

Procedural Documents and Specifications
PROPOSED SPILLWAY IMPROVEMENTS
HOLIDAY LAKE
POWESHIEK COUNTY, IOWA
2023

**Holiday Lake
Board of
Directors**

Creighton Roethler, *President*

Vicky Hilpipre

Rick Kriegel

Carol Sherwood

David Starr

Rick Tomlinson

**Holiday Lake
RIZ Board**

Tom Dvorsky

Todd Eiler

Rick Happe

Tom Hinders

Brad Storm

Prepared by:



**FRENCH-RENEKER-
ASSOCIATES**
ENGINEERS & SURVEYORS

1501 South Main, PO Box 135
Fairfield, IA 52556
Phone: 641-472-5145
Fax: 641-472-2653

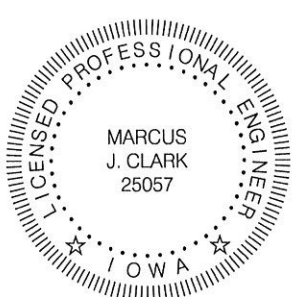
email: email@french-reneker.com
website: www.french-reneker.com

PROPOSED SPILLWAY IMPROVEMENTS

HOLIDAY LAKE

POWESHIEK COUNTY, IOWA

2023

	CERTIFICATION OF ENGINEER	
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	Marcus J. Clark, PE	
	<u>Marcus Clark</u>	<u>8-8-23</u>
	Signature	Date
	License Number <u>25057</u>	
	My license renewal date is December 31, <u>2023</u>	
	Pages or Sheets covered by this seal: <u>All</u>	

PREPARED BY



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SECTION 1.1a

**NOTICE OF PUBLIC HEARING
PROPOSED SPILLWAY IMPROVEMENTS - HOLIDAY LAKE -
POWESHIEK COUNTY, IOWA - 2023
PROJECT No. 23-019**

The Board will hold a public hearing on the proposed drawings, specifications, form of Contract, and estimated cost for the construction of said Proposed Spillway Improvements - Holiday Lake - Poweshiek County, Iowa - 2023, at their meeting commencing at 6:30 P.M. on September 14, 2023. The hearing will be held at the Holiday Lake Community Center, Brooklyn, Iowa. Written comments may be filed with the Board prior to the hearing. At said hearing any interested person may appear and file oral or written comments.

All work is to be done in strict compliance with the drawings and specifications prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa, which are now on file for public examination in the office of Holiday Lake.

In general, the work shall include the removal of headwalls, earthwork, subgrade preparation, constructing the headwalls and wingwalls, finish grading, seeding, and other appurtenances associated with the construction of spillway improvements. Cured-in-place pipe will be bid as an alternate.

Subsequent to said hearing, the Board shall take action on these documents at the meeting above specified or at such later time and place as may then be fixed.

Published upon order of the Contracting Authority.

HOLIDAY LAKE BOARD OF DIRECTORS

By: Creighton Roethler
President

SECTION 1.1b
NOTICE TO BIDDERS
PROPOSED SPILLWAY IMPROVEMENTS - HOLIDAY LAKE -
POWESHIEK COUNTY, IOWA - 2023 - PROJECT No. 23-019

General Nature of Public Improvement

Proposed Spillway Improvements - Holiday Lake - Poweshiek County, Iowa - 2023

In general, the work shall include the removal of headwalls, earthwork, subgrade preparation, constructing the headwalls and wingwalls, finish grading, seeding, and other appurtenances associated with the construction of spillway improvements. Cured-in-place pipe will be bid as an alternate.

Time and Place for Filing Sealed Bids. Sealed bids for the work comprising each improvement, as stated above must be filed before 4:00 P.M. on September 14, 2023, in the office of Holiday Lake, 101 Buena Vista Drive, Brooklyn, Iowa.

Time and Place Sealed Bids Will Be Opened and Considered. Sealed bids will be opened, tabulated, and considered by the Board during their meeting beginning at 6:30 P.M. on September 14, 2023, in the Holiday Lake Community Center, Brooklyn, Iowa.

Time for Commencement and Completion of Work. The work under the proposed Contract shall commence upon issuance of the written Notice to Proceed. The proposed spillway improvements listed shall be fully completed on or before December 31, 2024. The Bidder agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day after the specified completion date that the project is not fully completed.

Bid Security. Each Bidder shall accompany its bid with bid security as defined in Section 26.8 of the Code of Iowa. Bid security shall be 10% of the bid amount.

Contract Documents. Drawings and specifications governing the construction of the proposed improvements have been prepared by French-Reneker-Associates, Inc., Engineers and Surveyors, Fairfield, Iowa. The contract documents may be examined at the office of Holiday Lake. Electronic Contract Documents may be downloaded at www.french-reneker.com or at www.questcdn.com under login using QuestCDN #8625900 at no charge. Contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration and downloading this digital project information. Paper Contract Documents may be obtained from French-Reneker-Associates, Inc., at 1501 South Main, P.O. Box 135, Fairfield, Iowa 52556. A deposit of \$50 shall be required for each set, refundable if returned in a reusable condition within 14 days after award of the Contract.

