

IOWA DEPARTMENT OF NATURAL RESOURCES

# PROJECT MANUAL



**WATERLOO CREEK WMA**

**STREAM BANK & FLOOD PLAIN RESTORATION**

**ALLAMAKEE 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*

**IOWA DEPARTMENT OF NATURAL RESOURCES**

**ENGINEERING BUREAU**

**502 E 9<sup>TH</sup> ST**

**DES MOINES IA 50319-0034**

**PROJECT NO. 23-03-03-02**

Obtain complete sets of contract documents including Drawings, Specification, bid documents, bidders' list in electronic format at: [www.beelineandblue.com](http://www.beelineandblue.com)

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## Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources, at the Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, IA, 50319-0034, or via email at [constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov) until **11:00am, January 18, 2024** for the public improvement projects listed below, at which time they will be opened publicly. After the bid opening, bid results may be obtained by visiting the Department's website at <https://programs.iowadnr.gov/engreal/projectlist.asp>. In addition to attending the bid opening in person, interested parties may also call in to the following number to listen to the bid opening:

Conference call number: +1 (240) 623-0919  
PIN: 683-750-293#

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.

**Sealed bids sent via email must be sent to [constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov)** When emailing bid documents, the subject line of the email must state the following: Project Number, Project Name, and Bid Letting Date. Please ensure the first page of the emailed attachment, or first of multiple attachments, is the bid proposal. **No bids shall be accepted via FAX.**

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

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](http://www.beelineandblue.com) or contact (515) 244-1611 for more information. Alternatively, Bid Documents can be viewed or printed online at <https://programs.iowadnr.gov/engreal/projectlist.asp>

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

Each bidder shall accompany the bid with a bid security as defined in Iowa code section 26.8. Copies of the bid security will be accepted for those bidders submitting bids electronically. Additionally, the submission of an electronic bid security in the form of a certified check, cashier's check, or money order, the original security must be mailed to the Department at the Wallace State Office Building, 502 East 9<sup>th</sup> Street, Des Moines, IA 50319 within (5) business days after the bid letting date. The bid security must be in an amount set forth in the bidding documents and made payable to the Iowa Department of Natural Resources. Failure to execute a contract for the proposed work and file an acceptable Performance Bond, in an amount equal to 100% of the contract price and a certificate of liability insurance, within thirty (30) days of the date of the award of the contract, will be just and sufficient cause for the rescinding of the award and the forfeiture of the bid security.

## SPECIAL NOTICE TO CONTRACTORS

Contractor is responsible for contacting State Stormwater program coordinator (515-217-0875) for information relating to stormwater permit that is necessary if construction activities disturb one acre or more.

**Project Estimate: \$170,000**

**Funding Source: Other and REAP Land Mangement**

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

Heath Delzell  
Project Manager  
Wallace State Office Building  
502 E 9<sup>th</sup> St  
Des Moines, Iowa 50319-0034  
Phone: (515) 979-0104  
Fax: (515) 725-8202  
Heath.delzell@dnr.iowa.gov

**Direct questions concerning Site Review and Project Inspection to:**

Ken Howe  
District Engineer  
Phone: (319) 240-3553  
Kenneth.howe@dnr.iowa.gov

**Direct questions concerning Bidding and Contract Procedures to:**

Stephanie Graham, Procurement Agent 3  
Wallace State Office Building  
502 E 9<sup>th</sup> St  
Des Moines, Iowa 50319-0034  
Phone: (515) 344-0055  
stephanie.graham@dnr.iowa.gov

**In accordance with Iowa Code Section 423, 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 in Iowa Administrative Rules Chapter 701-219. Additional guidance for contractors can be found at <https://tax.iowa.gov/>, the Iowa Department of Revenue Web site.***

Recorded bid results can be accessed at <https://programs.iowadnr.gov/engreal/projectlist.asp>.

