, that the work is completed, the Engineer shall make prompt final inspection of each item of work included in the contract. If the work is found not to be in accordance with the contract documents, the Contractor will be advised as to the particular defects to be remedied before final acceptance can be made.

1105.14 RESTRICTIONS ON MOVING AND USE OF HEAVY EQUIPMENT

- A. The following restrictions shall apply to the moving and use of heavy equipment:
1. Movement of equipment to and from the project shall be in compliance with the laws governing the operation of vehicles on the highways of Iowa. Movement and operation of equipment over completed

portions of pavements, bituminous surfaces, base courses, and structures which are a part of the project shall be with legal axle loads, except as modified in this article.

2. In the case of earthwork and shouldering to be done in connection with either rigid or flexible pavement, or pavement widening and resurfacing, no tractor-drawn, earth-moving equipment shall be operated, or driven on or across the pavements, except at designated crossovers, as authorized by the Engineer.
 - a. When crossovers are specifically permitted, the Contractor will designate, before use, the location and number of crossovers to be used. The Engineer will not approve crossovers in areas of limited sight distance, near structures, railroad crossings, or at any other location which will place safety of the traveling public in jeopardy. At these crossovers, equipment having axle loads greater than the maximum permitted by law may be used.
 - b. Crossovers shall be 30 feet in length measured along the centerline and shall not be closer than 300 feet to each other.
 - c. For each crossover used, the Contractor shall, at the Engineer's option, either replace the pavement or pay the Contracting Authority at the rate of five thousand (\$5,000.00) dollars on the basis of a two-lane pavement.
 - d. In lieu of the surface crossover, approved hauling bridges may be used. The hauling bridge shall accommodate two lanes of public traffic, and it shall be removed from the roadway at the close of each day's operations. When a hauling bridge is used, no payment will be required.
 - e. The provisions of the Supplemental Specification for Traffic Controls in effect on the contract letting date, shall apply.
3. No dragline, cranes or power shovel shall be operated with any part of the machine resting upon a pavement, bituminous surface, base course, or structure except with approval of the Engineer and in accord with restrictions in that approval.
4. Under no conditions shall machines equipped with metal lugs or similar projections on the treads be operated on the surface of a pavement, bituminous surface or base course.
5. For building shoulders, on completed pavements of any type, the maximum axle load used for equipment operating on pavement shall not exceed the legal axle load, as defined herein.
6. Crawler-type tractors shall not be moved on or off a pavement or base course except at places where the compacted earth adjacent to slab is at least 2 inches higher than the surface of the pavement or base course. Whenever heavy, crawler-type equipment, such as a crane or mixers is moved on or off the edge of a pavement or base course, a substantial timber approach shall be built, at the edge of slab, to prevent overloading or otherwise injuring the edge of the slab.
7. Compacting equipment having axle loads greater than 20,000 pounds may be used on the work under the following provisions:
 - a. The equipment shall be transported to and from the work and across the bridges on the work in compliance with laws of the State of Iowa.
 - b. For compaction of subbase, the weight of equipment used shall not be greater than that of compaction equipment used in correction of the roadbed for grade and cross section.
 - c. For compaction of base course, the weight of equipment used shall not be greater than the weight of equipment used in compaction of the subbase on which the base is placed.
 - d. For compaction of surface courses, the weight of equipment shall not be greater than that of equipment used in compaction of the base on which the surface course is placed.
8. For grading or any other type of work, no rollers or other equipment, having an axle load greater than 50,000 pounds or a total weight in excess of 60,000 pounds shall be operated over a culvert, except as

may be authorized by the Engineer, and then, in strict compliance with prescribed precautionary measures.

1105.15 PLACEMENT OF FILL MATERIAL IN STREAMS AND WATERBODIES

- A. The placement of fill material in streams is regulated by Federal law. The intent of this specification is to require contractor operations in streams and other waterbodies and adjacent swamps, marshes, bogs, or similar areas, to be in compliance with Federal regulations.
- B. Fill material shall mean; any material used for the primary purpose of replacing an aquatic area with dry land, or of changing the bottom elevation of a waterbody.
- C. Fill material shall consist of clean, suitable, naturally occurring material, free from toxic pollutants in other than trace quantities.
- D. Temporary stream crossings shall be bridged or culverted so as not to restrict expected high flows or disrupt the movement of aquatic life native to the stream or waterbodies. Expected high flows are those flows, which the Contractor expects to experience during the period of time that the crossing is in place.
 - 1. Temporary stream crossings shall:
 - a. Not extend over 100 feet into any swampy, boggy, marshy, or similar area that is adjacent to the stream or waterbody.
 - b. Be maintained to prevent unnecessary erosion and other nonpoint sources of pollution.
 - c. Be removed after they are no longer needed.

1105.16 COST REDUCTION INCENTIVE

- A. The Contractor may submit to the Engineer, in writing, proposals for modifying the plans, specifications, or other contract requirements for the sole purpose of reducing the total cost of construction.
 - 1. The proposals shall not impair, in any manner, essential functions or characteristics of the projects, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.
- B. Proposals shall contain the following changes:
 - 1. Existing requirements and proposed changes,
 - 2. Contract requirements that must be changed if the proposal is adopted,
 - 3. A detailed cost estimate of performing the work as stipulated and as proposed,
 - 4. The time within which the Engineer must make a decision thereon,
 - 5. The items of work affected by the proposed changes, including any quantity variation attributable thereto.
- C. The provisions of this article shall not be construed to require the Engineer to consider any cost reduction proposal which may be submitted hereunder.
 - 1. Proposed changes in basic design of a bridge or pavement type will not be considered an acceptable proposal.
 - 2. The Contracting Authority will not be liable to the Contractor for failure to accept, or act upon, any proposal submitted pursuant to this article, or for any delays to the work attributable to any such proposal.

3. If a proposal is similar to a change in plans or specifications under consideration by the Contracting Authority for the project at the time said proposal is submitted, or if such a proposal is based on, or similar to, standard specifications, special provisions, or plans adopted by the Contracting Authority after the advertisement for the contract, the Engineer will not accept such proposals and the Contracting Authority reserves the right to make such changes without compensation to the Contractor under provisions of this article.
- D. The Contractor shall continue to perform the work in accordance with contract requirements until a change order, incorporating the cost reduction proposal, has been issued. If a change order has not been issued by the date on which the Contractor's cost reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such proposal shall be deemed rejected.
 - E. The Engineer shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from adopting all, or any part of, such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.
 - F. The Contracting Authority reserves the right, where it deems such action appropriate, to require the Contractor to share in the Contracting Authority's costs of investigating a cost reduction proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority to deduct amounts, payable to the Contracting Authority from any money due, or that may become due, to the Contractor under the contract.
 - G. If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by change order, which shall specifically state that it is executed pursuant to this article. Such a change order shall incorporate the changes in the plans and specifications which are necessary to permit the proposal, or such part of it as has been accepted, to be put into effects and shall include any conditions upon which the Contracting Authority's approval is based, if the approval is conditional.
 1. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the proposal effectuated by the change order, and shall further provide that the Contractor be paid 50 percent of said estimated net savings amount.
 - H. Acceptance of the cost reduction proposal and performance of the work thereunder shall not extend the time of completion of the contract, unless specifically provided for in the change order authorizing use of the proposal.
 - I. The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the proposal and performance of the work thereof pursuant to the said change order.
 - J. The Contracting Authority expressly reserves the right to adopt a cost reduction proposal, for general use on contracts administered by the Contracting Authority, when it determines that said proposal is suitable for application to other contracts.
 1. When an accepted proposal is adopted for general use, only the contractor who first submitted such proposal will be eligible for compensation pursuant to this article, and in that case, only to those contracts awarded to him/her prior to submission of the accepted proposal and as to which such proposal is also submitted and accepted.
 2. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under provisions of this article, if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Contracting Authority.
 3. Subject to the provisions contained herein, the State or any other public agency shall have the right to use all, or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

PART 1106. CONTROL OF MATERIAL

1106.01 QUALITY OF MATERIALS

- A. It is the intent of the specifications that first-class materials shall be used throughout the work, and that these first-class materials shall be incorporated in such a manner as to produce completed construction which is acceptable in every detail. Only materials conforming to the requirements of these specifications, approved by the Contracting Authority, shall be incorporated into the work
- B. When more than one kind of manufacture of a material is specified, the option will be with the Contractor, but the choice shall be confined to the materials mentioned.
- C. Whenever in any of the contract documents, an item of material or equipment is defined by describing a proprietary product or by using the name of a manufacturer or vendor, the terms "or equivalent", or "or equal", if not inserted, shall be implied. This specific item of material or equipment mentioned shall be understood as establishing a standard of type, function, efficiency, minimum basis of design, and quality desired. Other manufacturer's products of comparable quality, design and efficiency, and suitable for the service intended will be considered, but no change will be made without written approval of the Contracting Authority.
- D. Requests for materials substitutions must be submitted in duplicate, or in the quantities required elsewhere in the specifications, and meet the requirements of 1103.09

E. 1106.02 SOURCE OF MATERIALS

- A. At the option of the Engineer, the source of supply of each material shall be approved by the Contracting Authority before the delivery is stated.
 - 1. If requested by the Contracting Authority, representative preliminary samples, of prescribed character and quality, tested in accordance with the methods referred to under samples and tests, shall be submitted by the contractor or producer for examination.
 - 2. All materials proposed to be used may be inspected or tested at anytime during their preparation and use.
 - 3. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product or if products from any source do not meet the specifications, at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval has in any way become unfit for use, shall be used in the work.

1106.03 SAMPLES AND TESTS

- A. Each consignment of materials required by the Engineer, shall be tested or inspected before being incorporated into the work and approved by the same Engineer before it is used.
 - 1. The contractor shall afford facilities for collecting and forwarding samples as the Engineer may require.
 - 2. Unless otherwise designated in the standard, supplemental specifications, or instructional memorandums, the inspection, sampling, testing, and basis of acceptance of materials shall be in accordance with the current AASHTO "Standard Specifications for Sampling and Testing of Transportation Materials" including published interim standards.

1106.04 STORAGE OF MATERIALS

- A. The Contractor shall be responsible for care and storage of materials delivered for the work or purchased for use thereon. Material which has been delivered and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections.

1106.05 UNACCEPTABLE MATERIALS

- A. All materials not conforming to requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site, unless otherwise instructed by the Engineer. No rejected materials the defects of which have been corrected shall be used until approval has been received.

PART 1107. LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

1107.01 LAWS TO BE OBSERVED

- A. The Contractor is presumed to be familiar with all laws, ordinances, and regulations that may, in any manner, affect those engaged or employed by the Contractor, the materials or equipment used, or which may in any way, affect the conduct of the Contractor's work. The Contractor shall conduct his work to avoid conflict with any such laws, ordinances, or regulations, and shall save harmless the Contracting Authority and its representatives against any claim arising from violation thereof.
- B. The Contractor shall give preference to Iowa domestic labor, in accordance with the provisions of Chapter 73 of the Code of Iowa, and this provision is hereby specifically made a part of any contract of which these contract documents are a part. A person shall be deemed a domestic laborer of this state if he/she is a citizen and has resided in this state for more than six months.
- C. The provisions of Chapter 73 of the Code of Iowa concerning preferences for Iowa products and labor shall not apply to contracts involving work financed wholly, or in part, by the federal government.
- D. The Contractor and all subcontractors shall have on file with the Contracting Authority, a valid state of Iowa contractors registration number, issued by the Iowa Department of Labor Services, in accordance with Chapter 91C of the Code of Iowa.

1107.02 LIABILITY INSURANCE

- A. It shall be the Contractor's responsibility to have liability insurance covering all of the construction operations incident to completion of this contract. The Contractor must have on file, with the Contracting Authority, a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the following: insurance company firm name and address, contractor firm names policy period, type of policy, limits of coverage, and scope of work covered, (single project or statewide).
 - 1. This requirement shall apply with equal forces whether the work is performed by -- (1) persons employed directly by the Contractors (2) by a subcontractor or his employees, or (3) by an independent contractor.
- B. In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- C. The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall not be less than required by Chapter 327, Code of Iowa, for truck operators or contract carriers as defined therein. For all other contractors, subcontractors, and independent contractors, the minimum coverage by such insurance shall be as follows:

Public Liability Insurance
Per person - \$100,000.00
Each occurrence - \$300,000.00
Property Damage Insurance
Each occurrence - \$50,000.00
- D. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor from receiving further contract awards, as provided in 1103.01.

1107.03 PATENTS AND ROYALTIES

- A. The Contractor shall be responsible for all claims for infringement of patents, or for royalties on tools, machinery, appliances, devices, or materials used in construction and completion of the work, except as are specifically required by the contract documents.
 - 1. The Contractor agrees that the Department may retain out of the money that is or may become due the Contractor an amount to cover all such claims and to retain the same, until all such claims are paid or adjusted.
- B. The Contracting Authority assumes responsibility for payment of claims for damages from patent or copyright infringement or for royalties on material processes, specifications, or types of construction that are required by the contract documents.

1107.04 RESTORATION OF CONSTRUCTION WORK OPENED BY PERMIT

- A. Prior to final acceptance, if any repairs to the work constructed hereunder are made necessary by construction or repair of drains or sewers, laying or repairing of pipes or conduits for telegraphy, telephone or electric wires, or from any other disturbance of said work under permission issued by the Contracting Authority, the Contractor shall, upon notification by the Engineer, immediately make necessary repairs in conformity with the specifications.
 - 1. Such repairs shall be paid for as extra work, however, no compensation will be allowed when such repairs are made necessary by the Contractor's negligence or carelessness.
- B. The Contractor shall not authorize any person or persons to make alterations or additions to the construction work unless a permit duly authorized by the Contracting Authority is presented.

1107.05 FEDERAL PARTICIPATION

- A. The attention of the Contractor is called to the provisions of the Acts of Congress known as the "Land and Water Conservation Fund Act", the "Federal Aid in Wildlife Restoration Act", the "Federal Aid in Fish Restoration Act", the "Boating Safety Act", the "Superfund Amendments and Reauthorization Act", the "Clean Water Act" and amendments thereto, and any other acts of congress providing for fish and wildlife of conservation improvements.
 - 1. When the United States Government is to pay for all or any portion of the cost of an improvement or project, the construction work, although it is under the direct supervision of the Contracting Authority and subject to the laws of the State of Iowa, is also subject to the above mentioned Acts of Congress and all rules, regulations, and reimbursements that may be imposed by the federal authority thereunder. Such construction work will, therefore, be subject to inspection by the duly authorized agents of the federal government, but such inspections will not make the federal government a party to the contract.
- B. On all contracts involving Federal aid, all steel products incorporated into the work must have been manufactured in the United States. The Engineer may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500 whichever is greater.

1107.06 SAFETY, HEALTH, POLLUTION AND SANITATION

- A. In the performance of his contract, the Contractor shall comply with all applicable laws, rules, regulations, and ordinances governing safety, health, pollution, sanitation, noise control, and disposal of waste materials, and shall make available such additional safeguards, safety devices, protective equipment, and take such actions as are reasonably necessary to protect life and health of employees and the public.
 - 1. The Engineer will not act as an enforcement agent for compliance of rules and regulations governing industrial safety. However, violations of properly promulgated laws, rules, regulations, and ordinances reported to the Engineer by responsible agencies may result in the issuance of a suspension order until such time as the violation is corrected.

- B. The Contractor shall make adequate provisions satisfactory to the Engineer for safety of inspectors, particularly at sampling locations. Provisions shall include guards for moving belts, pulleys, and wheels near the sampling point and a stable platform to be used when sampling is to be done from an elevated location.
- C. There shall be suitable retention dams, in areas where approved liquid asphaltic material, or asphalt cement are stored and used, to minimize pollution of nearby areas from effect of normal rains. The Contractor shall take other necessary precautions to prevent pollution of streams, lakes, ponds, reservoirs, and other areas with fuels, oily bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.
- D. The disposal by open burning of landscape waste originating on the construction site shall be permitted unless prohibited by local ordinances or regulations. However, the burning of landscape waste produced in clearing, grubbing, and construction operations shall be limited to areas located at least one-fourth mile from any inhabited buildings. Rubber tires will not be used to ignite landscape waste.
- E. The Contractor shall be specifically responsible for adhering to all local burning ordinances or regulations, and to ascertain what the local burning restrictions consist of in addition to the regulation stated above and to see that all subcontractors comply with those restrictions.
- F. All internal combustion engines, used for any purpose on the job, or related to the job, should be equipped with a muffler of the type recommended by the manufacturer. No internal combustion engine will be operated without a muffler. Faulty or damaged mufflers must be replaced. Machinery must be properly maintained at all times in order to limit engine noise, as well as other extraneous noise.
- G. When directed by the Engineer, the Contractor shall apply moisture to the construction area and haul routes, as necessary, to prevent the spread of dust, at no expense to the Contracting Authority.