Preference for Iowa Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

Sales Tax. Iowa sales tax will not be paid on materials purchased for this project. The Board will issue a sales tax exemption certificate.

Published upon order of the Contracting Authority.

HOLIDAY LAKE BOARD OF DIRECTORS

By: Creighton Roethler
President

SECTION 1.2
INFORMATION FOR BIDDERS
PROJECT No. 23-019

1.201 BIDS

- (a) Documentation to be Submitted: Bids must be submitted with the following documents:
 - 1) Bid.
 - 2) Bid Security.
 - 3) Reciprocal Resident Bidder Preference Statement
- (b) Form: Each bid shall be made on a form prepared by the Engineer and included as part of the Contract Documents. The bid form shall be submitted in a sealed envelope bearing the title of the work, the date and time the bid is to be received, together with the name of the person receiving the bid, and the name of the Bidder.
- (c) Discrepancies: If there is a discrepancy between the unit bid prices, extensions, or total amount of the bid, the unit prices shall govern.
- (d) Modifications: Bids shall not contain any recapitulations of the work to be done. Alternate bids will not be considered unless called for. Oral bids or modifications will not be considered.
- (e) Examination of Contract Documents and Visit to Site: Before submitting a bid, Bidders shall carefully examine the drawings, read the specifications and other Contract Documents, be responsible for visiting the site of work, and shall fully inform themselves of all existing conditions and limitations, and shall include in the bid a sum to cover the cost of all items included in the Contract Documents. After the bids have been submitted, the Bidder shall not assert there was a misunderstanding concerning the quantities of work or the nature of the work to be done.
- (f) Delivery of Bids: Bids shall be delivered by the time and to the place stipulated in the Notice to Bidders. It is the sole responsibility of the Bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids shall be returned to the Bidder unopened.
- (g) Modification of Bids: No modification, amendment, or change to a bid shall be permitted after the bid is received.
- (h) Withdrawal: Any Bidder may withdraw their bid either personally or by written request, at any time prior to the scheduled closing time for receipt of bids.
- (i) Opening: Bids will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.
- (j) Award or Rejection: The Contract will be awarded to the lowest, responsive, and responsible Bidder complying with these instructions and with the Notice to Bidders. The Owner reserves the right to reject any or all bids or to waive any

formality or technicality in any bid in the interest of the Owner. No Bidder may withdraw their bid for a period of thirty (30) days after the date of bid opening.

1.202 COMPUTER-GENERATED SCHEDULE OF PAY ITEMS

- (a) The Bidder may submit a computer-generated Schedule of Pay Items (hereinafter "Pay Schedule Attachment") in lieu of completing that portion of the printed Bid titled "Schedule of Pay Items."
1. If a Pay Schedule Attachment is submitted, it shall be attached to the Bid and shall include the following minimum information at the top of each page: Project Title, Letting Date, Bidder's Company Name.
 2. The Pay Schedule Attachment shall have the same columns as the Schedule of Pay Items; i.e., Item Number, Description, Quantity, Unit, Unit Price, and Extension for each item. The Total Amount Bid shall be entered below the last bid item on the Pay Schedule Attachment.
 3. The Bidder's company name, as well as the authorized person's signature and title shall follow the Total Amount Bid and shall be the same person that signs the Bid.
 4. The total Amount Bid shown on the Pay Schedule Attachment shall be entered on the Schedule of Pay Items in the space provided.
 5. In case of discrepancy in the Item Number, Description, Quantity, or Unit between the Pay Schedule Attachment and the Bid, the Bid shall govern. The unit price shown on the Pay Schedule Attachment shall govern.
 6. The Bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the Pay Attachment. If the information in the Pay Schedule Attachment is incomplete, the bid must be considered incomplete and be rejected.
 7. When evaluating and tabulating the bids, the unit price as shown on the Pay Schedule Attachment, and the Item Number, Description, Quantity, and Unit as shown on the Bid shall be utilized.
 8. The Pay Schedule Attachment page and print size shall be approximately the same as the Bid. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (i.e., Page 1 of 4).
 9. The bid item numbers and order on the Pay Schedule Attachment shall follow that of the Bid.

1.203 INTERPRETATION OF DOCUMENTS

- (a) If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the drawings, specifications or other Contract Documents, or finds discrepancies in or omissions from the drawings or specifications, the person may submit to the Engineer a written request for an interpretation or correction thereof.

The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the Owner nor the Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

1.204 ADDENDA

- (a) Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of the bid, shall be covered in the Bid, and shall be made a part of the Contract Documents. Receipt of each addendum shall be acknowledged in the bid.

1.205 BIDDERS INTERESTED IN MORE THAN ONE BID

- (a) No person, firm, or corporation shall be allowed to make, file, or to be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm, or corporation who has submitted a bid as a subcontractor to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from quoting prices to other Bidders.

1.206 RETURN OF BID SECURITY

- (a) The Bid Security of all but the three lowest Bidders shall be returned promptly after the canvass of bids. In no case will the Bid Security be held longer than thirty (30) days without written permission of the Bidder, except the Bid Security of the Bidder to whom the Contract is awarded shall be retained until the Bidder has entered into Contract and filed an acceptable bond.