Time and Date of Letting **11:00 AM, January 18, 2024**

**PROPOSAL**

Project Description and Location

Project No. **23-03-03-02**

**STREAM BANK & FLOOD PLAIN RESTORATION  
WATERLOO CREEK WMA  
ALLAMAKEE 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
\$12,500.00	August 30, 2024	N/A	\$1,000.00

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

**STREAM BANK & FLOOD PLAIN RESTORATION, WATERLOO CREEK WMA, ALLAMAKEE 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 Lump Sum		
<b>Base Bid Total</b>				
<b>Alternate #1</b>				
2	Excavation Class 10 Spoil	3,280 C.Y		
3	Class E Revetment	835 Tons		
4	Boulders	44 Each		
5	Macadam Stone	10 Tons		
6	Rolled Erosion Control Fabric	3,587 S.Y		
7	Seeding, Fertilizing and Mulching	2 Acre		
<b>Alternate #1 Total</b>				
<b>Alternate #2</b>				
8	Excavation Class 10 Spoil	751 C.Y		
9	Class E Revetment	215 Tons		
10	Boulders	48 Each		
11	Macadam Stone	15 Tons		
12	Rolled Erosion Control Fabric	907 S.Y		
13	Seeding, Fertilizing and Mulching	1 Acre		
<b>Alternate #2 Total</b>				

Bidder Acknowledges Receipt Of Any Issued Addenda (Number and Date):		

**Subcontractor Information**

Name	Iowa Contractor Registration Number





United State Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters  
EPA Form 5700-49 (11-83)**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agencies.
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

\_\_\_\_\_  
Type Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

I am unable to certify to the above statements. My explanation is attached.

**Instructions**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, of a sub agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

**Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification of explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

**How To Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40) CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractors, who, in turn may reproduce and provide them to prospective subcontractors.

**Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
US Environmental Protection Agency  
401 M St SW  
Washington DC 20460  
(Telephone: 202-475-8025)

## **EPA Region VII Procedures for Implementation of 40 CFR Part 33.240 (Minority Business Enterprise/Women's Business Enterprise)**

The following information must be contained in solicitation documents for construction contracts and engineering agreements pursuant to 40 CFR Part 33.240)

Each bidder/offeror must fully comply with the requirements, terms, and conditions of EPA's policy to award a fair share of sub agreements to minority and women's businesses. The bidder/offeror commits itself to taking affirmative steps contained herein. Bidders/offerors will take affirmative steps prior to submission of bid/proposal.

### Affirmative Steps

- A. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
- B. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
  1. Sending letters or making other personal contacts with MBEs and WBEs, (e. g. those whose name appear on lists prepared by EPA or the grantee and other MBE/WBEs known to the bidder/offeror.) MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - a. Specific description of the work to be subcontracted;
    - b. How and where to obtain a copy of the drawings and specifications or other detailed information needed to prepare a detailed price quotation;
    - c. Date the quotation is due to the bidder/offeror;
    - d. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  2. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
- C. Where feasible, establishing delivery schedules which will encourage participation by MBE and WBEs.

### Determination of Compliance

It is to be noted that bidders/offerors must demonstrate compliance with MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBE/WBEs expected to perform the work;
2. Work to be performed by MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies and associations which serve MBE/WBEs, including names of organizations, agencies and associations and dates of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i. e. equipment or material supplier, excavator, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

All bidders/offerors should complete the Minority and Women's Business Enterprise Utilization Worksheet and submit to the grantee prior to contract award.

(Grantee may establish alternative methods of compliance equivalent to or more stringent than the above.)

**MINORITY, WOMEN'S AND SMALL RURAL BUSINESS ENTERPRISE WORKSHEET**

Grant Applicant: \_\_\_\_\_ Project No.: \_\_\_\_\_

Contractor/Engineer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ MBE Percentage: \_\_\_\_\_ WBE Percentage: \_\_\_\_\_

1. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

2. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

3. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

4. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

5. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Prepared By \_\_\_\_\_

Telephone No. \_\_\_\_\_

Date \_\_\_\_\_

# GUIDANCE FOR MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE REQUIREMENT OF 40 CFR 31.36(e)

## I. PURPOSE

This guidance is to assist States, EPA assistance recipients, prime contractors, consultants, minority business owners and women's business owners in complying with EPA's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) requirements in the Agency's procurement regulations, 40 CFR Part 31. This guidance provides suggestions for carrying out the affirmative steps included in EPA procurement regulations. Also included is a description of activities to be undertaken by EPA or delegated States, as well as suggestions for MBE/WBEs to take in pursuing opportunities for work in EPA-funded projects.

