

IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL



BLUE LAKE

DREDGING CONTAINMENT BASIN

MONONA COUNTY, IOWA

ATTENTION BIDDERS

ALL SUBSTITUTION REQUESTS AND QUESTIONS MUST BE SUBMITTED BY
12:00PM THE FRIDAY PRIOR TO THE BID LETTING TO BE CONSIDERED.

PREPARED BY

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

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515.223.8104 | shive-hattery.com

For

**IOWA DEPARTMENT OF NATURAL RESOURCES
ENGINEERING BUREAU
502 E 9TH ST
DES MOINES IA 50319-0034**

PROJECT NO. 17-01-67-06

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

BLUE LAKE
DREDGING CONTAINMENT BASIN
MONONA COUNTY, IOWA
PROJECT NO. 17-01-67-06

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Terracon Geotechnical Engineering Report – Blue Lake Containment Basin

END OF SECTION 00002

BLUE LAKE
DREDGING CONTAINMENT BASIN
MONONA COUNTY, IOWA
PROJECT NO. 17-01-67-06

CONSTRUCTION DRAWINGS - SHEET NO. C000 THROUGH NO. C701 INCLUSIVE

Sheet No. C000 -- Cover Sheet
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Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources by email, at procurement@dnr.iowa.gov until **11:00 am, October 15, 2020** for the public improvement projects listed below, at which time they will be opened publicly. In an effort to mitigate the spread and effects of the COVID-19, the Department of Natural Resources will ONLY be accepting proposals submitted via email for these projects. No bids shall be accepted by FAX, mail or hand-delivery. After the bid opening, information concerning bid results may be obtained by visiting the Department's website at www.iowadnr.gov.

Note: The bid opening for this project will be held by conference call only. No facilities will be available for an in-person meeting. Interested parties may call in to the following number to listen to the bid opening:

Conference call number: +1 (774) 293-8493
PIN: 523 393 819#

In order to improve sound quality, please mute your phone by pressing *6. If you have questions, you can unmute your phone by pressing *6.

While bids are due by 11:00 am CST on October 15, 2020, the bid opening teleconference will not begin until 11:15 am to allow staff ample time to print bids before reading them aloud.

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 IA 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 scanned copy of the bid security as defined in Iowa code section 26.8. Additionally, bid securities in the form of a certified check, cashier's check, or money order must also be mailed to the Department at the Wallace State Office Building, 502 East 9th Street, Des Moines, IA 50319. 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

Project Estimate: \$1,036,400.00
Funding Source: Lake Restoration

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

Luke Monat
Project Manager
4125 Westown Parkway Suite 100
West Des Moines, Iowa 50266
Phone: (515) 223-8104
lmonat@shive-hattery.com

Direct questions concerning Site Review and Project Inspection to:

Jeff Felts
District Engineer
Phone: (515) 250-3712
Jeff.felts@dnr.iowa.gov

Direct questions concerning Bidding and Contract Procedures to:

Kim Bohlen, DNR Procurement
Wallace State Office Building
502 E 9th St
Des Moines, Iowa 50319-0034
Phone: (515) 344-0055
Fax: (515) 725-8202

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 at <https://programs.iowadnr.gov/engreal/projectlist.asp>. Printed bid tabs will not be available for 3 working days after the Letting date.

Time and Date of Letting **11:00 AM, October 15, 2020**

PROPOSAL

Project Description and Location

Project No. **17-01-67-06**

**DREDGING CONTAINMENT BASIN
BLUE LAKE
MONONA COUNTY, Iowa**

Proposal of: _____
(Name of Bidder)

Located at: _____
(Address) (Telephone include area code)

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
\$62,500.00	September 15, 2021	N/A	\$550.00

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

(Iowa Contractor Registration No.)

(Signed)

(Date)

(Phone Number)

(Fax Number)

(Email Address)

By signing and submitting the proposal, the bidder:

1. Gives an unsworn declaration on behalf of each person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, and is not under debarment currently by the Federal government for a criminal violation which is reasonably related to bidding and contracting procedures; and

2. Affirms to have examined the plans, specifications, and job 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.

SCHEDULE OF PRICES

Project Description and Location

DREDGING CONTAINMENT BASIN, BLUE LAKE, MONONA COUNTY

Name of Bidder

THE "UNIT PRICE" AND "AMOUNT" COLUMNS MUST BE FILLED IN FOR THIS PROPOSAL TO BE CONSIDERED COMPLETE. IF THERE IS A DISCREPANCY BETWEEN UNIT BID PRICES, EXTENSIONS, OR TOTAL AMOUNTS OF BID, THE UNIT PRICES SHALL GOVERN.

Item No.	Description	Estimated Quantity		Unit Price	Amount
1	MOBILIZATION	1	LS		
2	CLEARING AND GRUBBING	42.9	ACRE		
3	EXCAVATION	208000	CY		
4	TOPSOIL, STRIP, SALVAGE, AND RE-SPREAD	13000	CY		
5	REVETMENT, CLASS E	40	TON		
6	GRANULAR SURFACING WITH GEOTEXTILE	100	TON		
7	12-INCH CMP	161	LF		
8	RISER, 24-INCH CMP	1	EA		
9	SEEDING, FERTILIZING AND MULCHING	21	AC		
10	TEMPORARY SEEDING	21	AC		
11	SILT FENCE	6000	LF		
12	STRAW WATTLE, 9-INCH	2000	LF		
13	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 2B	320	SY		
14	SWPPP MANAGEMENT	1	LS		
15	FENCE	5215	LF		
16	FENCE GATE ASSEMBLY	2	EA		
17	DEWATERING	1	LS		
18	PERMANENT SIGNAGE	1	LS		
19	TEMPORARY TRAFFIC CONTROL	1	LS		

	Total	
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Bidder Acknowledges Receipt of Any Issued Addenda Below (Number and Date)		List of Subcontractors (Attach additional pages, if necessary)

PROPOSAL GUARANTEE BOND

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:

Sixty two thousand five hundred _____ Dollars \$ 62,500.00
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 is herewith submitting to the state of Iowa, acting
by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, its sealed proposal for
a contract for the

at _____ in _____ County, Iowa.

NOW THEREFORE,
the conditions of this obligation are such that, if said proposal is rejected by the DEPARTMENT, or if said proposal is
accepted by the DEPARTMENT and the PRINCIPAL shall enter into a contract in the form specified by the DEPARTMENT
in accordance with the terms of the proposal and shall furnish a bond for the faithful performance of said contract in the
form specified by the DEPARTMENT, this obligation shall be null and void. Otherwise it shall remain in full force and
effect.

In the event that the said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall fail to enter into the
contract as defined herein or shall fail to furnish the performance bond as noted above within thirty (30) days of the
approval of the award, the PRINCIPAL and SURETY(S) agree to forfeit to the DEPARTMENT the penal sum herein
mentioned, it being understood that the liability of the SURETY(S) shall in no event exceed the penal sum of this
obligation.

IN WITNESS WHEREOF,
the above bounden parties have executed this instrument under their several seals this _____ day of
_____, 20 _____, the name and corporate seal of each party being hereto affixed and these
presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

If a partnership all partners must sign.

**BLUE LAKE
DREDGING CONTAINMENT BASIN
PROJECT NO. 17-01-67-06
MONONA COUNTY, IOWA**

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 constructing an earthen embankment spoil site.

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. DNR Standard Specifications and Current Supplemental Specifications
4. Project Specifications Including Addenda Number _____ Through _____
5. Drawings, Sheet Number C000 Through C701 Inclusive
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to DNR 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 DNR Standard

Specifications and to complete all the work by September 15, 2021

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of Five hundred fifty Dollars \$ 550.00 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:

FOR THE CONTRACTOR:

Director

(Signature and Title)

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

(Firm)

(Date)

(Address and Zip Code)

Seal if by a Corporation:

Identification Number _____

Soc. Sec. No. _____

Or Fed. I. D. No. _____

PERFORMANCE BOND

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 PRINCIPAL 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 573 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.

No provision of this bond or any other contract shall be valid which limits to less than five years after the acceptance of the work, the right to sue on this bond for defects in workmanship or material in connection with paving or concrete work.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20 _____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

If a partnership all partners must sign.

This bond approved by the Iowa Department of Natural Resources this _____ day of _____, 20 _____

By: _____
Director

**IOWA DEPARTMENT OF NATURAL RESOURCES
GENERAL COVENANTS AND PROVISIONS
SECTION NO. 00700
JANUARY 1993 (Revised 5/13/2020)**

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. Bureau Chief - The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
10. Calendar Day - Every day shown on the calendar.
11. 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.
12. Channel - A natural or artificial water course.

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 Bureau Chief, or other authorized representative of the Contracting Authority, 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. By signing and submitting the proposal, the bidder gives an unsworn declaration on behalf of each person, firm, association, partnership, or corporation submitting a proposal, certifying that such person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, 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 proposa1 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 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.

- H. 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 subject line of the email containing the proposal, with the proposal guarantee, must include the Project Number, Project Title, and the Bid Date and Time. The bidder shall be responsible for emailing the proposal, with the proposal guarantee to the place designated for the bid submission 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. The Department shall notify the bidder in the event that a bid is determined to be late.
- 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 that 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 anticipate that the sale and use tax could increase the cost of non-exempted services and material by at least 5% and make the necessary allowance 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. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available. 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.
- D. The Owner shall have the right to accept Alternates in any order or combination and to determine the low bidder on the sum of the Base Bid and the Alternates accepted.

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.

1101.19 APPEAL OF CONTRACT AWARD

- A. If a Contractor who submitted a timely proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal to department's director or the director's designee detailing the factual and legal basis for the challenge within five calendar days of the Notice of Intent to Award. The Issuing Officer may submit a written response to the Contractor's written appeal within five business days after receipt of the appeal. The department's director or designee will issue a written decision within seven business days of receipt of the Issuing Officer's written response.

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 489 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 county. 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 county.
- 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

- A. 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 on the standard form of the Contracting Authority, contractor shall provide one (1) original. 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.
- B. 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.
- A. 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.
- B. 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.
 - 3. Prior to review of working drawings, any work done or material ordered shall be at the Contractor's risk.
 - 4. 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.
 - 5. 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.
 - 6. 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

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 Contractors 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 publics 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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, holidays observed by the Department of Natural Resources or within the time frame of dusk until dawn (as observed by current Farmer's Almanac) unless explicit permission from the Engineer has been obtained.
 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.
- B. 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 for 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.
- D. 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 claim 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 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 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

**IOWA DEPARTMENT OF NATURAL RESOURCES
GENERAL COVENANTS AND PROVISIONS
SECTION NO. 00700
JANUARY 1993 (Revised 4/4/2018)**

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. Bureau Chief - The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
10. Calendar Day - Every day shown on the calendar.
11. 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.
12. Channel - A natural or artificial water course.

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 Bureau Chief, or other authorized representative of the Contracting Authority, 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. By signing and submitting the proposal, the bidder gives an unsworn declaration on behalf of each person, firm, association, partnership, or corporation submitting a proposal, certifying that such person, firm, association, partnership, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract, 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 proposa1 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 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.

- H. 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 an envelope plainly marked as to its contents on the outside of the envelope. Sample envelope forms can be viewed and downloaded on the DNR website https://programs.iowadnr.gov/engreal/bid_envelope.doc. 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 that 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 anticipate that the sale and use tax could increase the cost of non-exempted services and material by at least 5% and make the necessary allowance 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. It is the intent of the Owner to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accord with the requirements of the Bidding Documents, is judged reasonable, and does not exceed the funds available. 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.
- D. The Owner shall have the right to accept Alternates in any order or combination and to determine the low bidder on the sum of the Base Bid and the Alternates accepted.

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.

1101.19 APPEAL OF CONTRACT AWARD

- A. If a Contractor who submitted a timely proposal disagrees with an award decision, it may appeal that decision by submitting a written appeal to department's director or the director's designee detailing the factual and legal basis for the challenge within five calendar days of the Notice of Intent to Award. The Issuing Officer may submit a written response to the Contractor's written appeal within five business days after receipt of the appeal. The department's director or designee will issue a written decision within seven business days of receipt of the Issuing Officer's written response.

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 489 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 county. 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 county.
- 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

- A. 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 on the standard form of the Contracting Authority, contractor shall provide one (1) original. 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.
- B. 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.
- A. 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.
- B. 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.
 - 3. Prior to review of working drawings, any work done or material ordered shall be at the Contractor's risk.
 - 4. 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.
 - 5. 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.
 - 6. 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

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 Contractors 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 publics 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. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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, holidays observed by the Department of Natural Resources or within the time frame of dusk until dawn (as observed by current Farmer's Almanac) unless explicit permission from the Engineer has been obtained.
 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.
- B. 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 for 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.
- D. 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 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 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

SECTION 00710
(Revised 9/8/95)

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

Notice of Requirements for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246 as amended) and Iowa Executive Orders 15 and 34. This includes employment goals for minorities and women in construction.

60-1.4 EQUAL OPPORTUNITY CLAUSE.

- A. Federally assisted construction contracts.
1. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause.
- B. The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loans insurance, or guarantee, the following equal opportunity clause:
- C. During the performance of this contracts the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee, or applicant for employment because of race, colors, religion, sex, national origin, or disability.
 - a. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following; Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labors or as otherwise provided by law.
 7. The Contractor will include the portion of the sentence immediately preceding paragraph 1. and the provisions of paragraphs 1-7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the

Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

- a. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- b. Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

I. DEFINITIONS.

A. Definitions as used in these specifications:

1. **Covered Area** means the entire State of Iowa, however, those areas of a Hometown Plan approved by the US Department of Labor will be considered separately.
2. **Director** means Director, Office of Federal Contract Compliance Program, United States Department of Labor or any person to whom the Director delegates authority.
3. **Employer Identification Number** means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Returns US, Treasury Department Form 941.
4. **Designated Geographical Areas.**
 - a. **Standard Metropolitan Statistical Area (SMSA).** These areas represent a reasoned judgement as to how metropolitan areas are defined statistically in a uniform manner, using data items that are:
 - 1) widely recognized as indicative of metropolitan character, (population, urban character, nonagricultural employment, population, density, and commuting ties), and
 - 2) available from a body of Federal statistics which has been uniformly and simultaneously collected in all parts of the country, and processed and tabulated according to consistent standards. Thus, if a project is located within an SMSA, it can be concluded that a reasonable commuting area exists within the SMSA, and that goals based on SMSA statistics are accurate.
 - b. **Economic Area (EA).** These areas are viewed as centers of commerce, and they generally cover areas which include the places of work and residence for most workers. There are 183 such areas, defined along county lines, covering the entire country. Counties were assigned to these economic areas in accordance with commuting patterns based primarily on data gathered by the Bureau of the Census.
5. **Minority** includes:
 - a. **Black** (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - b. **Hispanic** (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race),
 - c. **Asian and Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands), and
 - d. **American Indian or Alaskan Native** (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(Note: Minority women from the above referenced groups shall be counted as satisfying both the minority and female employment goals in each geographic area.)

II. GENERAL.

- A. Equal Employment Opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375. The requirements set forth in this specification shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

III. EQUAL OPPORTUNITY POLICY.

- A. The Contractor will accept as his/her operating policy the following statement which is designed to farther the

provision of equal employment opportunity to all persons without regard to their age, race, color, religion, sex, national origin, or disability, and to promote the full realization of equal employment opportunity through a positive, continuing program.

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, sex, color, national origin, or disability. Such action shall include: employment, upgrading, demotion, and transfer, recruitment and recruitment advertising, layoff, and termination, rates of pay and other forms of compensation, and selection of training, including apprenticeship, preapprenticeship, and/or on-the-job training."

IV. GOALS.

- A. Specific goals for female and minority participation have been established.
- B. The goals for female participation, expressed in percentage terms for the total hours worked by the Contractor's aggregate workforce in each trade on all construction work, is 6.9 percent, with no timetable. This goal applies nationwide.
 1. Goals for minority participation in Iowa, expressed in percentage terms for the total hours worked by the Contractor's aggregate workforce in each trade on all construction work, are shown on the map of Iowa that follows. The goals shown apply to each designated geographical area, as shown on the map.
- C. These goals are applicable to all the Contractor's construction work (whether or not it is non-Federal or Federally assisted) performed in the designated area. For each contract and/or subcontract in excess of \$10,000, the goals for minority participation will apply for all work to be performed in geographical areas designated by the Director pursuant to 41 CFR 60-4.6, and the goal for female participation will apply nationwide.
 1. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on his/her implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and his/her efforts to meet the goals established for minority participation for the geographical area where the work is to be performed, or nationwide goal for female participation.
 2. The hours of minority and female employment and training must be substantially uniform throughout the time period for the work of the contracts and within each trade, and the Contractor shall make a good-faith effort to employ minorities and women evenly on each of his/her projects.
 3. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Orders and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
- D. The Contractor shall provide written notification to the Department of Natural Resources (on behalf of the Director of the Office of Federal Contract Compliance Programs) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under this contract.
 1. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontracts and the geographical area in which the contract work is to be performed.
- E. Application of Minority Participation Goals.
 1. **Minority Participation.** A single minority participation goal is established for each SMSA and EA. Timetables for the achievement of minority goals are not provided. A separate goal is established for each SMSA and for each EA. When a contract or subcontract to which this specification applies is for work located within a SMSA, the goal for that SMSA applies. When a contract or subcontract to which this specification applies is for work located outside an SMSA, the goal for that EA applies.
 - a. The applicable goal for the Contractor or subcontractors is the goal for each geographical area where the work is being performed, and all the work of the Federal or Federally assisted construction contractor or subcontractor is covered, whether the work is being performed for a contract to which the specification applies or not. Therefore, a contractor with work in SMSA "X" would apply the goal for

SMSA "X" for that work. The same contractors however, would apply the SMSA "Y" goal to all his/her work in SMSA "Y", even though the Contractor's work in SMSA "Y" is neither Federal nor Federally assisted.

2. **Participation of Minority Women.** The Contractor and required subcontractors will be permitted to count minority women belonging to one of the recognized minority groups listed in Article I of this specification as satisfying both the minority goal for each designated geographic area and the overall female goals. Conversely, nonminority women will only count toward satisfying the overall female goal.

V. STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246).

- A. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he/she shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation set forth herein.
- B. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the US Department of Labor in the covered area either individually or through an association, his/her affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan.
 1. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with his/her obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which he/she has employees.
 2. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to make good faith efforts to achieve the Plan goals and timetables.
- C. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p. Article V, of these specifications. The goals set forth in the specifications are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which he/she has employees in the covered area. The Contractor is expected to make substantially uniform progress toward his/her goals in each craft during the period specified.
- D. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- E. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training program, approved by U.S. Department of Labor.
- F. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluations of the Contractor's compliance with these specifications shall be based upon his/her effort to achieve maximum results from his/her actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 1. Endure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project.
 - a. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of, and carry out, the Contractor's obligations to maintain such a working environments with specific attention to minority or female individuals working at such sites or such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization, and of what action was taken with respect to each such individual.
 - a. If such individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
4. Provide immediate written notification to the Director, when the union or unions with which the Contractor has a collective bargaining agreement, have not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet his/her obligations.
5. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. Training programs may be specifically required elsewhere in the contract documents. The Contractor's responsibility for training opportunities is not necessarily limited to training programs that are specifically required. The Contractor shall provide notice of these programs to the sources compiled under 6b above.
6. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting his/her EEO obligations, by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees, at least once a year, and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
7. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items with on-site supervisory personnel, such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained, identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
8. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to, and discussion the Contractor's EEO policy, with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.
9. Direct the Contractor's recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after schools summer, and vacation employment to minority and female youths both on the site and in other areas of the Contractor's workforce.
11. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
12. Conduct, at least annually, an inventory and evaluation, of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not

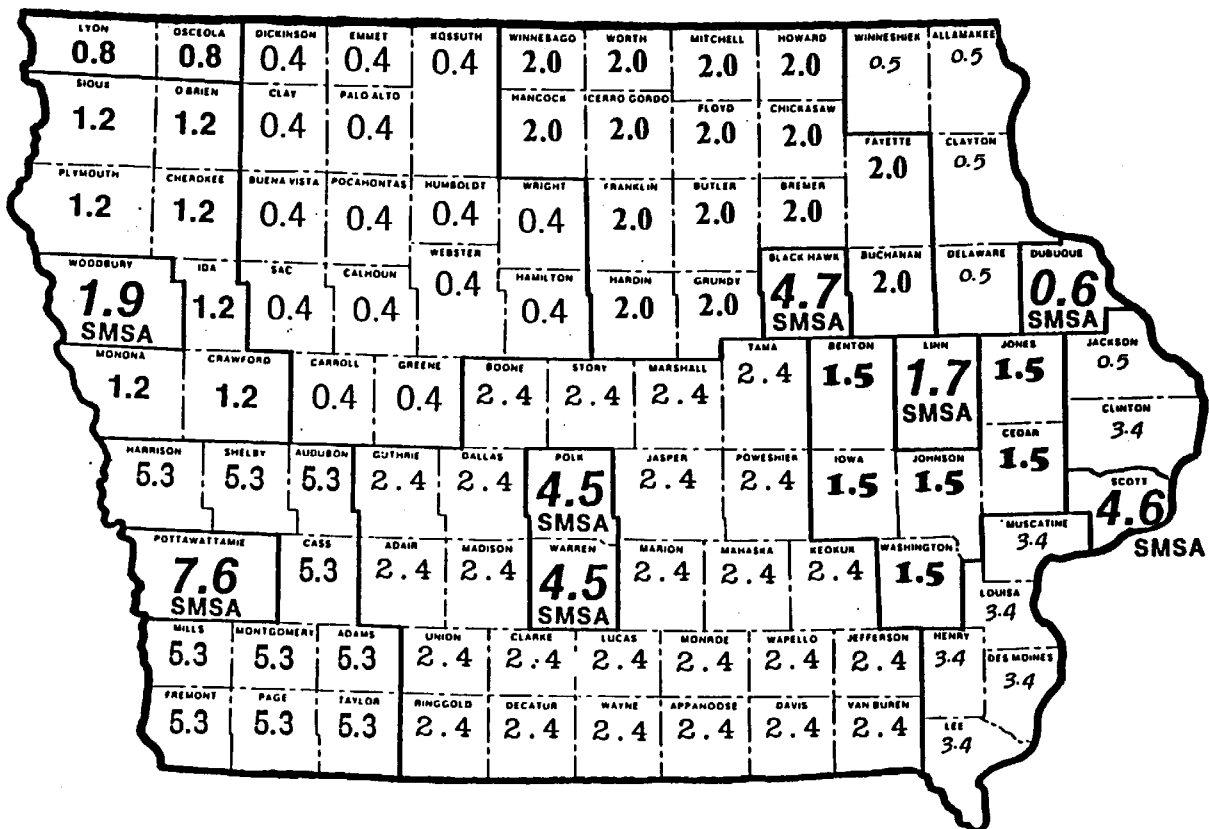
- have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated, except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 16. Conduct a reviews at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- G. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p).
1. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of the obligations under 6a through p of these specifications, provided the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet his/her individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor.
 2. The obligation to comply, however, is the Contractor's, and failure of such group to fulfill an obligation shall not be a defense for the Contractor's noncompliance
- H. A single overall goal for women and goals for minorities in each designated area are included in Article IV of these specifications. The Contractor is required to provide equal opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved the goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group or women are underutilized.
- I. The Contractor shall not use the goal, or affirmative action standards to discriminate against any person because of age, race, color, religion, sex, national origin, or disability.
- J. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts, pursuant to Executive Order 11246.
- K. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- L. The Contractors in fulfilling his/her obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G of these specifications, so as to achieve maximum results from his/her efforts to endure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- M. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records.
1. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed.
 2. Records shall be maintained in an easily understandable and retrievable form, however, to the degree that existing records satisfy this requirement, Contractor shall not be required to maintain separate records.

N. Nothing herein provided shall be construed as a limitation upon the application of other Iowa which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

VI. SUPPLEMENTAL REPORTING REQUIREMENTS.

- A. The Contractor and subcontractors are required to make available upon request its Affirmative Action Program containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of the provisions shall be regarded as a material breach of contract.
- B. The Contractor will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate the number of minority and nonminority group members and women employed in each work classification on the project. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department of Natural Resources and any Federal Agency funding any part of this project.

"Minority employment goals are expressed as a percentage (%) of total hours worked for each craft and/or trade in each county."



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. Bureau Chief: The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
 - 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 DNR 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 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 "Dredging Containment Basin", Project Number 17-01-67-06. Drawings and Specifications are dated September 2020.
 - 2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
 - a. This project consists of constructing an earthen embankment spoil site.
- 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 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;
 - 3. Establishing finish grade stakes (including blue tops) as necessary;
- 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, if applicable.

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, replace referenced stakes at no additional cost to the Owner.
- B. Meet with DNR Construction Inspector to establish actual building location, set backs, and side yards, if required.

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 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. 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 Description</u>	<u>Shop</u> <u>Drawing</u>	<u>Product</u> <u>Data</u>	<u>Samples, Test</u> <u>Results, Certification</u>
N/A				

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 SCOPE:

- A. Supplementary tests and reports required in this section with any tests, reports, and other information that may be required additionally in any section of the specifications.
- B. Inspection, sampling, and testing is required, but not limited to, the following:
 - 1. Section 03300 – Cast In Place Concrete
- C. Sampling and testing frequencies and requirements are to comply with IDOT IM-204.

1.03 TESTS BY INDEPENDENT TESTING LABORATORY:

- A. Testing Laboratory:
 - 1. Contractor to select and pay for an independent testing laboratory, acceptable to the Project Engineer, to perform specified services required by the contract.
 - 2. Employment of testing laboratory will in no way relieve Contractor's obligations to perform work in accord with the contract.
 - 3. Include in lump sum bid the cost for all testing services required. No separate payments will be made for testing. Include all associated costs in the various appropriate bid items. Project Engineer/DNR Construction Inspector will direct all tests. The Contractor shall pay the testing firm.
- B. Contractor Shall:
 - 1. Make available at no cost, all material to be tested.
 - 2. Provide labor necessary to supply samples and assist in making tests.
 - 3. Advise laboratory of the identity of material sources and instruct suppliers to allow inspections by laboratory.
- C. Testing laboratory shall:
 - 1. Submit written report promptly, covering each inspection and test to the Project Engineer, including:
 - a. Date issued.
 - b. Project title and number.
 - c. Testing laboratory name and address.
 - d. Name and signature of laboratory technician.
 - e. Date of inspection and sampling.
 - f. Record of temperature and weather.
 - g. Date of test.
 - h. Identification of product and specification section.
 - i. Location of project.
 - j. Type of inspection or test.
 - k. Observations regarding compliance with Contract Documents.
 - 2. Promptly notify Project Engineer of irregularities or deficiencies of work which are observed during performance of testing services.
 - 3. Perform additional services required by the Project Engineer/DNR Construction Inspector.
- D. Laboratory is not authorized to:
 - 1. Release, revoke, alter or enlarge on, contract requirements.
 - 2. Approve or accept any portion of work.
 - 3. Perform any duties of the Contractor.
- E. Conduct tests in accordance with the requirements of the designated specifications or, where not specified, the latest appropriate standard of the American Society for Testing and Material.

1.04 LABORATORY SERVICES AND TESTS REQUIRED:

- A. Concrete:
 - 1. Secure samples of aggregates Contractor proposes to use and test for compliance with specifications.

2. Certify compliance with specification of cement proposed for use by the Contractor.
 3. Review concrete design mix proportions for the required concrete strengths using materials Contractor proposes to use on the project. Incorporate specified admixtures and not less than amount of cement specified. Perform appropriate laboratory tests, including compression tests of cylinders and slump test to substantiate mix designs. Submit one copy of report to the Project Engineer, one copy to the DNR Construction Inspector, and one copy to the Contractor, clearly indicating the results of the mix design review.
 4. When requested by the DNR Construction Inspector, inspect and test material during concrete work to substantiate compliance with specifications and mix requirements.
 5. Slump Test: The DNR Construction Inspector will require slump tests to be performed as he desires in accordance with the provisions of these specifications.
 6. Test Cylinders:
 - a. Each test shall consist of a set of three cylinders provided by the Contractor. Sampling and testing frequencies and requirements are to comply with IDOT IM-204.
 - b. Provide a minimum of one set of test cylinders each day concrete is placed.
 - c. The Contractor shall make and cure test cylinders in conformity with ASTM C-31.
 - d. Note on record drawings placement locations represented by test cylinders.
 7. Perform compression tests in accordance with applicable sections of IDOT specifications.
 8. Identify all test cylinders with symbols to indicate location on the job where concrete tests were made. Note on record drawings.
- B. Aggregate gradation and compaction as per applicable specifications.