1.207 CONTRACT BOND

- (a) The Bidder to whom the Contract is awarded shall be required to file a separate Performance Bond and a separate Payment Bond. The form of the bonds shall be as provided in the Contract Documents. The bonds shall each equal the total amount of the Contract. The bonds shall be filed with the Owner within ten (10) days after the notice of award of the Contract by the Owner. Said bond shall provide that the Contractor shall satisfactorily perform and execute the work in all respects according to the complete and detailed specifications, and full and complete drawings, and according to the time and terms of the conditions of the Contract, and also the Contractor shall properly pay all debts incurred by such Contractor in the prosecution of such work, including those for labor and materials furnished. The bonds shall comply with the State laws and shall be subject to the approval of the Owner.

1.208 COMPETENCY OF BIDDERS

- (a) The lowest, responsive, and responsible bidder may be required to supply detailed statements covering experience on similar work, lists of machinery and other equipment which will be used on the proposed work, and such statement of their financial resources as the Owner may deem necessary.

1.209 QUALIFICATION OF FOREIGN CORPORATIONS

- (a) Prior to entering into Contract, corporations organized under the laws of any other state shall file with the Owner a certificate from the Secretary of the State of Iowa showing they have complied with all provisions of the laws of the State of Iowa governing foreign corporations. Likewise, prior to entering into Contract, individuals or co-partnerships of other states shall file with the Owner agreement concerning the jurisdiction of the Court of the County in which the work is being done, as provided by the laws of the State of Iowa as to all matters arising out of or connected with any Contract entered into. Such certificate of agreement shall be on file with the Owner before any Contract award hereunder shall be effective.

1.210 PARTIAL SETS OF DRAWINGS FURNISHED TO SUPPLIERS

- (a) For the mutual convenience of Bidders and Suppliers, partial sets of drawings will be provided without charge to Suppliers whenever applicable. Since the Contractor has the responsibility of completing the project in accordance with the **full** drawings and specifications, it is recommended that Bidders and Suppliers take special care to be sure that quotations are based upon **all** requirements of the drawings and specifications.

1.211 PAYMENT TO THE CONTRACTOR

- (a) Payment to the Contractor shall be made on monthly estimates equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month. Estimates shall be prepared ten (10) days before the second Thursday of each month by the Contractor, subject to the review of the Engineer, who shall forward to Lee County Conservation for payment each signed estimate five (5) days before the second Thursday of the month in question. Payment shall be made to the Contractor by the Board within twenty-one (21) days of approval by the Board. Final payment of the remaining five percent (5%) shall be made not less than thirty-one (31) days after completion and acceptance by the Board of the completed contract, assuming no unpaid claims remain on file, and subject to the conditions in accordance with the provisions of Chapter 573 of the Code of Iowa. If the Contractor makes a Request for Early Release of Retained Funds, the provisions of Section 26.13 of the Code of Iowa shall apply.

1.212 DRAWINGS AND SPECIFICATIONS

- (a) The drawings and specifications for the Proposed Spillway Improvements - Holiday Lake - Poweshiek County, Iowa - 2023 and prior proceedings of the Board referring to and defining said improvements are hereby made a part of the proposed Contract by reference, and the proposed Contract shall be executed in compliance therewith.

SECTION 1.3

**BID
Project No. 23-019**

In compliance with the Notice of Public Hearing and Notice to Bidders and subject to all conditions thereof the Undersigned (hereinafter called the BIDDER) hereby proposes and agrees to furnish all necessary labor, materials, equipment, and supplies and to construct Proposed Spillway Improvements - Holiday Lake - 2023, for Holiday Lake, Poweshiek County, Iowa (hereinafter called the OWNER), all in accordance with the Drawings, Specifications, and other Contract Documents prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa, (hereinafter called the Engineer) for the prices set forth in the attached Schedule of Pay Items.

The BIDDER has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents and is familiar with the local conditions at the place where the work is to be performed.

The BIDDER agrees to execute the Agreement included as one of the Contract Documents, and to furnish Performance and Payment Bonds, each in an amount equal to 100% of the Contract amount, within ten (10) days after notice is mailed to the BIDDER's Business Address that his bid has been accepted by the OWNER.

The BIDDER agrees and certifies that this bid has been arrived at independently, without consultation, communication, or agreement with any other bidder or with any competition.

The BIDDER hereby acknowledges receipt of the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE OF PAY ITEMS
 PROPOSED SPILLWAY IMPROVEMENTS
 HOLIDAY LAKE - POWESHIEK COUNTY, IA
 Project No. 23-019
 2023