## II. DEFINITIONS

A. Minority Business Enterprise (MBE): A minority business enterprise is a business which is

1. certified as socially and economically disadvantaged by the Small Business Administration;
2. certified as a minority business enterprise by a State or Federal agency; or
3. an independent business concern which is at least 51 percent owned and controlled (as defined below) by minority group member(s). A minority group member is an individual who is a citizen of the United States and one of the following:
  - a. Black American
  - b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
  - c. Native American (American Indian, Eskimo, Aleut, native Hawaiian)
  - d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the US Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian Subcontinent)

B. Women's Business Enterprise (WBE): A women's business enterprise is a business which is certified as such by a State or Federal agency, or which meets the following definition:

A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

C. Ownership and Control:

1. The minority of women's ownership's interest in the firm must be real, substantial and continuing. Such interest may include:
  - a. risk of loss/share of profit commensurate with the proportional ownership; and
  - b. receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
2. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
  - a. authority to sign contracts;
  - b. making decisions in price negotiations;
  - c. incurring liabilities for the firm;
  - d. making final staffing decisions;

- e. policy-making; and
- f. making general company management decisions.

3. Only those firms performing a useful business function according to custom and practice in the industry are qualified as MBEs or WBEs. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project the project does not constitute a “useful business function according to custom and practice in the industry.”

D. Recipient: A party receiving federal financial assistance under an EPA program pursuant to a grant or cooperative agreement.

E. Project: The scope of work from which a cooperative agreement, grant or grant amendment is awarded.

F. Bidder: A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

G. Offeror: A party seeking to obtain a contract with a recipient through a negotiated procurement process.

### III. RESPONSIBILITIES

#### A. Headquarters.

1. The office in charge of the assistance program (program office) has primary responsibility for implementation of the MBE/WBE program, in cooperation with the Office of Small and Disadvantaged Business Utilization (OSDBU).
2. OSBDU is responsible for serving as the Agency focal point for inquiries on the MBE/WBE program, providing explanation of the program and guidance to MBEs and WBEs interested in working on EPA funded projects.

#### B. Regional Responsibilities.

1. Provide guidance and advice to recipients as requested.
2. Maintain lists of those MBE and WBE firms which have participated in EPA funded projects. The Region may also add MBEs and WBEs requesting to be included on source lists. Such lists are for information purposes only, and shall carry a clear and prominent statement that the firms listed are neither endorsed nor guaranteed by EPA as bona fide MBE/WBEs. It is not necessary to be on any list in order to qualify as a bona fide MBE/WBE.
3. Monitor recipients for compliance with MBE/WBE requirements and for determining levels of MBE/WBE participation.

### IV. RECIPIENT RESPONSIBILITIES

- A. The recipient shall take affirmative steps to contract with MBEs and WBEs and ensure that its contractors and consultants take affirmative steps to contract with MBEs and WBEs during all phases of work funded or to be funded under an EPA assistance agreement. The recipient’s affirmative steps as defined in EPA procurement regulations are the following:
1. When feasible, dividing the total work to be contracted into smaller tasks in the solicitation documents to permit maximum MBE/WBE participation.
  2. Placing qualified MBEs and WBEs on solicitation lists of EPA Regional Offices and appropriate minority/women’s business associations and agencies.
  3. Assuring that MBEs and WBEs are solicited whenever they are potential sources of service and supplies, for example, by:
    - a. Holding pre-bid conferences, with interested MBEs and WBEs in attendance when possible, to highlight the requirements of this program to prospective bidders;

- b. Including this MBE/WBE interim guidance in requests for proposals (RFP) and invitations for bid (IFB);
  - c. Publishing announcements of MBE/WBE opportunities for work on EPA funded projects;
  - d. Developing a source list of MBE/WBEs and providing its list to prospective bidders/offerors;
4. The recipient may wish to engage a MBE/WBE liaison to compile the list.
  5. The recipient may wish to use available lists such as those of the EPA Regional Office, adjacent municipalities, appropriate minority/women associations. Names of these agencies with address and phone number should also be included on the recipient's source list.
    - a. Providing necessary and appropriate liaison services between MBE/ WBEs and prospective bidders/offerors. (Liaison service should not be delegated to consultants where a potential for conflict of interest exists.)
  6. When project requirements permit, establishing delivery schedules which encourage participation of MBE/WBEs.
  7. Using the services and assistance of the Small Business Administration (SBA), the Minority Business Development Agency (MBDA), and other federal, State and local agencies when appropriate.
- B. Unless otherwise provided in the specifications, compliance with the MBE/WBE requirement in the regulations is a matter of bidder/offeror responsibility.
  - C. The recipient is responsible for monitoring work in progress to ensure that MBE and WBE subcontractors and joint venturers are actually participating in the performance of the subcontract or joint venture contract and to insure that the consultant/contractor is fulfilling its obligations with respect to MBE/WBE requirements under the contract.
  - D. As part of the documentation required under 40 CFR 31.36(b)(9), the recipient shall maintain and update records of MBE/WBE participation and supply data to the delegated State when requested. Such records may include:
    1. Name of MBE/WBEs being utilized;
    2. Work designated to be performed by MBE/WBE;
    3. Dollar value of that work;
    4. Portion of project being performed by MBEs and WBEs.