1.05 CONTRACTOR'S RESPONSIBILITIES:

- A. Furnish product mix design to meet or exceed Contract Documents.
- B. Cooperate with laboratory personnel and provide access to work, as well as to manufacturer's operations.
 1. Monitor each inspection, sampling and test.
- C. Provide to laboratory, preliminary representative samples of material to be tested, in specified quantities.
- D. Furnish copies of mill test reports.
- E. Furnish verification of compliance with contract requirements for material and equipment.
- F. Furnish casual labor and facilities:
 1. To provide access to work to be tested.
 2. To obtain and handle samples at site.
 3. To facilitate inspections and tests.
 4. For laboratory's exclusive use for storage and curing of test samples.
- G. Notify laboratory sufficiently in advance of operations to allow for assignment of personnel and scheduling of tests. Notify DNR Construction Inspector when work is ready for testing. Schedule testing after approval of the DNR Construction Inspector. The Department of Natural Resources will not pay for any testing scheduled without the DNR Construction Inspector's specific authorization.
- H. Correct work which is defective or which fails to conform to the Contract Documents in accordance with the general condition. Do not delay the project schedule or the work of other contractors with corrective work.
- I. Pay all costs of re-testing when test results indicate non-compliance with contract requirements.
- J. Patch all surfaces and areas disturbed by testing operations.

END OF SECTION 01400

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. Provide and 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 as may be required.
 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 objects.**

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.
- D. Comply with detailed Project Plans for temporary erosion control procedures to be performed on this project.

3.11 Protection of Fish and Wildlife Resources:

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

3.12 Protection of Air Resources:

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

3.13 Protection of Sound Intrusions:

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

3.14 Mosquito Control:

- A. During dredging and due to large areas of shallow water in the disposal area, mosquito breeding must be controlled.
- B. Deposit dredge material to minimize stagnant water pools.
- C. Conduct 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 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 Project Engineer/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 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.

1.05 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 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 SUMMARY:

- A. Section Includes: To aid the instruction of operating and maintenance personnel, and to provide a source of information regarding the systems incorporated into the Work, furnish and deliver the data described in this section and in pertinent other sections of these specifications.
 - 1. Additional data requirements may be described in individual sections.
- 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 SUBMITTALS:

- A. Comply with pertinent provisions of Section 01300.
- B. Submit two copies of a preliminary draft of the proposed manual or manuals to the Engineer for review and comments.
- C. Unless otherwise directed in other sections, or in writing by the Engineer, submit two copies of the final manual to the DNR Construction Inspector.

1.03 QUALITY ASSURANCE:

- A. In preparing required data, use only personnel thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with this section's requirements, and sufficiently skilled in technical writing to communicate the essential data.

PART 2 - PRODUCTS

2.01 INSTRUCTION MANUALS:

- A. Where instruction manuals are required to be submitted under other sections of these specifications, prepare in accordance with the provisions of this section.
- B. Format:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: White bond, at least 20 lb. weight
 - 3. Text: Neatly written or printed
 - 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the manual and provide a drawing pocket inside rear cover or bind in with text.
 - 5. Flysheets: Separate each portion of the manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 - 6. Binding: Use heavy-duty plastic or fiberboard covers with 3-ring binders. All binding is subject to the Owner's approval.
 - 7. Measurements: Provide all measurements in U.S. standard units: feet-and-inches, lbs., and cfm.
- C. Provide front and back covers for each manual, using durable Owner's approved material, clearly identified on or through the cover with at least the following information:
 - OPERATING AND MAINTENANCE INSTRUCTIONS
 - (name and address of work)
 - (name of contractor)
 - (general subject of this manual)
 - (space for approval signature of)
 - (the owner and approval date)
- D. Contents include at least the following:
 - 1. Neatly typewritten index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
 - 2. Detailed list of subcontractors, including address, phone number and product or equipment installed.
 - 3. Complete instructions regarding operation and maintenance of all equipment involved, including lubrication, disassembly, and reassembly.

4. Complete nomenclature of all parts of all equipment.
5. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
6. Copy of all guarantees and warranties issued.
7. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
8. Such other data as required in pertinent sections of these specifications.

PART 3 - EXECUTION

3.01 INSTRUCTION MANUALS:

- A. Preliminary:
 1. Prepare a preliminary draft of each proposed manual.
 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 3. Secure the Architect's approval prior to proceeding.
- B. Final: Complete the manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.
- C. Revisions:
 1. Following the instruction of operation and maintenance personnel, review all proposed revisions of the manual with the DNR Construction Inspector.

END OF SECTION 01730

CONSTRUCTION SPECIFICATIONS



FOR

IOWA DEPARTMENT OF NATURAL RESOURCES BLUE LAKE DREDGING CONTAINMENT BASIN

MONONA COUNTY, IOWA

August 25, 2020

S-H Project # 4195040
IDNR Project # 17-01-67-06

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
		<u>8/25/2020</u>
	Signature	Date
	Printed or typed name	<u>Luke T. Monat</u>
	License Number	<u>22610</u>
My License Renewal Date is: <u>December 31, 2020</u>		
Pages, Sheets, or Divisions covered by this Seal: All		

PREPARED BY:

SHIVEHATTERY
ARCHITECTURE+ENGINEERING

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List of Specifications

TECHNICAL SPECIFICATIONS

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IOWA DOT REFERENCES

<i>Specification Section</i>	<i>Title</i>	<i>Pages</i>
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GEOTECHNICAL INFORMATION

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**SECTION 31 1000
SITE CLEARING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Protecting existing vegetation to remain.
- B. Removing existing vegetation.
- C. Removal of existing drain tile in embankment footprint.
- D. Clearing and grubbing.
- E. Stripping and stockpiling topsoil.
- F. Removing above- and below-grade site improvements.
- G. Disconnecting, capping or sealing, and removing site utilities.

1.2 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow.
- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.3 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.4 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
- B. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface conditions.

1.5 QUALITY ASSURANCE

- A. Pre-Clearing Conference: Conduct conference at project site to confirm clearing limits with Owner prior to the start of clearing operations. Contractor shall survey or mark proposed limits prior to meeting.

1.6 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
- B. Utility Locator Service: Notify Iowa One Call for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- D. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.
- E. Burning may be permitted under the care of a competent watchman provided burning is permitted under controlled air pollution regulations and local ordinances. The Contractor shall furnish the Owner's Representative copies of all permits prior to burning.
 - 1. Burning of landscape waste produced from clearing, grubbing, and construction operations shall be limited to locations at least ¼ mile from any inhabited building. Contractor shall install temporary signage when burning operations could affect visibility on adjacent roads. Contractor shall notify, obtain permission from, and coordinate with local fire department prior to any burning operations.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 EXISTING UTILITIES

- A. Locate, identify, relocate, and seal or cap utilities indicated to be removed.

3.3 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, grass, and other vegetation to permit installation of new construction and as indicated on the plans.
 - 1. Do not remove trees, shrubs, and other vegetation outside of construction limits or indicated to remain or to be relocated.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.4 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to a minimum depth of 3 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and nonsoil materials from topsoil, including clay lumps, gravel, and other objects more than 4 inches in diameter; trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water.

3.5 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction. Remove and dispose of fence line materials.

3.6 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Waste surplus topsoil, surplus soil material, and unsuitable soil materials at locations on or adjacent to the project site as approved by the Owner's Representative.
- B. Remove clearing and grubbing debris, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

3.7 MEASUREMENT AND PAYMENT

The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.

Measurement and payment for each work item in this SECTION shall be in accordance with the following:

- A. Mobilization: Payment for the cost of mobilization and demobilization and other work incidental thereto shall be included in the lump sum price set forth for "Mobilization." The lump sum price set forth in the Bid Form shall include full compensation for mobilization; for preparatory work and operations necessary for the movement of personnel, equipment, supplies, and incidentals to and through the site; for establishment of offices, trailers, and other facilities necessary for work on the project; for demobilization, and cleanup and repairs; for all other work or operations which must be performed or costs incurred when beginning or performing work on the project including bonding, insurance, obtaining permits, filing affidavits, paying fees, etc.
 - 1. The amount which Contractor will receive payment for, in accordance with the following schedule, will be limited to eight percent (8%) of the total Contract bid. Should the Contractor's bid for this item exceed eight percent (8%), the amount over eight percent (8%) will not be paid until all Contract work is complete.
 - 2. Basis of Payment: Partial payment of the lump sum amount bid for Mobilization, not exceeding eight percent (8%), will be made in accordance with the following schedule:
 - a. Upon Contract execution, ten percent (10%) of the pay item will be paid.

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- b. When five percent (5%) or more of the original Contract amount is earned, an additional twenty percent (20%) of the pay item will be paid.
 - c. When ten percent (10%) or more of the original Contract amount is earned, an additional twenty percent (20%) of the pay item will be paid.
 - d. When fifty percent (50%) or more of the original Contract amount is earned, the remaining balance of the pay item will be paid up to a maximum of eight percent (8%) of the total bid.
3. Nothing herein shall be construed to limit or preclude partial payments for other items as provided for by the Contract.
- B. Clearing and Grubbing: Payment for the cost of tree clearing and site preparation and other work incidental thereto shall be included in the per acre unit price. The per acre unit price set forth in the Bid Form shall include full compensation for clearing, burning, and burying the trees within the project limits and as indicated on the plans. The per acre price shall also include full compensation for mowing as required prior to topsoil stripping operations.

END OF SECTION

**SECTION 31 2213
ROUGH GRADING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide labor, materials, equipment, and supervision necessary to complete the following:
 - 1. Grade subsoil and reform to grades, contours, and levels.
 - 2. Rough grade earth embankments, ditches, and borrow areas.

1.2 EXISTING CONDITIONS

- A. Earthwork Balance:
 - 1. The grades shown on Plans indicate a balance of earthwork materials when a shrinkage factor as indicated on the Plans is applied. Should a shortage or excess of material exist, final grades shall be adjusted in areas as shown on the plans or as directed by Engineer. Excess or shortage shall be adjusted for in the designated borrow area in the bottom of the basin. Grades within the designated borrow area do not need to follow those on the plans if coordinated with the Engineer.
 - 2. Changes in placement of fill material within the project limits that impact the site drainage conditions or are in non-designated adjustment areas, can only be made with specific instructions by Engineer.
- B. Original Ground Lines
 - 1. Engineer has determined the excavation quantities based on original ground lines from State of Iowa flown LiDAR and the proposed final grade lines using computed volumes. Before commencing any work, Contractor shall accept in writing the original ground lines provided on the Plans or may obtain revisions as follows:
 - a. Contractor may conduct field surveys at his own expense to verify accuracy of original ground data at an interval appropriate to depict actual site conditions. This survey shall be completed by a licensed surveyor. If Contractor's survey information indicates that the actual ground elevations differ from the original ground elevations included in the Plans, this information shall be forwarded to Engineer immediately.
 - b. If Engineer agrees that there is a substantial difference between the original ground contours shown on the plans and the more recent survey data, then Engineer will acquire additional survey information as needed upon completion of clearing and grubbing operations. This additional information will be used to establish revised grading quantities for the contract. Contractor will be provided with the new information and a change order will be developed.
 - c. Acceptance of the original ground lines, and any revisions as discussed above, shall be mutually agreed to between Contractor and Owner, in writing prior to the commencement of any earthwork. Revisions to the existing ground lines will not be considered or allowed after earthwork has commenced. Commencement of earthwork activities shall be considered presumptive evidence of Contractor's acceptance, whether or not Contractor agrees in writing.

1.3 PROTECTION

- A. Protect trees, shrubs and lawn, and other features remaining as part of final landscaping.
- B. Protect benchmarks, property monuments, and existing structures, fences, roads, sidewalks, paving, and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenances which are to remain.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Subsoil Material: Excavated material free from roots, broken concrete, broken asphalt, rocks larger than 4" in size, and building debris.

PART 3 EXECUTION

3.1 PREPARATION

- A. Establish and identify required lines, levels, contours, and datum.
- B. Maintain benchmarks, monuments, and other reference points. Re-establish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.

3.2 FILL PLACEMENT AND COMPACTION

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Fill placed in structural areas, such as dam embankments, shall be placed and compacted as discussed in Section 31 2220: EARTHWORK – DAMS.
- C. Granular Fill: Place and compact materials in continuous layers not exceeding 8" in compacted depth, compacted to 95% of maximum Standard Proctor Density per ASTM 0698.
- D. Maintain optimum moisture content of fill materials to attain required compaction density.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Waste surplus fill materials onsite at designated areas preapproved by the Owner's Representative.

3.3 TOLERANCES

- A. Top Surface of Subgrade: Plus or minus 0.5 feet unless deviations from the plans are preapproved by Owner's Representative.
- B. Top of Dam: At or above plan elevations.

3.4 FIELD QUALITY CONTROL

- A. The Owner has retained the services of a Geotechnical Engineer to provide material evaluation and approval and compaction testing of fill where required. Contractor shall be responsible for coordinating and providing advance notice of any operations involving these components to allow adequate time for scheduling and testing.

- 1. Tests and analysis of fill material will be performed in accordance with ASTM D698.

2. Compaction testing will be performed in accordance with ASTM D698.
3. If tests indicate work does not meet specified requirements, remove work, replace, and retest at no cost to Owner.

3.5 MEASUREMENT AND PAYMENT

Construction cost of work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for work items described below. The unit price for each of these items shall include its pro rata share of overhead so that sum of products obtained by multiplying unit prices so set forth by amount of work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of work included in this SECTION.

Measurement and payment for each work item in this SECTION shall be in accordance with following:

- A. Excavation: Payment for the cost of excavation shall include all of the work necessary to complete grading the site to final grades as shown on the plans. The unit price for this item shall include all equipment, materials, and labor required to properly place approved material as shown on the plans. Said unit price shall constitute full payment for excavation, placement, specified moisture adjustment and compaction, and all incidental work pertaining thereto.
 1. Engineer shall determine in cubic yards the total amount of excavation to grade the site to the specified final grades. There will be no measurement and payment for overfill, overexcavation or unauthorized excavation. Assuming Contractor accepts original ground lines, payment for this bid item will be based on the plan quantities which have been determined using a volumetric computer analysis. The Owner reserves the right to require a quantity survey if final grades do not appear to be in compliance with the Plans.
- B. If Contractor or Owner does not accept the plan quantities, the following steps outlined below will be followed for payment.
 1. Contractor shall provide survey information to Engineer regarding the disputed topographic information.
 2. If Engineer and Owner agree that a discrepancy exists, Owner will acquire additional survey information as needed. Engineer will compute a revised quantity based on the new information that will be used for the Excavation quantity in the contract and issue a change order.
 3. As an alternative, Contractor can determine the amount of material excavated by completing a full survey of the site after grading is completed. The survey shall be completed by a licensed surveyor. Contractor shall submit all survey notes and data to Engineer who will determine the amount of excavation based on this information.
 4. Overexcavation in cut areas, either accidentally or for the sole purpose of increasing pay quantities, shall not be recognized for measurement and payment. In these instances, Owner reserves the right to base the paid quantity of cubic yards of excavation upon the final grade contours shown on the plans.
 5. If the final grades do not appear to be in compliance with the plans, Owner reserves the right to require a full topographic survey. Contractor shall provide to Engineer at no cost to Owner, electronic survey data for determining the final earthwork quantities using the original ground lines as stated in this Section.
- C. Contractor shall be paid at unit price for "Excavation" for each cubic yard as measured above. Said unit price shall constitute full payment for excavation, boulder relocation and burial, placing of fill, compaction, grading, and all incidental work pertaining thereto. No separate payment item is included for unauthorized excavated quantities.

- D. Partial pay requests will be made on the estimated percentage complete as agreed to by Contractor and Engineer applied to the contract totals for this bid item. Payment for the full amount of grading will only be made after the final staking is completed and the grading is accepted as completed by the Engineer.

- E. Topsoil Strip, Salvage, and Respread: Payment for the cost of topsoil strip, salvage, and respread shall include all of the work necessary to complete removal of topsoil and respread as shown on the plans. The unit price for this item shall include all equipment, materials, and labor required to properly place approved material as shown on the plans. Said unit price shall constitute full payment for all incidental work pertaining thereto.
 - 1. Engineer shall determine in cubic yards the total amount of topsoil strip, stockpile, and respread to grade the site to the specified final grades. Assuming Contractor accepts original ground lines, payment for this bid item will be based on the plan quantities which have been determined by an area take-off.

END OF SECTION

**SECTION 31 2220
EARTHWORK, DAMS**

PART 1 GENERAL

1.1 SECTION INCLUDES

Work under this SECTION covers requirements for materials, tools, equipment and services necessary to complete the Earth Dams for this project. The work shall include, but is not necessarily limited to, completion of the following work:

- A. Field Engineering.
- B. Dewatering of excavations prior to filling as may be required.
- C. Conveyance, placement, and compaction of excavated materials.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen 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. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directives of Engineer and Owner.
- D. References:
 - 1. Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction (IDOT).
- E. The Owner will retain the services of a Geotechnical Engineer to provide material evaluation and approval and compaction testing of fill where required. Contractor shall be responsible coordinating and providing advance notice of any operations involving these components to allow adequate time for scheduling and testing.

1.3 PERMITS AND FEES

- A. Owner has obtained required permits from the Iowa Department of Natural Resources (IDNR) as required for construction of the dam(s) on this Project. All requirements of the permit(s) have been incorporated into the Construction Specifications and Plans.

1.4 SUBMITTALS

- A.
- C. Contractor shall schedule and coordinate all construction activities requiring observation and testing with Engineer and the designated Geotechnical Engineer.
- D. Copies of all laboratory and field tests shall be provided to Contractor, Engineer and Owner.

PART 2 PRODUCTS

2.1 FILL MATERIAL

- A. Structural Fill Material: Material used as structural fill for the basin embankment as designated on the Plans shall be obtained from the cut areas indicated on the Plans and in areas as approved by the Field Engineer and Owner. Structural Fill Material shall consist of fine to medium grained sand soils existing at the borrow area identified on the Plans. All structural fill shall be free from debris, roots, organic matter, and frozen material.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- 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.

3.2 ELEVATIONS AND LINES

- A. Contractor shall stake the alignment and grades of earth dams in the field as shown on the Plans. Staking shall be paid for by the owner and completed by Shive-Hattery. A maximum of 3 trips are included. Staking trips beyond this will be performed at the contractor's cost.
- B. Rough grading shall be to within three-tenths (0.3) feet of lines and grades as shown on the Plans.

3.3 MAINTENANCE

- A. Protection of newly graded areas.
 - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds.
 - 2. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- B. Contractor shall scarify the surface, reshape, and compact (if necessary) any areas where grading is completed that becomes disturbed by subsequent construction operations or adverse weather, prior to further construction.
- C. Contractor shall maintain new and existing drainage ways free from detrimental quantities of sediment, leaves, sticks, trash and other debris during execution of the work.
- D. Contractor shall maintain access to adjacent areas at all times.
- E. Contractor shall implement the approved Stormwater Pollution Prevention Plan for this Project and conduct all excavation and select borrow placement activities to minimize losses due to erosion and sedimentation of adjacent areas.

3.4 WATER CONTROL

- A. Contractor shall furnish, install, operate, and maintain all necessary and sufficient equipment and methods for controlling surface water and groundwater during construction of the earthen dam.
- B. Cofferdams may be used to divert water or collect water for pumping to protect the earth dam during construction. Cofferdams should be located beyond the limits of the proposed earth dam. The cofferdam(s) shall be removed after completion of the dam unless other arrangements are made with Engineer and Owner.

- C. All excavations required for construction of the earth dam and drainage structures shall be dewatered as necessary to prevent excessive disturbance of exposed subgrade and allow for fill placement and compaction. Dewatering should be accomplished using pumps, drains, or other suitable methods. Refer to Section 31 2319 – DEWATERING in the project technical specifications.

3.5 SUBGRADE PREPARATION

- A. Contractor shall remove all vegetation, topsoil, soft, or otherwise unsuitable material from the footprint of the dam and borrow area as shown on the plans. Excavate further as needed to prepare a firm subgrade for fill placement.
- B. The exposed subgrade shall be proofrolled with heavy equipment such as a loaded scaper or tandem-axle dump truck in the presence of the Geotechnical Engineer or Engineer and Owner. Soft or disturbed areas shall be improved by disking, drying, and compacting with a sheep's foot roller or by overexcavating and replacing with suitable, properly compacted, fill. The area and depth of the overexcavation shall be as approved by the Geotechnical Engineer, Engineer, or Owner.

3.6 STRUCTURAL FILL PLACEMENT

- A. Structural fill, as approved by the Geotechnical Engineer, shall be placed within the designated areas of the embankment.
- B. Structural fill shall be placed in horizontal lifts. Vertical benches shall be cut into adjacent slopes as needed to allow for horizontal placement.
- C. Structural fill shall be placed and spread in horizontal, loose lifts of no more than eight (8) inches and compacted to at least ninety-five percent (95%) of the material's maximum standard Proctor dry density.
- D. The moisture content of the structural fill shall be adjusted as needed by disking and drying or wetting fall within the range of minus three percent (-3%) to plus three percent (+3%) of the material's optimum moisture content as determined by the standard Proctor test.
- E. Compaction of structural fill within the footprint of the dam shall be accomplished with a sheep's foot roller meeting IDOT Section 2001.05A, Tamping-type rollers. Manual compaction equipment shall be used as required to prevent damage to structures and shall meet the same compaction requirements. No other types of compaction equipment will be allowed for placement of structural fill, unless written approval is obtained from Engineer.
- F. The exposed surface shall be properly prepared prior to placement of each subsequent lift. If the exposed surface becomes too smooth to bond to the next layer, the existing layer shall be scarified. If the exposed surface becomes excessively dry or moist, the surface shall be scarified and moisture conditioned as necessary before placing subsequent fill layers.
- G. Structural fill shall not be placed during periods of freezing weather or over frozen materials. Frozen material shall not be used as structural fill.

3.7 TOPSOIL PLACEMENT

- A. Topsoil material shall be placed after completion of construction of the earthen dam at the locations and with the thickness as specified.

3.8 TESTING

- A. Owner shall pay all field and laboratory soil tests to ensure that proper compaction and moisture control are being achieved. All test data shall be regularly submitted by the selected Geotechnical Engineer to Engineer, Owner, and Contractor.
- B. A minimum of one (1) standard Proctor test shall be performed on each material type used to construct the dam. Additional laboratory tests will be performed as needed to determine the material's suitability for its intended use.
- C. In-place field density tests shall be performed in sufficient number and locations to ensure that the impervious fill is being placed and compacted in accordance with the Construction Specifications. As a minimum, one (1) test shall be performed for every two (2) feet of compacted fill thickness placed and at a maximum spacing of two-hundred (200) feet along the length of the dam.
- D. All areas with failing tests shall be reworked by Contractor and retested by the Geotechnical Engineer until the required compaction and moisture content is achieved.
- E. Additional or supplemental field or laboratory tests requested by or conducted for the convenience of Contractor shall be completed at no additional cost to Owner.

3.9 MEASUREMENT AND PAYMENT

The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these several items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.

Measurement and payment for each work item in this SECTION shall be in accordance with the following:

- A. Structural Fill, Earth Dam shall not be a payment item. Payment for Structural Fill, Earth Dam shall be paid for as Excavation.
- B. Excavation: Excavation quantity shall be paid for as described in Section 31 2213 – ROUGH GRADING.

END OF SECTION

**SECTION 31 2310
DRAINAGE SYSTEMS, DAMS AND STRUCTURES**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work under this SECTION includes the installation of manholes, inlets, drain pipe, seepage collars, porous backfill, stilling basins, filter fabric, and riprap, all as shown on the Plans. The work shall include, but is not necessarily limited to, completion of the following work:
 - 1. Field Engineering.
 - 2. Riser Structure and Pipe Outlet.
 - 3. Culverts.
- B. All excavation, backfill, and compaction necessary to complete these drainage structures.

1.3 QUALITY ASSURANCE

- A. Contractor shall use adequate numbers of skilled workmen 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. Contractor shall use equipment adequate in size, capacity, and numbers to accomplish the work in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, Contractor shall comply with the directives of Engineer and Owner.
- D. References:
 - 1. Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction (IDOT).

1.4 SUBMITTALS

- A. Contractor shall submit supplier's material data for all pipes/culverts shown on the Plans to be used at the site.
- B. Contractor shall submit shop drawings of the corrugated metal pipe riser structure to Engineer for approval prior to fabrication.

PART 2 PRODUCTS

2.1 BACKFILL MATERIALS

- A. General Backfill:
 - 1. Unless specified in the Plans, ditch subgrades and backfill for pipes and risers shall be constructed of materials from required excavation. Backfill material shall be sorted to remove all rocks or hard material with any dimension larger than two (2) inches from the backfill area within six (6) inches of the tiling. Thereafter no dimension of the material within the backfill shall exceed four (4) inches.

2.2 PIPE

A. Corrugated Metal Pipe (CMP):

1. All corrugated metal pipe including culverts, outlet pipe, and riser, shall be 14 gage with annular corrugations. Pipe material shall be aluminized steel and shall be close riveted with caulk seam.

2.3 PRIMARY WATER CONTROL STRUCTURE

A. Corrugated Metal Pipe (CMP):

1. CMP riser shall consist of manufactured riser with sizes and lengths as shown on the plans. CMP thickness shall be 14 gage with annular corrugations and close riveted with caulk seam. Material shall be aluminized steel.

2.4 CONCRETE

- ### A.
- All connections in piping where a change in pipe size or type occurs, and every joint where there is a sudden change in pipe direction, shall be sealed and/or buttressed with concrete. Concrete can be ready-mix, hand-mixed or packaged gravel-mix concrete.

2.5 OTHER MATERIALS

- ### A.
- Provide other materials, not specifically described but required for a complete and proper installation, as selected by Contractor, subject to the approval of Engineer.

PART 3 EXECUTION

3.1 SURFACE CONDITIONS

- ### A.
- Contractor shall examine the areas and conditions under which work of this SECTION will be performed and correct conditions detrimental to timely and proper completion of the work. Contractor shall not proceed until unsatisfactory conditions are corrected.

3.2 PROTECTION

- ### A.
- Contractor shall protect previous construction from damage while constructing drainage systems.
- ### B.
- Contractor shall protect drainage systems from damage during subsequent construction in the areas.

3.3 CARE OF WATER

- ### A.
- Furnish and operate sufficient pumps and/or provide other means including materials, labor and equipment to prevent interference to any work by water, ice or snow. No structure or pipe shall be laid in water, and no water shall be allowed to run into or over any work or pipe until installation is capable of accepting water without damage or deterioration. Damage of any kind resulting from insufficient pumping facilities or similar lack of proper conduct of the work shall be corrected by Contractor at no cost to Owner.

3.4 FLOW LINES AND GRADES

- A. Contractor shall construct drainage systems precisely to lines and grades as shown on the Plans or as required for proper functioning. Any changes in elevations or grades must be approved by Engineer.
- B. Pipe runs shall be installed straight with a uniform slope to meet entrance and exit conditions at both ends of the pipe run. Slopes shall be uniform in so far as practical.
- C. Match flow lines and provide smooth transitions between intersecting riprap ditches and between tile outlets and riprap ditches or grassed swales. Contractor shall complete this work in a manner to prevent falling or ponding of water at these intersections.