1107.07 PUBLIC CONVENIENCE AND SAFETY

- A. The Contractor shall conduct the work as to assure the least possible obstruction to access by the residents along the project. The Contractor should schedule and conduct the work in such a way as to provide for their safety and convenience.
 - 1. Work and materials required by the Engineer for public convenience and safety in excess of that provided for in the contract, shall be considered as provided for in 1109.03.

1107.08 BARRICADES AND WARNING SIGNS

- A. The Contractor shall take every reasonable precaution to prevent the public from interfering with the work, and to prevent the work from interfering with the public, for providing for safety of the general public traveling to, through, within, along, and across the project, and shall take such precautions, measures, or acts as are required herein and as specifically required by the contract documents or by the Engineer. In additions the Contractor shall provide such additional safeguards as deemed necessary to protect equipment, the work, and the public at the Contractors own expense.
- B. The Contractor shall erect and maintain suitable barriers, and at night, such lights, as will prevent accidents to persons or property in and around the area of work.
- C. The Contractor shall provides at his own expense, such security guards as are necessary to protect equipment and to maintain proper lighting. Security guards that may be necessary for the protection of the public shall be provided by the contractor on written order from the Engineer.
- D. Whenever the work is under the Contractor's control, the Contractor shall be held responsible for any damage to the newly completed portions of the work resulting from public misuse.

1107.09 USE OF EXPLOSIVES

- A. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property. The Contractor shall be responsible for all damage resulting from use of explosives.
- B. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and in quantities maintained at a practical minimum. Storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided, satisfactory to the Engineer and, in general, not closer than 1,000 feet from the road or from any building, camping area , or place of human occupancy.
- C. The Contractor shall notify each public utility company, having structures in proximity to the site of the work, of the intent to use explosives. Such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury.

1107.10 PROTECTION AND RESTORATION OF PROPERTY

- A. The Contractor shall replace or renew fences, sidewalks, or other property damage by reason of the work or the negligence of the Contractor's employees. The Contractor shall take suitable precautions to prevent damage to telephone, telegraphy, and electric transmission lines along the highway and to pipes, conduits, and other underground structures. The Contractor shall carefully protect from disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their locations and shall not remove them until so directed.
 - 1. The Contractor shall be responsible for damage or injury to property resulting from the prosecution of his work, however, responsibility shall not extend to damage to fences, telephones, telegraph, or electric lines occupying the right-of-way unlawfully, provided due caution has been used in removing them. The Contractor's responsibility shall not be released until the work under the contract is completed and accepted.

1107.12 RESPONSIBILITY FOR DAMAGE CLAIMS

- A. The Contractor shall indemnify and save harmless the state of Iowa, the Contracting Authority and other agencies which have concurred in the award of contract, their officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property because of any act, omissions or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work, and so much of the money due the said Contractor, under and by virtue of the contract, as may be considered reasonable and necessary by the Contracting Authority for such purpose, may be retained for the use of the State, or in case no money is due, the surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Contracting Authority, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence of adequate protection by public liability and property damage insurance.
 - 1. Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms of provisions of this contract.
 - 2. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties shall remain as imposed by law. It being the intention of the parties that indemnity herein provided shall not extend to acts of omission, of negligence for which the Contracting Authority is solely responsible. But indemnity shall extend to all claims in which the Contractor and the Contracting Authority are found to be either jointly or concurrently negligent.
- B. Responsibility of the Contractor for providing warning devices, required by 1107.08 to avoid damages or injuries on any portion of the work covered by the contract, shall not cease until the work on such portion has been released by the Engineer.
 - 1. A release shall be construed to mean a written statement by the Engineer to the effect that the Contractor may cease to maintain barriers and lights, that the work may be opened to the public and

that the Contractor is relieved of further maintenance of that portion of the work. Such release shall not constitute an acceptance of the work.

- C. The Contractor's responsibility for maintenance of lights on any individual structure shall cease upon final acceptance of such structure, or when specifically released in writing by the Engineer.

1107.13 OPENING OF SECTION OF CONSTRUCTED WORK TO THE PUBLIC

- A. When any substantial portion, part, or feature of a contract is completed to the extent that its stability and integrity is not dependent upon completion of the other item, or work required in the contract, that portion, part, or feature may be released by the Engineers after conferring with the Contractor, and opened to traffic or received for public usage prior to final approval and acceptance of all work involved in the contract.
 - 1. The Contractor will not be responsible for damages due to the elements or the ordinary use of the public to those portions, parts, or features of the work which have been released by the Engineer.
 - 2. The Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents.
- B. The above provisions relating to a release by the Engineer will be applicable only to those portions, parts, or features of the contract for which the Engineer has furnished to the Contractor a written release.

1107.14 CONTRACTOR'S RESPONSIBILITY FOR WORK

- A. The Contractor shall be responsible for the care and maintenance of partially completed and furnished work on any portion of the project until released by the Engineer from such responsibility. It will be the Contractor's responsibility to adjust the Contractor's operation or method of operation to prevent any damage of any nature to any portion of the partially completed or completed work. Repair work shall be done promptly upon being so ordered by the Engineer.

1107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY PROPERTY AND SERVICES

- A. At points where the Contractor's operations are adjacent to properties of railway, telegraph, telephone, and power companies, or are adjacent to other property, damage to which might result in considerable expense, loss, or inconvenience. Work shall not be commenced until all arrangements necessary for the protection thereof have been made.
- B. The Contractor shall cooperate with owners of underground or overhead utility lines in their removal and rearrangement operations, in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.
- C. In the event of interruption to water or utility services, as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with said authority in restoration of service.
 - 1. If water service is interrupted, repair work shall be continuous until service is restored.
 - 2. No work shall be undertaken around fire hydrants until provision for continued service has been approved by the local fire authority.

1107.16 PERSONAL LIABILITY OF PUBLIC OFFICIALS

- A. In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agency or representative of the Contracting Authority thereby, there shall be no liability upon such agent or representatives including the Engineer or authorized agents, either personally or as an official of the Contracting Authority, it being understood that in such matters the agent acts as the agency and representative of the Contracting Authority.

1107.17 NO WAIVER OF LEGAL RIGHTS

- A. The Contracting Authority shall not be precluded or stopped by any measurement, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not, in fact, conform to the contract.
- B. The Contracting Authority shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of his contract.
- C. Neither acceptance by the Contracting Authority, or any representative of the Contracting Authority, nor any payment for or acceptance of the whole or part of the work, nor any extension of time, nor any possession taken by the Contracting Authority, shall operate as a waiver of any portion of the contract, or for any power herein reserved, or any right to damages herein provided. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.

PART 1108. PROSECUTION OF PROGRESS

1108.01 SUBLETTING OF CONTRACT

- A. The Contractor shall perform, with his/her own organization, work amounting to not less than 30% of the total contract cost, however, any items designated in the contract as "specialty items" may be performed by subcontracts and the cost of any such specialty items so performed by subcontract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his/her own organization.
- B. Any items that have been selected as "specialty items" for the contract are listed as such in the special provisions found elsewhere in the contract documents.
- C. At the time specified by the contract documents or when requested by the Engineer, the Contractor shall submit, in writing to the Contracting Authority, for approval the names of the subcontractors proposed for the work. Subcontractors may not be changed except at the request of and with the approval of the Contracting Authority.
 - 1. The Contractor is responsible to the Contracting Authority for the acts and omissions of the subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of its own employees.
 - 2. The contract documents shall not be construed as creating any contractual relation between the subcontractor and the Contracting Authority.
- D. The Contractor shall bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract, the contract documents, the plans, the general conditions of the contract, the supplementary general conditions, the special conditions, and the specifications as far as applicable to the subcontractors work.
- E. The subcontractor shall be bound to the Contractor by the terms of the contract, the contract documents, the plans, the general conditions, and specifications, and to assume toward the Contractor all the obligations and responsibilities that the Contractor, by those documents, assumes towards the Contracting Authority.
 - 1. The Contractor agrees to be bound to the subcontractor by all the same obligations that the Contracting Authority assumes to the Contractor under the terms of said documents, and by all the provisions thereof affording remedies and redress to the Contractor from the Contracting Authority.
- F. The Contractor shall not assign, sublet, or transfer in whole or part any of the work herein specified without the written consent of the Contracting Authority. Any such assignment, subletting, or transfer shall not in any manner relieve the Contractor from any of the responsibilities assumed herein.

- G. For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into title sections. Such separations shall not, however, operate to make the Engineer an arbitrator to establish limits to the contracts between Contractor and subcontractors.
- H. This article shall further be applicable to contracts involving Federal-aid participation in construction insofar as they are consistent with the required provisions for Federal-aid contracts attached to the contracts, and shall be additional specifications insofar as they cover matters not covered by the required provisions for Federal-aid contracts.

1108.02 PROSECUTION OF WORK

- A. The proposal form may designate the contract period by either completion date, approximate starting date, of specified starting date.
- B. Intermediate contract periods may be designated for completion of certain portions of the contract. The contract period for each portion and the liquidated damages, if any, will be listed in the special provisions.
- C. The return of the signed and executed contract to the Contractor shall serve as notice to the Contractor that the contract bond is acceptable, that the contract is in force, and that the Contractor may complete arrangements for materials and other work in accordance with the contract documents.
- D. Should delay become apparent before or after the work is started, the Engineer will immediately notify the Contractor, in writing, that work on the contract will be delayed and, if possible, the approximate duration of such delay. For delays exceeding 2 weeks, new construction dates may be established by the Engineer after consulting with the Contractor.
 - 1. Specified Starting Date: When a starting date is specified, working days will be charged to the Contractor starting on the specified starting date or 10 days after execution of the contract, whichever is later. Starting work prior to the specified date will be considered upon request, and working days will be charged when work starts.
 - 2. Approximate Starting Date:
 - a. Site available immediately, as determined by the Engineer: Anytime after execution of the contract and on or after the approximate starting date, the Contractor may work, weather and specifications permitting. Working days will be charged any time the Contractor is working on/or after the approximate starting date. Starting work prior to the approximate starting date will be considered upon request. If allowed, working days will be charged.
 - b. Site Availability Date Unknown, as determined by the Engineer: It is expected the site will be available by the approximate starting date. If it appears the site will not be available by the approximate starting date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract and on or after the approximate starting date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate starting date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to the early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.
 - 3. Specified Completion Date: The Contractor may commence work any time after execution of the contract, weather and specifications permitting.
 - a. Working days will begin to be charged whenever the Contractor starts work.
 - 4. Winter Work: The proposal may require winter work on all or portions of the project, and working days will be counted as indicated therein. When not so specified, the Contractor may work, unless advised to the contrary by the Engineers between November 15 and April 1 with no working time

charged. If the best interest of the Contracting Authority so dictates, the Engineer may require the Contractor to continue work after November 15.

- a. Working days will not be charged if working time remains on November 15, and working days may be charged for days worked if no working time remains on November 15.
5. Notice to Proceed: A notice to proceed will be issued when, in the opinion of the Engineer, considering the approximate starting date, site availability, and working days allowed, failure of the Contractor to commence work places the timely completion of the project in jeopardy. The starting date in the notice to proceed will not be less than 15 calendar days after the date of the issuance of the notice. Working days will be charged beginning with the starting date established by the notice or when the Contractor starts work if prior thereto. A notice to proceed will be issued, except:
 - a. It will be assumed when a specified starting date is used.
 - b. It will be assumed when a specified completion date is used, the number of working days allowed will be counted back from the specified completion date, exclusive of Saturdays, Sundays, and holidays, to determine the first day working days will be charged.
 - c. It may be included as an agreed starting date at a preconstruction conference for projects with an approximate starting date.
 - d. It will be assumed when the Contractor is working at the time for issuance of the notice.
 - e. It will be assumed, if an early work waiver is approved, as having been issued at the time of site availability, as documented in the project records.
 6. Weekly Report of Working Days: Whenever the Contractor is subject to being charged with working days, the Engineer will furnish the Contractor a weekly statement indicating the working days to be charged against the Contractor for that period. Should the Contractor believe the statement to be inaccurate, a statement should be submitted to the Engineer, in writing, stating the objection and reasons, within 10 calendar days after receipt of the statement. If the Contractor fails to submit an objection within that time, the original statement may be considered as accurate and final.
 7. Work Progress: The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner.
 - a. If the Contractor fails to comply with such order within 2 weeks after receipt of the order, the Contractor may be disqualified from receiving any additional bidding proposals, and the Contracting Authority shall have the right to declare the contract in default and to complete the work in accordance with 1108.11.
 - b. Failure of the Contracting Authority to issue such order shall not alter the Contractor's responsibility under the contract.
 - c. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.
 8. Schedule of Staging: On any project, or part of a project, on an existing road where the work may prohibit or restrict public or private access that has been previously available, the Contractor may be required to submit a schedule of staging for the Engineer's approval before work is started.
 - a. Preliminary work may be required in stage construction, even though the work involved in these operations is similar, in order to minimize the inconvenience to the public and those to whom access has been previously available. This requirement will apply equally to work that is subcontracted.

9. Accelerated Work Schedule: An accelerated work schedule may be required by a note on the proposal. When required, the Contractor shall marshal the necessary forces, including but not limited to: extra crews, subcontractors, extra work hours, or other acceptable methods to insure completion of the projects or various stages of the projects within the contract period and in compliance with the specifications.
 - a. A work plan shall be submitted to the Engineer for review prior to commencement of work. Work will be permitted on a 24-hour-day basis and on Sundays and holidays when traffic interference exists, though work may be restricted during peak traffic periods. No credit will be allowed for delayed or slow delivery of materials. The special provisions may include other requirements or modifications for the accelerated work schedule.
10. Preconstruction Conference: The Engineer shall schedule and conduct a preconstruction conference. The Contractor and intended subcontractors shall participate in this conference. The Engineer will invite utilities and others having responsibilities or interest in the work.

1108.03 LIMITATIONS OF OPERATIONS

- A. The Contractor shall conduct the work so as to create a minimum amount of inconvenience to the public. At anytime, when in the judgment of the Engineer, the Contractor has obstructed, closed, or is conducting his/her operations on a greater portion of the project vicinity than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the section on which work is in progress before work is started on any additional sections.
- B. Whenever work which is being done by other contractors or subcontractors is contiguous to, or a part of the work included in this contract, the Engineer shall in case of dispute, determine and define the respective rights of the various interests involved, in order to secure the completion of all parts of the work in general harmony and with satisfactory results.
- C. Except when an accelerated work schedule is required, no work will be permitted on Sundays or holidays observed by the Department of Natural Resources except with the permission of the Engineer.
 1. The Contractor should request a determination of the holidays to be observed at the beginning of each calendar year.

1108.04 METHODS AND EQUIPMENT

- A. The methods, equipment, and appliances used shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such and its use so regulated that no serious or irreparable damage to the adjacent property, or highways will result from its use. If damage does occur to the highways suitable repairs shall be made.
- B. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract, as demonstrated to the satisfaction of the Engineer.
- C. When the contract specifies that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Engineer. If the Contractor desires to use a method or type of equipment other than specified in the contract, he/she may request approval from the Engineer to do so.
 1. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing construction work in conformity with contract requirements.
 2. If after trial use of the substituted methods or equipment the Engineer determines that the work produced does not meet contract requirements, the Contractor shall discontinue use of the substitute

method or equipment and shall complete the remaining construction with the specified method and equipment.

3. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved or in contract time as a result of authorizing a change in methods or equipment under these provisions.

1108.05 CHARACTER OF WORKERS

- A. Any employee of the Contractor who is careless, incompetent, or disorderly, or who refuses or neglects to perform work in accordance with the specifications, or who shall commit trespass upon any public or private property in the vicinity of the work, shall be discharged upon the written request of the Engineer and shall not be reemployed on any of the work unless written permission is given by the Engineer.

1108.06 TEMPORARY SUSPENSION OF WORK

- A. Work shall be suspended, wholly or in part when, in the opinion of the Engineer, weather or other conditions are unfavorable to its satisfactory prosecution.
 1. Work shall also be suspended at the direction of the Engineer pending settlement of disputes arising of failure of the Contractor to comply with provisions of the contract. Written notice of suspension of work shall be given by the Engineer.
 2. When the conditions causing suspension no longer exists, written notice to resume work will be given to the Contractor by the Engineer. Promptly after such written notices the Contractor shall resume prosecution of the work as provided in 1106.02.
- B. The start of work may be delayed or work may be suspended upon request of the Contractor and with approval of the Engineer. The Engineer may require the request to be in writing and also may require the Contractor to include with the request a schedule for satisfactory completion of the work.