## V. BIDDER AND OFFEROR RESPONSIBILITIES

- A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerors shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing date for receipt of initial offers, to encourage participation in projects by MBEs and WBEs. Such efforts include:
  1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
  2. Assuring the MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
    - a. Sending letters or making other personal contacts with MBEs and WBEs, (e.g. those whose names appear on lists prepared by EPA or the recipient and other MBE/WBEs known to the bidder/offeror). MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
      - 1) Specific description of the work to be subcontracted;
      - 2) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
      - 3) Date the quotation is due the bidder/offeror;
      - 4) Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.



- b. Sending letters or making other personal contacts with local, State, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE/WBE firms.
3. Where feasible, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- B. Bidders/offerors must demonstrate compliance with the MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance may include the following information, however the recipient may specify other methods of demonstrating compliance:
- 1. Names, addresses and phone numbers of MBE/WBEs expected to perform work.
  - 2. Work to be performed by the MBEs and WBEs.
  - 3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately.
  - 4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBEs/WBEs, including names of organizations, agencies and associations and dates of contact.
  - 5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport serviced, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerors should take reasonable affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

#### **VI. MBE AND WBE RESPONSIBILITIES**

MBEs and WBEs are responsible for promoting themselves and taking the initiative to obtain contracts and subcontracts, and for encouraging joint venture arrangements. MBEs/WBEs interested in working on EPA funded projects are strongly encouraged to take the following steps:

- A. Submit information to the recipients to identify status as a MBE/WBE.
- B. Become certified as MBE/WBE under available State or federal agency procedures.
- C. Contact federal, State, and local MBE/WBE liaison offices to obtain information on potential jobs.
- D. Provide capability statements to State agencies, recipients, consulting engineers, and contractors, stating type(s) of work performed by the firm, size of job that the firm can handle, bonding information, and any special skills.
- E. Make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
- F. Contact EPA Regional offices or appropriate State offices to obtain information on planned EPA funded projects.
- G. Respond promptly to solicitation requests.

#### **VII. REMEDIES FOR NONCOMPLIANCE**

- A. Protests. A bidder/offeror for EPA funded work or MBE/WBE with an adversely affected direct financial interest may file a bid protest with the recipient pursuant to EPA procurement regulations 40 CFR 31.36(b)(12). These procedures are available to protest alleged violation of federal MBE/WBE requirements and may not be used to enforce local or State MBE/WBE requirements.
- B. Upon a finding by EPA that a recipient, bidder/offeror, consultant, contractor or subcontractor has not complied with the MBE/WBE requirements of EPA regulations, EPA may invoke any and all sanctions and remedies specified in EPA regulations.

#### **VIII. STATE OR LOCAL LAW**

Nothing in this program prevents a State or recipient from applying more stringent MBE/WBE requirements or procurement obligations which pertain to bid responsiveness or percentage of MBE and WBE participation.

**US ENVIRONMENTAL PROTECTION AGENCY  
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts, subcontracts, and agreements with the applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967 order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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Signature

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Date

---

Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EPA-7 5720-4.2 (6/2/77)

**Recipient Certification - Anti-Lobbying Act of 1990**  
**US Department of the Interior**  
**Certification Regarding Lobbying**

This certification is required by Section 1352, title 31, US Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)*

Certification for Contracts, Grants, Loans, and Agreements

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The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to person for influencing or attempting to influence an officer or employee of any agency, a Member Congress, and officer or employee of Congress, or an employee of a Member of Congress in with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Instructions for Certification

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: ( 1 ) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of(1) a Federal contract, grant, or cooperative agreement exceeding \$100,000; or (2) a loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or, (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) above. That Person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31. US Code.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subwardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee (e.g., the first subawardee of the prime is the first tier). Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes (e.g., "RFP-DE-90-001").
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.  
b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify name.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is/are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection at of intermission is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, (0348-0045), Washington DC 20503