3.5 PIPE

- A. Excavate the trench to grades necessary to place the pipe as indicated on the Plans. The sides of the trench shall be sloped as needed for stability and to satisfy OSHA requirements. The lower portion of the trench shall have vertical side walls to reduce the amount of stress on the pipe. The bottom width shall provide approximately twelve (12) inches between the haunch of the pipe and the side walls of the trench to permit hand compaction of the backfill on either side of the pipe. Place any granular bedding material as shown on the Plans.
- B. Lay the pipe in the center of the trench with female joints facing upstream. Place joint sealant as required as each piece is placed. All gaskets shall be protected during installation. Backfill with suitable material in lifts not exceeding eight (8) inches and compacted by hand operated mechanical tampers to a height at least twelve (12) inches above the pipe. Exercise care not to cause the pipe to shift and/or to uplift while placing and compacting material up to the top of the pipe. Continue backfilling with compacted lifts to the surface.
- C. Mass dumping of the backfill will not be allowed. Settled areas shall be corrected by Contractor at no cost to Owner.
- D. See project plans for special use of bentonite in backfill.

3.6 PRIMARY WATER CONTROL STRUCTURE

- A. Install risers in strict accordance with these Specifications, manufacturer's recommendation, and the Plans. In case of discrepancy, the most stringent requirements shall apply.
- C. Backfill excavation with compacted lifts using excavated material unless this material is unsuitable. Provide suitable backfill material if necessary. Reshape and/or compact adjacent ground surface as required.
- D. See plans for special use of bentonite in backfill compaction.

3.7 MEASUREMENT AND PAYMENT

- A. The construction cost of all work included in this Section of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.
- B. Measurement and payment for each work item in this SECTION shall be in accordance with the following:
1. 12-Inch CMP: This lump sum price shall include all materials and work required for installation of the pipe in conformance with details and dimension shown on the Plans and these Specifications. The lump sum price shall include trenching, installing the pipe, fittings, bentonite backfill, and removal and disposal of excess trench material.
 2. Riser, 24-Inch CMP: Unit price shall include all materials and work required for installation of risers in conformance with details and dimensions shown on the Plans and these Specifications. Unit prices shall include furnishing and installing the riser and anti-vortex plate, fittings, connecting the pipe, concrete, excavation, backfill, bentonite, and all other incidental construction including cleaning of sediment, maintenance and repairs. Measurement and payment of riser shall be based on the number of each riser properly installed and maintained.

END OF SECTION

**SECTION 31 2319
DEWATERING**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Section includes construction dewatering.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA and DNR regulations before beginning dewatering.

1.3 PROJECT CONDITIONS

- A. Project Site Information: A geotechnical report has been prepared for this Project and is available for information only. The opinions expressed in this report are those of geotechnical engineer and represent interpretations of subsoil conditions, tests, and results of analyses conducted by geotechnical engineer. Owner will not be responsible for interpretations or conclusions drawn from this data.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.
 - 1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site and surrounding area.
 - 2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.
- B. Provide temporary grading to facilitate dewatering and control of surface water.
- C. Monitor dewatering systems continuously. Protect and maintain temporary erosion and sediment controls during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls as needed for excavation and as required by local, state, or federal requirements.
 - 1. Space well points or wells at intervals required to provide sufficient dewatering.
 - 2. Use filters or other means as needed to prevent pumping of fine sands or silts from the subsurface.
- B. Provide an adequate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Install sufficient dewatering equipment to drain water-bearing strata above and below bottom of excavations.

- C. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.
- D. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.
- E. Damages: Promptly repair damages to adjacent facilities caused by dewatering operations.

3.3 MEASUREMENT AND PAYMENT

The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set for the in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.

Measurement and payment for each work item in this SECTION shall be in accordance with the following:

- A. Dewatering: Payment for the cost of dewatering and other work incidental thereto shall be included in the lump sum price. The lump sum price set forth in the Bid Form shall include full compensation for all work necessary to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. At the start of project excavation, the dewatering line item shall be paid out at 50%. When excavation is 50% complete, the remaining 50% of the dewatering shall be paid.

END OF SECTION

SECTION 31 2500
EROSION AND SEDIMENTATION CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This section encompasses the work necessary to install temporary water pollution control measures which shall be required of the Contractor. This work shall consist of furnishing, installing, maintaining, and removing temporary control measures as needed to prevent the discharge of silty or polluted stormwater from the construction site, or as ordered by the Owner's Representative. The control of water pollution through use of berms, slope drains, ditch checks, sediment basins, seeding and mulching, bales, silt fences, and other erosion control devices for methods shall be in accordance with these specifications.
- B. In the event of conflict between these requirements and pollution control laws, rules, or regulations of Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

PART 2 PRODUCTS

2.1 MATERIALS

- B. Revetment for Temporary Erosion Control
 - 1. Revetment shall be Class E Revetment in accordance with Section 4130.02 of the Iowa DOT Standard Specifications.
- C. Temporary Seeding
 - 1. December 1 to March 1: 50 lbs. oats per acre in accordance with Iowa DOT Standard Specifications Section 4169.02.
 - 2. March 1 to December 1: 50 lbs. cereal rye per acre in accordance with Iowa DOT Standard Specifications Section 4169.02.
 - 3. Mulch shall be thrashed cereal straw or other material if approved by Engineer.
- D. Straw Wattle
 - 1. Netting: Open weave, degradable netting. Nominal diameter of 9 inches, or as specified.
 - 2. Fill Material: Straw, wood excelsior, coir, or other natural materials approved by the Engineer.
 - 3. Stakes: 1 inch by 1 inch (minimum) wooden stakes, or stakes of equivalent strengths.
- E. Silt Fence
 - 1. This specification provides criteria for wire-supported geotextile silt fence as well as self-supporting geotextile silt fence.
 - 2. The geotextile shall be free of any treatment or coating which might adversely alter its physical properties after installation. Unless otherwise specified, geotextile shall be furnished in 36-inch width rolls.

3. Geotextile rolls shall be furnished with suitable wrapping for protection against moisture and extended ultraviolet exposure prior to placement. Each roll shall be labeled or tagged to provide product identification sufficient for inventory and quality control purposes.
 4. Posts: Steel posts should be used. Posts shall have a minimum length of 36-inch plus embedment depth and be of sufficient strength to resist damage during installation and to support applied loads.
 5. Support Fence: Wire or support fence shall be at least 24 inches high and strong enough to support applied loads.
 6. Prefabricated Fence: Prefabricated fence systems may be used provided they meet all of the above material requirements.
 7. Certification and Sampling: The Contractor shall furnish a manufacturer's certification, in triplicate, stating that the material supplied conforms to the requirements of these specifications. The certification shall include, or have attached, typical results of tests for the specified properties representative of the materials supplied.
 8. Geotextiles will have the following physical properties.
 - a. Grab strength shall be 90 pounds (40.8kg) minimum in accordance with ASTM D4632.
 - b. Grab elongation shall be 50 percent maximum for self-supported fence in accordance with ASTM D4632.
 - c. Filter efficiency shall be 75 percent in accordance with ASTM D5141.
 - d. Flow rate shall be 150 gpm/sq.ft. (6610 lpm/sq.m.) in accordance with ASTM D4491.
 - e. Ultraviolet degradation at 500 hours shall not be less than 70 percent strength retained in accordance with ASTM D4355.
- F. Temporary Rolled Erosion Control Product (RECP)
1. Use temporary rolled erosion control products that are classified and have material properties according to the Erosion Control Technology Council's (ECTC) guidelines as follows:
 - a. Material Classification: RECP Type 2.B – Netless rolled erosion control blankets, consisting of natural and/or polymer fibers, mechanically interlocked and/or chemically adhered together to form a RECP.
 - b. Properties and Performance:
 - i. Testing performed according to the ECTC's Testing Procedures for Rolled Erosion Control Projects.
 - ii. Material properties meeting the Erosion Control Technology Council's (ECTC) Standard Specifications for Rolled Erosion Control Products.
 2. RECP Anchors: Stakes or staples as recommended by manufacturer, with a minimum length of 6 inches.

PART 3 EXECUTION

3.1 GENERAL EROSION CONTROL REQUIREMENTS

A. General

1. Contractor shall limit the surface area of erodible earth. The Contractor shall provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment.
2. Contractor shall incorporate all permanent erosion control features into the project at the earliest practicable time.

B. Borrow and Waste Areas

1. All on-site borrow and waste areas, shall meet the requirements of erosion control as identified in this section.

3.2 TEMPORARY CUT-OFF BERMS

A. Location

1. At the top of newly constructed slopes to prevent excessive erosion until permanent controls are installed and/or slopes are stabilized, as well as transverse to grade to divert runoff to stabilized slope drains. A minimum 12-inch high by 2-foot wide berm will be utilized:

a. At the end of each day's operations on embankments.

B. Construction Requirements

1. Berms will be compacted to 90% of maximum Standard Proctor Density over the entire width of the berm.
2. Berms must drain to a compacted outlet at a slope drain.

3.4 TEMPORARY SEEDING AND MULCHING

A. Construction Requirements

1. Seeding and/or mulching will be a continuous operation on all cut and fill slopes, and borrow pits during the construction process. All disturbed areas shall be seeded and mulched within five (5) working days after last construction activity.
2. Temporary seeding, mulching and fertilizing shall be completed in accordance with Section 2601.03C of the Iowa DOT Standard Specifications for Highway and Bridge Construction.

3.5 STRAW WATTLE

A. Conditions Where Applicable

1. Along the toe of fills.
2. Along the construction limits.
3. Parallel to streams.
4. Around intake structures.

B. Installation

1. Construct a shallow trench, 2 to 4 inches deep, matching the width and contour of the wattle.
2. Install wattle along contour of slope.
3. Turn ends of wattle uphill to prevent water from flowing around ends.
4. Place and compact excavated soil against the wattle, on the uphill side.
5. Drive stakes through the center of the wattle, into the ground at a maximum spacing of 4 feet along the length of the wattle, and as needed to secure the wattle and prevent movement.
6. Abut ends of adjacent wattles tightly. Wrap joint with a 36 inch wide section of silt fence and secure with stakes.

C. Removal

1. Remove wattles upon completion of the project and after final stabilization is achieved, or as indicated in the SWPPP.
2. Completely remove the wattle netting, filler material, and stakes.
3. Spread the accumulated sediment to match finished grade and to ensure proper drainage.
4. When allowed by the Engineer, the wattle netting maybe sliced open and the filler material spread out over the ground. Removal of netting and stakes and spreading of sediment is still required.

D. Replacment

1. When accumulated sediment reaches a level one-half the height of the wattle, or when the wattle becomes clogged with sediment and no longer allows runoff to flow through, remove the wattle as described above, and replace according to the installation instructions above.
2. At the Field Engineer's option, the existing wattle and accumulated sediment may be left in place, and a new wattle installed up-slope from the existing wattle.

3.5 SILT FENCE

A. Conditions Where Applicable

1. Along the toe of fills over 10 feet in height.
2. Along the construction limits.
3. Parallel to streams.
4. Around intake structures.

B. Construction Requirements

1. The Contractor shall install a temporary silt fence as shown on the plans, and at other locations as directed by the Field Engineer. Fence construction shall handle the stress from hydraulic and sediment loading. Geotextile at the bottom of the fence shall be

buried in a trench. The trench shall be backfilled and the soil compacted over the geotextile. Overlapping geotextile shall be spliced together.

2. Post spacing shall not exceed 8 feet for wire support fence installations of 5 feet for self-supported installations. Posts shall be driven a minimum of 24 inches into the ground. Closer spacing, greater embedment depth and/or wider posts shall be used as necessary in low areas and soft or swampy ground to ensure adequate resistance to applied loads.
3. The mesh shall extend into the trench a minimum of 2 inches and extend a maximum of 36 inches above the original ground surface.
4. When support fence is used, the mesh shall be fastened securely to the up-slope of the post.
5. When self-supported fence is used, the geotextile shall be securely fastened to fence posts.

C. Maintenance

1. The Contractor shall inspect all temporary silt fences immediately after each rainfall event. Any deficiencies shall be immediately corrected by the Contractor.
2. The silt fence shall remain in place until the site has been stabilized as determined by the Owner's Representative. Upon removal, the Contractor shall remove and dispose of any excess silt accumulations, grade and dress the area to the satisfaction of the Owner's Representative and establish vegetation on all bare areas in accordance with the contract requirements.
3. The quantities of temporary silt fence shown on the plans may be increased or decreased at the direction of the Owner's Representative based on weather, construction procedures, and actual site conditions that occur during construction of the project. Total quantity adjustments less than 25 percent of the plan quantity shall be made at no additional cost to the Owner.

3.6 TEMPORARY ROLLED EROSION CONTROL PRODUCT (RECP)

A. Installation

1. Install temporary RECPs according to the manufacturer's published installation recommendations, subject to the following minimum requirements:
2. Slope Application:
 - a. Grade and smooth surface. Remove all rocks, clods, vegetation, or other obstructions that will prevent direct contact between the RECP and the soil surface.
 - b. When specified, prepare seedbed and place seed and fertilizer prior to placing RECP.
 - c. Install anchor trench at top of slope. Seed and fertilize trench after backfill and compaction, if seeding is specified.
 - d. Unroll the RECP down or horizontally across the slope.
 - e. Place consecutive blankets down the slope end-over-end, shingle style.
 - f. Overlap ends of consecutive rolls a minimum of 3 inches, and install anchors at a maximum spacing of 18 inches along all overlaps.

- g. Overlap edges of adjacent rolls a minimum of 2 inches.
 - h. Install anchors at edge seams between rows.
3. Channel/Ditch Application:
- a. When specified, prepare seedbed and place seed and fertilizer prior to placing RECP.
 - b. Place end of first roll in the anchor slot at the center of the upstream channel and secure with anchors.
 - c. Position adjacent rolls in the anchor slot, overlapping adjacent rolls a minimum of 3 inches.
 - d. Place backfill material in anchor slot and compact. Unroll RECP over compacted slot and secure with anchors.
 - e. Unroll RECP downstream. Maintain a minimum 3 inch overlap between adjacent rolls. Secure edge lap with anchors.
 - f. Install intermittent staple check slots every 30 feet.
 - g. Construct end lap at end of roll and beginning of new roll. Overlap roll ends with upstream RECP on top.
 - h. Excavate longitudinal trench along both sides of the channel at the outside edges of installation. Place outer edges of RECP into longitudinal slot. Install anchor, place backfill material, and compact.
 - i. Terminate installation at downstream end with staple check.
 - j. Install anchors in a regular pattern over entire area covered according to manufacturer's published recommendations (minimum three anchors per square yard).

3.7 TEMPORARY PIPE

- A. Conditions where Applicable: In streams, ditches or swales crossed by the construction equipment and as noted on the plans.
- B. Construction Requirements: All temporary pipe shall be installed in the same manner as permanent pipe. Backfill material shall be placed in 6-inch lifts and mechanically compacted.
- C. No payment will be made for temporary pipe.

3.8 MEASUREMENT AND PAYMENT

- A. The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION. The unit price shall include all labor, materials, and equipment necessary for proper installation of the various controls.

- B. If erosion and sediment control measures are properly installed by Contractor and storm events cause failure or reduces the effectiveness of these measures, replacement shall be completed as directed by Engineer and will be paid for by Owner to Contractor as defined below.
- C. If temporary erosion and pollution control measures are required due to Contractor's negligence, carelessness, or failure to install permanent controls as part of his work as scheduled and are deemed necessary by Engineer or Owner, the measure shall be completed by Contractor at no cost to Owner.
- D. In case of repeated failures on part of Contractor to control erosion, pollution, and/or siltation, Owner reserves the right to employ outside assistance to provide the necessary corrective measures. Such incurred direct costs, plus Engineering costs, will be at Contractor's own expense with the appropriate deduction taken from future pay requests.
- E. Measurement and payment for each work item in this SECTION shall be in accordance with the following:
1. Silt Fence: Payment for installation, maintenance, and removal of silt fence will be measured and paid for at the contract unit price per linear foot of silt fence as measured jointly by the contractor and Field Engineer. The unit cost shall include all labor, equipment, and materials for proper installation. The removal price for silt fence shall be included in the contract unit price including disposal of stakes, fabric, and ties and shall also include restoring the disturbed area to finished grade and removal or distribution of the accumulated sediment.
 2. Straw Wattle, 9-Inch: Payment for installation, maintenance, and removal of straw wattles will be measured and paid for at the contract unit price per linear foot of straw wattle as measured jointly by the contractor and Field Engineer. The unit cost shall include all labor, equipment, and materials for proper installation, maintenance, and removal. Anchoring stakes are included in this bid item. Restoration of the area to finished grade and off-site disposal of wattle and accumulated sediment shall be included in this bid item.
 3. SWPPP Management: Payment for this item shall be lump sum and will be measured and paid out as a percentage of completion. This item includes all work required to comply with the administrative provisions of the Iowa DNR General Permit No.2; including record keeping, documentation, updating the SWPPP, filing the notice of discontinuation, etc. This items also includes the inspections of the site erosion control practices.
 4. Temporary Seeding: Contractor's unit prices for Temporary Seeding shall represent full payment for the preparation, fertilizer, mulch, and planting of all temporary seeded areas in accordance with the requirements of this section. Said unit price shall include the furnishing of all seeding materials, seedbed preparation, inoculants, planting of seeds, fertilizing, and mulching, including all required equipment and labor. Measurement for payment purposes shall be the area seeded in acres, rounded to the nearest one-tenth (1/10) acre. Contractor shall provide field measurements as required to show the limits of the seeding. Engineer will determine in acres, to the nearest one-tenth (1/10) acre, the actual area that temporary seeding has been performed, based on Contractor's field measurements. Seeded areas outside the Project Limits will not be measured for payment.

5. Temporary Rolled Erosion Control Product, Type 2B: Payment for installation of temporary rolled erosion control product will be at the contract unit price per square yard of rolled erosion control product as measured jointly by the contractor and Field Engineer. The unit cost shall include all labor, equipment, and materials for proper installation, including anchors.

END OF SECTION

**SECTION 32 1530
GRANULAR SURFACE**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Granular surfacing.

1.2 SUBMITTALS

- A. Submit rock gradation and material type to Engineer for review and approval.
- B. Submit fabric product information to Engineer for review and approval.

PART 2 PRODUCTS

2.1 GRANULAR SURFACE

- A. Abrasion: Less than 45%, AASHTO T96 – Grading
- B. Mud Balls: 4% maximum
- C. Gradation: 1.5" roadstone

2.2 WOVEN GEOTEXTILE FABRIC

- A. Subgrade stabilization material under granular surfacing should be a woven geotextile fabric meeting or exceeding the properties listed below:
 - 1. Grab Tensile: 150 lbs.
 - 2. Grab Elongation: 15%

PART 3 EXECUTION

3.1 GRANULAR SURFACE

- A. Prepare subgrade before placing granular surface material.
- B. Place subbase material in compacted layers not more than 6 in. (150 mm) thick.
- C. Spread, shape, and compact all granular surface material deposited on the subgrade during the same day.
- D. Compact material to not less than 95% of maximum density: ASTM D698, unless noted otherwise in Plans and/or Contract Documents.
- E. Proof roll prepared subbase surface using heavy, rubber-tired rollers, with a 25-ton minimum gross vehicle weight.
 - 1. Check for unstable areas.
 - 2. Check for areas requiring additional compaction.
- F. Do not begin work until such conditions have been corrected and are ready to receive surface.

3.2 WOVEN GEOTEXTILE FABRIC

- A. Install geotextile fabric below granular surfacing according to manufacturer's recommendations for subgrade stabilization.

3.3 MEASUREMENT AND PAYMENT

- A. The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.
- B. Measurement and payment for each work item in this SECTION shall be in accordance with the following:
- C. Granular Surfacing: The unit prices shall include all materials and work required for the installation of the granular surfacing in conformance with these Construction Specifications and the project plans, including shaping of proposed driveway, furnishing and placing the stone, final grading of the access drive. The unit price for this item shall also include all materials and work for installation of the woven geotextile fabric in conformance with these Construction Specifications and the Plans. Measurement for payment shall be based on the tonnage of granular surfacing actually installed as determined from weight tickets, rounded to the nearest one-tenth (0.1) ton. Only material placed in accordance with the Plans and these Specifications shall be measured and paid.

END OF SECTION

**SECTION 32 9110
SURFACE RESTORATION**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Finish Grading.
- B. Seeding.

1.2 DESCRIPTION OF WORK

- A. Finish Grading: This item includes hauling, depositing, and spreading topsoil on disturbed areas within the project limits and at borrow locations as indicated on the project plans, and including all areas disturbed by changes in grade. Site clearing or operations of the Contractor, which are not to be paved or contain plantings or structures, shall be spread with topsoil and prepared for seeding and lawn establishment.
- B. Seeding: This item includes the preparation of topsoil for seed and the sowing of seed, fertilizer, mulch and establishing vegetative cover for the disturbed areas in accordance with the Contract Documents.

1.3 DELIVERY, STORAGE AND HANDLING

- A. All seed shall be furnished in sealed containers. Seed which has become wet, moldy, or otherwise damaged in transit or storage, will not be acceptable.

1.4 SUBMITTALS

- A. Submit seed vendor's certified statement for grass seed mixture, stating botanical and common name, percentage by weight and percentages of purity, germination and weed seed.
- B. Submit vendor's certified statement for fertilizer composition.
- C. Submit product source and information for mulch.

PART 2 PRODUCTS

2.1 FINISH GRADING

- A. Topsoil:
 - 1. On-site topsoil material shall be that material excavated from the top 6"-12" of the disturbed areas as verified by the Engineer except for stripping of vegetation.
 - 2. Topsoil shall be typical of cultivated topsoils of the locality and be fertile, friable agricultural soil capable of sustaining vigorous plant growth, neither excessively alkaline nor acidic, suitable for growth of grass and plants, free from subsoil, clay lumps, brush objectionable weeds, litter, stones larger than 4 in. in diameter, stumps, roots, and other material that would interfere with planting and maintenance operations.
 - 3. Free of objectionable grassy or broadleaf weeds.

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2.2 SEEDING

- A. The materials utilized for seeding shall conform to the following:
1. The seed shall be purchased from an established seed dealer or certified seed grower, shall meet the requirements of the Iowa Department of Agriculture regulations, and shall be labeled accordingly.
 2. Warm / Cool season seed mixture:

	Rate
Annual Ryegrass	20 lbs. per acre
Bromegrass	25 lbs. per acre
Sideoats Grama (Butte or Trailway)	8 lbs. PLS per acre
Switchgrass (Neb. 28, Blackwel, Pathfinder, or Cave-in-Rock)	5 lbs PLS per acre

2.3 FERTILIZER

- A. The materials utilized for fertilizer shall be a commercial formula conforming to 10-20-20 containing minor trace elements and conforming to the rules of the Iowa Department of Agriculture. Half of the nitrogen content shall be organic, nitrogen to provide for availability over an extended period of time. Fertilizer must be dry and free flowing when applied. Caked or deteriorated materials will not be permitted.

2.4 MULCH

- A. All materials used for mulch shall be free from noxious weeds.
- B. Cereal, Grain, Straw, Unthreshed Wheat, Oat or Grass Hay:
1. Air-dried, free of undesirable seeds, coarse materials, and moldy chunks. Grass hay should be 2/3 grass species.

2.5 EQUIPMENT

- A. Equipment shall meet the requirements of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Section 2601.

PART 3 EXECUTION

3.1 GENERAL

- A. Following the finish grading activity, soil surface restoration, in the form of seeding or sodding as indicated in the Contract Documents, shall commence if the temperature, moisture, and climatic conditions will promote germination and plant growth. Typical permanent seed application dates are:

1. Permanent Seeding Dates:

Type of Seeding	Dates
Spring	March 1 – May 31
Late Summer	August 10 – September 30

2. Seeding outside these dates must have prior approval from the Engineer and shall be done at the Contractor's risk of having to reseed.
- B. As the work progresses, all areas adjacent to the seeding operation shall be thoroughly cleaned of all rubbish, excess earth, rock, and other debris resulting from the operation.
- C. If permanent seeding cannot be accomplished within the specified time frames, the Contractor shall apply a temporary seeding as directed by the Engineer.

3.2 FINISH GRADING

A. Subgrade:

1. When construction work is finished, after rough grading has settled and been approved, but prior to finished grading, harrow or otherwise loosen subgrade to depth of 4 to 6 inches, to reduce compaction. Remove sticks, stones, and foreign material four inches or greater in size from the subgrade.

B. Topsoil:

1. The topsoil shall be hauled to the location of application only after all grading and trenching activities in the area have been completed.
2. Topsoil shall be spread over areas to be seeded and planted, and any other areas scheduled to receive additional topsoil. The depth of topsoil shall be a minimum of 6 inches after natural settlement, and shall conform smoothly to the lines, grades and elevations shown.
3. After spreading topsoil, rake up large stiff clods, hard lumps, roots, litter, other foreign matter, and stones larger than 4" in greatest dimension. Remove from the premises or dispose where directed in a satisfactory manner. Fine grade and rake topsoiled areas to a smooth, uniform surface. Compact with an approved roller weighing approximately 500 pounds. Re-grade and reroll until satisfactory grades as shown are obtained with the required depths of topsoil. Do not finish grade during unsuitable weather.
4. The seeding operation shall follow the finish grading activities as closely as is practical in order to minimize the potential for soil erosion.
5. Excess topsoil which is not used on the job site shall be wasted onsite in areas preapproved by Owner's Representative.

3.3 PREPARATION

A. Seedbed Preparation

1. The area to be seeded shall be relatively smooth, and all washes and gullies shall be filled to conform to the desired cross section. Weeds shall be removed. When such fills exceed 6 inches, the material shall be compacted with a tractor wheel or other suitable field equipment. Preparation of all ditches designated for special ditch control shall be coordinated with the seedbed preparation.
2. Rural Areas
 - a. The Contractor shall prepare the seedbed by scarifying the topsoil 2-3 inches deep and removing all debris larger than 4 inches, including stones, clods, organic debris, and other objectionable material.

- B. Following finish grading and seedbed preparation, an application of fertilizer shall be completed. The fertilizer shall be applied at a rate:

SEEDBED PREPARATION		
Fertilizer lbs./acre		
N	P ₂ O ₅	K ₂ O
50	100	100

- C. Following the fertilizer application, the area shall be disked and rolled. A harrow or rake may be used in place of a roller.

3.4 SEEDING AND MULCHING

A. Preparation of Seed

1. All seed for permanent seeding shall be treated with a non-mercurial fungicide (76\5% concentration or equivalent) at a rate of 5½ oz. per 100 lbs. of seed.
2. Mechanical mixing equipment shall be used for application of the sticking agent, inoculant, and fungicide on seed quantities over 50 lbs. per batch.

- B. Following the fertilizer application, the seed mixture set forth in the Contract Documents shall be applied in locations indicated in the Contract Documents and all areas disturbed by construction.

C. Application of Seed (Methods except hydroseeding)

1. All seed shall be thoroughly mixed on the project prior to application.
2. Seed shall be applied at a rate of four pounds per 1,000 square feet in a split application with a minimum of two passes.
3. The sowing shall be stopped when satisfactory results are not likely to be obtained due to drought conditions, excessive moisture, high wind, or other unfavorable conditions. Sowing of seed shall be resumed only when conditions are again favorable or when alternative or corrective measures and approved procedures have been adopted.
4. Drill sowing is the preferred method for non-hydroseeded areas. Seed shall be broadcast by approved sowing equipment where drill sowing is not practical, at a rate which will provide not less than the minimum quantity of seed stated in these specifications. The seed shall be uniformly distributed over the designated areas.
5. Broadcast sowing shall not be done when the wind exceeds a velocity of 5 miles per hour. The seed shall be placed ¼" to 3/8" in the soil by means of a harrow or cultipacker.
6. The seed shall be raked in, rolled with a roller of not less than 100 pounds to an even grade.
7. The area shall then be lightly re-graded or dragged to provide soil mulch with a smooth, even finish.

D. Application of Seed and Fertilizer by Hydroseeder

1. All seed for permanent seeding shall be treated with a non-mercurial fungicide (75% concentration or equivalent) at a rate of 5½ oz. per 100 lbs. of seed.