1108.07 EXTENSION OF CONTRACT PERIOD

- A. An extension of the contract period will be granted by the Engineer for additional work requiring additional construction time and may result from a modification of the plans or extra work.
 1. If any delay is caused by active interference by the Contracting Authority, the Contracting Authority will grant such an extension of time for completion of the contract as will, in the opinion of the Engineer, compensate for such delay. An extension of the contract period will be granted by the Contracting Authority for:
 - a. Additional work resulting from a modification of the plans for the project, or
 - b. Other reasons beyond the control of the Contractor which, in the Contracting Authority's judgment would justify such extension.
- A. All claims for extension of the contract period shall be made in writing to the Engineer no more than thirty days after the occurrence of the delays otherwise they shall be waived. In the case of continuing cause of delays only one claim is necessary.

1108.08 LIQUIDATED DAMAGES

- A. Time is an essential element of the contract and it is important that the work be pressed vigorously to completion.
- B. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days allowed, or any extension granted under 1108.07, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed liquidated damages.

1. The Contracting Authority will prepare and forward to the Contractor an invoice for such liquidated damages.
 2. The final payment will be withheld until payment shall have been made on this invoice.
- C. Assessment of liquidated damages will be based only on the number of working days required to complete the work in excess of the specified working days allowed, plus authorized extensions thereto.
- D. This provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Contracting Authority's right to collect any additional damages other than time delays which the Contracting Authority may sustain by failure of the Contractor to carry out the terms of the contract.

1108.09 FAILURE TO COMPLETE WORK WITHIN CONTRACT PERIOD

- A. If the Contractor fails to complete his work within the contract periods or any extension thereof, as provided in 1108.07, upon written notice to the Contractor and surety, said contract shall be in default. The Contracting Authority may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work in accordance with 1106.11. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the liquidated damages stipulated in the proposal form. The Contracting Authority may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

1108.10 CONTRACTS IN DEFAULT

- A. The Contracting Authority may declare a contract in default for any one of the following reasons:
1. Failure to complete the work within the contract period or any extension thereof,
 2. Failure or refusal to comply with an order of the Engineer within a reasonable time,
 3. Failure or refusal to remove rejected materials,
 4. Failure or refusal to correct any defective or unacceptable work,
 5. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors,
 6. Failure to carry on the work in an acceptable manner.

1108.11 COMPLETION OF CONTRACTS IN DEFAULT

- A. If for any reason a contract is declared in default, the Contracting Authority shall have the right, without process or action at law, to take over all or any portion of the work and complete it, at its option, either by day labor or by reletting the work.
1. Written notice shall be given the Contractor by the Contracting Authority that the contract has been declared in default, and upon receiving such notices the Contractor shall peaceably relinquish possession of the said work or the parts thereof specified in the notice.
- B. The Contracting Authority may, at its option and, at a rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.
- C. Neither the Contracting Authority nor any member or employee thereof shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefor.
1. Should the cost of completing work be in excess of the original contract prices the Contractor and the Contractor's surety shall be held responsible for such excess cost.

2. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the Contractor.
3. Neither by taking over the work nor by declaring the contract in default shall the Contracting Authority forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.

1108.12 REMOVAL OF EQUIPMENT

- A. In the case of cancellation of this contract before completion from any cause whatsoever, the Contractor, if notified to do so by the Contracting Authority, shall promptly remove any part or all of his equipment and supplies from the property of the Contracting Authority. In the event of failure of the Contractor to remove such equipment and supplies within thirty days after the issuance of the notification for removal, the Contracting Authority shall have the right to remove such equipment and supplies at the expense of the Contractor.

1108.13 ORDER OF COMPLETION AND USE OF COMPLETED PORTIONS OF THE WORK

- A. The Contractor shall complete any portion or portions of the work in such order of time as the Engineer may require. The Contracting Authority shall have the right to take possession of, and use any completed or partially completed portion of the work at anytime, but such taking possession and use shall not be deemed as acceptance of the work so taken or used or any part thereof. If such prior use increases the cost or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as determined by the Engineer.

1108.14 METHOD OF SERVING NOTICES

- A. Any notice to be given by the Contracting Authority to the Contractor under this contract shall be deemed to be served if delivered to any office used by the Contractor, or foreman, or agent, at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at the last known place of business.

1108.15 TERMINATION OF CONTRACTOR'S RESPONSIBILITY

- A. The contract shall be considered completed when the work has been accepted in writing by the Contracting Authority.
 1. Such acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements set forth in the performance bond, and if, within one year after the final acceptance or a longer period of time, as may be prescribed by law or by the terms of any applicable guarantee required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the Contracting Authority to do so unless the Contracting Authority has previously given the Contractor a written acceptance of such conditions specifically stating the condition that is accepted.
 2. The Contracting Authority shall give such notice promptly after discovery of the condition. All such defective or non conforming work shall be removed from the site if necessary, and the work shall be corrected to comply with the contract documents without cost to the Contracting Authority.
- B. The Contractor shall bear the cost of making good, all work destroyed or damaged by such removal or correction of separate contractors.

PART 1109. MEASUREMENT AND PAYMENT

1109.01 MEASUREMENT OF QUANTITIES

- A. The work completed under the contract shall be measured according to United States standard measures. Payment will be based on the actual quantity of work performed under the various work classifications in the contract, unless otherwise provided below, or by the method of measurement for the various classes of work.
- B. By written agreement between the Contractor and the Engineer, final settlement may be made on the basis of contract quantities without final field measurements. Such an agreement may be made before work is started or after work has been completed, if no material deviation from the original plans is involved.
 - 1. Except for those items for which quantities cannot be accurately predetermined, the contract quantities have been accurately and properly estimated, but adjustments will be made for obvious errors or authorized changes.
 - 2. The Engineer shall exercise such controls and make such measurements, as are necessary, to assure that each item of work is done in substantial compliance with the contract documents. The use of this agreement for payment shall not be considered as a change in the contract.

1109.02 SCOPE OF PAYMENT

- A. The Contractor shall accept the compensation herein provided as full payment for furnishing all materials labor, tools, and equipment for performing all work under the contract or any extension thereof allowed under 1108.07, also, for all costs arising from the action of the elements or other natural causes, agreements, and performance, nonperformance, or delays involving other contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in itself be construed to prejudice or deny any claim filed under provisions 1109.12.
- B. The contract price for any item shall be full compensation for acceptable work and for materials, equipment, tools, and labor for performance of all work necessary to complete the item in accordance with the plans and specifications, except as specifically exempt in the clauses covering the basis of payment for the item.

1109.03 ADJUSTMENT IN CONTRACT PRICE

- A. When the measured quantity of any item varies by more than 20% from the estimated quantity specified in the contracts an adjustment in price may be made for such item of work, and the adjustment will be made on the full variance from the contract quantity. Such adjustment may be requested by either party to the Contract.
 - 1. If the contract sum for an item is less than five thousand (\$5,000.00) dollars, the price of that item will not be subject to adjustment.
- B. If the increase or decrease in quantity is due to an alteration in plans, any price adjustment shall be requested and agreed upon before the work is done. If the increase or decrease in quantity is not the result of an alteration in plans, but results from errors in original estimates, or unforeseen conditions, price adjustments may be requested after the work is completed.
- C. In making price adjustments, consideration shall be given to the portion of the cost of the work that can be classified as fixed costs, independent of the exact quantity of work performed, such as transportation and installation costs on equipment, overhead costs, etc. Any price adjustment shall be arrived at from the standpoint that neither party to the contract shall be penalized by the increase or decrease in quantities which occasioned the price adjustment.
- D. If changes or alterations, as outlined in 1105.04, result in a substantial increase or decrease in cost or difficulty of the work, appropriate modifications will be made in the contract by extra work order, regardless of the quantity.
- E. All price adjustments shall be agreed to by the Engineer and the Contractor and shall be subject to the approval of the Contracting Authority.

1109.04 PAYMENT FOR WORK PERFORMED

- A. All contract price adjustments approved by the Engineer shall be subject to the concurrence of the Contracting Authority.
- B. The Contractor will receive and accept payment for work performed under his contract as follows:
 1. Items or Work Performed Which Are Covered by Definite Prices Stipulated in the Contract: For all items of acceptable work performed which are covered by definite unit prices or lump-sum amounts specified in the contract, the Contractor shall receive and accept compensation at the rate specified in the contract, except as provided in 1109.03 and for items identified as that of "significant change" as provided in 1109.17.
 2. Extra Work: Extra work ordered by the Engineer, of a quality or class not covered by the contract, will be paid for, either at an agreed price or on a force-account basis.
 3. Agreed-Price Basis: For extra work ordered by the Engineer and performed on an agreed-price basis, the Engineer and the Contractor shall enter into a written agreement before such work is undertaken. This written agreement shall describe the extra work that is to be done and shall specify the agreed price or prices.
 4. Force-Account Basis: Extra work performed on a force-account basis will be paid for in the following manner:
 - a. For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount negotiated up to 15% thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force-account work, plus the cost of worker's compensation, public liability insurance, and employment security contributions. The percentage shall cover compensation for furnishing of necessary small tools for the work together with all other overhead expense items.
 - b. The wage of the superintendent, timekeeper, or foreman who is employed partly on force-account work and partly on other work shall be prorated between the two classes of work according to the number of persons shown by the payroll, as employed on each class of work.
 - c. For materials used on force-account work, the Contractor shall receive the actual cost of materials delivered on the work, including the freight and handling charges as shown by original receipted bills, to which cost shall be added an amount negotiated to 15% thereof.
 - d. For machinery, tools, or equipment, fuel and lubricants therefor, except small hand tools which may be used, the Engineer shall allow the Contractor a reasonable rental rate to be agreed upon in writing before such work is begun. No profit percentage shall be added to the rate.
 - e. Compensation, as herein provided, shall be accepted by the Contractor as payment in full for extra work done on a force-account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overheads and profit.
 - f. At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force-account basis, using the Contracting Authority's standard force-account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Engineer and one to the contractor.
 - g. Claims for extra work performed on a force-account basis shall be submitted to the Engineer in triplicate. To the claims shall be attached such receipt or statements as the Engineer may require in support of such claims. Such claims shall be filed not later than the tenth day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges on machinery, tools, and equipment, and all material charges insofar as they are available.

5. Deficient Work: Payment for work judged by the Engineer to be deficient work shall be made at the reduced rate specified in the contract documents or, if no such rate is specified, at a modification of the contract prices as determined by the Engineer.

1109.05 CANCELLED WORK

- A. The Contracting Authority shall have the right to cancel any or all items from the contract when unforeseen circumstances, failure to secure permits, approvals, loss of funding, unanticipated design changes, or other reasons beyond the control of the Contractor prevent or unreasonably delay completion of the contract, or of certain items of the contract, or when the Contracting Authority determines that cancellation is in the public or national interest.
- B. The Contractor may be prevented from starting work on a contract, or an identified phase of a contract, as a result of a delay caused by the Contracting Authority or others.
- C. When the contract period is defined by approximate starting date and the delay prevents the Contractor's starting work on the contract or an identified phase of the contract for 30 days beyond the date which, by notice to the Engineer, the Contractor proposed to start work, the Contractor may request cancellation by written notice to the Engineers stating the reasons.
- D. In either case, within 30 days from the date of the request, the Engineer will eliminate or minimize, if possible, the cause for the delay and issue a notice to proceed, redefine the basis on which the work is to proceed, or cancel the contract or phase of the contract.
- E. The Contractor shall not use delays that occur prior to starting work or an identified phase of the work as a basis of a claim against the Contracting Authority except for an extension of contract period.
- F. Notices described in this article should be transmitted by certified mail.
- G. For finished portions of items canceled, the Contractor will be paid at the contract unit prices, in accordance with the provisions of 1109.04. For finished portions of major items canceled, the Contractor will be paid as provided in 1109.17. For all items, materials ordered and delivered for the unfinished portion of such canceled, or omitted items, the Contracting Authority will pay cost plus 10 percent as an overhead charge. The Contractor's expense for work of handling or transporting such material shall be included in computing the cost.
- H. The Contracting Authority will also pay any actual expenses sustained by the Contractor by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.
 1. Material paid for shall become the property of the Contracting Authority and shall be disposed of as directed by the Engineer.

1109.06 PARTIAL PAYMENTS

- A. If the work extends over a period of more than one month, the Engineer may, upon request from the Contractor, prepare monthly estimates based on the amount of work completed in an acceptable manner.
 1. On contracts for which the contract sum is \$10,000.00 or more, monthly estimates may be allowed, based on 90% of invoiced value of processed or fabricated materials which have been delivered on the project site, provided the materials are of acceptable quality and the manner of storage is satisfactory to the Engineer.
 2. The Engineer's monthly estimates shall be partial payments on the contract, and the allowance of a monthly estimate by the Contracting Authority does not constitute final acceptance of the work upon which the estimates are based. Each estimate shall be filed by the Contractor in the form of a claim against the Contracting Authority and certified to by the Engineer on a payment request form supplied by the Contracting Authority.

- B. Five percent (5%) of each progress estimate shall be deducted and held as a suspended payment. Payments may be made on the remainder of the progress estimate, except under circumstances which would prejudice the rights of those who have filed claims pursuant to Chapter 573, Code of Iowa.
 - 1. The retained percentage will not be due and payable for a period of at least 30 days after the date of final acceptance of the entire contract or following the release or adjudication of claims that may have been filed, or until the Contractor has filed the sworn final estimate and sales and use tax statement with the Contracting Authority.
 - 2. Should a reasonable doubt arise as to the integrity of any part of the completed work, the estimate for that portion shall not be allowed until the cause for such doubt has been removed.
 - 3. The progress estimates and payments are approximate only, and shall be subject to correction in the final estimate and payment.
- C. Failure to make partial payment within 30 days after receipt and approval of the monthly estimate by the Engineer, will cause interest to accrue and additional payment therefor to be made in accordance with provisions of Chapter 573, Code of Iowa, subject to limitations included therein.

1109.07 SUPPLEMENTAL CONTRACT FOR WORK INTERRUPTED

- A. After ninety-five (95%) of the work has been performed to the satisfaction of the Contracting Authority, including consideration of the contract period, and it is apparent that conditions beyond the control of the Contractor will delay the completion of the contract for more than 60 days, the Contractor may request a supplemental contract for the uncompleted portion of work on the same terms as those of the original contract.
 - 1. If the Contracting Authority agrees, and the surety for the Contractors consents to the extension of the bond for the time required to complete the supplemental contract, the supplemental contract will be issued. After the contract has been entered into, full payment will be made for the work completed, except under circumstances which would prejudice the rights of those who have filed claims pursuant to Chapter 573, Code of Iowa.
- B. The unpaid money, held by the Contracting Authority as a retainer of the original contract price, will be due and payable to the Contractor 30 days after the date of the Contracting Authority's approval of the supplemental contract, except as provided for the release and adjudication of claims in 1109.06.

1109.08 CERTIFIED STATEMENT OF SALES TAX AND USE TAX PAID

- A. Unless the Contracting Authority has issue an authorization letter and a Sales Tax Exemption Certificate for this project, before final payment can be made on a contract, the Contractor and subcontractors shall file a certified statement on forms provided by the Contracting Authority, showing the amount of Iowa sales tax and use tax paid by them on all materials which have become a component part of the finished, completed contract and on such supplies for this construction as were actually consumed on this work.
- B. These statements shall be submitted in duplicate to the Contracting Authority at the completion of the contract.

1109.09 ASSIGNMENT OF MONIES

- A. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this agreement unless the Contractor has received written consent of the Contracting Authority.

1109.10 SUBMITTALS REQUIRED BEFORE FINAL PAYMENT

- A. Before final payment can be made on this contract, the Contractor shall submit to the Engineer the following:
 - 1. A request for prefinal and final payment.

2. One copy of any guarantees for products incorporated into the work.
3. Two copies of the operating instructions on each piece of equipment incorporated into the work.
4. Statements of Sales Tax from the Contractor and subcontractors, unless in receipt of an authorization letter and a Sales tax Exemption Certificate issued by the Contracting Authority fo this project.