Item No.	Description	Quantity	Unit	Unit Price	Extension	
1.	Excavation for Structures	1	L.S.			
2.	Removal of Pipe	40	L.F.			
3.	Removals as Per Plan	1	L.S.			
4.	Removal of Fence	85	L.F.			
5.	Lake Water Management	1	L.S.			
6.	Strip, Stockpile, Salvage Topsoil	40	C.Y.			
7.	Strip, Salvage, Stockpile Riprap	1	L.S.			
8.	Reinforced Concrete Pipe, 24"	48	L.F.			
9.	Modified Intake, SW-313	1	Each			
10.	Structural Concrete	56	C.Y.			
11.	Trash Guard, 24"	4	Each			
12.	Chain Link Fence, 48"	90	L.F.			
13.	Class B Revetment	100	Ton			
14.	Fertilizing, Seeding, and Mulching	1	L.S.			
15.	Silt Fence; Install, Maintenance, Removal	150	L.F.			
16.	Floating Silt Fence; Install, Maintenance, Removal	60	L.F.			
17.	Traffic Control	1	L.S.			
18.	Mobilization	1	L.S.			
TOTAL AMOUNT BASE BID						
BID ALTERNATE						
19.	Cured-In-Place Pipe	405	L.F.			
TOTAL AMOUNT BASE BID + ALTERNATE						

Liquidated damages have been computed by the OWNER to cover additional costs to the OWNER should the BIDDER fail to complete the work by the stated completion date. Liquidated damages are difficult to determine with accuracy, however the BIDDER agrees that the amount stated is a reasonable sum and is acknowledged to be proper by the BIDDER's signature on this Bid.

The BIDDER agrees that if the BIDDER fails to complete the work by December 31, 2024, the BIDDER will pay the OWNER liquidated damages in the amount of \$500 per each consecutive calendar day that the work on the Contract remains uncompleted after the end of the Contract period, with due allowance for extensions of the Contract period.

The BIDDER understands that the OWNER reserves the right to reject any or all bids or to waive any formality or technicality in any bid in the interest of the OWNER.

The above bid is hereby respectfully submitted by:

BIDDER (Insert full name of the corporation, partnership, or individual, as applicable)

BY (Signature)

TITLE

(Please Print or Type Name)

PHONE NUMBER

BUSINESS ADDRESS

CITY

STATE

ZIP

DATE

RECIPROCAL RESIDENT BIDDER PREFERENCE STATEMENT

This form must be submitted with the bid.

The State of Iowa, its agencies, and its political subdivisions, including cities, school districts, and public utilities are required by Iowa Code Section 73A.21 to require a reciprocal resident bidder and resident labor force preference.

A "Resident Bidder" as defined by Iowa Code Section 73A.21, means a person or entity authorized to transact business in the State of Iowa and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from the state or foreign country.

A resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country other than Iowa if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is resident.

The bidder specifies that it is (one of the following must be selected):

A Resident Bidder

Company Name: _____

By: _____ *(name of individual authorized to sign)*

Print Name

OR:

A Nonresident Bidder

From: _____
(State or Country)

State whether any preference as described above is in effect in the nonresident bidder's state or country at the time of this bid and identify the source of the regulation:

Company Name: _____

By: _____ *(name of individual authorized to sign)*

Print Name

SECTION 1.4
BID BOND
Project No. 23-019

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ as Principal, and

_____ as Surety are held and firmly bound unto the _____

_____ of _____

, Iowa, hereinafter called "OWNER", in the penal sum of _____

_____ Dollars (\$ _____)

lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated _____, _____, for the Proposed Spillway Improvements - Holiday Lake - Poweshiek County, Iowa - 2023 Project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper offices this _____ day of _____, _____.

_____ Witness - Signature	_____ Principal (Legal Name of Bidder) By _____ Signature (Title) _____ (Typed or Printed Name)
------------------------------	--

(Seal, if available) _____ Witness – Signature	_____ Surety By _____ (Attorney-in-Fact) _____ (Typed or Printed Name)
--	---

Attach Power-of-Attorney

IMPORTANT – Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

SECTION 1.5
AGREEMENT
Project No. 23-019

THIS AGREEMENT, made as of _____, 2023,
between Holiday Lake (hereinafter called the OWNER) and _____
_____ (hereinafter called the CONTRACTOR).

WITNESSETH, that whereas the CONTRACTOR did submit to the OWNER a bid for constructing the improvements shown on the drawings and described in the specifications entitled "Proposed Spillway Improvements - Holiday Lake - Poweshiek County, Iowa - 2023", prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa.

NOW THEREFORE, the CONTRACTOR is hereby bound along with all executors and assigns to furnish all necessary labor, materials, equipment, and supplies and to complete said improvements in accordance with said bid and according to said drawings and specifications now on file in the office of the OWNER.

In consideration of the completion by the CONTRACTOR, of the work embraced in this Contract in conformity with the drawings and specifications, the OWNER hereby agrees to pay the CONTRACTOR at the following rates and in the manner described in Section 2.39.

The following named documents constitute the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated:

1. Agreement (This Instrument)
2. Addenda to Contract Documents
3. Bid
4. Information for Bidders
5. Notice of Public Hearing and Notice to Bidders
6. Change Order
7. Special Provisions prepared or issued by French-Reneker Associates, Inc.
8. Drawings prepared or issued by French-Reneker-Associates, Inc.
9. Standard General Specifications
10. General Conditions of Contract
11. Performance Bond
12. Payment Bond

In the event any provision in any of the component parts of this Contract conflicts with any provision in any other component part, the provision in the first enumerated herein shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the day and year first above written.