2. All seed shall be treated with a commercial sticking agent to be applied prior to application of inoculant and fungicide, or as a mixture when the sticking agent is compatible with other materials, except with hydraulic equipment.
3. Mechanical mixing equipment shall be used for application of the sticking agent, inoculant, and fungicide on seed quantities over 50 lbs. per batch.
4. After fertilizer and seed are placed in the hydraulic seeder, the mixture shall be applied within one hour. Continuous agitation will be required. Seed remaining in the fertilizer solution for more than one hour shall be unacceptable and additional seed at the specified contract rate will be required.

E. Mulching

1. Mulch shall be applied as soon as seed is sown and final rolling completed. Mulch shall be evenly and uniformly distributed and anchored into the soil at a rate as follows on slopes and other areas or as directed by the Engineer:

APPLICATION RATES				
Mulch Material	Per 1000 ft ² .	Per Acre	Depth of Application	Anchoring Method
Cereal grain straw or grass	75-100 lbs.	1.5- 2.5 tons	Lightly cover 75-90% of the surface	All methods in paragraph 3.04 E.4
Hay	2-3 bales	90-120 bales		
Wood fiber cellulose (partly digested wood fibers)	50 lbs. dry weight	.75-1 ton dry weight		Not required

2. Mulch shall be anchored immediately to minimize loss by wind or runoff.
3. All accessible areas shall have mulch consolidated into the soil with a mulch stabilizer, and sloped areas shall be tugged on the contour. Crawler type or dual wheel tractors shall be used for the mulching operation. Equipment shall be operated in a manner to minimize displacement of the soil and disturbance of the design cross section.
4. The following are acceptable methods for anchoring mulch:
 - a. Mulch Anchoring Tool – Use crisper, serrated straight disk or dull farm disk with disks spaced 6-10" apart. Operate as close to the contour as possible. Mulch material shall be tugged into soil surface approximately 2-3". Use on areas when velocities of concentrated flow do not exceed 4 fps and side slopes are not steeper than 3:1.
 - b. Liquid Mulch Binders – They shall be applied with a hydro-mulcher immediately after mulching. The liquid binder should be applied at a dry weight of 750 lbs./ac over a reduced rate of mulch at or near 3,000 lbs./acre. Application should be heaviest at edges of areas and at crests of ridges and banks to prevent wind blow. Uniform coverage over the entire area is important. The following are types of liquid mulch binders:
 - 1) Asphalt (non-residential areas only) – Any type of asphalt thin enough to be blown from spray equipment is satisfactory.
 - 2) Synthetic binders – Mix dry bonded fiber matrix at a rate of 50 pounds dry mix to 125 gallons of water.

- 3) Wood Fiber (steep slopes and critical areas) – Wood fiber hydroseeder slurries may be used to tack straw mulch.
 - 4) Tackifier or Binder – Method and rate of application shall be according to manufacturer's recommendation.
5. Areas on which mulch has been disturbed before final acceptance by the Engineer shall be remulched.
- F. Synthetic binder mulch applied with seed and fertilizer.
1. Synthetic Binders – Mix dry bonded fiber matrix at a rate of 50 pounds dry mix to 125 gallons of water. Add seed and fertilizer to the mix at the rate specified.
 2. Apply by hydroseeder at a minimum dry rate of 3,000 pounds per acre to even surfaces and 4,000 pounds per acre for uneven and irregular surfaces, and in accordance with manufacturer's requirements.
 3. The bonded fiber matrix shall have the opportunity to dry for 24 hours after installation. The application shall not occur less than 24 hours in advance of a rainfall.

3.5 MAINTENANCE

- A. Until the project is finally accepted, the Contractor shall be required to mow and maintain vegetation between 12 and 18 inches in height. Not more than 1/3 of the grass lead shall be cut in any mowing.
- B. The Contractor will be required to remove weeds and repair or replace, or both, all seeding and mulching that is defective or becomes damaged. When seeding is approved and accomplished out of season and all other work on the contract has been satisfactorily completed but a determination cannot be made as to whether or not an established stand of grass has or may result, then payment for the areas seeded out of season will be withheld until such time as this requirement has been met.
- C. When any work included in the contract is washed out or damaged prior to final acceptance of the project, the Engineer may order replacement of the damaged portion and will advise the Contractor of the approximate quantity of replacement required. The Contractor shall make these repairs during the normal permanent seeding period and shall be responsible for satisfactory maintenance of the work in a manner satisfactory to the Engineer.

3.6 DEFECTIVE WORK

- A. Areas which are not seeded to the satisfaction of the Field Engineer and do not show an acceptable stand of grass, by September 1 following spring seeding, and May 1 following fall seeding, shall be reseeded or overseeded as directed by the Field Engineer in accordance with the Contract Documents at the expense of the Contractor.

3.7 FINISHED GRADING

- A. Grading Tolerances:
 1. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface change, and as follows:
 - a. Lawn areas: +/- 0.5'.

3.8 MEASUREMENT AND PAYMENT

The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these several items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION.

Measurement and payment for each work item in this SECTION shall be in accordance with the following:

- A. Seeding, Fertilizing, and Mulching: Contractor's unit prices for Seeding, Fertilizing, and Mulching shall represent full payment for the preparation, fertilizer, mulch, and planting of all permanent seeded areas in accordance with requirements of this SECTION. Said unit price shall include the furnishing of all seeding materials, seedbed preparation, inoculants, planting of seeds, fertilizing, and mulching, including all required equipment labor and any required reseeded to complete all permanent seeding as specified herein.
- B. Measurement for payment purposes shall be the area seeded in acres, rounded to the nearest one-tenth (1/10) acre. Contractor shall provide field measurements as required to show the limits of the seeding. Engineer will determine in acres, to the nearest one-tenth (1/10) acre, the actual area that seeding has been performed, based on Contractor's field measurements. In lieu of field measurements, Contractor may request acceptance of plan (bid) quantity if acceptable by Owner and Engineer. Payment for seeding shall be made only after all submittals have been approved as required under this SECTION. Seeded areas outside the Project Limits will not be measured for payment. No separate measurement and payment apply to overseeding; the cost of overseeding shall be subsidiary to seeding.

END OF SECTION

**SECTION 33 4002
RIP RAP**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Rip Rap.
- B. Rip Rap Installation.

1.2 DESCRIPTION OF WORK

- A. Prepare foundation soil and backfill to lines and grades shown on the plans.

1.3 SUBMITTALS

- A. Gradation results and product data.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Filter Fabric: Composed of a non-woven material, conforming to Iowa DOT Article 4196.01 B.
- B. Rip Rap

- 1. Class 'E' Revetment: Conform to Iowa DOT Section 4130, Class 'E' Revetment with the following gradation, or approved equal:

E	<u>Stone Size</u>	<u>% Larger Than</u>
	250 lbs.	0
	90 lbs.	50 – 100
	5 lbs.	90 – 100
	1/2" Sieve	95 – 100

- 2. Consist of sound and durable limestone, dolomite, or quartzite in accordance with AASHTO T 96.
- 3. Broken concrete or rubble is not acceptable.

PART 3 EXECUTION

3.1 RIP RAP INSTALLATION

- A. Prepare subgrade to cross-section as shown on the plans.
- B. Place rip rap on 4 inch thick stone filter or engineering fabric overlapped a minimum of 6 inches.

3.2 MEASUREMENT AND PAYMENT

- A. The construction cost of all work included in this SECTION of the Construction Specifications shall be included in Contractor's unit prices set forth in the Bid Form for the work items described below. The unit price for each of these items shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the unit prices so set forth by the amount of the work actually constructed, measured as described herein, shall constitute full payment to Contractor for performance of the work included in this SECTION. The unit price shall include all labor, materials, and equipment necessary for proper installation of the various controls.
- B. Measurement and payment for each work item in this SECTION shall be in accordance with the following:
 - 1. Revetment – Class 'E': The unit prices shall include all materials and work required for installation of the riprap in conformance with these Construction Specifications and the Plans, including excavation, removal and disposal of excavated material, and furnishing and placing the filter fabric and/or stone. Measurement for payment shall be based on the tonnage of riprap actually installed as determined from weight tickets, rounded to the nearest one-tenth (0.1) ton. Only material placed in accordance with the Plans and these Specifications shall be measured and paid.

END OF SECTION

Section 2519. Fence Construction

2519.01 DESCRIPTION.

Furnish all material, set posts, and erect the fence according to the contract documents.

2519.02 MATERIALS.

Meet requirements of [Section 4154](#) for the type of fence specified.

2519.03 CONSTRUCTION.

Furnish and erect field fence, deer fence, or chain link fence of the type and dimensions shown in the contract documents and according to the provisions below. Do not disturb right-of way-markers.

A. Field Fence and Deer Fence.

1. General.

- a. Prior to placement, provide a smooth ground profile free of all tall grass and debris in the area the fence is to be placed.
- b. When rock is encountered, employ the appropriate means of excavation to the bottom of post elevation. Place backfill using suitable material placed and thoroughly compacted by tamping until the post is firmly embedded, plumb, and true to alignment.
- c. When removing and reinstalling field fence, make arrangements with adjacent property occupants for restraining livestock from entering the right-of-way.

2. Brace Post Assembly.

- a. Locate brace posts so the horizontal brace will make contact with both posts while posts are in the vertical position. Set all posts as shown in the contract documents.
 - 1) Angle posts will be required where vertical alignment of fence changes 30 degrees or more.
 - 2) Corner posts will be required where horizontal alignment of fence changes by 10 degrees or more.
 - 3) When required in the contract documents, install pull post assemblies at right-of-way breaks of less than 10 degrees, horizontal alignment changes less than 30 degrees, and property corners.
 - 4) An end post assembly will be required where a fence begins or ends.
- b. Place and tamp backfill material, consisting of a well graded crushed stone meeting requirements of [Section 4120](#) or a PCC mix approved by the Engineer, around angle, corner, end, gate, and brace posts. Ensure backfill material contains sufficient moisture to be readily and thoroughly compacted by tamping at the time backfill material is placed.
- c. Posts may be driven if demonstrated that driving can be done in a manner that will not damage the post. Drive the post plumb and true to alignment. Place backfill material in voids around driven posts that require straightening. Thoroughly compact backfill material by tamping.
- d. Install metal braces as shown in the contract documents. Place them so they will not hold water on top of the brace. At installations with two brace wires, maintain tension in both directions.

3. Pull Post Assemblies.

- a. Pull post assemblies are for the purpose of tightening fence wire by mechanical means. Use mechanical means to tighten fence fabric from both directions to the middle post. Use a staple to secure each line wire of the fence fabric and barbed wire at pull posts. Drive the staples so they are not parallel with the wood grain and are tight.
- b. Set posts to comply with the provisions in [Article 2519.03, A, 1](#), above.

4. Line Posts.

- a. In each run of fence between brace posts, set line posts at the interval designated in the contract documents. Use wood posts no smaller than 4 inch top diameter.
- b. In runs of fence 1000 feet or less, use steel line posts that are all of the same type. Set steel line posts by driving. Do not damage posts while driving.
- c. Set wood line posts in bored holes no smaller than 9 inches in diameter or by driving in a manner which will not damage the post. Thoroughly tamp soil removed from bored holes back into the hole.
- d. Set all posts plumb and true to line. Reset all posts that are:
 - Out-of-plumb more than 1 inch.
 - Out-of-line more than 2 inches.
- e. At each steel post, secure each line wire of the fence fabric and barbed wire to the post by a wire tie or clip. Wrap the clip around the wire on each side of the post, holding the wire tightly to the post to preventing slipping up or down the post.

5. Stretching Fence Fabric.

- a. Cut and tie off fabric at all pull posts. Pass each line wire to the pull post. Secure the wire with no less than four wraps tight around itself. Stretch the wire until:
 - All slack is taken up,

- All longitudinal wires are taut, and
 - Approximately 50% of the factory fabricated fence crimp is removed.
- b. Apply tension in the fabric by mechanical means using equipment designed for such use. Hold the fabric until the end of each line wire has been tightened around the pull post and securely wrapped on itself. From the pull post around the angle or corner post to the other pull post, hand tension the fabric at the angle or corner post assembly.
 - c. For pull post assemblies, extend the fence fabric past the brace post and attach to the pull post. Cut and wrap each line wire of the fabric around the pull post. Secure line wire by no less than four wraps tight around itself.

6. Stretching Barbed Wire.

- a. Secure each strand of barbed wire at pull posts by wrapping around the post with no less than four wraps tight around itself.
- b. Apply tension to each individual strand of barbed wire by mechanical means using equipment designed for such use.
- c. Hold the wire until the end of each wire has been tightened around the pull post and the end is secured on itself before the tension is released.

7. Splices.

- a. Fabricate splices in fence fabric, as detailed in the contract documents by one of the following methods:
 - Attaching the fabric to pull posts according to [Article 2519.03, A, 3](#), or by wire splice,
 - Approved fence splice,
 - Crimp connector, or
 - Rod method.
- b. Fabricate splices in barbed wire, as detailed in the contract documents, by either:
 - Attaching the wire to pull posts according to [Article 2519.03, A, 6](#), or
 - Approved fence splice or crimped connector recommended for barbed wire which develops a strength of at least 85% of the wire strength.
- c. Fabricate splices in brace wire by approved splice or crimped connector recommended for brace wire which develops a strength of at least 85% of the wire strength, as detailed in the contract documents.

8. Gates.

- a. Mount gates so that they swing fully and do not sag or drag on the ground. Provide them with a galvanized, welded chain:
 - Long enough to completely encircle the post and the end frame of the gate.
 - With chain links large enough to use with a padlock.
- b. Drive a 4 inch diameter wood post in the ground to provide an adequate stop to prevent the gate from opening to a point that would damage the gate.

9. Electrical Grounds.

Field fence will not be required to be grounded except as required in the contract documents.

10. Channel Crossing Fence.

- a. Construct channel crossing fence complying with, and at locations indicated in, the contract documents.
- b. Channel crossing fence, of the type specified in the contract documents, will be required when:
 - A stream or ravine is to be crossed and it is impractical to fit the line fence to the existing ground line, and
 - More than two additional barbed wires are required below the normal line fence to adequately close the opening.
- c. Set the posts and stretch the barbed wire and secure as specified for field fence.
- d. Use barbed wire with a spacing of no more than 6 inches.
- e. For Type A channel crossing fence, use extra length wood posts and additional field fence materials to close the opening satisfactorily. For Type B channel crossing fence, construct a floodgate as shown in the contract documents, in addition to extra length wood posts and additional field fence materials needed to close the opening satisfactorily.

11. Flood Plain Fence.

Use materials specified for field fence. Use wood line posts only, spaced as shown in the contract documents, and with the fence fabric on the downstream side of the posts. Otherwise, construct flood plain fence to meet requirements for field fence.

B. Chain Link Fence.

1. General.

Unless indicated otherwise in the contract documents, use chain link fence steel posts connected with pipe rails at the top and tensioned stretcher wire at the bottom.

2. Posts.

- a. The Engineer will designate the location of each end, angle, corner, and gate post.
- b. Set posts with the required brace post assembly at each end, angle, corner, and gate. Brace post assemblies will not be paid for separately. Set posts plum and true to line. Reset posts that are:
 - Out-of-plumb more than 1 inch.
 - Out-of-line more than 2 inches.
- c. Fill the hole around each post with PCC meeting the requirements of [Section 2403](#).
- d. Ensure dirt or other foreign material is not mixed with concrete as it is placed. Forms will not be required if, in the opinion of the Engineer, the earth around the hole is dry and firm enough to permit satisfactory placement. Fill the hole around the post completely with concrete. Neatly finish the concrete to slope up to the post approximately 1 1/2 inches above the ground surface. Protect the concrete from drying by covering with soil or burlap kept wet for 24 hours or by applying white curing compound.
- e. Set posts a minimum of 24 hours before fence is stretched.
- f. Instead of drilling holes for posts and filling with concrete, other equivalent means of securely anchoring the posts into the ground may be used if the Engineer approves.
- g. So that no section of fence longer than 500 feet is constructed with line posts only, place pull posts, constructed according to the contract documents, between end, angle, corner, and gate posts, as necessary.

3. Chain Link Fabric.

Construct as shown in the contract documents. Uniformly smooth ground surface along the line of fence for a width of 2 feet so fabric will conform to ground surface.

4. Gates.

Erect gates as shown in the contract documents.

5. Electrical Grounds.

- a. Properly ground chain link fence that crosses beneath any primary electrical power transmission line, other than a secondary feeder line for individual customer service. Ground the fence at the point of transmission line crossing and at a distance of 25 to 50 feet in each direction from the crossing. Construct the grounding installation as detailed in the contract documents.
- b. Ground chain link fence erected adjacent to and within 50 feet of a primary power line by placing ground rods at no more than 500 foot intervals.
- c. Include at least one ground in each applicable straight section of fence. The Engineer may require the installation of an additional ground at the terminus of a section of fence or at other locations near areas of pedestrian traffic. Connect the ground rod to the fence as shown in the contract documents.

2519.04 METHOD OF MEASUREMENT.

Measurement for the items associated with fence construction will be measured as follows:

- A. Field Fence, Deer Fence, or Chain Link Fence: linear feet constructed, of the height and type specified, measured along the fence at the bottom of the fabric, excluding the length of gates or fence otherwise measured for payment.
- B. Field Fence and Deer Fence Brace Panels: by count of the metal braces properly installed for the various units.
- C. Channel Crossing Fence: linear feet of the type specified and constructed according to the contract documents, measured along the fence at the bottom of the fabric between end posts for the channel crossing fence.
- D. Flood Plain Fence: linear feet constructed, measured along the fence at the bottom of the fabric between end posts for the flood plain fence.
- E. Gates: by count of each type and size installed.
- F. Removal and reinstallation of fence: Linear feet for each type of fence, including gates, as shown in the contract documents.
- G. Removal of fence: Linear feet for each type of fence, including gates, as shown in the contract documents.

2519.05 BASIS OF PAYMENT.

- A. Payment will be the contract unit price as follows:
 - 1. For the various types of fence: Per linear foot.

2. Field Fence and Deer Fence Brace Panels: each. Payment is compensation for brace wires and metal braces.
 3. Gates: each.
 4. Removal and reinstallation of fence: Per linear foot for each type. Payment will be full compensation for removing and reinstalling fence, including removing and reinstalling gates (if required) and replacement of any fence parts that are not able to be salvaged and reinstalled.
 5. Removal of fence: Per linear foot for each type. Payment will be full compensation for removing fence fabric, gates, posts, and footings and for filling and consolidating resulting holes to finish grade to prevent future settlement.
- B.** Payment is full compensation for furnishing all material and for construction of fence as provided herein, including clean up after the work is complete. Excavation will not be paid for separately, but excavation in unexpected rock will be paid for as extra work. Unexpected rock will be considered as rock encountered during post installation, but not visible from the roadway nor indicated in the contract documents.
- C.** Electrical grounds required in the contract documents will not be paid for separately. Payment for additional electrical grounds required by the Engineer will be according to [Article 1109.03, B](#).
- D.** Where a new terminus is required at an intersection with new fencing, work and materials to install an "End Post Assembly" for existing field fence will not be paid for separately.

Section 4154. Fence Materials

4154.01 DESCRIPTION.

- A. Materials covered by this section include woven wire farm field and deer fence fabric, chain link fabric, barbed wire, steel fence posts, wood fence posts, tie and brace wire, gates, and special fittings.
- B. Use material of the size and type designated in the contract documents.
- C. Inspection and acceptance of fence materials will be according to [Materials I.M. 454.10](#).

4154.02 FIELD FENCE AND DEER FENCE fabric.

- A. Field fence shall conform to AASHTO M 279 or ASTM A 116 and shall be, unless otherwise specified:
 - 1. Type Z, Class 3.
 - 2. Design numbers 1047-6-11 or 939-6-11 for grade 60 wire or design numbers 1047-6-12 1/2 or 939-6-12 1/2 for grade 125 wire.
 - 3. Use galvanized (as determined by visual inspection) steel rod for splicing fence material.
- B. Deer fence shall be woven wire that meets the following requirements:
 - 1. 12.5 gauge wire according to ASTM A 116 (excluding wire spacing and fence height).
 - 2. Wires are spaced horizontally and vertically as shown in the contract documents.

4154.03 CHAIN LINK FABRIC.

- A. When chain link fence is specified in the contract documents, chain link fabric shall conform to one of the following:
 - 1. Zinc coated fabric meeting requirements of ASTM A 392, Class 2 (2.0 ounces per square foot) or AASHTO M 181 Type I, Class D.
 - 2. Aluminum coated fabric meeting the requirements of ASTM A 491 or AASHTO M 181, Type II.
 - 3. PVC coated fabric meeting requirements of ASTM F 668, Class 2b or AASHTO M 181, Type IV, Class B Fused.
- B. Unless otherwise specified in contract documents, use:
 - 1. 9 gauge coated wire with a breaking strength of 1290 pounds.
 - 2. Height of fabric of 72 inches.
 - 3. Selvage knuckled at both the top and bottom.
 - 4. Mesh size $2 \pm 1/8$ inches.

4154.04 BARBED WIRE.

Unless otherwise specified in contract documents, use barbed wire conforming to ASTM A 121 or AASHTO M 280, Design Number 12-4-5-14R, Type Z Class 3.

4154.05 BRACE WIRE, TENSION WIRE, AND TIE WIRE.

- A. Tension wire shall meet requirements of AASHTO M 181 or one of the following:
 - 1. ASTM A 824 or A 817, Type II, Class 3.
 - 2. ASTM A 824 or A 817, Type I.
 - 3. ASTM F 1664, PVC (Vinyl) Coated, Class 2b.
- B. Brace and tie wire shall meet the requirements of ASTM F 626 zinc coated or aluminum coated.

1. Where specified, round metallic-coated tie wires, clips, and hog rings shall be polymer coated to match the color of the chain-link fabric as selected from ASTM F 934
 2. The coating process and metallic-coated core wire materials shall be in accordance with ASTM F 668.
- C. Unless designated otherwise, use wire sizes no smaller than the following diameters:

Table 4154.05-1: Wire Sizes

Use	Wire Size
Tension wire	No. 7
Brace wire	No. 9
Tie wires or clips for fastening field fence to steel posts	No. 12
Use tie wires for chain link fence no smaller than No. 9 diameter for post ties or No. 12 diameter for rail and brace ties. Equivalent steel clips or aluminum wires or clips may be used if the Engineer approves.	

4154.06 STAPLES.

- A. Unless otherwise specified in the contract documents, use fence staples conforming to ASTM F 1667 - 13, Table 57: F 1667 ST FN - 06 Z.
- B. Obtain Engineer's approval for the staples to be used.

4154.07 WOOD POSTS.

- A. Use pine posts of the size and length designated in the contract documents that meet the requirements of Section 4164 with pressure preservative treatment meeting the requirements of [Section 4161](#).
- B. Unless specified otherwise, use round stock posts of the following sizes and lengths:

Table 4154.07-1: Post Sizes and Lengths

Use	Length, feet
Line posts, 4 inch top	7
End, corner, gate, pull, angle, and brace posts, 6 inch top	8

- C. If contemplating driving the line posts, the tip of the post may have a blunt point made before treatment and located near the center line of the post.

4154.08 BRACES FOR FIELD FENCE.

- A. Unless otherwise specified in the contract documents, use either of the following between wood pull posts:
 1. 2 3/8 inch ASTM F 1043 steel pipe.
 2. 5 inch diameter wood posts.
- B. Use diagonal trussing with a double-wrapped 9 gauge, Class 3 steel brace wire.
- C. Ensure ends are flattened to fit squarely against the posts with brace approximately horizontal.

4154.09 STEEL LINE POSTS FOR FIELD FENCE AND DEER FENCE.

- A. Use T-section steel posts, of the length specified, as line posts with wood posts, as shown in the contract documents. Do not use them for corner, brace, pull, end, or gate posts.
- B. Only one type of steel post may be used in any installation 1000 feet or less in length.
- C. Equip posts with lugs or other approved means to prevent the fence fabric from moving vertically.
- D. Use nominal 1.33 pounds per foot T-section post meeting requirements of ASTM A 702 and hot dip galvanizing requirements of ASTM A 123.

- E. Completely paint the finished post with a prime coat with no limitation on color or tip identification except as provided for 1000 foot installations. Ensure the paint is thoroughly dry before posts are bundled for shipment.

4154.10 STEEL POSTS, BRACES, AND RAILS FOR CHAIN LINK FENCE.

- A. Steel pipe length shall be designated in the contract documents and shall conform to one of the following requirements:
 - 1. AASHTO M 181 Grade 1 or ASTM F 1083 Schedule 40.
 - 2. AASHTO M 181 Grade 2 or ASTM F 1043, Group IC. Group IC galvanized before forming product shall be minimum G-210 (ASTM A 653).
- B. When specified, PVC thermoplastic coating shall be fused and adhered to zinc-coated posts with a minimum coating thickness of 0.010 inch conforming to ASTM F 934 & ASTM F 1043.

4154.11 FITTINGS FOR CHAIN LINK FENCE.

- A. Comply with the following:
 - 1. Attach braces to posts using fittings which will hold both the post and brace rigidly.
 - 2. Use diagonal truss rods of 3/8 inch diameter, round steel rods with an appropriate commercial means for tightening.
 - 3. Furnish a locknut or other device to hold the tightening device in place.
 - 4. Furnish a suitable sleeve or coupling device, recommended by the manufacturer, to connect sections of top rail and to provide for expansion and contraction.
 - 5. Use stretcher bars no less than 3/8 inch diameter, or equivalent cross section area, with suitable clamps for attaching fabric to corner, end, or gate posts.
- B. Ensure fittings also conform to AASHTO M 181 or ASTM F 626.

4154.12 GATES.

A. Field Fence and Chain Link Fence.

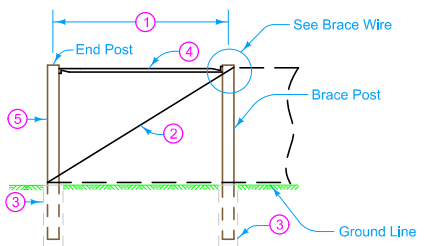
- 1. Ensure gates provide the width of opening shown in the contract documents. Install a vertical stay in gates more than 6 feet wide. Where the width of opening specified is:
 - 16 feet or less, provide a single gate frame.
 - More than 16 feet, provide two gate frames using a drop bar locking device allowing operation as a double gate.
- 2. Ensure each gate is furnished complete with necessary hinges, latch, and other special fittings recommended for the type of gate and gate post being installed.
- 3. For chain link fence gates, use the pipe size shown in the contract documents or approved by the Engineer. When size is not shown in the contract documents, use:
 - 1 1/2 inch nominal diameter pipe for gates 6 feet wide or more, and
 - 1 1/4 inch nominal diameter pipe for gates less than 6 feet wide.
- 4. Use gate fabric similar to that used for the fence. Attach using stretcher bars.
- 5. Use adjustable rods to cross truss gates 6 feet wide or more.
- 6. Ensure materials are galvanized with no less than 0.8 ounce per square foot of surface. Gates for field fence may be painted with a prime coat and an enamel finish coat.

B. Deer Fence.

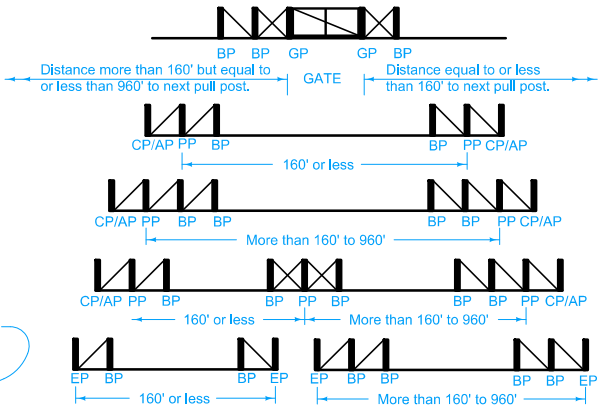
Furnish the following, galvanized according to [Article 4154.10](#):

- 1. Tines molded in one piece of steel with no welds.

2. Structural steel tubes with wall thickness of 0.1875 inches and unit weight of 4.32 pounds per foot.
3. Support plates, hinges, and top braces.