1109.11 FINAL ACCEPTANCE AND PAYMENT

- A. Final acceptance is stipulated to mean a written acceptance by the Contracting Authority. The Contracting Authority shall make final acceptance promptly upon the satisfactory completion of the work. Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claims against the amount withheld.
- B. Failure to make final payment within 70 days after completion of the work, and if all requirements of the contract are completed, will cause interest to accrue and additional payment therefor to be made in accordance with provisions of Chapter 573, Code of Iowa, subject to limitations included therein, however, this provision shall not apply when final payment includes a supplemental contract for work interrupted, as provided for in 1109.07.
- C. Completion of the work will be considered as the date of approval and work acceptance by the Contracting Authority. When interest is to be paid, the date from which interest is to be calculated will be the thirty-first day after all required materials, certifications, and other documentation required to be submitted by the Contractor are received by the Engineer, however, the Contractor will be paid no interest if final payment is made within 70 days from the date of approval and work acceptance. The signed final payment request is not required documentation, but if not returned to the Engineer within 30 days, it will be considered required documentation.
- D. Signing of the final payment request or acceptance of payment based thereon, shall not waive any rights of either party in the resolution of any claim filed in accordance with 1109.12.
- E. The Contracting Authority shall satisfy itself as to the faithful completion of each part of the work, and may reject any portion found to be inconsistent with the terms of the contract.

1109.12 DISPUTED CLAIMS FOR EXTRA COMPENSATION

- A. In any case where the Contractor deems that extra compensation is due for work or material not clearly covered in the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the intention to make a claim for extra compensation before beginning the work on which the claim is based.
- B. The Contracting Authority shall be responsible for damages attributable to the performance, nonperformance, or delay of any other contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the project, only when such damage is a result from negligence on the part of the Contracting Authority, Engineer, or any of its officers or employees.
 - 1. In any case where the Contractor deems that extra compensation is due from the Contracting Authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.
- C. In either cases if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual cost, as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractors and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.
 - 1. The claims when filed, shall be in writing and in sufficient detail to permit auditing and evaluation by the Contracting Authority. Claims shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other persons having knowledge of the facts.
 - 2. In the event the claimant wishes an opportunity to present the claim in person, then the claim shall be accompanied by a written request to do so.
 - 3. Where the claimant asks an opportunity to present the claim in person, the Contracting Authority, within a reasonable period of time after the filing of the claim, shall fix a time and place for a meeting between the claimant and the Contracting Authority or its designated representatives.

- a. The Contracting Authority shall, within a reasonable time from filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant in writing, of its ruling together with the reasons therefor. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- E. The Contractor shall not institute any court action against the Contracting Authority for the adjudication of any claims until such claim has first been presented to Contracting Authority pursuant to this articles and submitted to arbitration or a request for arbitration is denied pursuant to 1109.13.

1109.13 ARBITRATION

- A. If a Contractor's claim, as outlined in 1109.12, has been disallowed, in whole or in part, then the Contractor may, within 30 days from the date the ruling of the Engineer is mailed to the Contractor, make a written request to the Engineer that the claim or claims be submitted to a board of arbitration.
 1. The Engineer shall decide whether the matter is one which is subject to arbitration and shall, within 30 days of the receipt of the request for arbitration, grant or deny the request.
 2. The Engineer's decisions shall be final.
- B. Said board of arbitration shall consist of three persons, one to be chosen by the Engineer, one by the Contractor, and the third by the two arbitrators.
- C. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time involved in the controversy, or at the time of arbitration.
- D. The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Engineer and the Contractor.
 1. If the desired records are not produced within 10 days after they are requested, the board of arbitration shall proceed without them as best it may.
 2. In determining the findings, or awards, or both, the majority vote of the board shall govern. Copies of the findings or awards or both, signed by the arbitrators shall be filed with the Engineer and the Contractor.
 3. A majority report or minority report may be filed. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne.
- E. The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation which have not been allowed by the Engineer. Jurisdiction of the board shall not extend to:
 1. A determination of quality of workmanship, or materials furnished, or to an interpretation of the intent of the plans and specifications, except as to matters of compensation.
 2. Setting aside or modifying the terms or requirements of the contract.
- F. The findings or awards or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment.
- G. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiations between the parties. If a solution agreeable to both parties has not been reached through the filing of a claims through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available.

1109.14 CLAIMS AGAINST CONTRACTOR

- A. The Contractor guarantees the payment of all just claims against him/her or any subcontractor, in connection with the work. If another contractor on the project submits a claim for alleged damages caused by delay due to the Contractor not having completed its work in a timely manner, the Contractor's bond shall remain in effect until payment of such claim is made, or until litigation is started, at which time the bond will be released.

1109.15 TIME LIMITS FOR FINAL ADJUSTMENT

- A. The Contractor shall understand that the Contracting Authority will not be bound to consider applications for correction of estimates and payments after the Contractor has signed the final estimate, or after 30 days from the date when the final estimate is submitted to the Contractor for approval. Should an error be discovered as a result of the Contractor's annual audit, an application for corrections promptly made will be considered.

1109.16 NATIONAL EMERGENCY PROVISIONS

- A. The Contracting Authority may, with written notice, terminate the contract, or a portion thereof, when the Contractor is prevented from proceeding with the construction contract as a direct result of an executive order of the President with respect to the prosecution of war, or in the interest of national defenses as provided in Chapter 573A of the Code of Iowa.
- B. When contracts, or any portion thereof, are terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract unit prices or as mutually agreed for items of work partially completed or not started. No claim for loss of anticipated profits shall be considered.
 - 1. Reimbursement for organization of work (when not included in the contract) and moving equipment to and from the job will be considered where the volume of work completed is too small to compensate the contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor.
- C. Acceptable materials, obtained by the Contractor for the work, which have been inspected, tested, and accepted by the Engineer, and which are not incorporated into the work, shall be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by the Engineer.
- D. Termination of a contract, or a portion thereof, shall not relieve the Contractor of its responsibilities for the completed work, nor shall it relieve the Contractor's surety of its obligation for and concerning any just claims arising out of the work performed.

1109.17 STANDARD CONTRACT CLAUSES

- A. Differing site conditions.
 - 1. During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party, in writing, of the specific differing conditions before they are disturbed and before the affected work is performed.
 - 2. Upon written notification, the Engineer will investigate the conditions, and if he/she determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding loss of anticipated profits, will be made and the contract modified in writing accordingly.
 - a. The Engineer will notify the Contractor of his/her determination whether or not an adjustment of the contract is warranted.

3. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.
 4. No contract adjustment will be allowed under this clause for any effects caused on unchanged work.
- B. Suspension of work ordered by the Engineer.
1. If the performance of all or any portion of the work is suspended or delayed by the Engineer, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.
 2. Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or Subcontractors at any approved tier, and not caused by weather, the Engineer will make an adjustment, excluding profit, and modify the contract in writing accordingly.
 - a. The Engineer will notify the Contractor of his/her determination, whether or not an adjustment of the contract is warranted.
 3. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.
 4. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract.
- C. Significant changes in the character of work.
1. The Engineer reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work, as are necessary to satisfactorily complete the project.
 - a. Such changes in quantities and alternations shall not invalidate the contract nor release the Surety, and the Contractor agrees to perform the work as altered.
 2. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any anticipated profits, adjustments will be made to the contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If such a basis cannot be agreed upon, an adjustment will be made either for or against the Contractor in such amount as the engineer may determine to be fair and equitable.
 3. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the contracts the altered work will be paid for as provided elsewhere in the contract.
 4. The term "significant change" shall be construed to apply only to the following circumstances:
 - a. When the character of the work as altered, differs materially in kind or nature from that involved or included in the original proposed construction or;
 - b. When a major item of work, as defined elsewhere in the contract, is increased in excess of 125 percent or decreased below 75 percent of the original contract quantity, any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of original contract item quantity, or in case of a decrease below 75 percent, to the actual amount of work.

1109.18 INTEREST PAYMENTS

A. Interest on monthly payment estimates.

1. Interests shall be paid to the Contractor on any progress payment approved by the Chief Engineer under paragraph A of paragraph 1109.06 of these General Covenants and Provisions, which remains unpaid after thirty (30) days of the receipt by the Contracting Authority.
 - a. Receipt by the Contracting Authority shall be defined as the date the Contracting Authority's central office mail staff receives the progress payment request and stamp it. All progress payment requests which are delivered directly to the central office by the Contractor or the Inspector of the Contracting Authority shall have a date of receipt entered by the mail room staff.
 - b. Interest shall accrue on the 31st day after receipt by the Contracting Authority, if approved by the Chief Engineer, and shall end on the date the warrant is issued by the Iowa Department of Revenue. The rate of interest shall be the same as the rate of interest in effect under 453.6 of the Iowa Code, as the date interest begin to accrue.

B. Interest on retainage.

1. Interest shall be paid on any retained funds held under paragraph B of section 1109.06 of these General Covenants and Provisions. Interest shall be paid as outlined in Iowa Administrative Code section 561, Chapter 8.7.

END OF SECTION 00700

PART 0 - GENERAL

0.00 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 requirement herein or elsewhere in the Specifications.

0.03 DEFINITION OF TERMS:

- A. Article 1101.03 "Definition of Terms" is supplemented and modified as follows:
 - 1. General Explanation: 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 of the Engineering Bureau 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.

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, Etc.: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "directed by Project Engineer," "requested by the Project Engineer," etc. However, no such implied meaning will be interpreted to extend Project Engineer's responsibility into Contractor's area of construction supervision.
10. Approve: Where used in conjunction with Project Engineer's or Project Inspector's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved," will be held to limitations of responsibilities and duties as specified in General Covenants and Provisions and Supplementary Covenants and Provisions. In no case will "approval" 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, 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 or firm) engaged by 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

1.02 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.

PART 4 - SCOPE OF WORK

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 or construction 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. Contractor is to apply and pay for NPDES Stormwater Discharge Permit for Construction Operations, as required by EPA regulations for work performed after March 10, 2003, for any land-disturbing activity which will disturb an area of one or more acres.
 - a. Permits are available from IDNR Stormwater Coordinator, Wallace State Office Building, Des Moines, Iowa 50319. (Tel. 515/281-7017)
 - b. Copies of Permit Application and Permit issued are to be furnished to DNR Construction Inspector prior to any construction operations.

4.13 DRAWINGS AND SPECIFICATIONS:

- A. Article 1104.13 "Drawings and Specifications" is supplemented and modified as follows:
 1. 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.

PART 5 - CONTROL OF WORK

5.02 PLANS:

- A. Article 1105.02 "Plans" is supplemented or modified as follows:
 - 1. Plans for this project may be referred to as "Drawings, Project Drawings or Plans, Profiles and Cross Sections."

5.07 CONSTRUCTION STAKES AND BENCHMARKS:

- A. Article 1105.07 "Construction Stakes and Benchmarks" is supplemented and modified as follows:
 - 1. The contractor shall be responsible for providing all labor, equipment and material necessary to complete the work covered in paragraph A & B of the General Covenants and Provision of this contract. The Contractor or his/her assigned representative shall assume the function of the Engineer as described herein in addition to those assigned to the Contractor and be held responsible for such. The cost of this work shall be paid for as "Construction Survey" Bid Item.

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 9 - MEASUREMENT AND PAYMENTS

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 00811

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 Wapello Sanitary Sewer Lining", Project Number 15-05-26-02..
- 2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
 - a. This project consists of rehabilitating 533 feet of 6" and 3232 feet of 8" gravity sewer mains and also replacing 757 feet of 4" laterals. The sewer line will be rehabilitated by cast in place lining of the pipe (CIPP) and by replacing several small lengths of broken pipe by point repair. All but one of the manholes will be repaired by centrifugally cast cementitious mortar lining (CCCM) and new casting.

- B. Occupancy:

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

1.04 MEASUREMENT AND PAYMENTS:

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

1.06 COORDINATION:

A. Project Coordination:

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

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

1.07 FIELD ENGINEERING:

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

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

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

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

1.09 ABBREVIATIONS AND SYMBOLS:

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

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

1.13 PROJECT MEETINGS:

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

1.16 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS:

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

- a. Place and maintain such barricades as may be necessary to prevent public access to the project site at no cost to the Owner.

E. Options and Substitutions:

1. Bid shall include all equipment, materials, and services as specified, noted on the Drawings or required for a complete and proper installation.

1.19 CONTRACT CLOSEOUT:

A. Final Cleaning:

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

B. Final Inspection:

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

END OF SECTION 01000

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 LUMP SUM / UNIT PRICE BID:

- A. Bid each item on a Unit Price basis 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.
- B. 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.</u> <u>Section</u>	<u>Item</u> <u>Description</u>	<u>Shop</u> <u>Drawing</u>	<u>Product</u> <u>Data</u>	<u>Samples,</u> <u>Test Results or</u> <u>Certification</u>
33 01 30.....	X.....	X.....	X
33 31 23.....	X.....	X

1.12 RECORD DRAWINGS:

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

1.13 GUARANTEES, WARRANTIES AND CERTIFICATES:

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

1.14 OPERATING AND MAINTENANCE INSTRUCTIONS:

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

1.15 CHANGE ORDER PRICE QUOTES:

- A. In the event of the need for change order, the DNR Construction Inspector will request a price quote from the Contractor for proposed changes to the contract.
- B. For evaluation purposes, the Contractor's quote shall be broken down to show the costs of labor and materials for each proposed category of work included with the change, along with the total cost for Contractor's overhead, profit and bond for the proposed change.

- C. All contract time extensions required as a result of a proposed change must be justified and supported in detail at the time of the proposal.

1.16 TEST REPORTS:

- A. Refer to Section 01400 of these specifications.

1.17 DELIVERY TICKETS:

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

END OF SECTION 01300

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 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.

1.02 REFERENCES:

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

1.03 DEFINITIONS:

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

1.04 QUALITY ASSURANCE:

- A. Quality Control: Establish and maintain quality control for environmental protection of all items set forth herein.
 - 1. Record on daily reports any problems in complying with laws, regulations and ordinances and corrective action taken.

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

1.05 PROJECT/SITE CONDITIONS:

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

1.06 MAINTENANCE OF POLLUTION CONTROL FACILITIES:

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

PART 2 - PRODUCTS

2.01 MATERIAL AND EQUIPMENT:

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

PART 3 - EXECUTION

3.01 EXAMINATION:

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

3.02 PROTECTION OF LAND RESOURCES:

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

3.03 PROTECTION OF MONUMENTS AND MARKERS:

- A. Protect monuments and markers before and during construction operations.
- B. Where construction operations are to be conducted during darkness, the markers shall be visible.
- C. The Contractor shall convey to his personnel the purpose of marking and/or protection of all necessary 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. Installation, maintenance and removal of water pollution control methods and materials to be incidental to other items of work on the project, unless a specific Bid Item for Erosion Control exists.

3.11 PROTECTION OF FISH AND WILDLIFE RESOURCES:

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

3.12 PROTECTION OF AIR RESOURCES:

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

3.13 PROTECTION OF SOUND INTRUSIONS:

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

3.14 MOSQUITO CONTROL:

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

3.15 CLEANING:

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

END OF SECTION 01560

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 CLEANING UP:

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

1.03 GUARANTEES, BONDS AND AFFIDAVITS:

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

1.04 RECORD DRAWINGS:

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

1.05 SHOP DRAWINGS:

- A. Refer to Section 01300 of these specifications.

1.06 TESTS:

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

1.07 MAINTENANCE AND OPERATING:

- A. Refer to Section 01730 of these specifications, if applicable.

1.08 DAMAGE TO EXISTING STRUCTURES:

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

1.09 FINAL INSPECTION:

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

END OF SECTION 01700

PART 1 - GENERAL

1.01 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 DESCRIPTION OF WORK:

- A. Provide such field engineering services as are required for proper completion of the work including, but not necessarily limited to:
 - 1. Establishing and maintaining lines and levels;
 - 2. Structural design of shores, forms, and similar items provided as part of the Contractor's means and methods of construction.
- B. Additional requirements for field engineering may also be described in other sections of these specifications.

1.03 REFERENCES:

- A. Refer to Section 1105.07 "Construction Stakes and Bench Marks" of the General Covenants and Provisions for assignment of responsibilities for the Owner and Contractor.

1.04 SUBMITTALS:

- A. Comply with pertinent provisions of Section 01300.

1.05 PROCEDURES:

- A. In addition to procedure directed by the Contractor for proper performance of the Contractor's responsibilities.
 - 1. Locate and protect control points before starting work on the site.
 - 2. Preserve permanent reference points during progress of the work.
 - 3. Do not change or relocate reference points or items of the work without specific approval from the DNR Construction Inspector.
 - 4. Promptly advise the DNR Construction Inspector of a lost, destroyed, or reference point requiring relocation due to other changes in the work.
 - a. When directed by the DNR Construction Inspector, the replace referenced stake at no additional cost to the Owner.