(SEAL)
ATTEST:

Name _____
Title _____

OWNER:
HOLIDAY LAKE BOARD OF DIRECTORS

By _____
Name Creighton Roethler
Title President

(SEAL)
ATTEST:

Name _____

CONTRACTOR:

By _____
Name _____
Please Print
Address _____

SECTION 1.6

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Holiday Lake
(Name of Owner)

101 Buena Vista Drive, Brooklyn, IA 52211
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Proposed Spillway Improvements - Holiday Lake - Poweshiek County, IA - 2023 -

Project No. 23-019

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the two (2) year guarantee period, and if the Principal shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____
_____, 20__.

Witness - Signature

Principal (Legal Name of Contractor)

By _____
Signature (Title)

(Typed or Printed Name)

(Seal, if available)

Witness – Signature

Surety

By _____
(Attorney-in-Fact)

(Typed or Printed Name)

Attach Power-of-Attorney

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

SECTION 1.7
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

Holiday Lake
(Name of Owner)

101 Buena Vista Drive, Brooklyn., IA 52211
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Proposed Spillway Improvements - Holiday Lake - Poweshiek County, IA - 2023 -
Project No. 23-019

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, diesel fuel, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anyway affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____
_____, 20____.

Principal (Legal Name of Contractor)

Witness - Signature

By _____
Signature (Title)

(Typed or Printed Name)

(Seal, if available)

Surety

Witness – Signature

By _____
(Attorney-in-Fact)

(Typed or Printed Name)

Attach Power-of-Attorney

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

SECTION 1.8
CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the Contract Documents:

Justification:

Change to contract price:

Original contract price: \$ _____

Current contract price adjusted by previous change order: \$ _____

The contract price due to this change order will be (increased) (decreased) by: \$ _____

The new contract price including this change order will be: \$ _____

Change to contract time:

The contract time will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____
(Date)

Approvals Required:

Contractor: _____ Date _____

Engineer: _____ Date _____
French-Reneker-Associates, Inc.

Owner: _____ Date _____

SECTION 1.9
NOTICE TO PROCEED

To: _____

PROJECT DESCRIPTION: Proposed Spillway Improvements -
Holiday Lake - Poweshiek County, IA
Project No. 23-019

You are hereby notified to commence work on the above-described Project in accordance with the Agreement dated _____ and said Project shall be fully completed on or before December 31, 2024, unless the date of completion is extended otherwise by the Contract Documents.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

Dated this _____ day of _____, _____.

HOLIDAY LAKE

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____

this the _____ day of _____, _____.

By _____ Title _____

SECTION 1.10

Contractor's Monthly Payment Estimate Form

Owner:
Project:
Contractor:

Estimate No.		Date:			Period Ending:			
Item No.	Description of Item	Contract			Work Completed		Work Completed to Date	
		Quantity	Unit Price	\$ Amount	From Previous Pay Requests	This Period	No. of Units	\$ Amount
					No. of Units	No. of Units		
1				\$ -			-	\$ -
2				\$ -			-	\$ -
3				\$ -			-	\$ -
4				\$ -			-	\$ -
5				\$ -			-	\$ -
6				\$ -			-	\$ -
7				\$ -			-	\$ -
8				\$ -			-	\$ -
9				\$ -			-	\$ -
10				\$ -			-	\$ -
11				\$ -			-	\$ -
12				\$ -			-	\$ -
13				\$ -			-	\$ -
14				\$ -			-	\$ -
15				\$ -			-	\$ -
Total				\$ -				\$ -

1.10-1

Submitted By: _____

Total Earned to Date \$ -

By: _____ Date: _____

Retained Percent (5%) \$ -

Recommended for Payment:

French-Reneker-Associates, Inc.; Engineer

By: _____ Date: _____

Total Less Ret.% \$ -

Total Previous Payments \$ -

Amount Due This Estimate \$ -

Approved for Payment:

By: _____ Date: _____

**SECTION 2
GENERAL CONDITIONS OF CONTRACT**

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2.01 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural form:

- (a) **ADDENDA** - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, drawings and specifications, by additions, deletions, clarifications or corrections.
- (b) **AGREEMENT** – The written document signed by the Owner and the Contractor.
- (c) **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- (d) **BIDDER** - Any person, firm or corporation submitting a bid for the work.
- (e) **BONDS** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- (f) **CHANGE ORDER** - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract price or Contract time.
- (g) **CONTRACT DOCUMENTS** – The Contract Documents include the Procedural Documents, General Conditions of Contract, Special Provisions, Standard General Specifications, and the Drawings.
- (h) **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- (i) **CONTRACT TIME** - The number of calendar days, working days or the calendar time before a specified completion date stated in the Contract Documents for the completion of the work.
- (j) **CONTRACTOR** - The person, firm, or corporation with whom the Owner has executed the Agreement.
- (k) **DRAWINGS** - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared by the Engineer.
- (l) **ENGINEER** - French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa.
- (m) **NOTICE OF AWARD** - Written communication issued by the Owner or by the Engineer on behalf of the Owner, to the Contractor notifying the Contractor of the Owner's acceptance of bid.
- (n) **NOTICE TO PROCEED** - Written communication issued by the Owner or by the Engineer on behalf of the Owner, to the Contractor authorizing the Contractor to proceed with the work.
- (o) **OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- (p) **PROJECT** - The undertaking to be performed as provided in the Contract Documents.