END POST



BRACE PANEL LAYOUT

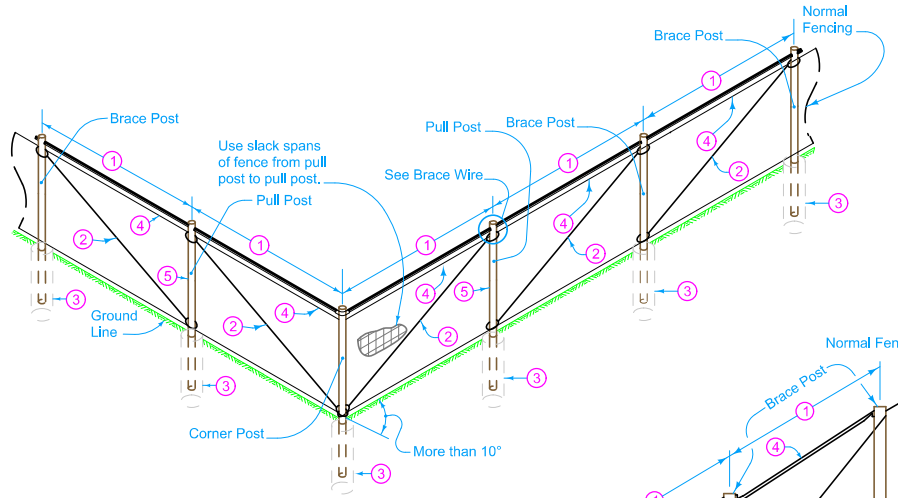
PP = Pull Post CP = Corner Post AP = Angle Post
 BP = Brace Post EP = End Post GP = Gate Post

Double wrap barbed wire and tie off at end posts, corner posts, and line brace posts. Single wrap woven wire and tie off. Restart fence to be continued, in like manner.

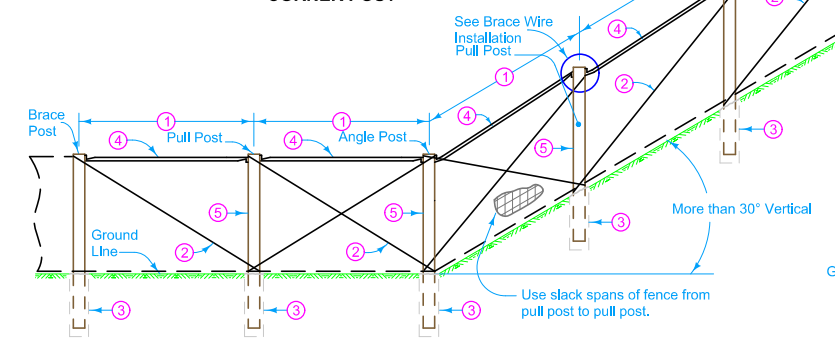
Fence wire fabric may be placed on either the road side or the field side of posts, depending on local conditions; i.e., on curves, the wire should be placed on the side which would result in the least amount of tension on the staples. This will also apply where wind, drift, or other conditions would exert unusual pressure against the wire.

Refer to MI-104 for fencing at Channel Crossings, Minor Groud Depressions, and Flood Plains.

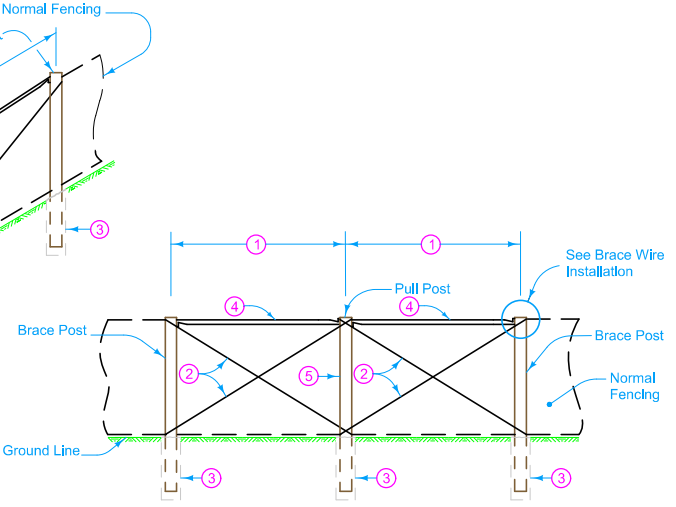
- ① Brace Panel.
- ② Brace Wire: 4 strands of No. 9 wire.
- ③ Details indicate placement of granular material for certain posts. The Contractor has the option to drive posts if method demonstrated is satisfactory to the Engineer. Granular material will not be required for driven posts.
- ④ Metal brace 8 feet long.
- ⑤ Wrap wire fabric around post.
- ⑥ Pull Post Assembly is required when the distance between pull posts is greater than 960 feet in straight lines of fence.



CORNER POST



ANGLE POST

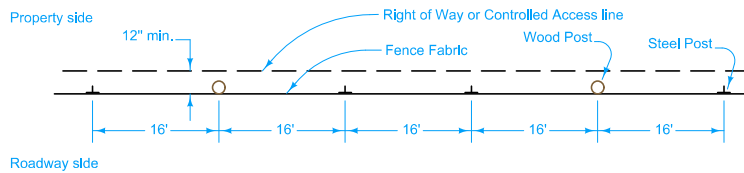


PULL POST

Possible Contract Items:
 Deer Fence
 Deer Fence Brace Panels
 Deer Fence Gate
 Field Fence
 Field Fence Brace Panel
 Field Fence Gate

Possible Tabulation:
 100-7

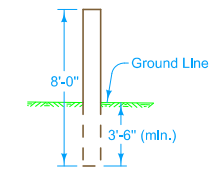
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STANDARD ROAD PLAN	MI-103
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DEER FENCE AND FIELD FENCE CONSTRUCTION	



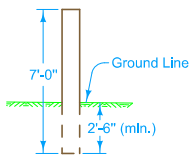
PLAN

FIELD FENCE

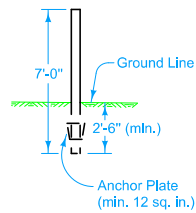
DEER FENCE



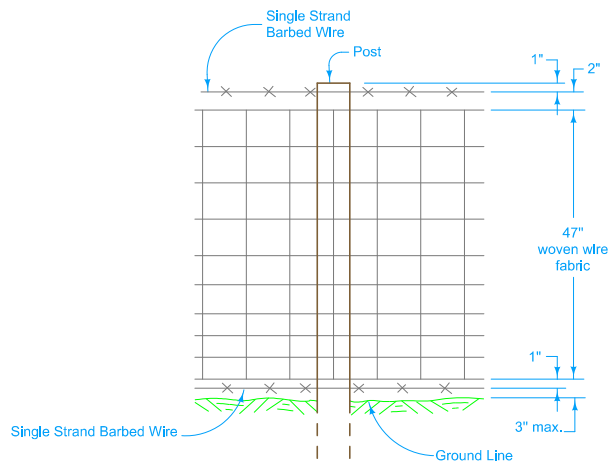
ANGLE, BRACE, CORNER, END OR PULL POST (WOOD)



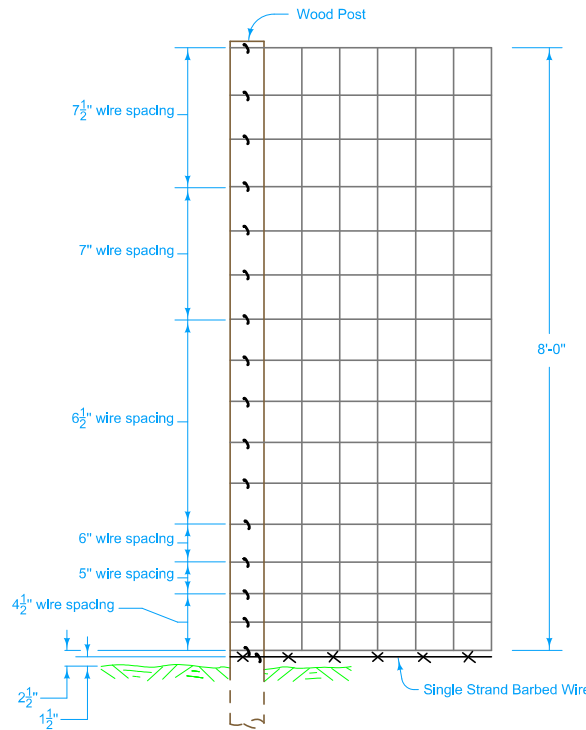
LINE POST (WOOD)



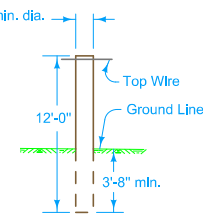
LINE POST (STEEL)



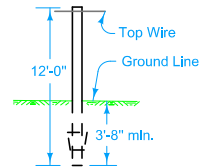
ELEVATION



ELEVATION



WOOD POST

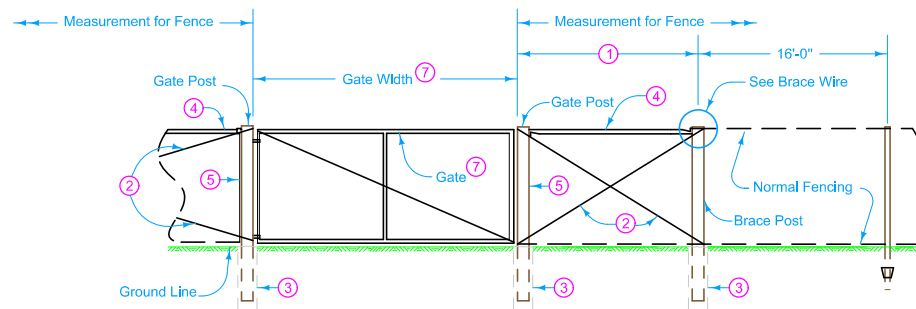


STEEL POST

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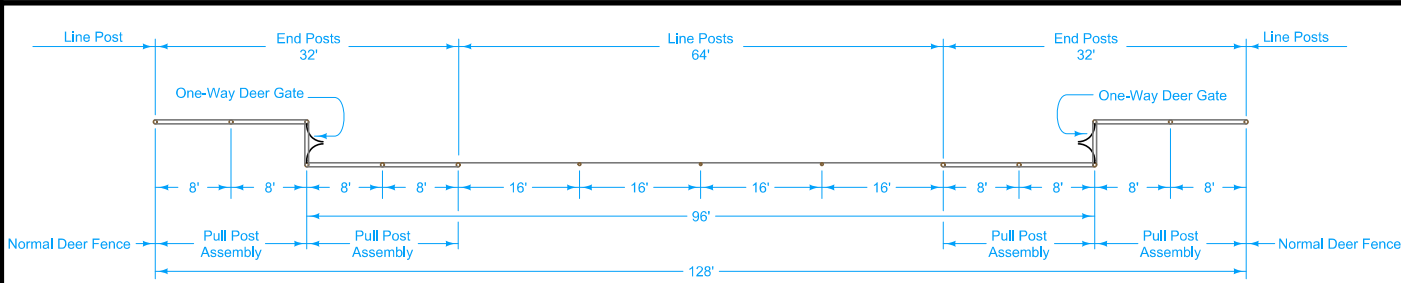
DEER FENCE AND FIELD FENCE CONSTRUCTION



FIELD FENCE GATE

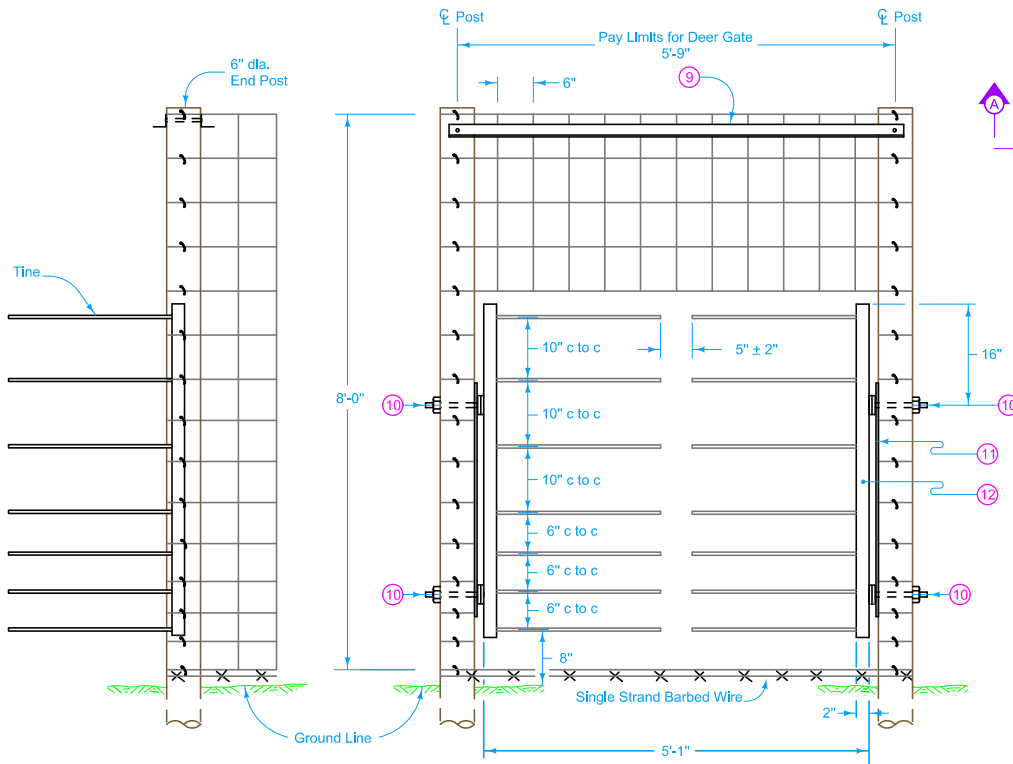
- ① Brace Panel.
- ② Brace Wire: 4 strands of No. 9 wire.
- ③ Details indicate placement of granular material for certain posts. The Contractor has the option to drive posts if method demonstrated is satisfactory to the Engineer. Granular material will not be required for driven posts.
- ④ Metal brace 8 feet long.
- ⑤ Wrap wire fabric around post.
- ⑦ Unless specified otherwise, install a 16 foot gate. Double gate is required only for widths more than 16 feet. Exact details of gate design are subject to the approval of the Engineer. Install as recommended by the manufacturer.

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DEER FENCE AND FIELD FENCE CONSTRUCTION		



PLAN

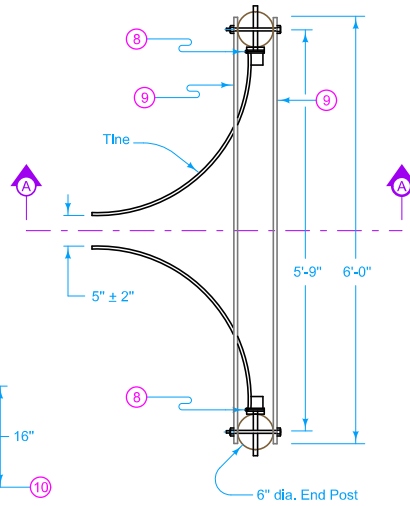
- 8 Spring loaded hinge allows tines to spread apart and return to original position.
- 9 Two 2 in. x 2 in. x $\frac{1}{8}$ in. L top braces held by $\frac{1}{2}$ inch diameter bolts.
- 10 Attach nut and washer to each bolt.
- 11 Support Plate 3 in. x $\frac{5}{16}$ in. x 37 in.
- 12 2 in. x 2 in. x 54 in. structural steel tubing welded to Hinge Plate.
- 13 $\frac{3}{4}$ in. diameter x 8 in. bolt welded to Support Plate



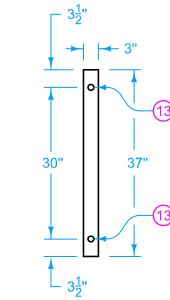
SECTION A-A

PROFILE

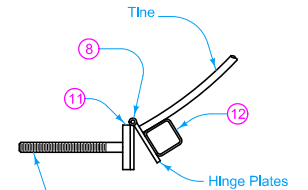
DEER GATE



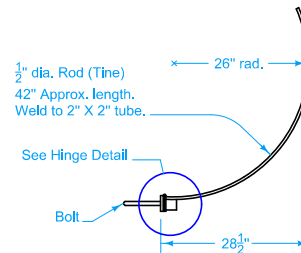
DEER GATE TOP



SUPPORT PLATE

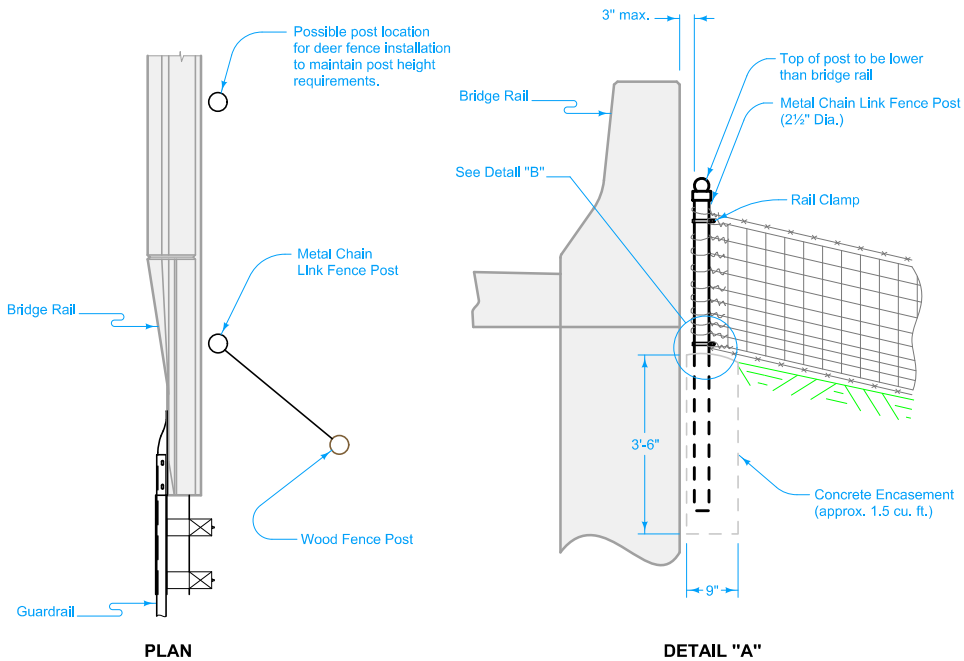
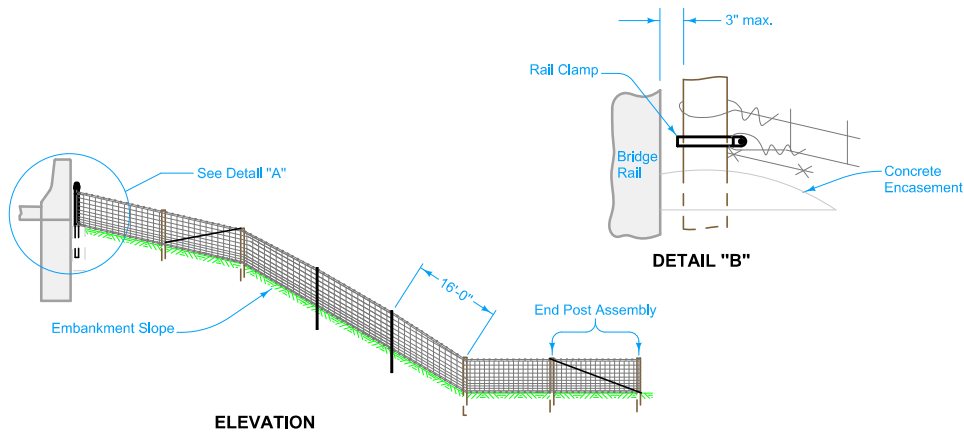


HINGE



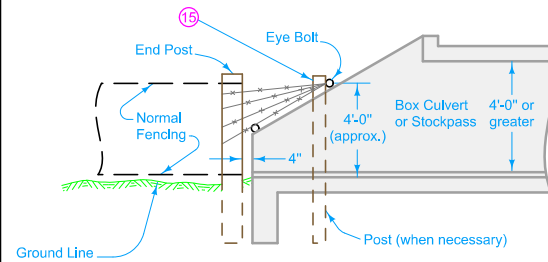
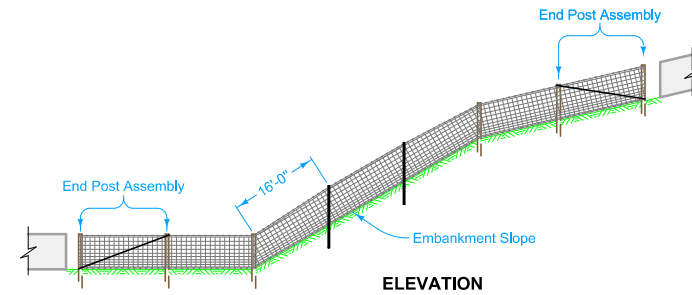
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REVISIONS: Added Designer Info button.	
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DEER FENCE AND FIELD FENCE CONSTRUCTION	



FENCE TERMINATION AT BRIDGES ¹⁴

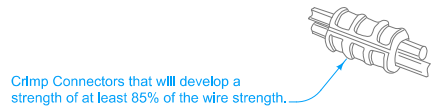
- ¹⁴ Fence termination at bridges, culverts, and other structures as detailed hereon will not be paid for separately but will be considered incidental to the bid item "Deer Fence" or "Field Fence."
- ¹⁵ Place minimum of four (4) barbed wires fan shaped, connected to eye bolt on culvert wall or set 4 inch post when necessary.



BOX CULVERTS OR STOCK PASSES 4 FEET OR LARGER

FENCE TERMINATION AT STRUCTURES ¹⁵

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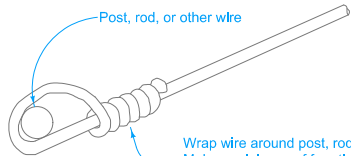
Crimp Connectors that will develop a strength of at least 85% of the wire strength.

CRIMP CONNECTION



Make a minimum of four tight wraps on the connecting wire. Ends of the wrap to be trimmed flush.

IN-LINE CONNECTION

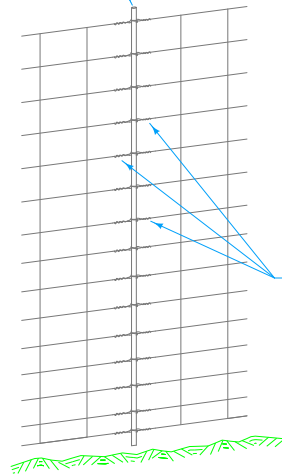


Wrap wire around post, rod or other wire. Make a minimum of four tight wraps back around itself. Ends of the wrap to be trimmed flush.

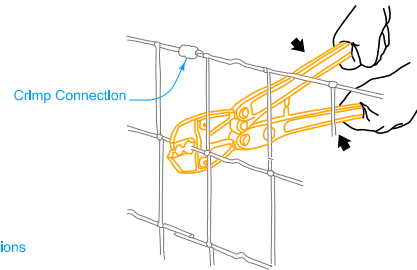
SELF-WRAP CONNECTION

APPROVED WIRE CONNECTIONS

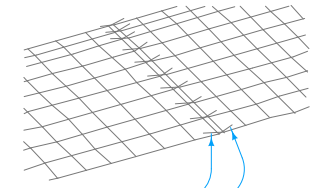
1/2" Galvanized Rod
(Fabric height plus 2" min. length)



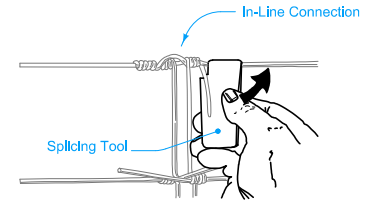
SPLICE WITH ROD



CRIMP SPLICE

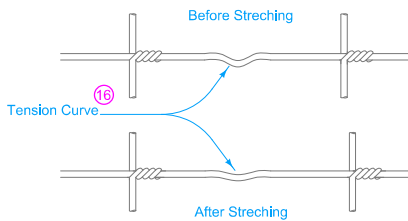


End of Stay Wires



OVERLAP SPLICE

FABRIC SPLICES

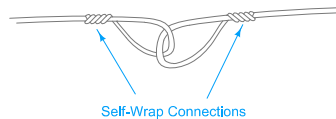


Before Stretching

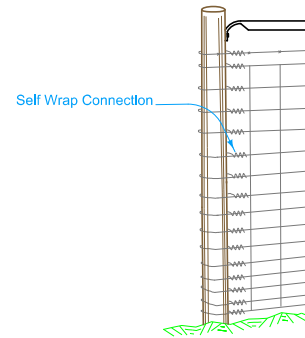
Tension Curve (16)

After Stretching

STRETCHING DETAILS



BRACE WIRE SPLICE (17)

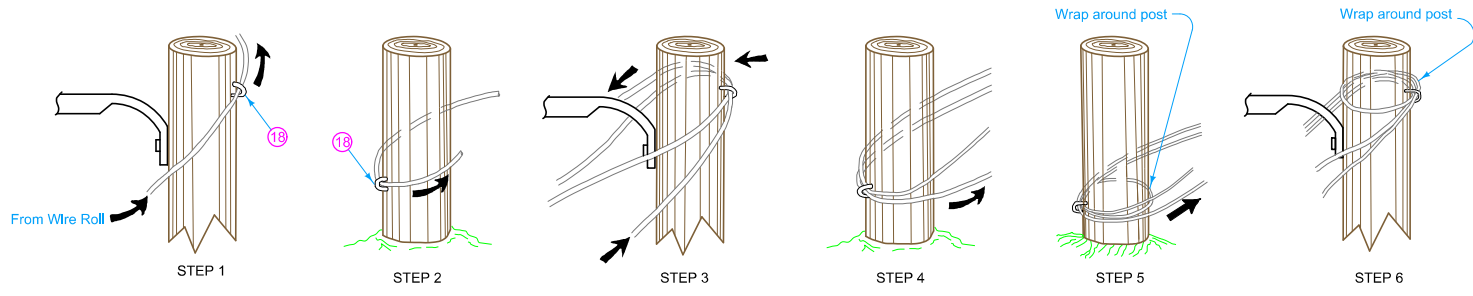


END POST CONNECTION

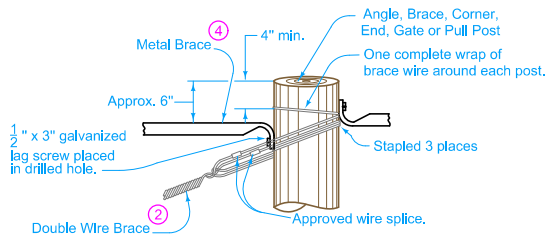
FENCE ASSEMBLY

- (16) Tension curve consists of a "U" shaped crimp in the fence wires and has the same effect as a spring. Stretch to 50% removal of the factory crimp.
- (17) Crimp connection and in-line connection are also acceptable brace wire splices.

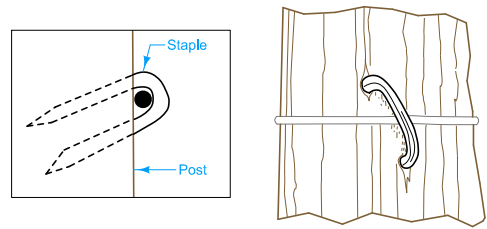
	REVISION
	2 10-20-15
STANDARD ROAD PLAN	MI-103
SHEET 6 of 7	
REVISIONS: Added Designer Info button.	
APPROVED BY DESIGN METHODS ENGINEER	
DEER FENCE AND FIELD FENCE CONSTRUCTION	



- ② Brace Wire: 4 strands of No. 9 wire.
- ④ Metal brace 8 feet long.
- ⑱ Set staples cross-wise to the grain. Drive staples tight at pull posts. Drive all other staples firm, but loose enough to allow lateral movement of the wire.
- ⑲ Twist the two brace wires together to produce proper tension in the brace assembly.



BRACE WIRE INSTALLATION ⑱
 (Brace wire wrapped the same at the bottom of post.)