- B. Meet with DNR Construction Inspector to establish actual building location, set backs, and side yards.

END OF SECTION 01050

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 SUMMARY:

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

1.03 PROGRESS SCHEDULE:

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

1.04 PRICE BREAKDOWN:

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

1.05 SHOP DRAWINGS AND MANUFACTURER'S LITERATURE:

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

1.06 SAMPLES:

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

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

1.07 QUALITY ASSURANCE:

A. Coordination of Submittals:

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

B. Substitutions:

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

C. Or Equal:

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

1.08 RESUBMISSION REQUIREMENTS:

A. Shop Drawings:

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

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

1.09 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:

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

1.10 CONTRACTOR RESPONSIBILITIES:

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

1.11 REQUIRED SUBMITTALS:

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

<u>Spec.</u> <u>Section</u>	<u>Item</u> <u>Description</u>	<u>Shop</u> <u>Drawing</u>	<u>Product</u> <u>Data</u>	<u>Samples,</u> <u>Test Results,</u> <u>Certification</u>
02730	Sanitary Sewerage		X	
02956	Sewer Lining		X	
02958	SS. Manhole Rehab		X	
03000	Lawns and Grasses		X	

1.12 RECORD DRAWINGS:

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

1.13 GUARANTEES, WARRANTIES AND CERTIFICATES:

- A. Submit all guarantees, warranties and certificates prior to final payment.
- B. Refer to Sections 02956 & 02958 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 MATERIAL:

- A. All materials, equipment, and other items incorporated in the work of this project must be new, and both materials and workmanship of best grade of their respective kinds.
- B. To assure ready availability of materials, parts, or components for repair, replacement or future expansion purposes, all materials, equipment, and related components must be obtained from sources which maintain a regular, domestic stock.
- C. Throughout all sections of these specifications, provide other material not specifically described but required to provide Owner with a complete and proper installation of all phases of the work of this contract. Select these materials subject to the approval of Architect/DNR Construction Inspector.

1.03 ITEMS NOT IN CONTRACT:

- A. All items indicated "N.I.C." on drawings or specifications are items not included in this contract.
- B. Provide necessary provisions in the work of this project to permit proper installation of "N.I.C." items.

1.04 OWNER-FURNISHED MATERIALS, SUPPLIES, AND EQUIPMENT:

- A. The Owner will not furnish any materials, supplies, or equipment concurrent to this contract.

1.05 TRANSPORTATION AND HANDLING:

- A. Provide protection against damage for all materials during delivery to and storage at the site.
- B. Handling of all materials and equipment shall be such as will prevent damage to such material and/or equipment.
- C. Replace or repair to the satisfaction of the DNR Construction Inspector, all items damaged because of Contractor's failure to properly protect during transportation and handling, when on or off the project site, at no additional cost to the Owner.

1.06 STORAGE AND PROTECTION:

- A. Protect all materials, work, and equipment against damage at all times.
- B. Refer to Section 01500 for requirements for storage sheds. Store all materials that might be damaged within storage sheds.

END OF SECTION 01600

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: The work covered by this section consist of site clearing, grading, general and building excavation, disposal of debris and spoils, dewatering preparation of subgrade, foundations, borrow, embankment, structural and general backfill, restoration, and cleanup necessary to construct the project, all as shown on the drawings and as specified herein.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.

1.02 QUALITY ASSURANCE:

- A. Codes and Standards: Perform all excavation work in compliance with applicable requirements of governing authorities having jurisdiction.
- B. Safety: All excavation work and methods of construction shall conform to the state of Iowa Bureau of Labor and all OSHA Standards.

1.03 JOB CONDITIONS:

- A. Site information shown on the Drawings regarding existing conditions is of a general nature. Visit the site and become familiar with existing conditions.
- B. Observe weather conditions. Attempt no work in frozen conditions without the approval of the DNR Construction Inspector.

1.04 PROTECTION OF PERSONS AND PROPERTY:

- A. Protect from damage existing buildings, walks, paving, fencing, sod, and other items noted to remain. Maintain benchmark, monuments, property stakes, and other reference points.
- B. Protect existing underground utilities to remain.
 - 1. Notify the DNR Construction Inspector of underground utilities or structures encountered but not indicated on drawings.
 - 2. Contractor responsibilities: correcting damage caused to existing construction, utilities, surfacing, and other items noted to remain at no additional expense to the Owner.
- C. Barricade open excavations occurring as part of this work and provide warning lights.

1.05 EXPLOSIVES:

- A. The use of explosives is not permitted.

PART 2 - PRODUCTS

2.01 GENERAL FILL AND EMBANKMENT MATERIAL:

- A. Materials to be incorporated in the top 12 inches of earth embankment or general fill shall be earthy materials, free from stones larger than 2 inches, broken concrete, roots, or other materials that would significantly affect scarifying, compacting and finishing the subgrade.
- B. It is anticipated that the majority of excavation material from the building excavation will be acceptable for this use.
- C. Obtain approval of fill material prior to any placement from the DNR Construction Inspector.

2.02 STRUCTURAL BACKFILL MATERIAL:

- A. Structural backfill material shall consist of a natural sand or a mixture of sand with gravel, crushed stone, or other broken fine material to fill all voids in coarser material.
 - 1. The maximum size of any gravel, stone, or broken or fragmented material shall be of such size that 100 percent passes a 6-inch sieve.
 - 2. The liquid limit of the material shall not be greater than 25 and the plasticity index shall not be more than 6.
 - 3. The portion of the material, which passes a No. 4 sieve, shall conform to the following requirements:

<u>Sieve Size</u>	<u>Percentage By Weight Passing</u>
No. 4	100
No. 40	Not more than 75
No. 100	Not more than 15
No. 200	Not more than 8

- B. The material shall be capable of being compacted to 95 percent maximum density without undue weaving and heaving as defined by ASTM D698, Method D.
- C. Obtain approval of fill material prior to any placement from the DNR Construction Inspector.

2.03 GRANULAR DRAINAGE FILL MATERIAL:

- A. Granular drainage fill for use under concrete slabs and walks where shown on the Drawings shall consist of granular free-draining material; consisting of clean bank run gravel or crushed stone of full range of sizes.
- B. Maximum size of aggregate shall be 3/4 inch. 15 to 50% of that portion of weight of fill shall be passing the No. 4 sieve.

2.04 TOPSOIL:

- A. Topsoil: Friable clay loam surface soil reasonably free of subsoil, clay lumps, stones and other objects over two inches in diameter, and without weeds, roots and other objectionable materials.

PART 3 - EXECUTION

3.01 SITE CLEARING:

- A. General: Remove all vegetation, improvements, or obstructions interfering with installation of new construction.
 - 1. Removal includes digging out of stumps, roots, boulders and any other necessary items, the removal of which is not covered in the work of another section.
- B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except those indicated or directed to be left standing.
 - 1. Completely remove stumps, roots, boulders and other debris protruding through the ground.
 - 2. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
 - 3. Depressions: Fill depressions caused by clearing and grubbing operations with satisfactory soil materials, unless further excavation work is required or indicated.

3.02 LAYING OUT WORK:

- A. Commission surveyor to locate new construction, set slope and grade stakes, and otherwise fully lay out work.
 - 1. Provide grade staking to maintain proper grades and control.
 - 2. Check existing grades at site against grades or contours indicated on Drawings, and report any differences to Architect before starting of grading.
 - 3. Stake out building and verify location before start of grading.
- B. Preserve stakes and markers.
 - 1. Replace at no cost to the Owner' stakes or markers carelessly or willfully damaged by operation.
 - 2. Assume responsibility for accuracy of lines, grades, and dimensions.

3.03 STRIPPING AND SALVAGING OF TOPSOIL:

- A. Preparation: Mow or otherwise remove weed grass and other vegetation on entire area expected to be disturbed by the work of this section.

- B. Sod: Shred sod by shallow plowing, blading or disking throughout the entire area.
- C. Excavation of Topsoil: Excavate topsoil throughout the entire prepared area to a depth of 12 inches and stockpile where designated by DNR Construction Inspector.

3.04 DEWATERING:

- A. Dewatering System: Provide, maintain and operate sufficient well points, headers, pumps, trenches, and sumps to keep all excavations for structures free from water at all times. Submit proposal to the DNR Construction Inspector for review prior to construction.
- B. Surface Runoff: Control grading around the excavation to prevent surface water from running into the excavations for the structure.
- C. Saturated Foundations: Prior to placing any concrete for foundations, remove soils in footing excavation that have become saturated with surface water.

3.05 EXCAVATION - GENERAL:

- A. General: General excavation consists of removal of materials of whatever nature, including boulders smaller than 1 cubic yard in volume, required for the construction of structures, roads, and walks.
 - 1. The method of excavating shall be at the Contractor's option, exercising great care to leave the final grade in an undisturbed condition.
 - 2. If final grade is disturbed, restore to requirements and satisfaction of the DNR Construction Inspector/Architect.
 - 3. Prior to placing any concrete for footings and foundation work, notify the DNR Construction Inspector to inspect the excavation and obtain approval to proceed with the placement.
- B. Frozen Ground: Provide frost protection for all structural excavation work and do not place concrete for foundation work on frozen ground.
- C. Protection of Existing Work: Protect existing work, including underground utilities and piping, from damage caused by excavation work.
 - 1. Repair any damage to existing work, utilities, or piping at Contractor's expense.
- D. Storage of Fill Materials: Store suitable excavated fill material away from excavations to avoid slides.
 - 1. Deposit excess earth on site, where directed by DNR Construction Inspector.
- E. Removal of Unsuitable Materials: The DNR Construction Inspector may find that changes to cross-sectional dimensions and depths shown on Drawings are necessary to secure foundations free from soft, weathered, shattered and loose materials or other objectionable materials.

1. Remove unsuitable material encountered and replace with granular materials from established pits satisfactory to the DNR Construction Inspector.
 2. Compact granular materials to at least 95 percent of maximum density.
 3. When the excavation of unsuitable materials and replacement with granular fill material directed by the DNR Construction Inspector is found to be above normal expectations, it will be paid for at the unit prices listed in the Contractor's submitted cost breakdown.
 - a. What constitutes normal expectations will be determined by the Architect.
 - b. The Architect's decision will be final.
- F. Disposal of Excavated Materials: Materials free from sticks, roots, and other objectionable material may be used on site as directed by the DNR Construction Inspector.
1. Remove excavated materials not suitable for fill as directed by the DNR Construction Inspector.

3.06 STRUCTURAL EXCAVATION:

- A. Excavate to elevations and dimensions indicated on the Drawings; allow additional space as required for construction operations and inspection.
- B. Remove all existing construction, encountered within the excavation, to a depth of 6 inches below the indicated elevation of footings and subgrades, to receive floor slabs, walks, and paving.
- C. If suitable bearing for foundations, is not encountered at depth indicated on the Drawings, immediately notify the DNR Construction Inspector.
 1. Do not proceed until instructions are given and necessary measurements made for the purpose of establishing additional volume of excavation.
- D. Excavate last 4 inches by hand, if machines are used for excavation.
- E. Fill with concrete, at Contractor's expense, unauthorized excavation carried below bottom of foundation levels shown.
- F. The DNR Construction Inspector will inspect and approve the bottoms of all excavation prior to concrete placement.

3.07 STRUCTURAL BACKFILL:

- A. Start backfill around foundations not less than 24 hours or more than seven (7) days after application of waterproofing.
 1. Backfill walls and piers to about the same elevation on each side to equalize pressure.
- B. Compacted structural backfill to 95 percent of its maximum density.

1. Compact to density and construction requirements as determined by ASTM D698, Method D or by AASHTO Method T-180 (Modified Proctor Density).

C. Compact subgrade to receive structural backfill to 95 percent density.

3.08 DRAINAGE FILL UNDER INTERIOR SLABS:

A. Unless otherwise indicated on the Drawings, place a 6-inch minimum layer of granular drainage fill.

B. Compact this fill material to 95 percent of maximum density at optimum moisture content.

3.09 DRAINAGE FILL UNDER EXTERIOR SLABS:

A. Provide 4-inch minimum layer of granular drainage fill sub-base for exterior concrete slabs.

B. Compact with mechanical platform tamper or as approved by DNR Construction Inspector.

3.10 PLACING BACKFILL ADJACENT TO WALLS AND FOOTINGS:

A. Deposit fill on each side of piers, walls and freestanding structures simultaneously to approximately the same elevation.

1. Protect below grade waterproofing, dampproofing and insulation with a single thickness of 1/2" fiberboard, 1/8" asphalt impregnated board or other approved means.

2. Place fill in workable condition, free of clods, frost, or debris, in 6" lifts and thoroughly compact each lift with mechanical tamper.

B. Do not operate heavy equipment for spreading and compacting backfill closer to any wall than a distance equal to the height of the backfill above the top of the footings.

1. Backfill adjacent to walls shall be compacted to the same density as the adjacent fill with a small vibratory or hand tamping compactor.

3.11 PREPARATION OF EARTH SUBGRADE FOR CONCRETE:

A. When excavating for footings or bottom mat slabs to be cast on native soil, excavate to final grade in a manner as to not disturb the existing soil.

1. If the soil is disturbed, compact it to the satisfaction of the DNR Construction Inspector.

2. If the soil is not capable of compaction to the satisfaction of the DNR Construction Inspector, remove the disturbed material, and replace it with thoroughly compact structural backfill material.

B. Do not place concrete on surfaces that are muddy, frozen or contain frost.

- C. If during the course of construction, bottom surfaces become saturated with water or muddy, remove the undesirable material and replace with compacted structural backfill as indicated above.

3.12 PLACING PIPE IN FILL:

- A. When it is necessary to place pipe culverts, drain piping, or other appurtenances in general or structural backfill, bring the fill up to at least one foot above the top of the pipe or appurtenances.
 - 1. Do not leave areas of backfill depressed to allow for trenches.
 - 2. After the compacted fill is complete, excavate for the pipe or appurtenances.
 - 3. Backfill materials and compaction shall conform to the fill in which it is placed.

3.13 TRIMMING AND CLEAN UP:

- A. Conduct final trimming and cleaning up shall as follows:
 - 1. Smooth out all irregularities, fill all washouts, make slopes uniform, slightly rounded at top and bottom, and compact the entire area of the fill to the required lines, grades and cross sections, within 1/10 foot above or below the established grade.
 - 2. Where additional material is required, provide similar fill as the one used, and obtain such material from source approved by the Architect/DNR Construction Inspector.
 - 3. When work is completed, remove and dispose of surplus material including stumps, trees and brush, and leave premises in a condition acceptable to the DNR Construction Inspector.

3.14 FINISH GRADING:

- A. After completion of rough grading, scarify areas to receive topsoil to finish grade shown.
- B. Deposit topsoil to a minimum depth of 6". In areas with existing topsoil, no additional topsoil is required.
- C. Grade topsoil to eliminate water pockets or irregularities.
- D. Eliminate soil lumps and round abrupt changes in slope.
- E. Spread excess earth on site as directed by DNR Construction Inspector.

3.15 SITE RESTORATION:

- A. All disturbed areas within the boundaries of this project not specifically receiving a finished surface are to be seeded in accordance with Section 02930.
- B. Prepare all surfaces to receive seeding per "Standard Specifications" 2001 I.D.O.T., Section 2601.04.

END OF SECTION 02200

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: The work covered by this Section consists of furnishing all material, labor and equipment necessary or required to do the trenching, backfilling and compacting needed for the proper and complete installation of underground utilities as shown on the Drawings.
- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements.

1.02 QUALITY ASSURANCE:

- A. Qualifications: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.
- C. Codes and Standards: Perform all work of this Section in compliance with applicable requirements of governing authorities having jurisdiction.
 - 1. In addition to complying with the pertinent codes and regulations of other governing agencies, comply with applicable requirements of Iowa Department of Natural Resources Authorized Technical Specifications for Water and Sewer Projects, latest edition.
- D. Safety: All trenching, excavating and methods of construction shall conform to the state of Iowa Bureau of Labor and all OSHA standards.
- E. Where conflicts arise between Contract Documents and Referenced Codes and Standards, the latter shall prevail, unless Contract Documents are more stringent.
 - 1. Bring all conflicts to the attention of the DNR Construction Inspector.

1.03 PROJECT/SITE CONDITIONS:

- A. Environmental Requirements:
 - 1. Protect existing trees and other vegetation indicated or as directed by DNR Construction Inspector to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot traffic or vehicular traffic, or parking of vehicles within drip line.