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. Initial/Filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, <i>if known</i>  Congressional District, <i>if known</i>		<b>5. If Reporting Entity in No. 4 is Subawardee, enter name and Address of Prime:</b>  Congressional District, <i>if known</i>
<b>6. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, <i>if applicable</i>	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b> \$	
<b>10. a. Name and Address of Lobbying Entity:</b> <i>(if individual, last name, first name, MI)</i>  (Attach Continuation Sheet(s) SF-LLL-A if Necessary)	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</b>	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>12. Form of Payment (check all that apply):</b>  <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	
<b>13. Type of Payment (check all that apply):</b>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____		
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A if Necessary)		
<b>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</b>		

**16:** The information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which evidence was placed by the above when this transaction was made or started into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person which fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**For Federal Use Only:**

**Authorized for local reproduction  
Standard Form-LLL**

**Telephone No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_



DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved By OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

Authorized for local reproduction  
Standard Form LLL-A

## **NONDISCRIMINATION IN EMPLOYMENT**

(Instructions for Bidders)

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$ 10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

**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:

Twelve thousand five hundred \_\_\_\_\_ Dollars \$ 12,500.00  
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.

**(Project Location)**  
**(Project Description)**  
**Project No.**  
**(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:

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 \_\_\_\_\_ Through \_\_\_\_\_ 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 \_\_\_\_\_

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of \_\_\_\_\_ Dollars \$ \_\_\_\_\_ 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:**

\_\_\_\_\_  
Director

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

\_\_\_\_\_  
(Date)

**FOR THE CONTRACTOR:**

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Firm)

\_\_\_\_\_  
(Address and Zip Code)

Seal if by a Corporation:

Identification Number \_\_\_\_\_

Soc. Sec. No. \_\_\_\_\_

Or Fed. I. D. No. \_\_\_\_\_

**PERFORMANCE BOND**

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

**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 or 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 Contractors 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

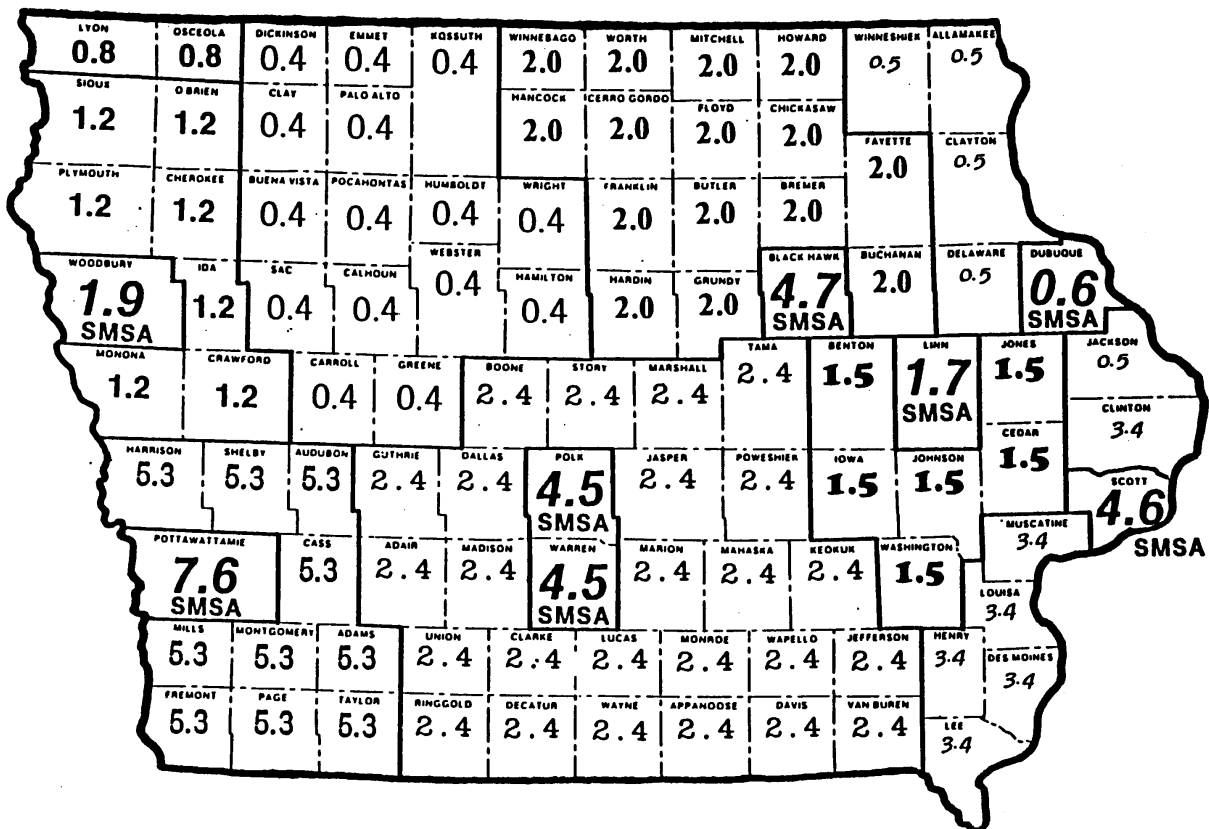
- have a discriminatory effect, by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
14. Ensure that all facilities and company activities are nonsegregated, except that 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 0 - GENERAL**