STAPLES ⑱

WIRE ASSEMBLY

IOWA DOT	REVISION	
	2	10-20-15
STANDARD ROAD PLAN		MI-103
		SHEET 7 of 7
REVISIONS: Added Designer Info button.		
APPROVED BY DESIGN METHODS ENGINEER		
DEER FENCE AND FIELD FENCE CONSTRUCTION		



Geotechnical Engineering Report

Blue Lake Dredging Evaluation – Containment Basin

Onawa, Iowa

June 16, 2020

Terracon Project No. 05195212-01

Prepared for:

Shive-Hattery, Inc.

West Des Moines, Iowa

Prepared by:

Terracon Consultants, Inc.

Des Moines, Iowa



June 16, 2020



Shive-Hattery, Inc.
4125 Westown Parkway - Suite 100
West Des Moines, Iowa 50266

Attn: Mr. Luke Monat, P.E.
E: lmonat@shive-hattery.com

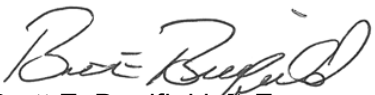
Re: Geotechnical Engineering Report
Blue Lake Dredging Evaluation – Containment Basin
Highway 175
Onawa, Iowa
Terracon Project No. 05195212-01


Dear Mr. Monat:


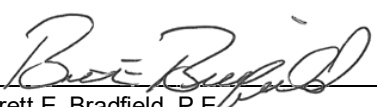
We have performed geotechnical engineering services for the proposed containment basin site for the Blue Lake Dredging Evaluation project in general accordance with Terracon Proposal No. P05195212 dated December 10, 2019. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork for the proposed embankments on the perimeter of the sediment containment basin.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report, or if we may be of further service, please contact us.

Sincerely,
Terracon Consultants, Inc.


Brett E. Bradfield, P.E.
Senior Engineering Consultant


Alexander J. Wolfe, P.E.
Project Engineer

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p> 6/16/2020 Brett E. Bradfield, P.E. Date</p> <p>My license renewal date is December 31, 2020.</p>
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REPORT TOPICS

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the **GeoReport** logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report
Blue Lake Dredging Evaluation – Containment Basin
Highway 175
Onawa, Iowa
Terracon Project No. 05195212-01
June 16, 2020

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering services performed for the proposed basin for containment of dredged sediment from Blue Lake at the Lewis and Clark State Park near Onawa, Iowa. The purpose of these services is to provide information and geotechnical engineering recommendations relative to:

- Subsurface soil conditions
- Site preparation and earthwork
- Embankment considerations
- Foundation support of ancillary structures
- Groundwater conditions
- Excavation considerations
- Dewatering considerations

The geotechnical engineering scope of services for this project included the advancement of 16 test borings to depths of about 15½ feet below existing site grades.

Maps showing the site and boring locations are shown in the **Site Location and Exploration Plan** section. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs and/or as separate graphs in **Exploration Results**.

SITE CONDITIONS

The following description of site conditions is derived from our site visit in association with the field exploration.

Item	Description
Location	<ul style="list-style-type: none">■ Blue Lake is located in the Lewis and Clark State Park, west of Onawa, Iowa■ Latitude/Longitude: 42° 01' 40", -96° 09' 33" (approximate)■ See Site Location

Item	Description
<p>Lake Information (reference to RFP information)</p>	<ul style="list-style-type: none"> ■ Former oxbow channel in Missouri River plain ■ Approximately 249-acre surface area ■ Volume of approximately 1,260 acre-feet ■ Optimum water elevation: 1,041 feet ■ Anticipated water depths of 5 to 10 feet in anticipated dredging area ■ Direct watershed area of 1,420 acres with other contributory watershed areas of over 1,900 acres via culverts or other means of bypass.
<p>Dredge Material Containment Site</p>	<ul style="list-style-type: none"> ■ Approximately 45-acre site within west portion of Lewis and Clark State Park ■ Latitude/Longitude: 42° 02' 26", -96° 10' 20" (approximate) ■ Sparsely to densely wooded with prairie grasses ■ Relatively flat to undulating topography of alluvial plain ■ Ground elevations typically range from about 1,045 to 1,048 feet with some mounds about 3 to 6 feet higher

PROJECT DESCRIPTION

Our understanding of the project conditions is as follows:

Item	Description
<p>Lake Dredging</p>	<ul style="list-style-type: none"> ■ Hydraulic dredging of lacustrine sediment to develop pool depths of 8 to 12 feet. ■ Limits of dredging to be further defined but anticipated in zone of lake extending no more than about 0.75 miles north of State Highway 175 ■ Dredging operations planned to leave a designated thickness of lacustrine sediment over alluvial sand soils to reduce loss to pool elevation (i.e., outflow from lake) ■ Sediment thicknesses of about 7 to over 15 feet thick in planned dredging area based on 2010 exploration information
<p>Dredge Material Containment</p>	<ul style="list-style-type: none"> ■ Dredge spoil impoundment area designated for about 450,000 cubic yard storage capacity ■ Perimeter dike embankment of about 4,500 to 5,000 lineal feet around perimeter ■ Conceptual cross-section of: <ul style="list-style-type: none"> ○ Top of embankment elevation: 1,060.5 feet (about 12 to 15 feet high) ○ Embankment crest width: 14 feet ○ Interior side slope: 3:1 (horizontal:vertical) ○ Exterior side slope: 6:1 ○ Top of sediment fill elevation: 1,056.5 feet ○ Top of decanted water normal elevation: 1,058.5 feet ○ Auxiliary spillway elevation: 1,059.5 feet

Item	Description
	<ul style="list-style-type: none"> ■ Embankment fill materials planned to be developed from excavation of containment basin, generally less than about 8 feet below current grade. ■ Bleed or decanted water collection areas planned within containment for hydraulic return lake

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface soil and groundwater conditions based upon our review of the data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical recommendations. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs and the GeoModel can be found in **Exploration Results**.

Stratification boundaries on the GeoModel and boring logs represent the approximate location of changes in soil types; in situ, the transition between materials may be gradual. As noted in **General Comments**, the characterizations are based on widely spaced exploration points across the site, and variations are likely

Model Layer	Layer Name	General Description
	Surficial Soils	About 2 to 10 inches of clayey and silty sand with roots
1	Alluvial Sands with silt	SAND with fines and SILTY SAND Occasional silt lenses. Typically encountered in upper 3 to 9 feet of soil profile and to about 12 feet in Boring 10. Typically, loose relative density and very loose in zones in some borings, and fine grained.
2	Alluvial Sand	SAND with trace amount of fines, and fine grained. Typically, loose relative density with medium dense and very loose in zones in some borings. Each boring terminated in Layer at depths of about 15 ½ feet bgs.

The boreholes were observed while drilling and shortly after completion for the presence and level of groundwater. The water levels observed in the boreholes can be found on the boring logs in **Exploration Results**, and are tabulated below.

Boring	Depth to groundwater (bgs)	
	While drilling	Shortly after drilling ¹
1	1 foot	½ foot
2	2½ feet	Cave-in above noted water level
3	2 feet	Cave-in above noted water level
4	5 feet	4½ feet
5	4 feet	Cave-in above noted water level
6	3 feet	Cave-in above noted water level
7	2 feet	Cave-in above noted water level
8	2 feet	2 feet
9	4 feet	3 feet
10	1½ feet	Cave-in above noted water level
11	2½ feet	Cave-in above noted water level
12	3 feet	2½ feet
13	2 feet	2 feet
14	3 feet	Cave-in above noted water level
15	2 feet	3 feet
16	2 feet	Cave-in above noted water level

1. The boreholes were only left open for a short time (less than 1 hour) after completion for water level observation prior to backfilling.

Groundwater level fluctuations will occur due to seasonal variations of the stage of Blue Lake and Missouri River, and in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the life of the structures may be different than the levels indicated on the boring logs. The possibility of groundwater level fluctuations should be considered when developing the design and construction plans for the project. Long term observations in piezometers or observation wells sealed from the influence of surface water are often required to define groundwater levels and the potential seasonal variations in materials of this type.

GEOTECHNICAL OVERVIEW

Alluvial sand and relatively shallow groundwater are anticipated in the planned containment basin area. We anticipate that excavations for developing the planned volume of the containment and obtaining appropriate volume of material for construction of the basin embankments will need to be initiated from the central portions of the basin and progress toward the perimeter. The excavations will create a pool of groundwater that would impede conventional excavation and hauling methods. Long reach backhoes, draglines or clamshell equipment from built-up pads and truck access routes might be considered for submerged excavation methods and conveyance or transport to

embankment areas. Temporary dewatering of excavation areas with networks of vacuum extraction well-points in order to manager groundwater levels for dozing of material or operating scraper equipment in excavation areas. Similarly, it might be possible to utilize inflatable cofferdam systems to retain sides of excavations in conjunction with methods to lower groundwater or dewater areas for excavation. Recharge of groundwater levels after cease of operation of dewatering equipment will likely be abrupt. The well-points and inflatable cofferdams might have flexibility to be repositioned for excavations in adjoining areas or used in combination for excavation of broad areas. We suggest earthwork and dewatering contractors be consulted for applicable methods that could be used and budget sensitive items.

Development of earthwork for the embankment construction should follow the recommendations provided in **Earthwork** and **Basin Design Considerations** for the use of the on-site soils.

EARTHWORK

Site Preparation

Site preparation should include stripping of all vegetation, organic soils, root systems, and any soft, frozen or otherwise unsuitable materials from the surface of sites for proposed embankment structures or sources for structural fill materials. About 3 to 10 inches of topsoil-like materials were encountered at the existing ground surface at the boring locations. Deposits of organic soils could be encountered in other depressional areas. These soils included roots from the existing vegetation. Root systems of trees should be sufficiently grubbed. A thick surface layer of organic soils will impact the required stripping depths and could impact the development of a sufficient quantity of embankment fill material (e.g., re-used organic soils should be limited to final topping of embankments for reestablishment of vegetation).

Generally, stripping of all vegetation, root systems, and organic soils is required before new fill can be placed to support structures, or generating suitable soils from cut areas to use as new structural fill. The organic soils (i.e., soils with greater than 5% organics) would need to be removed from construction areas and would only be suited for use as fill in non-structural areas or final topping of embankments. Soils with less than 5% organic content could be left in place during site stripping.

Following stripping operations, and prior to the placement of new fill, the proposed embankment areas should be proof-rolled with a smooth drum vibratory roller (minimum gross weight of 10 tons) to aid in delineating near surface areas of low strength, soft deposits, or otherwise unsuitable soil. Unstable areas identified by proofrolling should be undercut to expose stable material and backfilled with structural fill or stabilized as described in this report.

Subgrade Stabilization

If unsuitable areas are observed in planned embankment areas, subgrade improvement will then be necessary to establish a suitable subgrade support condition. Terracon should be retained to discuss stabilization options. Potential methods of subgrade improvement are described below. The appropriate method of improvement, if required, would be dependent on factors such as schedule, weather, the size of area to be stabilized, and the nature of the instability. More detailed recommendations can be provided during construction as the need for subgrade stabilization occurs.

- n **Scarification and Compaction** – Soils can be scarified, moisture condition (i.e., dried), and compacted. The success of this procedure depends primarily on favorable weather and sufficient time to manipulate the soils and control of groundwater levels. Even with adequate time and favorable weather, stable subgrades may not be achieved if the thickness of the unstable material is greater than about 1 to 1½ feet.

- n **Undercut and Replacement with Crushed Stone/Aggregate** – The use of crushed stone, crushed concrete, and/or gravel could be considered to improve subgrade stability but should be capped or encapsulated by other sand soils and not exposed to interior or exterior portions of embankment (e.g., to reduce potential more rapid hydraulic connection that could lead to piping and loss of embankment stability). To limit depths of undercuts, the use of a geogrid could be considered. Equipment should not be operated above the fabric or geogrid until one full lift of crushed stoned/aggregate is placed above it. The maximum particle size of material placed over geotextile fabric or geogrid generally should not exceed 1½ inches. Gradation requirements for backfill materials provided by the geosynthetic product manufacturer should be verified prior to material purchase and delivery to the site.

Structural Fill Material Types

The native sand soils encountered on the site appear suitable for use as new structural fill for the embankments. Structural fill should meet the following material property requirements.

Fill Type ¹	Soil Classification	Acceptable Location for Placement
On-site soils	Sand, with silt (SP-SM) Silty Sand (SM) Sand, trace silt (SP)	<ul style="list-style-type: none"> ■ Site mass grading fill ■ Below aggregate base for grade-supported structures
Imported granular ²	GW, GP, GM, GC, SW, SP, SM, SC	<ul style="list-style-type: none"> ■ Below grade-supported structures ■ Below foundations in overexcavations ■ Backfill adjacent to below grade structures

Geotechnical Engineering Report

Blue Lake Dredging Evaluation – Containment Basin ■ Onawa, Iowa

June 16, 2020 ■ Terracon Project No. 05195212-01



Fill Type ¹	Soil Classification	Acceptable Location for Placement
Unsuitable	CL, CH, ML, MH, OL, OH, PT	<ul style="list-style-type: none"> ■ Non-structural locations ■ Consideration could be given to placement of partly organic soils on exterior portion of embankments (less than 8-inch thick cover for reestablishment of vegetation) ■ In-organic clay and silt soils, if encountered, can be evaluated for suitable placement areas within embankments during construction ³

1. Structural fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade. A sample of each material type should be submitted to the Geotechnical Engineer for evaluation prior to use on this site.
2. Specific material requirements will need to be satisfied based on the intended use. Recommendations for gradations for applications of foundations, aggregate base for slabs and pavements and for below grade walls are included in applicable sections of this report.
3. Fine grained material (e.g., clays) can be difficult to compact in relatively small areas (e.g., excavations for foundations). Moisture conditioning (e.g., wetting or drying) would be necessary to achieve compaction requirements if fine grained material is used as structural fill for this project.

Structural Fill Compaction Requirements

Structural fill should meet the following compaction requirements.

Item	Description
Maximum individual lift thickness	<ul style="list-style-type: none"> ■ 9 inches or less in loose thickness when heavy, self-propelled compaction equipment is used ■ 4 inches or less in loose thickness when hand-guided equipment (i.e. jumping jack or plate compactor) is used
Minimum compaction requirements ¹	<p><u>Fine to medium grained sand soils (general on-site soils):</u></p> <ul style="list-style-type: none"> ■ 95% of max. <p><u>Coarse-grained soils (potential imported materials):</u></p> <ul style="list-style-type: none"> ■ 98% of max. <p>Note: If the material is a coarse sand or gravel, or of a uniform size, or has a low fines content, compaction comparison to relative density may be more appropriate. In this case, coarse-grained soils should be compacted to at least 70% relative density (ASTM D4253 and D4254).</p>
Water content range ¹	<p><u>Granular fill materials (on-site sands and imported):</u></p> <ul style="list-style-type: none"> ■ Water content should be maintained at levels satisfactory for compaction to be achieved without the coarse-grained material bulking during placement or pumping when proofrolled.

1. Maximum density and optimum water content as determined using standard effort (ASTM D698).

Based on values utilized by local agencies and our experience with soils like those encountered, we anticipate that a volume shrinkage factor of 20% should be considered between volume of native soils to completed embankment condition. This factor also considers potential compression settlement of the embankment foundation soils as result of the embankment fill.

Utility Trench Backfill

All trench excavations should be made with sufficient working space to permit construction, including backfill placement and compaction. If utility trenches are backfilled with relatively clean coarse-grained material, they should be capped with at least 2 feet of the on-site fine-grained sands to reduce the infiltration and conveyance of water through the trench backfill.

If areas for utility penetrations would be subject to relatively high differential hydraulic head conditions, there might be need for constructing an effective clay “trench plug” that consists of low permeability clay soils, bentonite collars, site soils blended with bentonite or flowable fill in embankment areas, preferably near the up-gradient entrance of penetrations. The trench plug material should be placed to completely surround the utility line and any granular envelope.

Grading and Drainage

During earthwork, the site should be graded to prevent ponding of surface water on the prepared subgrade or in excavations. Surface water should be promptly removed. Dewatering of excavations during construction should be anticipated, and could involve a series of vacuum extraction well points or a relatively deep drawdown well.

Earthwork Construction Considerations

Unstable subgrade conditions could develop during general construction operations, particularly if the soils are allowed to become saturated, groundwater is near the subgrade and/or areas subjected to repetitive construction traffic. Where unstable and wet subgrades are encountered, stabilization measures will be required to help provide a stable working base for construction. The use of low contact pressure, track equipment, or remote excavation equipment may be necessary to assist in earthwork operations.

As a minimum, all temporary excavations should be sloped or braced as required by Occupational Safety and Health Administration (OSHA) regulations to provide stability and safe working conditions. Temporary excavations will be required during grading operations and/or installation of utilities. Contractors, by their contract, are usually responsible for designing and constructing stable, temporary excavations and should shore, slope or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture content prior to construction of foundation elements, or grade-supported structures. Construction traffic over the completed subgrade should be avoided to the extent practical. If the subgrade should become frozen, desiccated, saturated, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and compacted prior to construction of the grade supported elements.

Construction Observation and Testing

Terracon's involvement during the construction phase of the project provides the continuity to maintain the Geotechnical Engineer's evaluation of subsurface conditions, including assessing variations and associated design changes.

The earthwork efforts should be monitored under the direction of the Geotechnical Engineer (i.e., Terracon), and should include documentation of adequate removal of vegetation and topsoil, delineation of areas requiring subgrade stabilization, and proofrolling.

Each lift of structural fill should be tested, evaluated, and reworked as necessary until approved by the Geotechnical Engineer prior to placement of additional lifts. The structural fill for embankment construction should be evaluated for stability, and tested for density and water content at frequencies of about every 1 to 1½ vertical feet at the following intervals:

- Embankment Soils – one test for every approximate 200 lineal feet along embankments.
- Utility Trench Backfill – one test for every 50 linear feet of utility trench length per lift

These guidelines generally apply for broad construction areas, and more closely spaced tests are typically necessary for smaller, confined fill placement areas where non-uniformity of lift thickness, and compaction effort could occur.

In areas of foundation excavations, the bearing subgrade should be evaluated under the direction of the Geotechnical Engineer. In the event that unanticipated conditions are encountered, the Geotechnical Engineer should be contacted to discuss mitigation options.

BASIN DESIGN CONSIDERATIONS

Basin Embankment Considerations

The basin embankments can be built using the near surface sand soils like those encountered in the borings. We recommend that the embankment foundation soils be prepared, and structural fill placed and compacted as provided in **Earthwork**. For the purpose of the sediment containment basin and compatibility of the soils for the embankment construction to those of the embankment foundation, it is our opinion that a seepage cutoff key or core trench is not needed.

Final slopes of the interior face of embankment should be no steeper than 3:1 (horizontal to vertical) for the anticipated heights. The interior face of embankment will be temporarily exposed and eventually laterally constrained by sediment deposits. Sloughing of the sloped side could occur in areas during heavy rains or due to erosion; however, we anticipate these will be shallow instability conditions and can be repaired with replacement of embankment materials or flattening the isolated areas with additional embankment material at the toe, which would not affect containment basin volume significantly.

The exterior side of the embankment will have slopes of 6:1 and based on estimated shear strength parameters for the sand embankment and foundation soils, we estimate these slopes will have satisfactory long term stability. The output plot of a generalized stability analysis considering steady-state seepage is included in **Exploration Results**. The analysis indicates a factor of safety of on the order of 1.8 against slope instability considering a phreatic surface within the embankment and utilizing estimated effective stress parameters for the sand embankment and foundation soils. The factor of safety near the toe of the embankment if seepage is persistent would be on the order of 1.4; however, as described in **Seepage Considerations**, toe seepage is not anticipated. Without seepage considerations, the relative factor of safety for the embankment slopes of 6:1 would be on the order of 3.0. Factors of safety against instability for embankments that would have limited risk of economic loss or harm of 1.3 to 1.5 are considered acceptable.

Rill erosion of the exposed sand soils is possible from water runoff.

We understand that the top of embankment will allow for at least 2 feet of freeboard above the anticipated long-term normal water level. Devices to allow return water to the lake from the raised water impoundment of the basin will be provided and we anticipate free water levels in the basin will be temporary.

The embankment should be topped with at least 4 inches of topsoil or partly organic soil (stripped root zone material) to facilitate vegetative cover.

Seepage Considerations

The soils encountered near current grades and anticipated to compose new embankments consisted of fine grain-size sand with variable amounts of silt. Moisture-density relationship tests and constant head hydraulic conductivity tests were performed on three composite samples of soils obtained from sets of borings performed within the proposed basin area. Results of the laboratory testing are summarized below and provided in **Exploration Results**.

Geotechnical Engineering Report

Blue Lake Dredging Evaluation – Containment Basin ■ Onawa, Iowa

June 16, 2020 ■ Terracon Project No. 05195212-01



Composite Sample	USCS Soil Classification	Passing No. 200 Sieve (%)	Remolded Dry Density (pcf)	Laboratory Constant Head Hydraulic Conductivity ¹ (cm/sec)
A	Sand, with fines (SP-SM)	12.0	92.8	2.7×10^{-4}
B	Sand, with fines (SP-SM)	8.5	90.9	3.4×10^{-4}
C	Silty Sand (SM)	19.3	91.5	4.4×10^{-4}

1. Laboratory constant head hydraulic conductivity tests were performed on reconstituted soil samples at a series of head pressures and hydraulic gradient ratios over about 2.0.

Infiltration or seepage from the interior base or perimeter sides of the basin should be anticipated as water releases or decants from the hydraulic dredging deposits. We anticipate that the fine-grained dredge sediments would eventually serve as a clay liner, and seepage losses would significantly decrease and primary losses would only occur on exposed sand embankment areas.

Seepage analyses were performed for the proposed embankment cross-section geometry using the computer software “SEEP/W” developed by GEOSLOPE International Ltd. SEEP/W is a finite element software product that models the movement of water and pore-water pressure distribution within soils. The seepage analysis output shows the piezometric line and total head contour lines. A steady-state seepage evaluation was performed considering final sediment levels and planned highest normal water elevation, although the actual conditions would involve more transient levels of water, with some controlled return water to the lake and likely lower pool elevation during the course of placement of dredging deposits and long-term consolidation of the deposits.

The following project specific modeling assumptions and boundary conditions were made when developing our seepage analysis model:

- A total head boundary condition was applied to the surface of the sediment layer with a value of 1,058.5 feet to represent the basin normal water level.
- A potential seepage face was applied along the “down-stream” side of the embankment using the built-in seepage face review in SEEP/W.
- The estimated permeability values for each soil layer were based on our laboratory hydraulic conductivity (permeability) test results, our experience with similar soil types, and published correlations.

The output plots of our seepage analysis run are included in **Exploration Results**. The seepage analysis indicates that seepage may be present near the toe of the embankment if the basin normal water level is maintained at 1,058.5 feet for an extended time; however, we anticipate the water level conditions will be variable and seepage will not occur on a continuous basis near the

toe of embankment. If seepage is found to occur, we anticipate it would be limited in area and the areas could be remediated with placement of additional embankment material to broaden the slope.

SHALLOW FOUNDATIONS

The following design parameters are applicable for shallow foundations for ancillary structures for water resource structures associated with the containment basin.

Spread Footing Foundation Design Recommendations

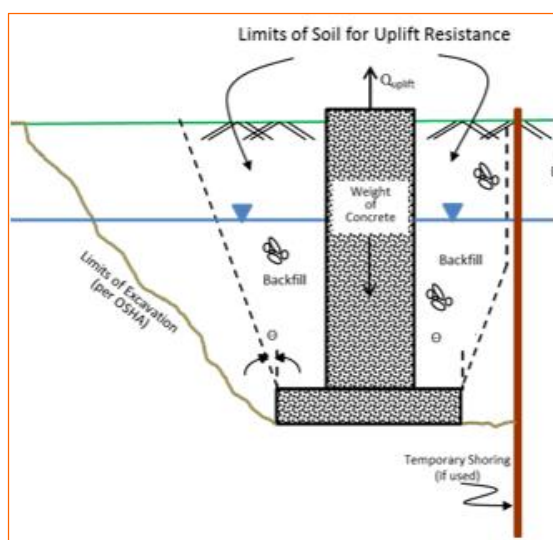
Item	Description
Required bearing materials ¹	<ul style="list-style-type: none"> ■ Sand soils mechanically densified to medium dense condition ■ New structural fill placed during site mass grading ■ Granular structural fill extending to suitable soils (overexcavation and backfill procedure)
Maximum net allowable bearing pressure ²	2,000 psf
Minimum foundation dimensions	<ul style="list-style-type: none"> ■ Column footings or mat pads: 30 inches ■ Continuous footings: 18 inches
Minimum embedment below finished grade ³	<ul style="list-style-type: none"> ■ Exterior footings: 42 inches ■ Interior footings in heated areas: 18 inches
Estimated total settlement ⁴	1 inch or less
Estimated differential settlement ^{4, 5}	About 2/3 of total settlement
Ultimate passive pressure ^{6, 7} (equivalent fluid density)	See Lateral Earth Pressures
Ultimate coefficient of sliding friction ^{6, 7}	

1. Unsuitable or low strength soils should be undercut and replaced according to the recommendations presented in the **Earthwork** section and **Spread Footing Foundation Construction Considerations**.
2. The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. The allowable bearing pressure used for design of the foundations could be increased by 1/3 for use with respect to total dead load plus short-term wind or seismic loads given in Section 1605.3.2 of the IBC.
3. Embedment necessary to minimize the effects of frost and/or seasonal water content variations.
4. Foundation settlement will depend on the variations within the subsurface soil profile, the structural loading conditions, the embedment depth of the footings, the thickness of structural fill, and the quality of the earthwork operations.
5. Frequent control joints in the structure and sufficiently flexible connections are recommended help to accommodate differential settlement across the length of the building.
6. Use of passive earth pressures require the sides of the excavation for the spread footing foundation to be nearly vertical and the concrete placed neat against these vertical faces or that the footing forms be removed and

Item	Description
7.	<p>compacted structural fill be placed against the vertical footing face. Passive resistance in the upper 3½ feet of the soil profile in exterior locations should be neglected due to frost effects.</p> <p>Some horizontal movement of the foundation must occur to mobilize passive and sliding resistance. Should be neglected for foundations subject to net uplift conditions.</p>

Uplift Load Design Parameters

Uplift resistance of spread footings can be developed from the effective weight of the footing and the overlying soils. As illustrated on the subsequent figure, the effective weight of the soil prism defined by diagonal planes extending up from the top of the perimeter of the foundation to the ground surface at an angle, ϕ , of 20 degrees from the vertical can be included in uplift resistance. The maximum allowable uplift capacity should be taken as a sum of the effective weight of soil plus the dead weight of the foundation, divided by an appropriate factor of safety. A maximum total unit weight of 115 pcf should be used for the backfill. This unit weight should be reduced to 55 pcf for portions of the backfill or natural soils below the groundwater or basin water elevation.



Spread Footing Foundation Construction Considerations

As noted in **Earthwork**, the footing excavations should be evaluated under the direction of the Geotechnical Engineer. Forming of footings should be anticipated for excavations in sand soils and areas where over-excavations below footings and replacing with approved structural fill consisting of coarse-grained materials is needed.

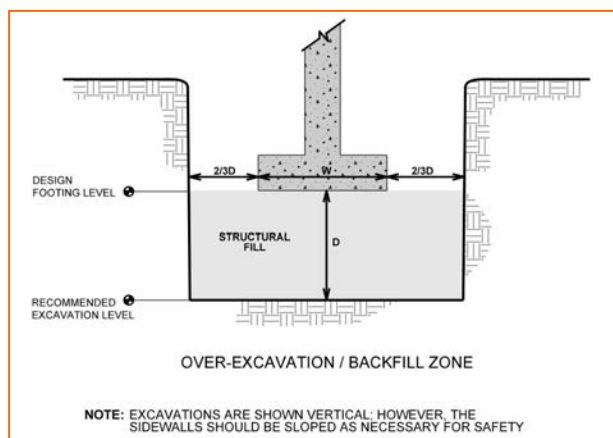
If unsuitable bearing soils (i.e., very loose or low strength native soils) are encountered at the base of the planned footing excavation, corrective measures will be required. If groundwater levels are lowered by dewatering methods to depths of about 2 feet below the base of excavations, it might be possible to utilize a heavy vibratory compactor to improve the condition

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of the exposed bearing soils. Otherwise, an over-excavation of about $\frac{1}{2}$ to 1 foot for placement of relatively coarse, crushed stone aggregate to the bearing surface might be necessary. Where necessary, the footing excavations could be extended deeper to suitable soils and the footings could bear directly on these soils at the lower level, or undercut and widened to allow for structural fill placement below the footings, as shown on the following sketch. Over-excavations should be backfilled up to the footing base elevation with coarse-grained structural fill placed as recommended in the **Earthwork** section.