- (q) CONSTRUCTION REPRESENTATIVE - An authorized representative of the Owner who is assigned to the project site or any part of the project.
- (r) SUBMITTALS – All drawings, diagrams, illustrations, brochures, information about materials, material certifications, and samples which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how a specific part or portion of the work will be installed or material and equipment which will be incorporated into the work.
- (s) SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship. Specifications may include:
 - 1. Special Provisions which describe special features of the project and modify and supplement the Standard General Specifications. Whenever there is a variance or conflict between the Special Provisions and the Standard General Specifications, the Special Provisions shall govern.
 - 2. Standard General Specifications which describe the requirements of standardized items of work and materials such as might be found on many different jobs.
- (t) SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work at the site.
- (u) SUPPLIER - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.
- (v) WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated into the project.
- (w) WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service completed, when posted by certified or registered mail to the party at last given address, or delivered in person to the party or authorized representative on the work.

PROSECUTION AND PROGRESS OF WORK

2.02 ELECTRONIC DATA FILE REQUEST AND USE

- (a) The use of electronic data files if they are available, may be requested by the Contractor for use by the Contractor on a project. The written request shall include the specific intended use.
- (b) Files provided by the Engineer shall be in the format readily available and directly able to be copied to an electronic media, i.e., compact disc. The Contractor shall agree to compensate the Engineer for any manipulation, conversion, or translation of the requested data. The Engineer makes no representation as to the compatibility of these files with the Contractor's hardware or software.
- (c) In accepting and utilizing any drawings, reports, or data on any form of electronic media generated and furnished by the Engineer, the Contractor agrees all such electronic files are instruments of service of the Engineer to the Owner. The Engineer shall be deemed the author, and shall retain all common law, statutory law, and other rights, without limitation, including copyrights.
- (d) The Contractor agrees to use the electronic files, in whole or in part, only for the specific intended use on the project. The Contractor agrees not to transfer these electronic files to others without the prior written consent of the Engineer. The Contractor further agrees to waive all claims against the Engineer and Owner, resulting in any way from any use of the electronic files for any specific intended use on this project or other project by anyone other than the Engineer.
- (e) The Contractor shall be aware differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Engineer and electronic files, the signed or sealed hard-copy construction documents shall govern. The Contractor shall be responsible for determining if any conflict exists. The Contractor shall not be relieved of the duty to fully comply with the Contract Documents by the use of the electronic files including the need to check, confirm, and coordinate dimensions and details, take field measurements, and verify field conditions.
- (f) In addition, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and Owner, their officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any use of the electronic files by anyone other than the Engineer.
- (g) Under no circumstances shall delivery of electronic files for use by the Contractor be deemed a sale by the Engineer, and the Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer or Owner be liable for indirect or consequential damages as a result of the use or reuse of the electronic files.

2.03 SEPARATE CONTRACTS

- (a) The Owner reserves the right to let other contracts in connection with this project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and

coordinate the work with theirs. If the proper execution or results of any part of the Contractor's work depends upon the work of any other Contractor, the Contractor shall review and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

- (b) The Owner may perform additional work related to the project, or may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner if the Owner is performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the work with theirs.
- (c) If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the contract, written notice of this work shall be given to the Contractor prior to the start of such additional work. If the Contractor believes the performance of such additional work by the Owner or others involves the Contractor additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim as provided in Section 2.08.

2.04 SUBCONTRACTING

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award work to subcontractor(s) in excess of fifty (50%) percent of the Contract price, without prior written approval of the Owner.
- (c) The Contractor shall be fully responsible to the Owner for the acts and omissions of subcontractors, and persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by the Contractor.
- (d) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

2.05 ORDER OF WORK

- (a) At least one week prior to the preconstruction conference, the Contractor shall submit to the Engineer the proposed schedule for beginning and completing the work. At the end of each month, the Contractor shall submit a progress report and if necessary a revised work schedule. All work schedules shall be subject to the approval of the Owner.
- (b) The Contractor may work on Sundays, holidays, or between sunset and sunrise only with the Owner's permission. If such permission is granted the Contractor shall, at the option of the Owner, reimburse the Owner for any additional costs that may be incurred because of the unusual hours or days.

2.06 START TIME AND COMPLETION OF WORK

- (a) The time for completion of the work is an essential condition of the Contract Documents.
- (b) The Contractor shall prosecute the work in such a manner to complete the project within the completion time set forth in the Contract Documents. If the Contractor fails to complete the work within the time specified, the Contractor shall pay to the Owner the amount set forth in the Contract Documents as liquidated damages.

- (c) The Contractor may apply to the Owner for an extension of the completion time. If, in the opinion of the Engineer, there were sufficient causes for delay beyond the control of the Contractor, the Engineer may recommend the Owner grant the extension.