### **0.01 RELATED DOCUMENTS**

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

### **0.01 GENERAL**

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

### **0.03 DEFINITION OF TERMS**

- A. Article 1100.03 "Definition of Terms" is supplemented and modified as follows:
  - 1. General: A substantial amount of specification language constitutes definitions for terms found in other Contract Documents, including Drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in Contract Documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to the extent not stated more explicitly in another provision of Contract Documents.
  - 2. Imperative Language: Used generally in Specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by Contractor. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities, which must be fulfilled indirectly by Contractor, or when so noted, by others.
  - 3. Bureau Chief: The individual appointed by the Iowa Department of Natural Resources as the head of the Land and Waters bureau.
  - 4. 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.
  - 5. Procurement Supervisor: The Procurement Supervisor will answer all questions regarding Bidding and Contract Procedures.
  - 6. 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.
  - 7. 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.
  - 8. Directed, Requested,...: Where not otherwise explained, terms such as "directed," "requested," "authorized," "selected," "directed by Engineer," "requested by Engineer," etc. However, no such implied meaning will be interpreted to extend Engineer's responsibility into Contractor's area of construction supervision.
  - 9. Approve: Where used in conjunction with Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of the term "approved," will be held to limitations of Engineer's responsibilities and duties as specified in General Covenants and Provisions and Supplementary Covenants and Provisions. In no case will "approval" by Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.
  - 10. 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.
  - 11. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver

- to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.
12. 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.
  13. 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.
  14. Installer: The entity (person, firm...) engaged by the Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in portions of the work they are to accomplish.

## **PART 1 - INSTRUCTIONS TO BIDDERS**

### **1.01 GENERAL**

- A. Article 1101.101 “General” is supplemented and modified as follows: Add:
  - F. All Bidders must complete and return Form 5700-49 with their bids (See 00310).

### **1.02 DRAWINGS AND SPECIFICATIONS**

- A. Article 1101.02 “Drawings and Specifications” is supplemented and modified as follows:
  1. The Drawings and Specifications which are enumerated in the Index of drawings and Table of Content of this project manual are part of this contract.

### **1.07 ESTIMATE OF QUANTITIES**

- A. Article 1101.07 “Estimate of Quantities” is supplemented and modified as follows:
  1. Estimated quantities are minimum quantities required. Bidding contractors shall determine their own quantities as required to complete the work to provide a total bid for a complete and proper project.

### **1.14 AWARD OF THE CONTRACT**

- A. Article 1101.14 “Award of the Contract” is supplemented and modified as follows: Delete paragraph B and C and replace with the following:
- B. The Department of Natural Resources Reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which will best serve the interests of the program for which Federal assistance is awarded.
- C. If, at the time this contract is to be awarded, the lowest proposal submitted by a qualified, responsible bidder is in the best interest of the program, the contract will be awarded, and the bidder to whom the award is made will be promptly notified after the Department of Natural Resources meeting.

## **PART 4 - SCOPE OF WORK**

### **4.03 INCREASED OR DECREASED QUANTITIES**

- A. Article 1104.03 “Increased or Decreased Quantities” is supplemented or modified as follows:
  1. The Contractor shall be responsible for furnishing all labor, equipment and material necessary to complete all the work required for this project. There will be no additional compensation for any increases of quantities determined to be necessary by the Engineer/DNR Construction Inspector to accomplish the intent of these contract documents.