2. Provide temporary guards to protect trees and vegetation to be left standing.
 3. Repair or replace trees and vegetation indicated to remain which are damaged by construction operations, in a manner acceptable to the DNR Construction Inspector.
- B. Existing Conditions:
1. Site information indicated on the Drawings regarding existing conditions, is of a general nature.
 - a. Visit the site and become familiar with existing conditions.
 2. Observe weather conditions.
 - a. Attempt no work in frozen conditions without the approval of the DNR Construction Inspector.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Fill and Backfill Materials:
1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15 percent of the rocks or lumps larger than 2-3/8" in their greatest dimension.
 2. Fill material is subject to the approval of the DNR Construction Inspector, and is that material removed from excavations or imported from off-site borrow areas, predominantly granular, nonexpansive soil free from roots and other deleterious matter.
 3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill.
 4. Cohesionless Material Used for Backfill: Provide sand free from organic material and other foreign matter, and approved by the DNR Construction Inspector.
- B. Provide other materials, not specifically described but required for a complete and proper installation, selected by the Contractor subject to the approval of the Project Engineer.

PART 3 - EXECUTION

3.01 PREPARATION:

- A. Protection of Persons and Property:
1. Barricade open holes and depressions occurring as part of the work, and post warning lights on property adjacent to or with public access.

2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.

B. Protection of Utilities:

1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to trenching.
 - a. If damaged, repair or replace at no additional cost to the Owner.
2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Project Engineer and secure instructions.
5. Do not proceed with permanent relocation of utilities until written instructions are received from the Project Engineer.

C. Dewatering:

1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.
2. Keep trenches and site construction area free from water.

D. Dust Control: Use means necessary to prevent dust becoming a nuisance to the public, at neighbors, and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.02 TRENCHING:

- A. Provide sheeting and shoring necessary for protection of the work and for the safety of personnel.
 1. Prior to backfilling, remove all sheeting.
 2. Do not permit sheeting to remain in the trenches except when, in the opinion of the DNR Construction Inspector, field conditions or the type of sheeting or methods of construction such as use of concrete bedding are such as to make removal of sheeting impracticable.

- a. In such cases, the Project Engineer, upon recommendation from the DNR Construction Inspector, may permit portions of sheeting to be cut off and remain in the trench.

B. Open Cut:

1. Excavate for utilities by open cut.
2. If conditions at the site prevent such open cut, and if approved by the Project Engineer, trenching may be used.
3. Short sections of a trench may be tunneled if, in the opinion of the Project Engineer, the conductor can be installed safely and backfill can be compacted properly into such tunnel.
4. Where it becomes necessary to excavate beyond the limits of normal excavation lines in order to remove boulders or other interfering objects, backfill the voids remaining after removal of the objects as directed by the DNR Construction Inspector.
5. When the void is below the subgrade for the utility bedding, use suitable earth materials and compact to the relative density directed by the DNR Construction Inspector, but in no case less than 90 percent.
6. When the void is in the side of the utility trench or open cut, use suitable earth or sand compacted or consolidated as approved by the DNR Construction Inspector, but in no case to a relative density less than 80 percent.
7. Remove boulders and other interfering objects, and backfill voids left by such removals, at no additional cost to the Owner.
8. Excavating for appurtenances:
 - a. Excavate for manholes and similar structures to a distance sufficient to leave at least 12" clear between outer surfaces and the embankment or shoring that may be used to hold and protect the banks.
 - b. Overdepth excavation below such appurtenances, unless directed, will be considered unauthorized.
 - c. Fill unauthorized overdepth excavation with sand, gravel, or lean concrete as directed by the DNR Construction Inspector, and at no additional cost to the Owner.

C. Trench to the minimum width allowed for proper installation of the utility, with sides as nearly vertical as possible.

1. Accurately grade the bottom to provide uniform bearing for the utility.

D. Depressions:

1. Dig bell holes and depressions for joints after the trench has been graded.

- a. Provide uniform bearing for the pipe on prepared bottom of the trench.
- 2. Except where rock is encountered, do not excavate below the depth indicated or specified.
- 3. Where rock is encountered, excavate rock to a minimum overdepth of 4" below the trench depth indicated.
- E. Where utility runs traverse public property or are subject to governmental or utility company jurisdiction, provide depth, bedding, cover, and other requirements as set forth by legally constituted authority having jurisdiction, but in no case less than the depth shown in the Contract Documents.
- F. Where trenching occurs in existing lawns, remove turf in sections, keep damp and replace turf upon completion of the backfilling.
- G. Cover:
 - 1. Provide minimum trench depth indicated below to maintain a minimum cover over the top of the installed item below the finish grade or subgrade:
 - a. Areas subject to vehicular traffic:

(1) Sanitary sewers:	48"
(2) Storm drains:	36"
 - b. Areas not subject to vehicular traffic:

(1) Sanitary sewers:	30"
(2) Storm drains:	18"
 - c. All areas:

(1) Water lines:	60"
(2) Natural gas lines:	24"
(3) Primary electrical cables:	42"
(4) Secondary electrical ducts:	36"
 - d. Concrete encased:

(1) Pipe sleeves for water and gas lines:	24"
(2) Sanitary sewers and storm drains:	12"
(3) Electrical ducts:	24"

2. Where utilities are under a concrete structure slab or pavement, the minimum depth need only be sufficient to completely encase the conduit or pipe sleeve, and electrical long-radius rigid metal conduit riser, provided it will not interfere with the structural integrity of the slab or pavement.
3. Where the minimum cover is not provided, encase the pipes in concrete as indicated.
 - a. Provide concrete with a minimum 28-day compressive strength of 3,000 psi.

3.03 BEDDING:

- A. Provide bedding as indicated on the Drawings and as specified herein.

3.04 BACKFILLING:

A. General:

1. Do not completely backfill trenches until required pressure and leakage tests have been performed, and until the utilities systems as installed conform to the requirements specified in the pertinent Section of these Specifications.
2. Except as otherwise specified, or directed for special conditions, backfill trenches to the ground surface with selected material approved by the DNR Construction Inspector.
3. Re-open trenches which have been improperly backfilled, to a depth as required for proper compaction.
4. Refill and compact as specified, or otherwise correct to the approval of the DNR Construction Inspector.
5. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to required inspections, test, and approvals.
6. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work and, after approvals have been made, refill and compact as specified, all at no additional cost to the Owner.

B. Lower Portion of Trench:

1. Deposit approved backfill and bedding material in layers of 6" maximum thickness, and compact with suitable tampers of the density of the adjacent soil, or grade as specified herein, until there is a cover of not less than 14" over sewers and 12" over other utility lines.
2. Take special care in backfilling and bedding operations not to damage pipe and pipe coatings.

C. Remainder of Trench:

1. Except for special materials for pavements, backfill the remainder of the trench with material free from stones larger than 6" or 1/2 the layered thickness, whichever is smaller, in any dimension.
 2. Deposit backfill material in layers not exceeding the thickness specified, and compact each layer to the minimum density directed by the DNR Construction Inspector.
- D. Adjacent to Buildings: Mechanically compact backfill within ten feet of buildings.
- E. Consolidation of backfill by jetting with water may be permitted, when specifically approved by the DNR Construction Inspector, in areas other than building and pavement areas.

3.05 PIPE JACKING:

- A. Unless so or otherwise required, the Contractor may, at his option, install steel pipe casings, tongue-and-groove reinforced concrete pipes, and steel pipes under existing roads or pavements by jacking into place using procedures approved by the governmental agencies having jurisdiction and approved by the DNR Construction Inspector.

3.06 TUNNELING OPERATIONS:

- A. Unless so or otherwise required, the Contractor is allowed the option to tunnel pipes into position using procedures approved by the Project Engineer/DNR Construction Inspector and the governmental agencies having jurisdiction.

3.07 FIELD QUALITY CONTROL:

- A. Tests: Test for displacement of sewer and storm drains.
1. Check sewers and storm drains to determine whether displacement has occurred after the trench has been backfilled to above the pipe and has been compacted as specified.
 2. Flash a light between manholes or, if the manholes have not yet been constructed, between the locations of the manholes, by means of a flashlight or by reflecting sunlight with a mirror.
 3. If the illuminated interior of the pipeline shows poor alignment, displaced pipes, or other defects, correct the defects to the specified conditions and at no additional cost to the Owner.
- B. Inspection: The DNR Construction Inspector will inspect and approve open cuts and trenches before installation of utilities, and the following:
1. Assure that trenches are not backfilled until all tests have been completed.
 2. Check backfilling for proper layer thickness and compaction.
 3. Verify that test results conform to the specified requirements, and that sufficient tests are performed.
 4. Assure that defective work is removed and properly replaced.

END OF SECTION 02220

**SECTION 02534
SANITARY SEWER TELEVISIONING**

PART 1 GENERAL

1.01 APPLICABLE PROVISIONS

- A. Applicable General Provisions shall govern work of this section.

1.02 DESCRIPTION OF WORK

- A. The work under this section shall include cleaning and televising sanitary sewer lines for the Iowa Department of Natural Resources as indicated on the drawings and as specified herein.

1.03 SCHEDULING

- A. Notify Owner at least 24 hours prior to performing testing.

PART 2 PRODUCTS AND MATERIALS

2.01 TELEVISIONING EQUIPMENT

1. The television camera used for the inspection shall be one specifically designed and constructed for such inspection. The camera shall be/have:
 - i. High-resolution color with adjustable iris focus.
 - ii. Pan and tilt capabilities.
 - iii. Integral lighting suitable to provide proper illumination and a clear video image of the entire periphery of the pipe.
 - iv. Capable of operating in 100% humidity conditions.
 - v. Produce a high quality video image.
2. Provide closed-circuit video inspection equipment capable of displaying on-screen footage of distance measured to within 1% of actual distance.
3. Record the inspection in color and provide Owner an electronic copy of the inspection as well as a written report of the inspection.

PART 3 CONSTRUCTION METHODS

3.01 VIDEO INSPECTION

- A. Conduct video inspection of all existing sanitary sewers as indicated on the Drawings.
- B. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.
- C. Center the video camera in the pipe during inspection.
- D. Do not exceed 30 feet of inspection per minute.

3.02 REPORT

- A. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and/or street location references in the recording. Affix labels to the recording media to include name of project, the date, and the location of the inspection.
- B. Provide a written report of the inspection, summarizing any defects found in the collection system. Reference the time stamp on each line item entry of the written report.

END OF SECTION 02534

PART 1 - GENERAL

1.01 SUMMARY:

- A. Provide sanitary sewerage system as shown on the Drawings, specified herein, and as needed for a complete and proper installation, including, but not necessarily limited to the following:
1. Furnish and install all pipe, fittings, structures, intakes and accessories required for sewer construction as shown on Drawings and/or specified herein.

- B. Related Sections: Drawings and General Provisions of the contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02220 - Trenching, Backfilling and Compacting

1.02 REFERENCES:

- A. Safety: All methods of construction shall conform to the requirements of the State of Iowa Bureau of Labor and all OSHA standards.
- B. Codes and Standards: Comply with provisions of the following codes, specifications and standard except where more stringent requirements are shown or specified.

AASHTO - American Association of State Highway and Transportation Officials

ANSI - American National Standard Institute

ASME - American Society of Mechanical Engineers

ASTM - American Society of Testing Materials

AWWA - American Water Works Association

NBFU - National Bureau of Fire Underwriters

NEC - National Electrical Code

NEMA - National Electric Manufacturers Association

UL - Underwriters Laboratories, Inc.

Iowa Code - Applicable State of Iowa Administrative Code

UPC - Uniform Plumbing Code

- C. In addition to the above standards, conduct all the work of this Section in accordance with the latest edition of the Authorized Technical Specifications for Water and Sewer Projects of the Iowa Department of Natural Resources.
- D. Where conflicts arise between the Plans and Code Requirements, the latter shall prevail, unless plans are more stringent.
1. Bring all conflicts to the attention of the Engineer and the DNR Construction Inspector.

1.03 SUBMITTALS:

- A. Provide submittals in accordance with Section 01300.
- B. Product Data: Prior to procurement, submit for Engineer's review, full information on all materials proposed for use in the work of this section, and do not install any material until approved by the Engineer.
 - 1. Materials list of items proposed to be provided under this section.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements.
- C. Shop Drawings: Review shop drawings requirements with DNR Construction Inspector before ordering shop drawings.
 - 1. Submit shop drawings for fabrication and erection.
 - 2. Include plans, elevation, details of sections and connections.
 - 3. Show anchorage and accessory items. Provide templates for anchor and bolt installation.
- D. Quality Control Submittals:
 - 1. Provide manufacturer certificates, laboratory or factory test reports.
 - 2. Material certificates, signed by Contractor and manufacturer shall certify that each material item complies with or exceeds specified requirements.
 - 3. Manufacturer's recommended installation procedures which, when approved by the Engineer, will become the basis for accepting or rejecting actual installation procedures used on the work.

1.04 QUALITY ASSURANCE:

- A. Qualification of Workers: Use adequate numbers of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the requirements and the methods needed for proper performance of the work of this section.
- B. Provide one skilled individual to be present at all times during execution of this portion of the work and who shall personally direct all work performed under this section.

1.05 DELIVERY, STORAGE, AND HANDLING:

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost to the Owner.

1.06 PROJECT/SITE CONDITIONS:

A. Environmental Requirement:

1. Observe weather conditions.
2. Attempt no work shall in frozen conditions without written approval from the DNR Construction Inspector.

B. Existing Conditions:

1. Survey job conditions prior to commencing work.
2. Bring any discrepancies of existing work with the Drawings and Specifications to the attention of the Engineer/DNR Construction Inspector.
3. Make connections to existing facilities in accordance with the obvious intent of Drawings and Specifications.
4. Claims for extra payments as a result of failure to examine existing conditions at the site will not be allowed.

C. Field Measurements: Where possible, take field measurements prior to preparation of shop drawings and fabrication. Do not delay job progress; allow for trimming and fitting where taking field measurements before fabrication might delay work.

1.07 SEQUENCING AND SCHEDULING:

A. Properly coordinate the work of this section with all other trades.

PART 2 - PRODUCTS

2.01 MATERIAL:

- A. Provide material required for a complete installation of the systems described on the Drawings as specified below.
- B. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

2.02 MANUFACTURED UNITS:

A. Pipe and Fittings:

1. Ductile Iron Pipe (DIP) and Fittings: Manufactured in accordance with ANSI A21.51, minimum thickness Class 150 subject to trench loading.
 - a. Mechanical or push-on joint in accordance with ANSI A21.11.

1. Manhole Steps: R1980E by Neenah or equal. 1'-0 inch to 1'-4 inch maximum spacing.
 2. Manhole Cover: Neenah Type "B", or equal.
 3. Frames: Minimum clear opening 24", minimum weight for frame and lid 390 lbs. R1642 by Neenah or equal.
- D. Use flexible watertight connection device between manhole wall and sewer pipe.
1. Conform to requirement of ASTM C923.
 2. Previous test results conducted by independent testing laboratories within 5 years of bid date may used.
- E. Wall sleeves:
1. Use where shown for pipes passing through walls.
 2. Materials: Cast iron with intermediate flange on piping 3" or larger; galvanized steel pipe with anchor ring or lugs on piping smaller than 3".
 3. Sleeve length: Flush with surface.
 4. Clearance: As recommended by seal manufacturer.
 5. Seal: Mechanical, link-type, modular, field assembled, insulating, positive-sealing; "link-Seal" by Thunderline Corp., or equal.
- F. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Engineer.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine the area and conditions under which work of this Section will be performed.
1. Correct conditions detrimental to timely and proper completion of the work.
 2. Do not proceed until unsatisfactory conditions are corrected.
- B. Make necessary measurements in the field to assure precise fit of items in accordance with the approved design.

3.02 PREPARATION:

- A. Trench backfill and compact for the work of this Section in strict accordance with pertinent provisions of Section 02225 of these specifications.

3.03 INSTALLATION:

- A. Protect pipe during handling against shock and free fall. Remove extraneous material from the pipe interior.
- B. Lay pipe by proceeding upgrade with the spigot end of bell and spigot pointing pipe pointing in the direction of the flow.
- C. Lay each pipe accurately to the indicated line and grade. Aligning so the sewer has a uniform invert.
- D. Continually clear interior of the pipe free from foreign material.
- E. Before making pipe joints, clean and dry all surfaces of the pipe to be joined.
- F. Use lubricants, primers, and adhesives recommended for the purpose by the pipe manufacturer.
- G. Place, fit, join, and adjust the joints to obtain the degree of water tightness required.
- H. Use no defective pipe; check each length for defect and hairline cracks at ends prior to lowering into trench.
- I. Lay all sewer pipe, under all conditions, in a dry trench, on an even, firm bed throughout the full length of the barrel so that no uneven strain is placed on any pipe. Maintain trench dry at all times.
- J. Provide bell holes at each pipe joint to allow barrel of pipe to support trench load.
- K. Insure proper lateral and vertical alignment of pipe and eliminate ground water infiltration.
- L. Install a visually and electronically detectable tape not more than one foot below ground surface, in the trench during backfilling, or by plowing in after backfilling.