2.07 SUPERINTENDENCE AND WORKMANSHIP

- (a) The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor's supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- (b) The Contractor shall provide competent superintendents. The superintendent shall be authorized to act on behalf of the Contractor and any communication with the superintendent shall be considered as having been with the Contractor.
- (c) The Contractor shall be responsible for the conduct of their employees and shall keep on this project only competent superintendents, foremen, laborers, and other employees, and shall promptly remove from the project any employee who is incompetent, disorderly, or under the influence of alcohol or drugs.
- (d) Good construction practices shall be used for each phase of the work.

2.08 EXTRA WORK

- (a) The Owner may at any time, as the need arises, order changes within the scope of the work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the work, an equitable adjustment may be made which may require a Change Order. The adjustment in Contract time or the payment amount shall be by negotiated mutual agreement when possible.
- (b) When Extra Work is authorized for which there is no Contract or negotiated price, the Contractor will be paid the actual cost for furnishing materials and labor necessary to perform the work; with fifteen percent (15%) added for superintendence, overhead, bond, use of tools, and profit. In addition, the prevailing hourly rental will be paid for the time the Contractor's construction equipment is actually used on Extra Work, but no payment will be made for waiting time.
- (c) The Contractor shall submit to the Engineer for review an itemized account of costs charged to Extra Work within ten (10) days after completion of such work.

2.09 EMERGENCY WORK

- (a) In emergencies affecting the safety of persons, work, property at the site, or property adjacent to the work, the Contractor, without special instructions or authorization from the Engineer or the Owner, is obligated to act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents.

CONTROL OF WORK

2.10 DRAWINGS AND SPECIFICATIONS

- (a) The Specifications give the character and type of work required, and materials to be used. In the Contract, the Drawings and Specifications are to be interpreted as mutually explanatory and supplementary. Therefore, any feature shown in one and not in the other, shall have the same effect and force as if shown in both.
- (b) It is the spirit and intent of the Drawings and Specifications to secure for the Owner the work described, complete in every respect, and the General Conditions shall be complied with, whether items are specifically mentioned or not.
- (c) Prior to prosecution of the work, the Contractor shall check all Drawings and shall immediately report all errors, discrepancies, and/or omissions discovered to the Engineer. Any adjustments made by the Contractor without prior approval shall be at the Contractor's own risk and the settlement of any complications arising from such adjustments shall be at the Contractor's own expense.
- (d) The Drawings, Specifications, and other material prepared by the Engineer are the Engineer's property and shall not be used on other work, but shall be returned to the Engineer upon completion of this project.

2.11 CHANGES IN DRAWINGS AND SPECIFICATIONS

- (a) The Engineer shall have authority to make minor changes in the work not involving major changes in cost or substantially changing the nature of the project.
- (b) Substantial changes involving changes in cost shall be authorized only by a Change Order signed by the Owner. The Owner may order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Price without invalidating the Contract.
- (c) Changes in costs shall be computed on the basis of the Contract unit prices whenever possible. If the unit prices cannot be applied, the changes in cost shall be computed as Extra Work (see Section 2.08) or negotiated at the option of the Owner.

2.12 SUBMITTALS

- (a) It shall be the Contractor's responsibility to see all equipment and materials incorporated into the project comply with the Specifications. Some type of documentation shall be provided for all equipment and materials incorporated into the work which demonstrate the materials comply with the Specifications. The Special Provisions may contain a specific list of submittals required for a specific project.
- (b) All project submittals shall be coordinated with the project schedule by the Contractor. Dates for submission shall provide a reasonable review time. A sufficient number of submittals shall be provided so the Engineer can retain three complete sets and the remaining returned to the Contractor following review.
- (c) Material certifications shall be written certification from the manufacturer stating the material to be supplied meets the specifications. The certification shall indicate which specifications the material meets such as the following examples: Iowa DOT Section 4131, ASTM D-3034, AASHTO M-252, etc.

General Conditions of Contract

- (d) After the Contractor's review, submittals shall be provided to the Engineer in a clear and thorough manner complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required. Submittals shall be identified by reference to both drawing sheets and specification section number. Minimum sheet size shall be 8½"x 11". Maximum sheet size shall be 24"x 36".
- (e) Product submittals shall be identified clearly as to material, manufacturer, and any pertinent catalog numbers, and the use for which intended. The information shall be sufficient and samples of sufficient size and quantity to clearly illustrate the functional characteristics of the item. This shall include integrally related parts and attachment devices, including equipment bases, as well as any full range of color, texture, and pattern.
- (f) The Contractor's responsibilities shall include:
 - 1. Review of all submittals prior to submission to the Engineer. All submittals shall bear a written statement identifying this review has been completed.
 - 2. Determination and verification of all field measurements, field construction criteria, catalog numbers, and similar data, and conformance to the specifications.
 - 3. Coordination of each submittal with the requirements of the work and the Contract Documents.
 - 4. Notification to the Engineer in writing at the time of submission, of any deviations in the submittals from the requirements of the Contract documents.
 - 5. The Contractor shall not begin fabrication, cause delivery of materials, or perform work which requires the material or equipment in the submittal until return of the submittals by the Engineer, which the Engineer has either marked "no exceptions noted" or "make corrections noted."
 - 6. All submittals shall contain a date of submission along with the dates of any previous related submissions: the project title; names of the contractor, supplier, and manufacturer; identification of the product with the specification number referenced; field dimensions clearly identified as such; relationship to adjacent or critical features of work or material; applicable standards such as ASTM or Federal Specification Numbers; identifications of revisions on all re-submittals; and a 3"x 6" blank space on an 8½" x 11" sheet for the Engineer's stamp.
- (g) Submittals sent to the Engineer without the information described in Section 2.12(f)1-6 may be returned to the Contractor without the Engineer's review.
- (h) The Contractor shall make corrections or changes in all submittals required by the Engineer and re-submit until they receive a "no exceptions taken" or "make corrections noted" status by the Engineer. Revised submittals by the Contractor shall indicate any changes made.
- (i) The Contractor shall have a complete set of submittals on the project site.
- (j) The Engineer shall review all submittals with reasonable promptness and in accordance