### **4.10 PERMITS AND ARRANGEMENTS WITH OTHER GOVERNMENTAL AGENCIES**

- A. Article 1104.10 “Permits and Arrangements with Other Governmental Agencies” is supplemented and modified as follows:
  1. Contractor shall take out and pay for any building permit which may be required, secure and pay for all permits, certificates and licenses required to prosecute the work, and shall arrange for and pay for all inspections required by local authorities.
  2. Apply and pay for NPDES Stormwater Discharge Permit (DNR’s General Permit No. 2) for Construction Operation, as required by EPA regulations dated March 10, 2003, for any land-disturbing activity which will

disturb an area of one or more acres, with the Iowa DNR.

- a. Permits are available from the DNR Storm Water Coordinator, 502 E 9<sup>th</sup> St, Des Moines Iowa, 50319. (Tel. (515) 725-8417)

#### **4.13 DRAWINGS AND SPECIFICATIONS**

- A. Article 1104.13 "Drawings and Specifications" is supplemented and modified as follows:
  1. The Contractor shall be responsible for distributing to all involved in this project, Drawings and Specifications in quantities reasonably necessary for the completion of the portion of work they are responsible for. No additional payment will be made for shortcomings resulting from misunderstanding of Contract Documents due to any shortage of information between General Contractor, Subcontractors, and Material Suppliers.

#### **4.14 THE CONTRACTING AUTHORITY'S RIGHT TO OCCUPY**

- A. Article 1104.14 "The Contracting Authority's Right to Occupy" is supplemented and modified as follows: Add:
- B. Personnel of the Iowa Department of Natural Resources, the assisting Federal Agency, and the Iowa Department of Economic Development shall be allowed access to all area of the work site as required for the performance of their official duties.

#### **4.15 CONSTRUCTION STAKES AND BENCH MARKS**

- A. Article 1105.07 "Construction Stakes and Bench Marks" is supplemented and modified as follows:
  1. The Contractor will be responsible for setting the necessary stakes to establish centerlines, slopes, alignment, grade and other stakes as required for construction.
  2. The Contractor shall assume full responsibility for the accuracy and correctness thereof.

### **PART 6 - CONTROL OF MATERIALS**

#### **6.03 SAMPLES AND TESTS**

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

### **PART 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

#### **7.05 FEDERAL PARTICIPATION**

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

project to give up any part of the compensation to which that person is entitled under an employment contract.

- b. The Contract Work Hours and Safety Standards Act: The Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and the regulations for the Department of Labor under 29 CFR Part 5 require Contractors and Subcontractors to pay wages to laborers and mechanics on the basis of an eight hour work day and 40 hour work week and to pay at least time-and-a-half for work performed in excess of these time limitations. Also, the Act prohibits your contractors and subcontractors from requiring laborers and mechanics to work in hazardous, unsanitary, or dangerous conditions (see 29 CFR Part 1926).
  - c. Convict labor: You may not use convict labor unless the convicts are on work release, parole, or probation (see 18 U.S.C. 436).
5. Minority Business Enterprise/Women’s Business Enterprise: Each contractor must fully comply with the requirements, terms, conditions of the Environmental Protection Agency’s policy to award a fair share of subagreements to minority and women’s businesses. The description of the affirmative steps to be taken are attached (See Region VII Procedures for Implementation of 40 CFR Part 33.240 attached).
6. Anti-Lobbying Act of 1990: The contractor which is awarded the low bid for a federally assisted contract and subcontract in excess of \$100,000.00, will need to complete the attached certification (See Recipient Certification - Anti-Lobbying Act of 1990).
- C. Additional Requirements under DNR Federal Grant Agreements regarding Termination of Contracts: Where construction contracts are being funded in whole or in parts by federal government monies, the following shall apply:
1. Termination for Cause: The Department may terminate this Contract in whole or in part, at any time before the expiration date, whenever the Department has determined that the Contractor has materially failed to comply with the conditions of the Contract.
    - a. The Department shall promptly notify the Contractor in writing of the determination and reasons for the termination, together with the effective date.
    - b. Payments made to the Contractor or recoveries by the Department under Contract terminated for cause shall be in accord with the legal rights and liabilities of the parties.
  2. Termination for Convenience: The Department or the Contractor may terminate the Contract in whole or in part when both parties agree that continuation of the Contract would not produce beneficial results commensurate with future expenditure of funds.
    - a. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
    - b. The Contractor shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
    - c. The Contractor shall prepare and deliver to the Department copies of the final report summarizing the work performed and the results obtained to date.
- E. Records:
1. Access to Records: The Department, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts and transcription.
  2. Retention of Records: All records in the possession of the Contractor pertaining to this Contract shall be retained by the Contractor for a period of three (3) years beginning with the date upon which the final payment under this Contract is issued.