3.04 CONFLICT WITH OTHER EXISTING UNDERGROUND UTILITIES:

- A. Provide temporary support for existing, water, gas, power and telephone utility services crossing the trench until backfilling has been completed.
- B. Construct permanent support for existing sewer or service crossing the trench as shown on the Drawings.
- C. Relocate water and sewer service in conflict with new pipe as indicated on the Drawings.
- D. When a conflict with an existing utility exists which has not been indicated on the drawings, consult with the DNR Construction Inspector prior to undertaking any corrective action.

3.05 SANITARY SEWER CONFLICT WITH WATER MAINS:

- A. Where new sewer paralleling water mains have not been clearly located by dimension on the Drawings, install the new sewer service no closer than ten feet from water supply main or service lines.
 - 1. Where the bottom of the water pipe will be at least 18" above the top of the sewer line, the horizontal spacing may be a minimum of six feet.
 - 2. If an 18" vertical clearance between water and sewer pipe is not obtainable, construct new sewer of cast iron or ductile iron pipe until separation or clearance condition is met.
- B. Where new sewer cross water mains, install new sewer at least 18" below the water main.
 - 1. If a minimum clearance of 18" cannot be obtained, construct new sewer of 20' length of cast or ductile iron pipe centered on the water main.
 - 2. If new sewer must pass over the water main, provide vertical separation of at least 18" between the bottom of the sewer and the top of the water main in addition to the requirement of the above paragraph.

3.06 SERVICE CONNECTIONS:

- A. Provide service connections where indicated on the drawings or as required for a complete and proper installation.
- B. Use wye or tee branch where invert of sewer is less than ten feet below ground surface.
 - 1. Rotate branch 30° minimum from vertical.
- C. Use tee branch and riser pipe where invert of sewer is 12' or more below ground surface.
 - 1. Extend riser up to 10' below ground surface.
- D. When conditions are such that connection pipe cannot be supported adequately on undisturbed soil or compacted fill, engage the pipe in concrete backfill, or support on a concrete cradle.
 - 1. Provide concrete required because of conditions resulting from faulty construction methods or negligence, at no additive cost to the Owner.

3.07 MANHOLES:

- A. General:
 - 1. Shape the invert channels to be smooth and semicircular, conforming to the inside of the adjacent sewer section.
 - 2. Make changes in direction of flow with a smooth curve of as large a radius as the size of the manhole will allow.

3. Make changes in size and grade of channels smoothly and evenly.
4. Form the invert channels directly in the concrete of the manhole base, with mortar, or by laying full section sewer pipe through the manhole and breaking out the top half after surrounding concrete has hardened.
5. Smooth the floor of the manhole outside the channels, and slope toward the channels at not less than 1" per foot nor more than 2" per foot.
6. Prevent free drop inside the manholes exceeding 18" measured from the invert of the inlet pipe to the top of the floor of the manhole outside the channels.
7. Construct drop manholes whenever the free drop otherwise would be greater than 18"

B. Manhole Rungs:

1. Provide each manhole with individual wall-mounted rungs fabricated of aluminum, plastic-covered steel, or galvanized steel.
2. Comply with the requirements of governmental agencies having jurisdiction.

C. Jointing and Plastering:

1. Completely fill mortar joints, and leave smooth and free from surplus mortar on the inside of the manhole.

D. Frames and Covers: Unless otherwise shown on the Drawings, set frames and covers.

1. In paved areas: The top of the cover will be flush with the finished pavement.
2. In unpaved areas: The top of the cover will be 2" higher than finished grade.

3.08 MANHOLE OVER EXISTING PIPE:

- A. Construct new manhole as specified, breaking upper half of existing pipe after base of manhole is completed so as not to obstruct flow of the existing pipe.

3.09 BUILDING CONNECTIONS:

- A. Terminate building connections where shown on the Drawings.
- B. Provide temporary closures at terminals where the building pipe is not installed.
 1. Place marker post at grade end of plugged line.
 2. Where building piping has been installed, connect to the building piping system.

3.10 TESTING AND INSPECTING:

- A. Do not allow or cause any of the work of this Section to be covered up or enclosed until after it has been inspected and tested, and has been approved by the DNR Construction Inspector.

- B. Prior to testing for leakage, backfill the trench to at least the lower half of the pipe.
 - 1. If required to prevent pipe movement during testing, place sufficient additional backfill, leaving the joints uncovered.
- C. Water Exfiltration Tests: Provide all material, equipment, and labor required to test each section of sewer line between successive manholes by closing the lower end of the sewer to be tested, and the inlet sewer of the upper manhole. Use stoppers.
 - 1. Fill the manhole and pipe with water to a point four feet above the invert of the sewer at the center of the upper manhole, or if ground water is present, four feet above the average adjacent ground water level.
 - 2. The maximum allowable exfiltration shall be 200 gallons per mile per inch diameter of sewer per 24-hour day at anytime. Leakage in excess of the specified level shall be brought down to specified level by repair of the system at no additional cost to the Owner.
- D. If, in the opinion of the DNR Construction Inspector, excessive ground water is encountered in the construction of a section of the sewer, do not use the exfiltration test.
- E. Water Infiltration Test: Provide all material, equipment, and labor required to test each section of sewer line.
 - 1. Close the end of the sewer at the upper structure sufficiently to prevent the entrance of water.
 - 2. Discontinue pumping of ground water for at least three days before testing for infiltration.
 - 3. Infiltration into each individual reach of sewer between adjoining manholes shall not exceed 200 gallons per mile per inch diameter of sewer for 24-hour day at anytime.
 - 4. Visible leakage at joints or leakage in excess of that specified, shall be repaired at Contractor's expense.
- F. Provide and use measuring devices approved by the DNR Construction Inspector for all testing required by the work of this Section.
- G. Make test in the presence of the DNR Construction Inspector, giving the inspector at least three days advance notice of being ready for test observation.

END OF SECTION 02730

**SECTION 02956
SANITARY SEWER LINING**

PART 1 GENERAL

1.1 APPLICABLE PUBLICATIONS

- A. The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this Specification to the extent indicated by the reference thereto.

- B. American Society for Testing and Materials (ASTM), Annual Book of ASTM Standards:
 - 1. ASTM D543 - Test Method for Resistance of Plastics to Chemical Reagents, Current Edition.
 - 2. ASTM D790 - Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials, Current Edition.
 - 3. ASTM D1248 - Specification for Polyethylene Plastics Molding and Extrusion Materials, Current Edition.
 - 4. ASTM D1693 - Test Method for Environmental Stress-Cracking of Ethylene Plastics, Current Edition.
 - 5. ASTM D1784 - Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds, Current Edition.
 - 6. ASTM D 2122 - Method for Determining Dimensions of Thermoplastic Pipe and Fittings, Current Edition.
 - 7. ASTM D3034 - Specification for Type PSM Poly(Vinyl Chloride) (PVC) Sewer Pipe and Fittings, Current Edition.
 - 8. ASTM D2837 - Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials, Current Edition.
 - 9. ASTM D3350 - Specification for Polyethylene Plastics Pipe and Fittings Materials, Current Edition.
 - 10. ASTM F1216 - Rehabilitation of Existing Pipelines and Conduits by Inversion and Curing of a Resin-Impregnated Tube, Current Edition.
 - 11. ASTM F1533 - Standard Specification for Deformed Polyethylene Liner (PE), Current Edition.
 - 12. ASTM F1606 Standard Practice for Rehabilitation with Deformed PE, Current Edition.
 - 13. ASTM D638 - Test Method for Tensile Properties of Plastics, Current Edition.

1.2 DESCRIPTION OF WORK

- A. Work under this section shall cover all materials, equipment, labor and supervision necessary to install a continuous, tight fitting, watertight liner inside an existing sanitary sewer as indicated on the contract drawings and as specified herein.

1.3 SHOP DRAWINGS

- A. Product Data:
 - 1. Manufacturer's product literature, application and installation requirements for materials used in liner.
 - 2. Manufacturer's product certification for materials used in liner.

3. Liner Pipe Thickness Design.
 - a. Liner Pipe Thickness Design shall be in accordance with Appendix XI of ASTM F1216. The existing pipe *shall not* be considered as providing structural support to the liner pipe. In the liner thickness calculations, the minimum ovality of the host pipe shall be 5 percent, the enhancement factor (K) shall not be greater than 7.0, the minimum safety factor shall be 2.0, and the flexural modulus of elasticity shall be reduced 50% for Cured-in Place-Pipe and 75% for PE Pipe to account for long term effects and used in the design equation E_L . The minimum liner thickness shall be no less than 6.0 millimeters.
 - b. No liner shall be installed until it has been approved for installation.
 - c. No liner will be approved for installation until liner thickness calculations have been submitted and reviewed for conformance with the specifications and installation requirements.
4. Installer:
 - a. List of projects, including location and contact, completed with the Approved Material (minimum 5,000 linear feet).
 - b. Proposed plan for bypassing sewage during liner installation (if required).
5. Post Lining Submittals:
6. Testing results per Paragraph 3.05.
7. CCTV tapes and reports (pre and post lining) per Paragraph 3.05.

1.4 QUALITY ASSURANCE

- B. Corrosion:
 1. Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.
- C. Manhole Connections:
 1. All manhole connections shall be water tight.
- D. Testing:
 1. Test finished pipe liner in accordance with section 3.05.
- E. Field Verify all pipe diameters and lengths.
- F. Use one continuous length without joints.

PART 2 PRODUCTS AND MATERIALS

3.1 LINING SYSTEMS

- A. General. Cured-in-place liners shall meet the applicable requirements for the type of material listed below.
 1. Approved Lining Materials for the Rehabilitation of Existing Sanitary Sewer Mains.
 - a. Cured-in-Place-Pipe (CIPP) Resin Impregnated Flexible Felt Tube (RI) - U-Liner, Insituform, or equal.
 2. Qualifications for Installers of Approved Lining Materials
 - a. The Installer shall have installed a minimum of 100,000 liner feet of the Approved Lining Material.
- B. Resin Impregnated Flexible Felt Tube (RI)

1. Material for cured-in-place resin impregnated flexible felt tube liner shall meet the requirement of ASTM F1216.
2. The RI liner shall have a minimum wall thickness of 6 mm throughout.

PART 3 CONSTRUCTION METHODS

3.1 EXAMINATION

- A. Examine televising videos of condition of pipe interior before starting work. A copy of the televising videos can be obtained from the Owner.

3.2 INSTALLATION PREPARATION

- A. Cleaning. The Contractor shall remove all internal debris from the sewer line which would interfere with the testing and sealing of the pipe section.
 1. The Contractor shall televise the sewer lines after cleaning. If the television inspections shows the cleaning to be unsatisfactory, the Contractor shall re-clean and re-televise the sewer line until it is acceptable to the Engineer. The cost for this work shall be included in the bid price per lineal foot of sewer testing and sealing.
- B. Inspection of the Sewer Pipeline
 1. Inspection of pipelines shall be performed by experienced personnel trained in identifying breaks, obstacles and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper rehabilitation of the pipeline, and it shall be noted so that these conditions can be corrected. A video tape and suitable log shall be kept for later reference by the Engineer.
 2. The Owner televised all existing gravity lines in August 2011. A copy of the televising report is located in the Appendices of the specifications. Copies of the videos can be viewed prior to the bid letting at the Owner's office. The Contractor may, at his own expense, perform additional inspection of the existing sewer line.
- C. Maintaining Sanitary Sewer Service
 1. The Owner can typically temporarily shut down portions of the sewer system from Monday through Wednesday. The Contractor shall notify the Owner seven (7) days in advance of sewer sections which will not be useable in order to allow time for the Owner to notify park users. Interruptions of service shall be limited to eight (8) hours.
 2. All costs for flow control, temporary pumping, etc., shall be considered inclusive to associated work performed under the contract.
- D. Line Obstructions
 1. It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, roots, protruding service connections and collapsed pipe that will prevent the insertion of the liner.
 2. The entire gravity system was cleaned in August 2011 and major line obstructions are not expected. While not expected, any root cutting or removal of line obstructions shall be the responsibility of the Contractor and will be considered incidental to construction.

3.3 INSTALLATION OF THE LINER

- A. General
 - 1. The completed liner shall be continuous over the entire length of each segment (manhole to manhole) and shall be free of defects such as foreign inclusions, dry spots, pinholes and delamination. The completed liner pipe shall be leak proof and a tight seal shall be provided between the liner and manhole wall.

- B. Cured-in-Place Pipe Liner
 - 1. The Contractor shall furnish and install the cured-in-place liner and re-establish sewer service in accordance with the procedure required by the supplier of the liner.
 - 2. Prior to commencing work, the Contractor shall furnish the Owner with a copy of the supplier's recommended installation procedure and written certification that the liner material conforms to the requirements of these specifications.

- C. Preparation of Liner:
 - 1. Resin Impregnation (CIPP):
 - 2. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum impregnated prior to installation. Installer shall allow engineer to inspect materials and "wet out" procedure.
 - 3. Resin and catalyst system compatible with requirements of this method shall be used. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
 - 4. Liner tube shall be impregnated with resin not more than 24 hrs. before proposed time of installation and stored out of direct sunlight at temperature less than 40 degrees Fahrenheit (4 degrees Celsius)
 - 5. Transport resin impregnated liner to site immediately prior to inversion in suitable light-proof container with temperature maintained below 40 degrees Fahrenheit (4 degrees Celsius).

- D. Insertion of Liner (CIPP):
 - 1. Insert liner through an existing manhole or other access by means of an inversion process and application of hydrostatic head sufficient to fully extend liner to next designated manhole or termination point or by means of winching the liner through the last pipe to the next designated manhole or termination point. Lubricant may be used.

- E. Curing Liner (CIPP):
 - 1. After installation is complete, provide heat source and recirculation equipment. Equipment shall be capable of delivering hot water or steam throughout section to uniformly raise the skin temperature above that which is required to effectively cure resin and cure the liner.
 - 2. Provide heat source with suitable monitors to gauge temperature of incoming and outgoing water/steam supply. Place second gauge between impregnated liner and pipe invert at remote manhole to determine temperatures during cure.
 - 3. Initial cure shall be complete when inspection of exposed portions of liner to be hard and round and remote temperature sensor indicates that temperature has reached required levels.

4. Cool hardened liner to temperature below 100 degrees F. Cool down by introduction of cool water or air into the liner. In the case of CIPP care shall be taken in release of static head so that vacuum will not be developed that could damage newly installed liner.
 5. Sealing Liner at Manholes: If the liner fails to form a tight seal due to broken or misaligned pipe at the manhole wall, the Contractor shall apply a seal at that point. The seal material and method shall be approved by the Owner or Engineer.
 6. Manhole Connections
- F. Reconstruct benches and channels in manholes with grout to match new invert elevations.
- G. At the connection to the manhole, provide a watertight seal between the host pipe and liner pipe.

3.4 TESTING AND ACCEPTANCE

- A. General. The following tests shall be performed by the Contractor in the presence of the Owner or Engineer. The Contractor shall be responsible for providing all labor, materials and equipment for the testing.
1. Finished Liner:
 - a. Liner shall be continuous over entire length of insertion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes and delamination.
 - b. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.
 2. Liner Thickness:
 - a. Cured liner shall be accurately measured and shall not be more than 5% less than thickness specified.
 3. Testing:
 - a. CIPP Liners
 - i. Test in accordance with ASTM D790.
 - ii. Specimens tested shall be actual thickness of fabricated liner.
 - iii. Do not machine specimen on surface.
 1. Make test with smooth (inner) face in compression using 5 specimens.
 4. CCTV Examination:
 - a. Televiser interior of pipe after completion of Work and provide tape to OWNER.
 - b. Use pan and tilt color 3 lux camera to view the sewer service lateral connections.

3.5 CLEANING AND RESTORATION

- A. At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.