The base of all foundation excavations should be free of water and loose soil, prior to placing concrete. Concrete should be placed soon after excavating to reduce bearing soil disturbance. Care should be taken to prevent wetting or drying of the bearing materials during construction. Excessively wet or dry material or any loose/disturbed material in the bottom of the footing excavations should be removed/reconditioned before foundation concrete is placed.

LATERAL EARTH PRESSURES

Lateral Earth Pressure Design Recommendations

Reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to values indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, final grades or sloping of ground adjacent to the walls, surcharges, methods of construction and/or compaction and the strength of the materials being restrained. The recommended design lateral earth pressures provided in this section are for cast-in-place, reinforced concrete walls only, and are not applicable to other wall systems (e.g., segmental block, landscaping walls, etc.).

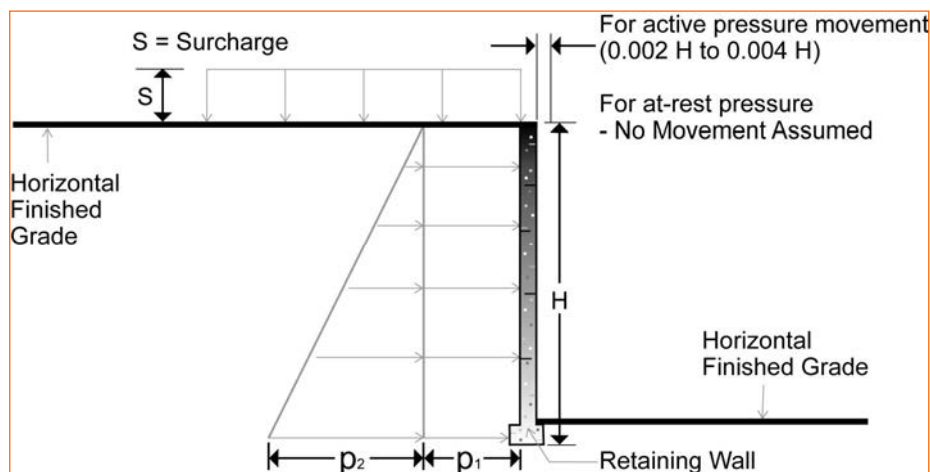
Two wall restraint conditions are provided in the following table. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition is commonly used for design of below grade dock walls and

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other walls restrained from movement and assumes no wall movement. The surcharge component applies where floor loads or other loading will be applied adjacent to the below grade walls. The recommended design lateral earth pressures do not include a factor of safety.



Lateral Earth Pressure Design Parameters				
Earth Pressure Condition ¹	Coefficient for Backfill Type ²	Surcharge Pressure (psf) ^{2, 3, 4}	Effective Fluid Pressures (psf) ^{2, 4, 5, 6}	
			Drained	Undrained
At-Rest (K_o)	Granular: 0.50	(0.50)S	(60)H	(90)H
Active (K_a)	Granular: 0.33	(0.33)S	(40)H	(80)H
Passive (K_p)	Granular: 3.0	---	(330)D	(210)D
Sliding Resistance	Ultimate coefficient of sliding friction for suitable bearing soils: 0.4			

1. For active earth pressure, wall must rotate about base, with top lateral movements 0.002 H to 0.004 H, where H is wall height. For passive earth pressure, wall must move horizontally to mobilize resistance
2. Considers a horizontal ground inclination uphill of the wall, and a horizontal ground inclination downhill of the wall.
3. Uniform surcharge, where S is surcharge pressure.
4. Loading from heavy compaction equipment is not included.
5. No safety factor is included in these values. H value is used for active and at-rest pressure computations from the top of wall. D value (not shown on figure) is used for passive pressure computations and is depth of foundation embedment below lowest grade at base of wall. Passive pressure resistance distribution should consider frost effects as discussed in the **Shallow Foundations** section.
6. In order to achieve “Drained” conditions, follow guidelines in the **Below Grade Walls Subsurface Drainage** section. “Undrained” conditions are recommended when drainage behind walls is not incorporated into the design or where walls will be submerged during flooding events.

Backfill placed against structures should consist of granular soils. If fine-grained soils are planned to be used for backfill adjacent to below grade structures, relatively higher active and at-rest lateral earth pressure values and lower passive resistance pressures would apply.

Below Grade Walls Subsurface Drainage

Reduction of hydrostatic loading on the below grade walls would require that a drainage system is provided; however, we anticipate that suitable outlets for drain systems would not be possible and it is likely that the wall systems will require design using undrained parameters in **Lateral Earth Pressure Design Recommendations**

If a drain system for below grade walls can be developed, we recommend the drainage system be installed to as near as possible to the foundation of the below grade walls. The wall drain system should be designed according to the following table.

Item	Description
<p>Below grade wall subdrain pipe</p>	<ul style="list-style-type: none"> ■ Perforated rigid plastic drain line with a minimum 4-inch diameter. ■ Pipe perforations should be appropriately sized to prevent free-draining granular material from entering the subdrain pipe. ■ Pipe invert should be at least 3½ feet below proposed exterior grade or at the foundation of the wall, whichever is deepest. ■ Subdrain lines should be sloped to provide positive gravity drainage to daylight or to a reliable discharge point (e.g., storm sewer, sump pit and pump, etc.). ■ Pipes should be embedded in at least 4 inches of wall drainage backfill material.
<p>Wall drainage backfill ¹</p>	<ul style="list-style-type: none"> ■ A minimum 2-ft wide section of coarse-grained (granular) fill located above the drain line and adjacent to the walls, consisting of either: ■ IaDOT porous backfill (Section 4131), or ■ Free-draining coarse-grained material encapsulated with non-woven geotextile filter fabric (Contech C60NW or equivalent). ■ The coarse-grained fill should extend to within 2 feet of final grade, where it should be capped with fine-grained structural fill to reduce infiltration of surface water into the subdrain system.

1. As an alternative to free-draining granular fill, a pre-fabricated drainage structure may be used. A pre-fabricated drainage structure is a plastic drainage core or mesh which is covered with filter fabric to prevent soil intrusion, and is fastened to the wall prior to placing backfill.

GENERAL COMMENTS

Our analysis and opinions are based on our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur

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between exploration point locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Terracon should be retained to provide observation and testing services during grading, excavation, foundation construction, and other earth-related construction phases of the project. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our Scope of Services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third party beneficiaries intended. Any third party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance on the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, and cost estimating including, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

The borings for the proposed containment area were designated as follows:

Location	Boring Numbers	Boring Depths (feet)
Containment Basin Area	1 to 16	15½

Boring Layout and Elevations: Terracon evaluated potential boring locations with a “best-fit” overlay of the basin concept plan on a GIS aerial platform and determined approximate coordinates. The locations were staked in the field by Terracon personnel using a handheld GPS device accurate to 20 feet +/- . Several boring locations were offset substantial distances from originally planned locations due to denseness of brush and trees that limited access. The boring locations are shown on the [Exploration Plan](#). Ground surface elevations of the borings were interpreted from the topographic plan developed by Shive-Hattery and some differences in actual elevations could occur due to interpretation and superimposing approximate boring locations of the plan. The coordinates and elevations of the borings are indicated on the boring logs. The locations and elevations of the borings are considered accurate only to the degree implied by the means and methods used to define them.

Subsurface Exploration Procedures: The borings were drilled with an ATV-mounted drilling rig using continuous flight solid-stem and hollow-stem augers. Soil sampling was performed using split-barrel sampling procedures. In the split-barrel sampling procedure, a standard 2-inch outer diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. The samples were placed in appropriate containers and taken to our laboratory for testing.

We observed and recorded groundwater levels during drilling, and left borings open for delayed water level readings following the drilling. The borings were backfilled with auger cuttings after drilling or after delayed water level readings.

The drill crew prepared a field log of each boring to record field data including visual descriptions of the materials encountered during drilling as well as the driller’s interpretation of the subsurface conditions between samples. The boring logs included with this report represent an interpretation of the subsurface conditions at each boring location based on field and laboratory data, and observation of the samples.

Laboratory Testing

The samples were described in the laboratory based on visual observation, texture and plasticity, and the laboratory testing described above. The descriptions of the soils indicated on the boring logs are in general accordance with the General Notes and Unified Soil Classification System (USCS) summarized and included in **Supporting Information**.

Composites of representative soils collected in the upper 5 feet bgs from the following borings were prepared for grain size analysis, standard Proctor and constant head permeability testing. The results of the tests are summarized in the **Basin Construction**.

Composite Sample	Borings	USCS Soil Classification	Gradation Test	Standard Proctor Test	Laboratory Constant Head Hydraulic Conductivity Test
A	1, 5, 6	Sand, with fines (SP-SM)	X	X	X
B	8, 10, 11	Sand, with fines (SP-SM)	X	X	X
C	12, 15, 16	Silty Sand (SM)	X	X	X

Grain size analysis testing was also performed on samples selected from Borings 3, 5, 6, 11 and 15.

The results of the laboratory tests are shown separate graphs and forms in **Exploration Results**, the percent finer than No. 200 sieve results are shown on the boring logs at their corresponding sample depths.

SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location

Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION

Blue Lake Dredging Evaluation – Containment Basin ■ Onawa, Iowa
June 16, 2020 ■ Terracon Project No. 05195212-01



EXPLORATION RESULTS

Contents:

GeoModel

Boring Logs (Borings 1 through 16)

Grain Size Distribution (2 pages)

Moisture Density Relationship (3 pages)

Constant Head Permeability Summary (3 pages)

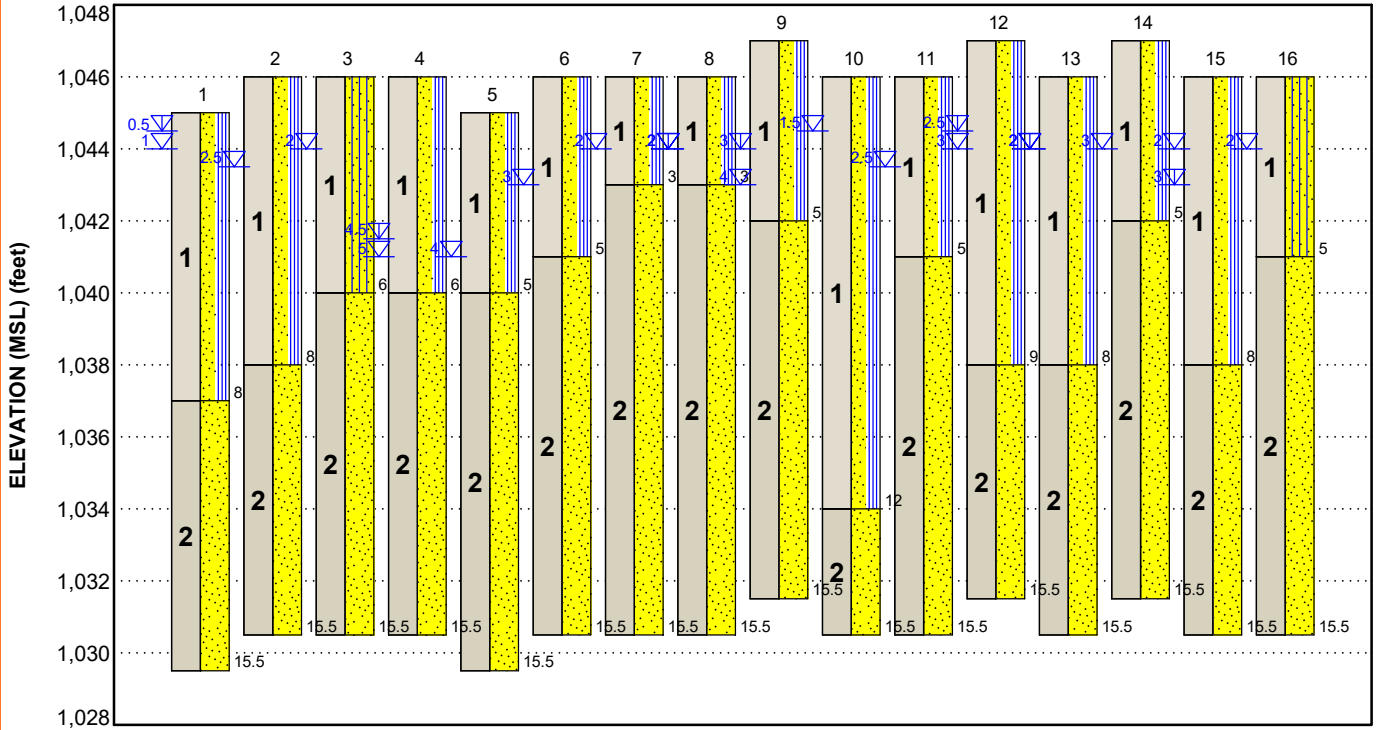
Global Stability Analysis (2 pages)

Seepage Analysis

Note: All attachments are one page unless noted above.

GEOMODEL

Blue Lake Dredging Project ■ Onawa, Iowa
 Terracon Project No. 05195212



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Alluvial Sands with Silt	SAND with fines and SILTY SAND with silt lenses typically in upper 5 to 8 feet. Fine grain sizes. Typically loose with very loose zones in some borings.
2	Alluvial Sand	SAND with trace fines. Fine grain sizes. Typically loose with medium dense or very loose zones in some borings.

LEGEND

- Poorly-graded Sand with Silt
- Poorly-graded Sand
- Silty Sand

- First Water Observation
- Second Water Observation

Groundwater levels are temporal. The levels shown are representative of the date and time of our exploration. Significant changes are possible over time. Water levels shown are as measured during and/or after drilling. In some cases, boring advancement methods mask the presence/absence of groundwater. See individual logs for details.

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project. Numbers adjacent to soil column indicate depth below ground surface.

BORING LOG NO. 1

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0431° Longitude: -96.1733° Approximate Surface Elev.: 1045 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	5	▽	X	18	1-2-2 N=4	1		
			8.0		X	18	3-4-4 N=8	2		
			1037+/-		X	18	1-2-2 N=4	3		
2		<p>SAND (SP), trace fines, fine grained, brown gray, loose</p>	10		X	18	2-4-4 N=8	4		
			15.5		X	18	1-2-2 N=4	5		
		<p>Boring Terminated at 15.5 Feet</p>	15							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- ▽ 1' While drilling
- ▽ 0.5' At completion of drilling



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 2

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0432° Longitude: -96.1727° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p> <p style="text-align: center;">becoming gray</p>	5	▽	X	15	2-2-3 N=5	1		
		8.0								
			5							
			10							
2		<p>SAND (SP), trace fines, fine grained, gray, loose</p>	15							
		15.5								
		1038+/-								
			15							
		1030.5+/-								
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

▽ 2.5' While drilling

☒ Cave in @2'



Boring Started: 04-15-2020

Boring Completed: 04-15-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 4

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.042° Longitude: -96.1729° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p> <p>Silt seams in Sample 2</p>	6.0	5	X	18	2-2-3 N=5	1		
				5	X	18	1-1-2 N=3	2		
2		<p>SAND (SP), trace fines, fine grained, gray, medium dense to loose</p>	15.5	10	X	18	4-9-9 N=18	3		
				10	X	18	1-3-5 N=8	4		
				15	X	18	2-2-4 N=6	5		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- 5' While drilling
- 4.5' At completion of drilling

Cave in @ 5'



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 5

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0422° Longitude: -96.1722° Approximate Surface Elev.: 1045 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 4" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with to trace fines, fine grained, brown to gray brown, loose to medium dense</p>	5.0	1040+/-	X	18	2-1-2 N=3	1		
				▽	X	18	4-6-6 N=12	2		
2		<p>SAND (SP), trace fines, fine grained, brown gray, medium dense to loose</p>		1029.5+/-						
			10		X	18	5-8-9 N=17	3		
			15		X	18	2-4-4 N=8	4		2
			15.5		X	18	1-1-2 N=3	5		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

▽ 4' While drilling

☒ Cave in @ 2.5'



15080 A Cir
Omaha, NE

Boring Started: 04-15-2020

Boring Completed: 04-15-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 6

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0422° Longitude: -96.1695° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	5.0	1041+/-	18	18	1-2-2 N=4	1		
2		<p>SAND (SP), trace fines, fine grained, brown gray, medium dense to loose</p>	15.5	1030.5+/-	18	18	2-2-3 N=5	2		
			10		18	18	3-5-6 N=11	3		1
			15		18	18	2-1-3 N=4	4		
			15.5		18	18	1-1-2 N=3	5		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

3' While drilling

Cave in @ 4'



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 7

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0413° Longitude: -96.1728° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		Approx. 4" CLAYEY SAND , with roots, dark gray SAND (SP-SM) , with fines and silt lenses, fine grained, dark brown, loose	3.0	1043+/-		X	18	1-2-3 N=5	1	
2		SAND (SP) , trace fines, fine grained, brown gray, medium dense to loose becoming medium dense	15.5	1030.5+/-		X	18	3-6-6 N=12	2	
		Boring Terminated at 15.5 Feet				X	18	4-5-3 N=8	3	
						X	18	1-2-3 N=5	4	
						X	18	2-6-5 N=11	5	

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

2' While drilling

Cave in @ 1.5'



15080 A Cir
Omaha, NE

Boring Started: 04-15-2020

Boring Completed: 04-15-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 8

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0415° Longitude: -96.1722° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
1		<p>Approx. 4" CLAYEY SAND, with roots, dark gray SAND (SP-SM), with fines, fine grained, gray brown, loose</p> <p style="text-align: right;">1043+/-</p>	3.0	▽	X	18	1-2-1 N=3	1		
2		<p>SAND (SP), SP - POORLY GRADED SAND, fine grained, brown gray, medium dense</p> <p style="text-align: right;">1030.5+/-</p>	5		X	18	3-5-6 N=11	2		
			10		X	18	6-7-6 N=13	3		
			15		X	18	1-4-7 N=11	4		
			15.5		X	18	2-4-6 N=10	5		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- ▽ 2' While drilling
- ▽ 2' At completion of drilling

☒ Cave In @ 3'



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 9

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0416° Longitude: -96.1698° Approximate Surface Elev.: 1047 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	5.0	1042+/-	X	18	3-4-3 N=7	1		
2		<p>SAND (SP), trace fines, fine grained, brown gray, medium dense to loose</p> <p>very loose in Sample 4</p> <p>becoming medium dense</p>	15.5	1031.5+/-	X	18	5-8-7 N=15	3		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- 4' While drilling
- 3' At completion of drilling

Cave In @ 3.5'



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 10

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0403° Longitude: -96.1731° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	5	18	X	18	2-3-3 N=6	1		
			5	18	X	18	3-2-4 N=6	2		
			10	18	X	18	2-2-3 N=5	3		
			10	18	X	18	1-2-3 N=5	4		
		<p>SAND (SP), trace fines, fine grained, brown gray, loose</p>	15	18	X	18	2-3-4 N=7	5		
		<p>Boring Terminated at 15.5 Feet</p>								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

▽ 1.5' While drilling

☒ Cave in @ 1'



15080 A Cir
Omaha, NE

Boring Started: 04-15-2020

Boring Completed: 04-15-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 12

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0402° Longitude: -96.1705° Approximate Surface Elev.: 1047 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
1		<p>Approx. 12" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	9.0	1038+/-	5	18	1-2-1 N=3	1		
2		<p>SAND (SP), trace fines, fine grained, gray brown, loose</p>	15.5	1031.5+/-	10	18	2-2-2 N=4	4		
		Boring Terminated at 15.5 Feet			15	18	1-2-3 N=5	5		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- 3' While drilling
- 2.5' At completion of drilling
- Cave In @ 3'



Boring Started: 04-15-2020

Boring Completed: 04-15-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL. 05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 13

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 41.0393° Longitude: -96.1712° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 6" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose to very loose</p> <p>Silt lenses in Sample 3</p>	5	▽	X	18	1-1-2 N=3	1		
			8.0		X	18	2-2-1 N=3	2		
			1038+/-		X	18	1-1-1 N=2	3		
2		<p>SAND (SP), trace fines, fine grained, brown gray, very loose to loose</p>	10		X	18	0-0-1 N=1	4		
			15.5		X	18	2-2-6 N=8	5		
		Boring Terminated at 15.5 Feet	1030.5+/-							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- ▽ 2' While drilling
- ▽ 2' At completion of drilling
- ☒ Cave In @ 3'



Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 14

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0391° Longitude: -96.1727° Approximate Surface Elev.: 1047 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
1		<p>Approx. 2" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose to very loose</p>	5.0	1042+/-	X	18	2-3-3 N=6	1		
2		<p>SAND (SP), trace fines, fine grained, brown gray, loose</p>	15.5	1031.5+/-	X	18	2-1-1 N=2	2		
		<p>SAND (SP), trace fines, fine grained, brown gray, loose</p>			X	18	2-3-3 N=6	3		
					X	18	1-3-4 N=7	4		
					X	18	2-2-3 N=5	5		
		Boring Terminated at 15.5 Feet								

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (If any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

3' While drilling

Cave in @ 2.5'



15080 A Cir
Omaha, NE

Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

BORING LOG NO. 15

PROJECT: Blue Lake Dredging Project

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

SITE: Highway 175
Onawa, Iowa

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 42.0389° Longitude: -96.1715° Approximate Surface Elev.: 1046 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	SAMPLE NO.	WATER CONTENT (%)	PERCENT FINES
		DEPTH								
1		<p>Approx. 3" CLAYEY SAND, with roots, dark gray</p> <p>SAND (SP-SM), with fines, fine grained, gray brown, loose</p>	5	18	X	18	1-2-2 N=4	1		
			8.0							
2		<p>SAND (SP), trace fines, fine grained, gray, loose to very loose</p>	10	18	X	18	2-4-5 N=9	3		3
			15.5							
		<p>Boring Terminated at 15.5 Feet</p>	15	18	X	18	1-1-1 N=2	5		

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
0-14' - Power Auger

See [Exploration and Testing Procedures](#) for a description of field and laboratory procedures used and additional data (if any).

Notes:

Bulk sample obtained at depth of 0-5 feet

Abandonment Method:
Boring backfilled with auger cuttings upon completion.

See [Supporting Information](#) for explanation of symbols and abbreviations.

Elevations were interpolated from a topographic site plan.

WATER LEVEL OBSERVATIONS

- 2' While drilling
- 3' At completion of drilling

Cave in @ 2.5'



15080 A Cir
Omaha, NE

Boring Started: 04-16-2020

Boring Completed: 04-16-2020

Drill Rig: 709

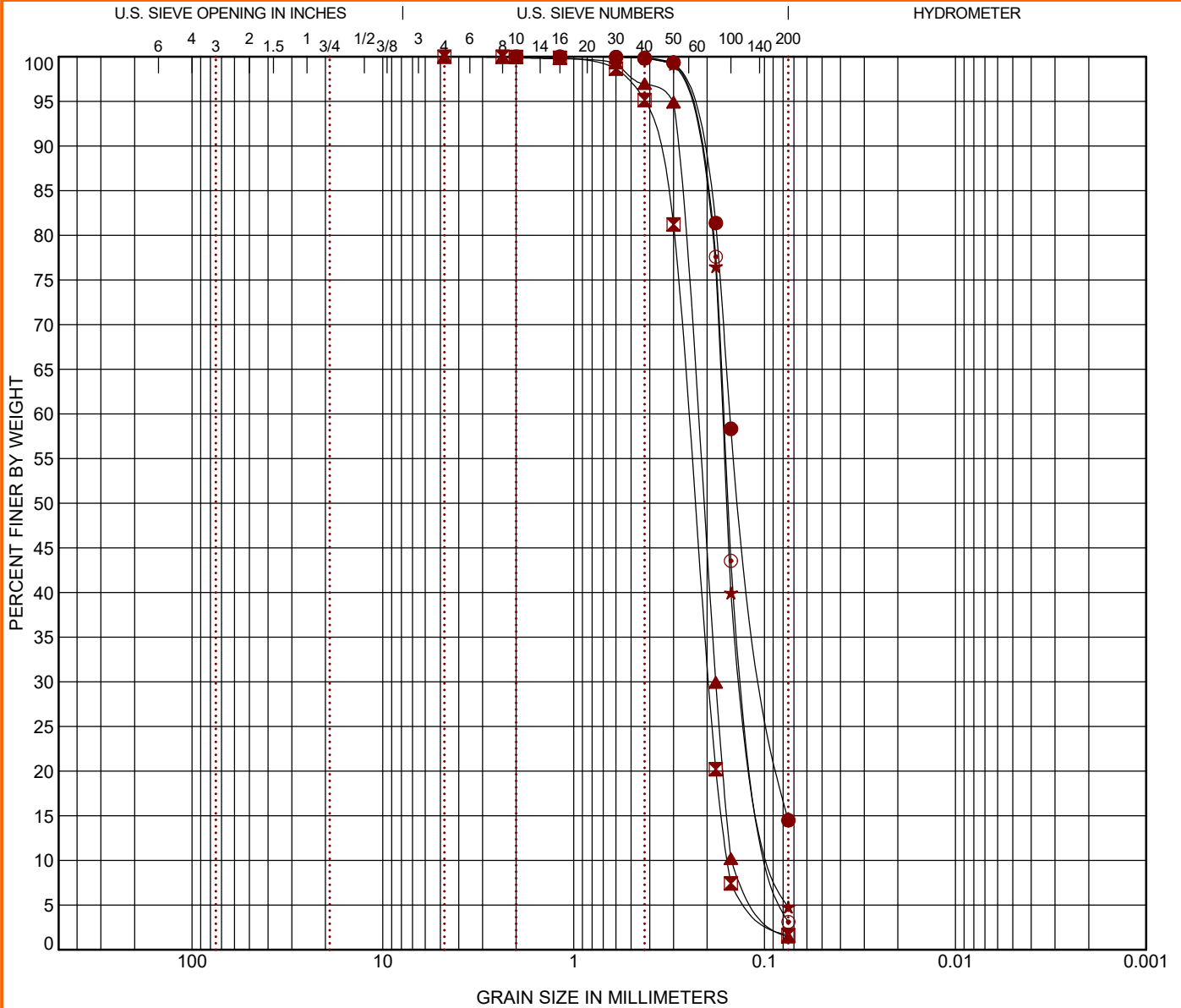
Driller: SK

Project No.: 05195212

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	WC (%)	LL	PL	PI	Cc	Cu
● 3	3 - 4.5	SILTY SAND, fine grained (SM)						
☒ 5	9 - 10.5	SAND, trace fines, fine grained (SP)					0.98	1.61
▲ 6	9 - 10.5	SAND, trace fines, fine grained (SP)					0.96	1.54
★ 11	9 - 10.5	SAND, trace fines, fine grained (SP)					1.10	1.99
⊙ 15	9 - 10.5	SAND, trace fines, fine grained (SP)					1.02	1.94

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Cobbles	%Gravel	%Sand	%Silt	%Fines	%Clay
● 3	3 - 4.5	2	0.152	0.096		0.0	0.0	85.5		14.5	
☒ 5	9 - 10.5	4.75	0.251	0.195	0.156	0.0	0.0	98.4		1.6	
▲ 6	9 - 10.5	4.75	0.228	0.18	0.148	0.0	0.0	98.6		1.4	
★ 11	9 - 10.5	2	0.166	0.123	0.083	0.0	0.0	95.2		4.8	
⊙ 15	9 - 10.5	1.18	0.164	0.119	0.084	0.0	0.0	96.9		3.1	