## **PART 9 - MEASUREMENT AND PAYMENTS**

### **9.01 MEASUREMENT OF QUANTITIES**

- A. Article 1109.01 “Measurement of Quantities” is supplemented and modified as follows:

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

### **9.03 ADJUSTMENT IN CONTRACT PRICE**

- A. Article 1109.03 "Adjustment in Contract Price" is supplemented and modified as follows:
  1. No adjustment in contract price shall be made unless the increase or decrease of quantity is due to an alteration of Contract Documents after the Contract is awarded.
  2. Changes in contract resulting in a decrease in the Scope of the Work shall be computed on the basis of Contractor's price breakdown, and rebated to the Contracting Authority.
  3. Additional work determined to be necessary but not covered by the Contract shall be computed on the basis of the price breakdown or as outlined in 1109.04, as applicable, and paid for by the Owner.

### **9.10 SUBMITTAL REQUIRED BEFORE FINAL PAYMENT**

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

**END OF SECTION 00811A**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

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

1.02 GENERAL:

- A. Special Condition:

- 1. Build America, Buy America Act:

This project shall comply with section 70914 of the Infrastructure Investment and Jobs Act, Public Law Number 117-58, which includes the Build America, Buy America Act. Section 70914 of this act requires the following Buy America Preference:

- a. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- c. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of or permanently affixed to the structure.

Any waivers from these requirements must be in writing and meet the requirements of section 70914(b) of the Build America, Buy America Act.

The fabricator/supplier of all iron, steel, manufactured products, and construction materials shall provide a letter certifying all of the materials are in compliance the Build America, Buy America Act, and the necessary supporting documentation will be retained by the fabricator/supplier for a minimum of seven years from the time the products are shipped for incorporation into the project.

## **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 "Stream Bank & Flood Plain Restoration", Project Number 23-03-03-02. Drawings and Specifications are dated December 2023.
  - 2. Briefly and without force and effect upon contract documents, work of the contract can be summarized as follows:
    - a. This project involves restoration and stabilization of up to 1,207 linear feet of stream bank at Waterloo Creek. The project includes shoreline armoring with Class E Revetment, Establishing an 8-foot wide flood plain bench, and installing rock barbs. Also, all disturbed areas shall be seeded with native grass and forbs.
- 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

**Section 01030**  
**ALTERNATES/ALTERNATIVES**

**PART 1 - GENERAL**

**1.01 SUMMARY:**

- A. Section Includes: General requirements pertaining to:
  - 1. The Work specified for accepted alternate bids, the materials and methods referenced in other sections to achieve specified work, and the coordination and modification of related work and surrounding construction to complete the project under each accepted bid.
- 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 DESCRIPTION OF ALTERNATE BIDS:**

- A. Base Bid: Consists of mobilization; includes line item 1 only
- B. Alternate Bid No. 1: Consists of Sites 1 & 2; includes line items 2 through 7
- C. Alternate Bid No. 2: Consists of Site 3; includes line items 8 through 13

**1.03 ALTERNATE BID REQUIREMENTS:**

- A. Bidder must submit alternate bids. Bids submitted without alternate bid will be rejected as unresponsive.
- B. Alternate bids, if awarded, will be considered as a basis for award. The low bid will be analyzed on the base bid and any combination of alternate bids. The Owner reserves the right to award the base bid and all alternates, that in the Owner's opinion, will provide the most cost-effective end product. The Owner's decision is final.
- C. Provide alternate bid for the cost of the service requested in each alternate, either as an addition or as a reduction in the total bid.
- D. The Owner may award any alternate bid or bids at the time of contract award. Any alternate bids awarded as part of the original contract will not extend the project completion time beyond that specified.

END OF SECTION 01030

## **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.

## **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