END OF SECTION 02956

SECTION 02958

SANITARY SEWER MANHOLE REHABILITATION

PART 1 GENERAL

1.01 APPLICABLE PUBLICATIONS

- A. The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this Specification to the extent indicated by the reference thereto.
1. American Society for Testing and Materials (ASTM), Annual Book of ASTM Standards:
 - a. ASTM D333 - Standard Test Method for Clear and Pigmented Lacquers, Current Edition.
 - b. ASTM D543 - Test Method for Resistance of Plastics to Chemical Reagents, Current Edition.
 - c. ASTM D638 - Test Method for Tensile Properties of Plastics, Current Edition.
 - d. ASTM D790 - Test Method for Tensile Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials, Current Edition.
 - e. ASTM D1693 - Test Method for Environmental Stress-Cracking of Ethylene Plastics, Current Edition.
 - f. ASTM D3362 - Test Method for Purity of Acrylate Esters by Gas Chromatography, Current Edition.
 - g. ASTM D3548 - Standard Specification for Ethyl Acrylate.
 - h. ASTM D3792 - Standard Test Method for Water Content of Coatings by Direct Injection Into a Gas Chromatograph, Current Edition.
 - i. ASTM D5155 - Standard Test Method for Polyurethane Raw Materials Determination of the Isocyanate Content of Aromatic Isocyanates, Current Edition.
 - j. ASTM D6437 - Standard Test Method for Polyurethane Raw Materials: alkalinity in Low-Alkalinity Polyols (Determination of CPR values of Polyols), Current Edition.

1.02 DESCRIPTION OF WORK

- A. Work under this section shall cover all materials, equipment, labor and supervision necessary to seal existing sanitary sewer manholes that are otherwise structurally sound, using various products and methods either singularly or in combination to eliminate infiltration, as indicated on the contract drawings and as specified herein.
- B. Seal all visible leaks and areas with evidence of leaks (deposits or staining) in the listed manholes under this contract.

1.03 SHOP DRAWINGS

- A. Contractor shall submit such product literature and catalog cuts of materials to be supplied to relate these materials to these specifications.
1. Submit manufacturer's material data and application and installation instructions for all products used.
 2. Provide documentation that the proposed manhole rehabilitation process has a minimum 5 year history for sealing of sanitary sewer manholes on projects of similar size and scope.

1.04 QUALITY ASSURANCE

- A. Corrosion:
 - 1. Chemical sealing materials, when cured, will be chemically resistant to withstand internal exposure to domestic sewage.
- B. Manhole Connections:
 - 1. All manhole connections shall be watertight.
- C. Use, mix, apply, and cure all products in accordance with the manufacturer's recommendations and instructions.

PART 2 PRODUCTS AND MATERIALS

2.01 CHEMICAL GROUTING MATERIALS

- A. The chemical sealing material shall be of a type which has a documented record of satisfactory performance in sewer usage.
- B. All grouting material shall be delivered to the job site in the original, labeled and unopened containers.
- C. Contractor shall submit with his bid, the brand name manufacturer of the chemical grout(s) intended for use. The chemical grout(s) selected by the Contractor is subject to the approval of the Engineer. The chemical grout(s) shall be one of the following types:
 - 1. Acrylic base gel chemical sealing material - Avanti AV-118, or equal.
 - 2. Urethane base gel chemical sealing material - Avanti AV-310, or equal.

2.02 INTERNAL CHIMNEY SEALS

- A. Rubber Sleeve and Extension:
 - 1. Double pleated, minimum thickness 3/16 inch thick, according to ASTM C923.
 - 2. Minimum allowable vertical expansion of at least 2 inches.
 - 3. Integrally formed expansion band recess top and bottom with multiple sealing fins.
- B. Expansion Bands:
 - 1. One-piece band assembly to compress sleeve or extension against manhole and casting surfaces.
 - 2. 16-gauge ASTM A240, Type 304 Stainless Steel, minimum 1 3/4 inch width, minimum adjustment range of 2 inches more than the manhole inside diameter.
 - 3. Stainless steel locking mechanism of studs and nuts complying with ASTM F593 and ASTM F594, Type 304.

2.03 CENTRIFUGALLY CAST CEMENTITIOUS MORTAR (CCCM) LINER

- A. Liner Mix: Use a high-strength, high-build, corrosion resistant mortar, based on Portland cement fortified with micro silica. Mixed mortar shall have a paste-like consistency that may be sprayed, cast, pumped, or gravity-flowed into any area 1/2 inch or larger. Mortar shall be applied by low pressure spray to form the structural/structurally enhanced monolithic cementitious liner covering all interior manhole surfaces.
- B. Material shall be pre-mixed and specially formulated to withstand H₂S (Hydrogen sulfide) bacterial corrosion and abrasion in sewer networks.

SANITARY SEWER MANHOLE REHABILITATION

- C. Material shall comply with the following minimum requirements:
- | | | |
|----|------------------------------------|-------------------------------|
| 1. | Minimum Thickness | 0.5 inch (2 coat application) |
| 2. | Unit Weight | 125 pfc |
| 3. | Set time at 70°F ASTM C403 | |
| | Initial Set / Final Set | 240 minutes / 440 minutes |
| 4. | Modulus of Elasticity - ASTM C469 | |
| | 24 hours / 28 days | 180,000 psi / 1,150,000 psi |
| 5. | Flexural Strength - ASTM C109 | |
| | 24 hours / 28 days | 650 psi / 800 psi |
| 6. | Compressive Strength - ASTM C109 | |
| | 24 hours / 28 days | 3,000 psi / 10,000 psi |
| 7. | Shrinkage - ASTM C157 | None |
| 8. | Chloride Permeability – ASTM C1202 | <550 Coulombs |
- D. Casting: Provide a new casting including ring, cover, grate, and extensions. Casting shall be gray cast iron and comply with AASHTO M306, Type A.

PART 3 CONSTRUCTION METHODS

3.01 EXAMINATION

- A. Examine condition of manhole interior before starting work.

3.02 INSTALLATION PREPARATION

- A. Cleaning. The Contractor shall remove all internal debris from the manhole which would interfere with the rehabilitation.

3.03 MANHOLE STRUCTURE SEALING

- A. Manhole structure sealing includes the sealing or plugging of the manhole base, walls, corbel/cone and chimney using chemical grout sealants to eliminate leakage. This type of sealing shall be done during high groundwater conditions, unless the points of leakage have been previously identified.

3.04 GROUT SEALING PROCEDURE

- A. At all visible leaks and areas with evidence of leaks within the manhole structure, a hole shall be carefully drilled from within the manhole and shall extend through the entire manhole wall. In cases where there are multiple leaks around the circumference of the manhole, fewer holes may be drilled, providing all leakage is stopped from these holes.

SANITARY SEWER MANHOLE REHABILITATION

- B. Grout ports or sealant injection devices shall be placed in these previously drilled holes in such a way as to provide a watertight seal between the holes and the injection device. A hose, or hoses, shall be attached to the injection device from an injection pump. Chemical sealing materials, as specified, shall then be pumped through the hose until material refusal is recorded on the pressure gage mounted on the pumping unit or a predetermined quantity of sealant has been injected. Care shall be taken during the pumping operation to insure that excessive pressures do not develop and cause damage to the manhole structure.
- C. Upon completion of the injection, the ports shall be removed and the remaining holes filled with quick-setting hydraulic mortar and troweled flush with the surface of the manhole walls or other surfaces. The mortar used shall be a non-shrink patching mortar approved by the Engineer.
- D. For the unit price bid for Sealing Sanitary Manholes, the Contractor shall furnish all materials, labor, and equipment to complete all work as specified. The diameter of the manholes to be sealed are as listed in the Proposal.
- E. It is realized that this sealing method may only be used on manholes in sound physical condition. When large cracks or chips or other defects are evident, sealing may be undertaken where the defect is small enough to allow proper sealing using the equipment and materials employed and satisfactory results which will meet or exceed intended results and performance.

3.05 CHIMNEY SEAL INSTALLATION

- A. Extend seal 3 inches below lowest adjustment ring. Extend seal to 2 inches above the flange of the casting.
- B. Use multiple seals as necessary.
- C. Install expansion bands to lock the rubber sleeve into place and provide a positive watertight seal. Once tightened, lock the bands into place. Use only manufacturer recommended installation tools and sealants.

3.06 CENTRIFUGALLY CAST CEMENTITIOUS MORTAR LINING INSTALLATION

- A. Surface Preparation: Prepare according to manufacturer's recommendations, including the following:
 - 1. Wash interior of manhole with a high-pressure washer.
 - 2. Plug active leaks with appropriate sealing material.
- B. Mortar Application: Apply according to manufacturer's recommendations, including the following:
 - 1. Apply with a rotating casting applicator, beginning at the bottom of the manhole.
 - 2. Retrieve the applicator head at the manufacturer's recommended speed to achieve desired thickness.
 - 3. Apply to the full required thickness utilizing multiple passes as necessary. Minimize the time between passes so subsequent passes are cast against fresh mortar.
 - 4. Verify thickness with a wet gauge at several locations to ensure proper depth.
 - 5. Hand-apply high-strength mortar to the invert surface. Vary thickness from 3 inches at the wall to ½ inch at the edge of the channel.

- C. Finishing: Install a new casting.

3.07 RESIDUAL SEALING MATERIAL

- A. Residual sealing materials that extend into the manhole, reduce the manhole diameter, or otherwise result in an obstruction shall be removed. The sealed manhole shall be left reasonably "flush" with the existing adjacent surface. If excessive residual sealing materials accumulate on the bench, and/or if directed by the Owner or the Owner's Authorized Representative, the manhole section shall be cleaned to remove the residual materials.

3.08 FLOW CONTROL

- A. To effectively conduct sealing operations, it may be necessary to provide for flow control of sewage flows. The Contractor shall be responsible for providing the means and equipment for such flow control. All costs for flow control shall be included in the unit prices bid for associated work scheduled.
- B. When sewer line flows are such that manhole surcharging is taking place which precludes proper conditions for inspection of the complete periphery of the manhole and effectively conduct the sealing operations, one or more of the following methods of flow control shall be used at no extra cost to the Owner.
 - 1. Plugging or Blocking. A sewer line plug shall be inserted into the line at a manhole upstream from the manhole to be sealed. The plug shall be so designed that all or any portion of the sewage flows can be released.

3.09 RECORDS

- A. Complete records shall be kept of each manhole. The records shall identify the section in which the sealing was done, the location of each joint sealed, and the joint sealing verification results. Two neatly bound set of these records shall be delivered to the Owner at project completion.

3.10 ACCEPTANCE

- A. After the specified sealing work has been completed, the manholes shall be visually inspected by the Contractor (as required) in the presence of the Owner/Engineer and found to be acceptable. All rehabilitated manholes shall also be reinspected for leaks two months after completion and resealed, if necessary, at no cost to the Owner.

3.11 GUARANTEE

- A. All sealing work performed shall be guaranteed against faulty workmanship and/or materials for a period of one year after the completion of the work.

3.12 MANHOLE CONNECTIONS

- A. At the connection to the manhole, provide a watertight seal between the pipe and manhole.

3.13 PHOTOGRAPHIC EXAMINATION:

- A. Photograph interior of manhole after completion of Work and provide evidence to OWNER.

3.14 CLEANING AND RESTORATION

- A. At completion of work, remove rubbish, debris, dirt, equipment and excess material from site. Clean and restore adjacent surfaces soiled by and during course of work.

END OF SECTION

PART 1 - GENERAL

1.01 SUMMARY:

- A. Section Includes: Seedbed preparation and application of seed mixtures and fertilizer to all areas designated on the Drawings or all areas within the boundaries of this project having been disturbed by works of this project and not receiving finished surfacing, as determined by the DNR Construction Inspector and as specified herein.
- B. Related Sections: Drawings and General Provisions of the Contract, including the General Covenants and Provisions, Supplementary Covenants and Provisions and General Requirements as well as, but not necessarily limited to, the following:

Section 02200 - Earthwork

1.02 REFERENCES:

- A. Standards of materials and construction shall conform with the Standard Specifications for Highway and Bridge Construction, 1997 Series of the Iowa Department of Transportation.

1.03 QUALITY ASSURANCE:

- A. Codes and Standards: Perform all work of this section in accordance with the requirements of the "Standard Specifications" 1997 I.D.O.T. Section 2601.

1.04 PROJECT/SITE CONDITIONS:

- A. Environmental Requirement:
 - 1. Weather conditions shall be observed. Seeding shall be performed only during normal application periods, optimum temperature, moisture and climatic condition to promote germination and plan growth. Normal application periods are between March 1 and May 31 and between August 10 and September 30.
- B. Existing Conditions: Survey job conditions prior to commencing work. Bring any discrepancies between existing work and the Drawings and Specifications to the attention of the Project Engineer/DNR Construction Inspector.

1.05 SEQUENCING AND SCHEDULING:

- A. Properly coordinate the work of this section with all other trades.
- B. Do not start the work of this section until the work of all other trades has been completed unless otherwise approved by the DNR Construction Inspector.

Commercial mixture in the quantities as specified will be acceptable at the discretion of the DNR Construction Inspector, if these quantities are verifiable.

- E. Seed mixture for this project to be selected by the DNR Construction Inspector.

2.02 FUNGICIDE:

- A. All seeds for permanent seeding shall be treated with a nonmercurial fungicide (75% concentration or equivalent) at the rate of 5-1/2 ounces per 100 pounds of seed.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 SEEDBED PREPARATION:

- A. The area to be seeded shall be raked or graded to fill washes or gullies. Pick up and dispose of all debris, including stones, boulders, logs, stumps, or other foreign material that will interfere with the seeding operation.

3.03 FERTILIZER APPLICATION:

- A. Spread fertilizer over the area at the rate of 750 pounds per acre of 15-15-15 (or equivalent).
- B. Unless otherwise indicated, spread all fertilizer with a mechanical spreader which will secure a uniform rate of application.
- C. Spread fertilizer after the preliminary preparation of seedbed and prior to the sowing of any seeds.
- D. Disk the fertilizer and roll the area prior to seeding.
- E. On area inaccessible to field machinery, spread fertilizer after preparation of the seedbed and thoroughly rake into the soil.
- F. Application of fertilizer in combination with seeding by hydraulic seeder as specified in I.D.O.T. Section 2601.04H will be acceptable at the discretion of the DNR Construction Inspector.

3.04 SEED APPLICATION:

- A. Preparation: Mix all seeds specified for this project thoroughly at the project site prior to placing in spreading equipment.

- B. On all areas accessible to field machinery, all grass seeds may be sown with a gravity, cyclone or hydraulic seeder as specified herein. On areas inaccessible to field machinery, the use of hand-cyclone seeder will be permitted.
- C. Apply seed mixture at a rate of four pounds per 1,000 square feet, unless otherwise indicated, during fair, calm weather. One half of the seed mixture shall be sown in one direction and the remainder at right angles to the first sowing.

3.05 SEED APPLICATION IN MAINTAINED LAWNS:

- A. For maintained lawns to be seeded as part of this project, apply fertilizer prior to preparation of the seedbed.
- B. A rotary tiller will be required for preparation of the seedbed. The seedbed after tilling will be raked firm, smooth and free of clods, rocks and other debris.
- C. Roll the seedbed shall both before and after the application of seeds. Apply seeds over damp soil by broadcast seeding.
- D. Roll, seed, and fertilize by hand or with hand operated equipment in areas inaccessible to field equipment.

3.06 SPRING OVERSEEDING:

- A. Seedbed preparation will not be required provided the overseeding is applied when the ground is free from frost action after March 1 and before April 1 or as directed by the DNR Construction Inspector.

3.07 MOWING:

- A. When requested by the DNR Construction Inspector, mowing may be required prior to permanent seeding or anytime during the growing season.

3.08 MULCHING:

- A. All seeded areas are to be mulched unless otherwise designated in the contract documents.
- B. All areas requiring mulch are to be mulched as soon as seed is sown and final rolling is completed.
- C. Mulch is to be evenly and uniformly distributed and anchored into the soil. The application rate for reasonably dry material shall be approximately 1-1/2 tons of dry cereal straw, 2 tons of wood excelsior, or 2 tons of prairie hay per acre, or other approved material, depending on the type of material furnished.
 - 1. All accessible mulched areas are to have mulch consolidated into the soil with a mulch stabilizer, and slope areas are to be tucked on the contour.

2. Crawler type or dual wheel tractors are to be used for the mulching operation. Equipment is to be operated in a manner to minimize displacement of the soil and disturbances of the design cross section.

END OF SECTION 02930

APPENDIX A

TELEVISIONING REPORT FOR LAKE WAPELLO SEWER

Televising Video is available for download at www.beelineandblue.com or you can get the video when you order hard copy of the plans & specs.