PROJECT: Blue Lake Dredging Project



15080 A Cir
Omaha, NE

PROJECT NUMBER: 05195212

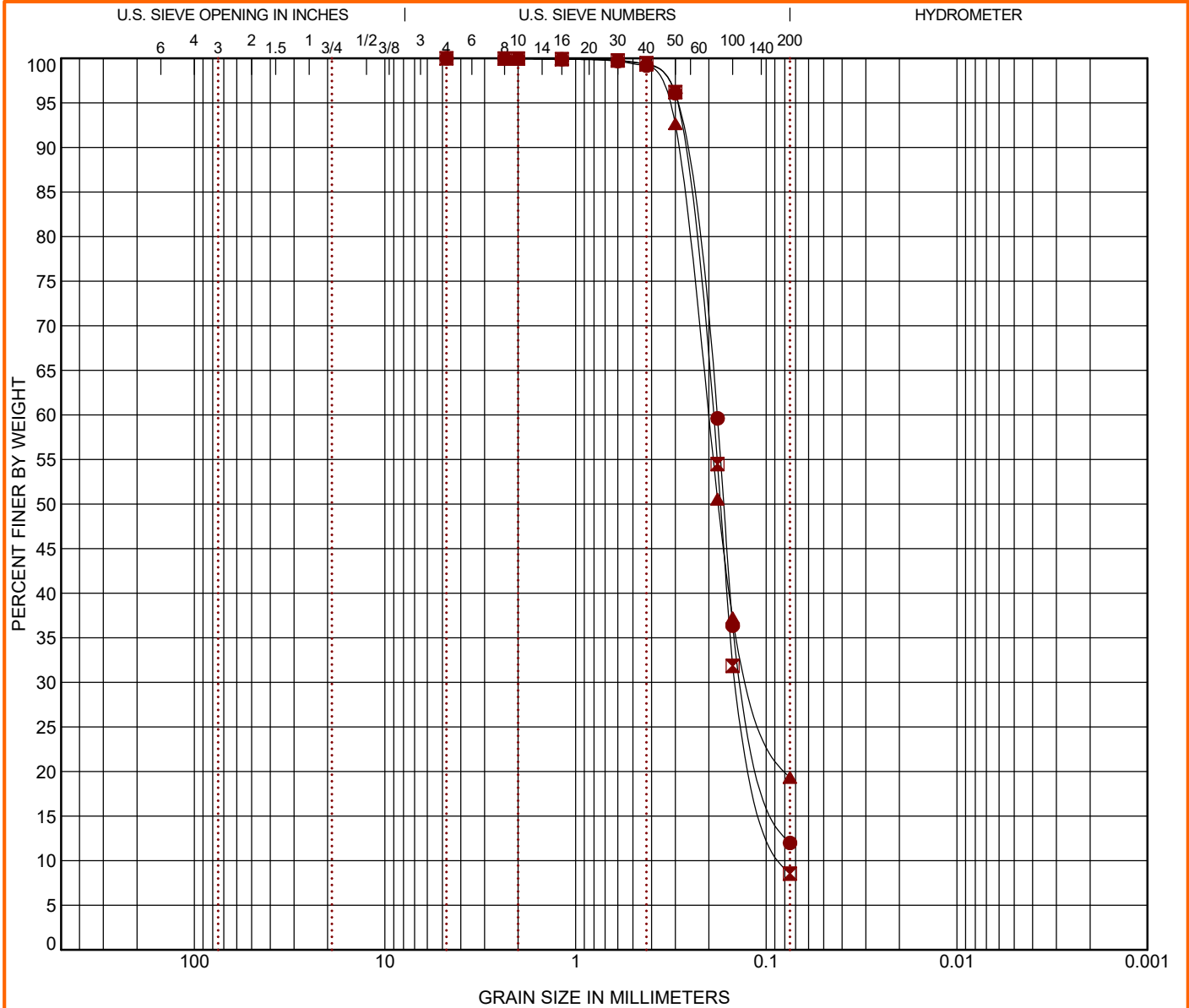
SITE: Highway 175
Onawa, Iowa

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS-2 05195212 BLUE LAKE DREDGING PROJ TERRACON_DATATEMPLATE.GDT 4/29/20

GRAIN SIZE DISTRIBUTION

ASTM D422 / ASTM C136



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Boring ID	Depth	USCS Classification	WC (%)	LL	PL	PI	Cc	Cu
● Composite A	0	SAND, with fines, fine grained (SP-SM)					1.22	2.55
☒ Composite B	0	SAND, with fines, fine grained (SP-SM)					1.34	2.46
▲ Composite C	0	SILTY SAND, fine grained (SM)						

Boring ID	Depth	D ₁₀₀	D ₆₀	D ₃₀	D ₁₀	%Cobbles	%Gravel	%Sand	%Silt	%Fines	%Clay
● Composite A	0	4.75	0.181	0.125		0.0	0.0	88.0		12.0	
☒ Composite B	0	4.75	0.193	0.142	0.078	0.0	0.0	91.5		8.5	
▲ Composite C	0	2.36	0.202	0.113		0.0	0.0	80.7		19.3	

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GRAIN SIZE: USCS-2 05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20

PROJECT: Blue Lake Dredging Project

SITE: Highway 175
Onawa, Iowa



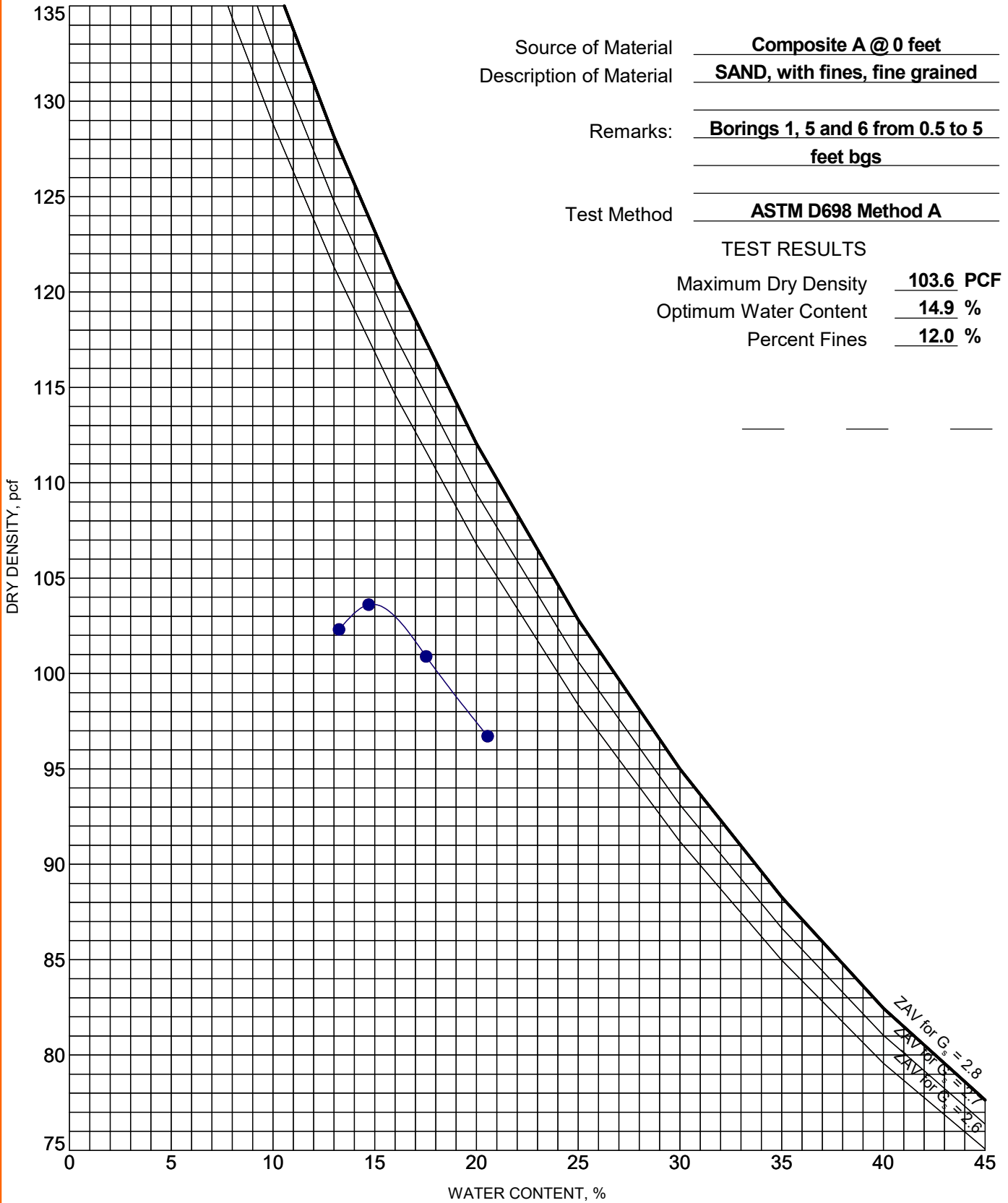
PROJECT NUMBER: 05195212

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTION - V2 05195212 BLUE LAKE DREDGIN.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20



Source of Material Composite A @ 0 feet
 Description of Material SAND, with fines, fine grained
 Remarks: Borings 1, 5 and 6 from 0.5 to 5 feet bgs
 Test Method ASTM D698 Method A

PROJECT: Blue Lake Dredging Project

SITE: Highway 175
Onawa, Iowa



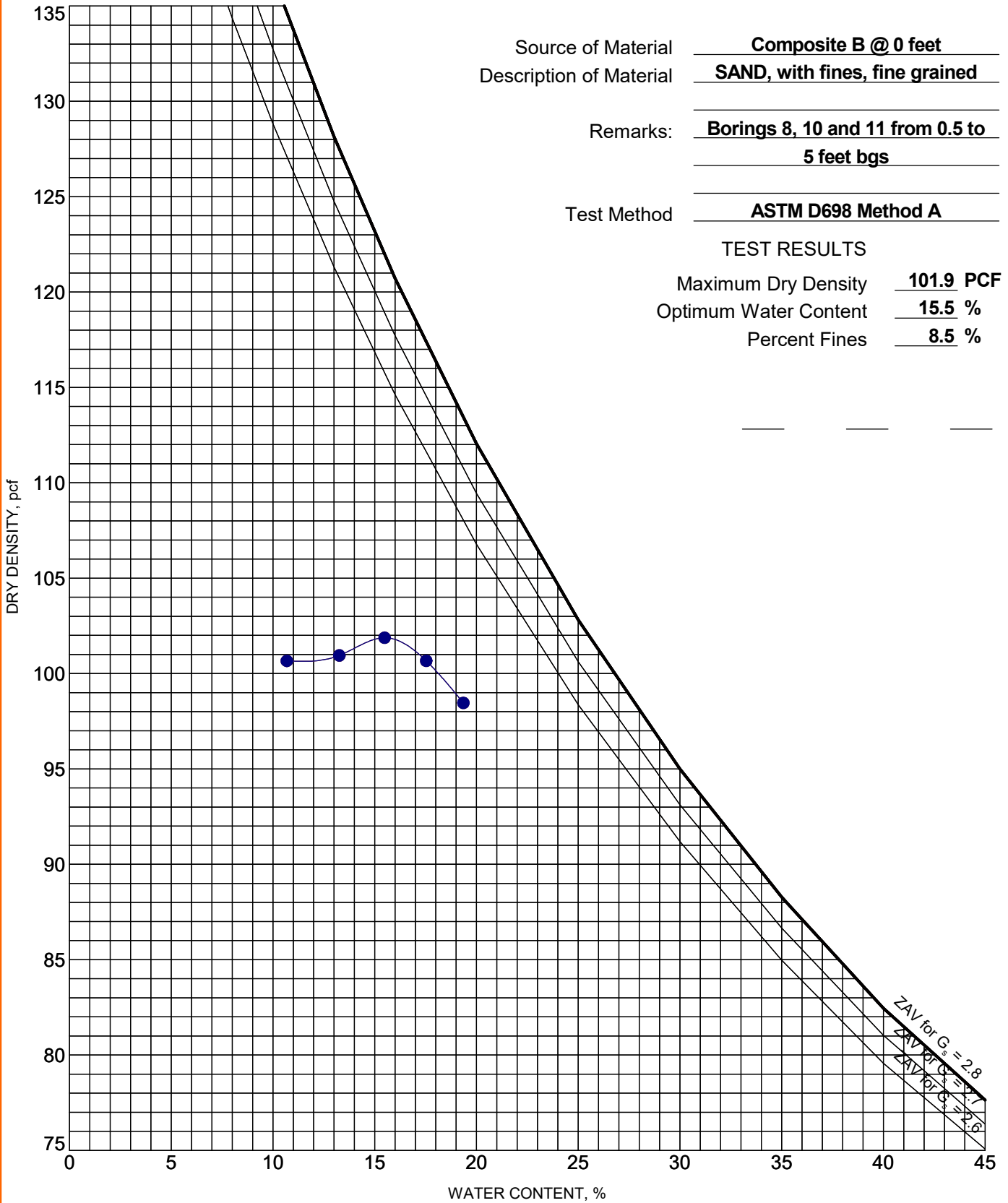
PROJECT NUMBER: 05195212

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTION - V2 05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20



Source of Material Composite B @ 0 feet
 Description of Material SAND, with fines, fine grained
 Remarks: Borings 8, 10 and 11 from 0.5 to 5 feet bgs
 Test Method ASTM D698 Method A

TEST RESULTS

Maximum Dry Density 101.9 PCF
 Optimum Water Content 15.5 %
 Percent Fines 8.5 %

PROJECT: Blue Lake Dredging Project

SITE: Highway 175
Onawa, Iowa

Terracon
15080 A Cir
Omaha, NE

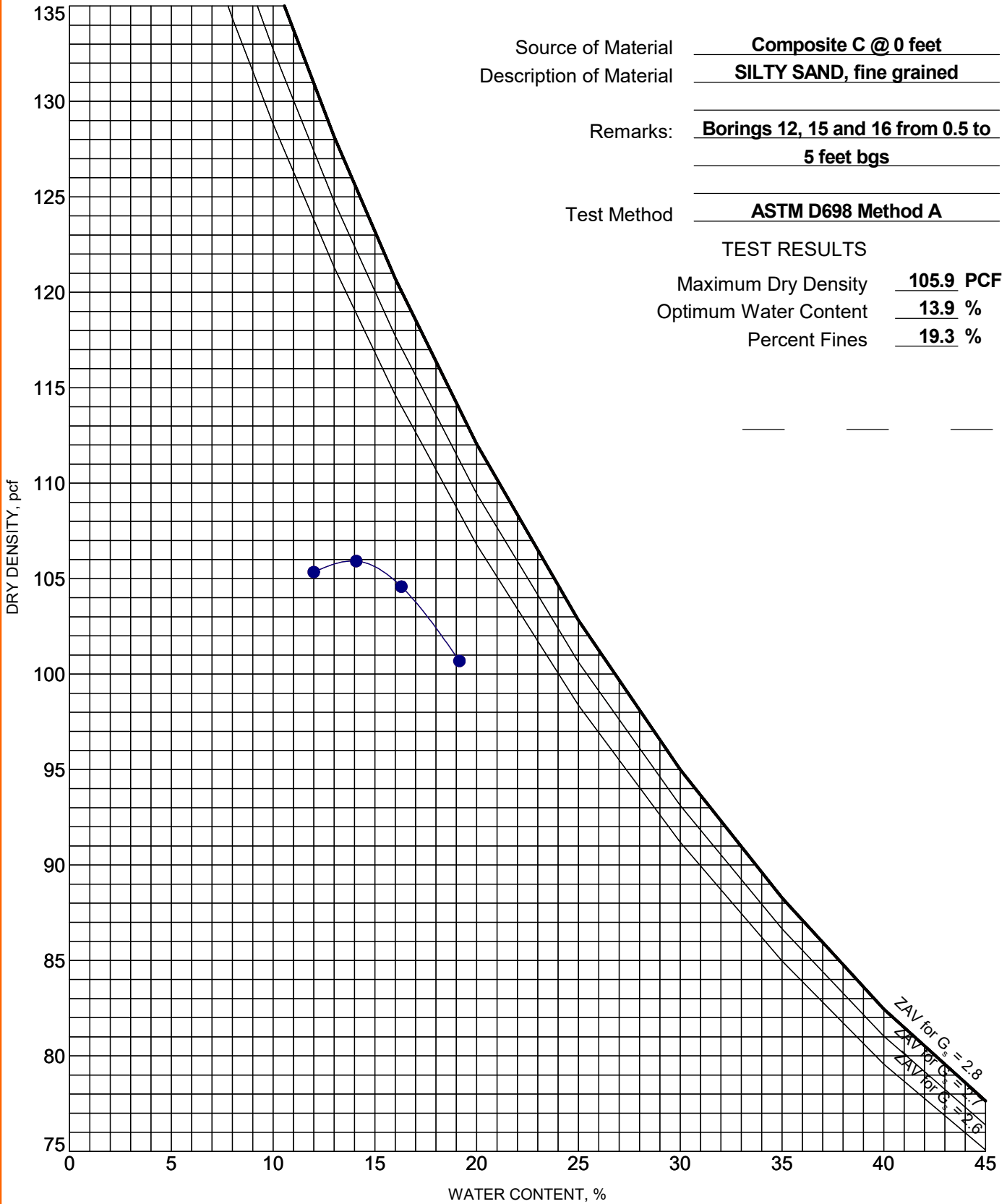
PROJECT NUMBER: 05195212

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa

MOISTURE-DENSITY RELATIONSHIP

ASTM D698/D1557

LABORATORY TESTS ARE NOT VALID IF SEPARATED FROM ORIGINAL REPORT. COMPACTION - V2 05195212 BLUE LAKE DREDGING.GPJ TERRACON_DATATEMPLATE.GDT 4/29/20



PROJECT: Blue Lake Dredging Project

SITE: Highway 175
Onawa, Iowa



PROJECT NUMBER: 05195212

CLIENT: Shive-Hattery Inc
West Des Moines, Iowa



Permeability of Granular Soils
(Constant Head)
ASTM D 2434

PROJECT NO.: 05195212
PROJECT: Blue Lake Dredging Evaluation
DATE: 5/6/2020

SUMMARY OF TEST RESULTS

BORING/SOURCE -
SAMPLE NO. Composite A
DEPTH (ft) 0-5
CLASSIFICATION Brown Silty Fine Sand (SM)

DRY UNIT WEIGHT (pcf)	92.8
WATER CONTENT (%)	14.4
DIAMETER (cm)	5.18
LENGTH (cm)	12.11
VOID RATIO	0.796
AVERAGE PERMEABILITY k (cm/sec)	2.67E-04



Permeability of Granular Soils
(Constant Head)
ASTM D 2434

PROJECT NO.: 05195212
PROJECT: Blue Lake Dredging Evaluation
DATE: 5/6/2020

SUMMARY OF TEST RESULTS

BORING/SOURCE -
SAMPLE NO. Composite B
DEPTH (ft) 0-5
CLASSIFICATION Brown Silty Fine Sand (SM)

DRY UNIT WEIGHT (pcf)	90.9
WATER CONTENT (%)	12.8
DIAMETER (cm)	5.18
LENGTH (cm)	12.42
VOID RATIO	0.833
AVERAGE PERMEABILITY k (cm/sec)	3.39E-04



Permeability of Granular Soils
(Constant Head)
ASTM D 2434

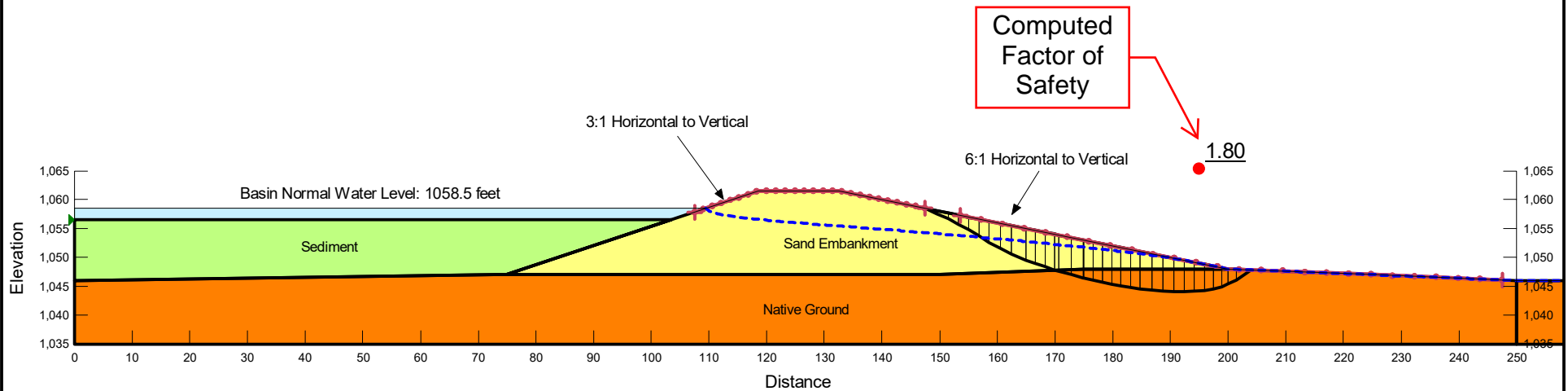
PROJECT NO.: 05195212
PROJECT: Blue Lake Dredging Evaluation
DATE: 5/6/2020

SUMMARY OF TEST RESULTS

BORING/SOURCE -
SAMPLE NO. Composite C
DEPTH (ft) 0-5
CLASSIFICATION Brown Silty Fine Sand (SM)

DRY UNIT WEIGHT (pcf)	91.5
WATER CONTENT (%)	13.8
DIAMETER (cm)	5.18
LENGTH (cm)	12.27
VOID RATIO	0.820
AVERAGE PERMEABILITY k (cm/sec)	4.37E-04

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)	Phi-B (°)
Orange	Native Ground	110	0	30	0
Yellow	Sand Embankment	115	0	30	0
Light Green	Sediment	90	50	10	0



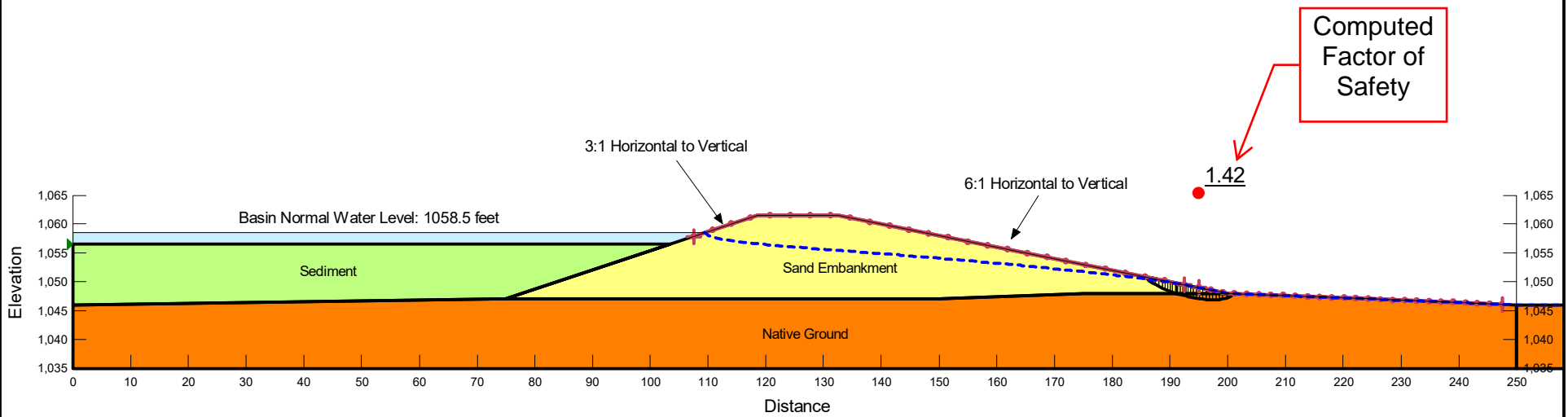
Global Slope Stability Analysis

Blue Lake Dredging Containment Basin

06/12/20

Terracon Project No. 05195212

Color	Name	Unit Weight (pcf)	Cohesion' (psf)	Phi' (°)	Phi-B (°)
Orange	Native Ground	110	0	30	0
Yellow	Sand Embankment	115	0	30	0
Light Green	Sediment	90	50	10	0



Global Slope Stability Analysis

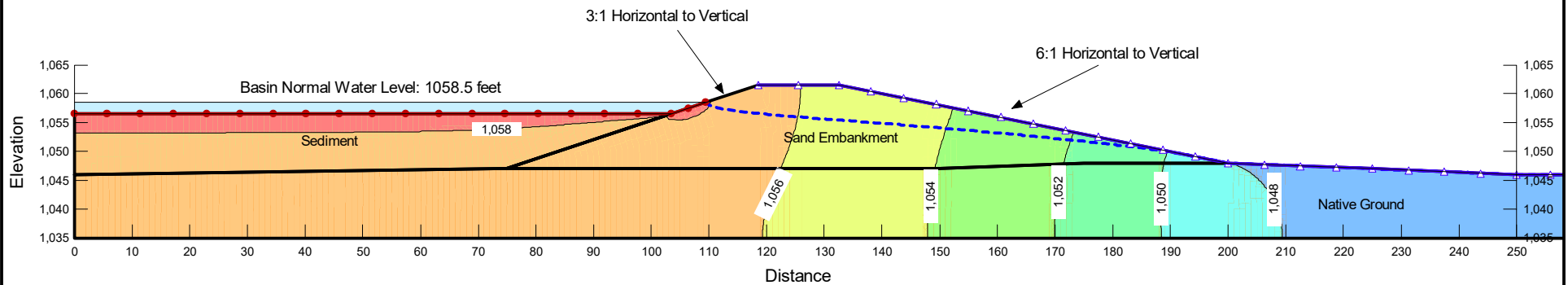
Blue Lake Dredging Containment Basin

06/12/20

Terracon Project No. 05195212

Color	Name	Kind	Parameters
■	Basin Normal Water Level	Water Total Head	1,058.5 ft
■	Drainage Face	Water Rate	0 ft ³ /sec

Color	Name	Sat Kx (ft/sec)	Ky'/Kx' Ratio
■	Native Ground	0.0008	0.5
■	Sand Embankment	0.0008	0.5
■	Sediment	5e-08	0.2



Steady-State Seepage Analysis

Blue Lake Dredging Containment Basin

06/12/20

Terracon Project No. 05195212

SUPPORTING INFORMATION

Contents:

General Notes

Unified Soil Classification System






Note: All attachments are one page unless noted above.

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

Blue Lake Dredging Project ■ Onawa, Iowa

Terracon Project No. 05195212

SAMPLING	WATER LEVEL	FIELD TESTS
 Standard Penetration Test	<p>  Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered </p> <p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>	<p> N Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer UC Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer </p>

DESCRIPTIVE SOIL CLASSIFICATION
<p>Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.</p>

LOCATION AND ELEVATION NOTES
<p>Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.</p>

STRENGTH TERMS				
RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (tsf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 0.25	0 - 1
Loose	4 - 9	Soft	0.25 to 0.50	2 - 4
Medium Dense	10 - 29	Medium Stiff	0.50 to 1.00	4 - 8
Dense	30 - 50	Stiff	1.00 to 2.00	8 - 15
Very Dense	> 50	Very Stiff	2.00 to 4.00	15 - 30
		Hard	> 4.00	> 30

RELEVANCE OF SOIL BORING LOG
<p>The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.</p>

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification			
				Group Symbol	Group Name ^B		
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F		
			$Cu < 4$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F		
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}		
			Fines classify as CL or CH	GC	Clayey gravel ^{F, G, H}		
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I		
			$Cu < 6$ and/or $[Cc < 1 \text{ or } Cc > 3.0]$ ^E	SP	Poorly graded sand ^I		
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G, H, I}		
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}		
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line	CL	Lean clay ^{K, L, M}		
			$PI < 4$ or plots below "A" line ^J	ML	Silt ^{K, L, M}		
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}	
			Liquid limit - not dried			Organic silt ^{K, L, M, O}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}		
			PI plots below "A" line	MH	Elastic Silt ^{K, L, M}		
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}	
			Liquid limit - not dried			Organic silt ^{K, L, M, Q}	
		Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains ³ 15% sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains ³ 15% gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains ³ 30% plus No. 200 predominantly sand, add "sandy" to group name.

^M If soil contains ³ 30% plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.