with the project schedule. The Engineer's review is only for general conformance of the design concept of the project and compliance with the information given in the Contract Documents. Review shall not extend to the means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs. The Engineer shall affix a stamp and shall initial or provide a signature and shall indicate the status as follows:

1. No Exceptions Taken: Submittal has been reviewed and appears to be in conformance with the design concept of the project and the Contract Documents. The Contractor may proceed with the work detailed in the submittal.
 2. Make Corrections Noted: The submittal has been reviewed and appears to be in conformance to the design concept of the project and the Contract Documents except as noted by the Engineer. The Contractor may proceed with the work detailed in the submittal with modifications and corrections as indicated by the Engineer.
 3. Revise and Resubmit: The submittal has been reviewed and appears to not be in conformance to the design concept of the project or with the Contract Documents. The Contractor shall not proceed with of the work detailed in the submittal. Instead the Contractor shall make any corrections required by the Engineer and resubmit it for review.
 4. Reject: The submittal has not been reviewed because it is lacking the Contractor's approval statement or signature or because it is otherwise substantially contrary to the design concept of the project or the Contract Documents. The Contractor shall not proceed with the work as detailed in the submittal but instead shall cure defects and resubmit for review.
- (k) The Engineer's review of submittals shall not relieve the Contractor from the responsibility for any deviations from the Contract Documents unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence pursuant to the Contract Documents to the specific deviation.

2.13 ENGINEER'S RESPONSIBILITIES

- (a) The Engineer shall be the interpreter of the conditions of the Contract. The Engineer shall impartially use the Engineer's powers under the Contract in an effort to achieve its faithful performance by both Owner and Contractor.
- (b) The Engineer, if contracted by the Owner to do so, may make visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site reviews to check the quality or quantity of the work. The Engineer's efforts will be directed toward determining for the Owner whether the completed project will substantially conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the progress of the work and will endeavor to assist the Owner to obtain work as free of defects and deficiencies as circumstances will allow.

- (c) The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Drawings and Specifications.
- (d) Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required by the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Engineer and the Owner will assume no responsibility for the suggested plan or method of work.
- (e) The Engineer does not guarantee the Contractor's faithful performance under the Contract or the detection of faulty performance if it occurs.
- (f) The Engineer will have authority to disapprove or reject work which is defective (which term is used to describe work that is unsatisfactory, faulty, or does not meet the requirements of any specified test, or has been damaged prior to approval of final payment). The Engineer will also have authority to require special review or testing of the work whether or not the work is fabricated, installed or completed.

2.14 CONSTRUCTION REPRESENTATION AT PROJECT

- (a) The Owner may appoint or employ (either directly or through the Engineer) Construction Representatives the Owner may deem proper, to observe the work performed under this Contract, to keep them advised of the Contractor's performance, and thus assist the Owner in obtaining work as free of defects and deficiencies as circumstances will allow.
- (b) Such Construction Representation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Drawings and Specifications or any modification made within the terms of the Contract Documents.
- (c) The Construction Representative assumes no direction of employees of the Contractor or Subcontractors and no supervision of the construction activities or responsibility for their safety.
- (d) The Construction Representative shall have no authority to permit any deviation from the Drawings and Specifications except on written order from the Engineer. The Contractor will be liable for any deviation except on written order. If the Contractor believes the corrections as identified by the Construction Representative are not consistent with the obligations of the Contract, the Contractor may make written appeal to the Engineer for a decision.

2.15 COORDINATION WITH UTILITIES AND OTHER PARTIES

- (a) The Contractor shall conduct the work in such a manner to avoid as much as possible annoyance and inconvenience to the public, private businesses, and to other operations necessary to be carried on at the same site or adjacent thereto.
- (b) Whenever the work involves operations on highway right-of-way, railroad right-of-way, or private property not furnished by the Owner, the Contractor shall make necessary contacts and shall obtain permission from the proper authority before beginning work in the area involved. Upon request, evidence of this permission shall be filed with the Owner and Engineer. These other parties will be considered Reviewing Authorities for the work in which they have a legal interest and their approval shall be obtained, if required.

- (c) Before beginning work in areas where aboveground or underground utilities are located, the Contractor shall notify the owners of such utilities. The Contractor shall establish and maintain communication as may be required to coordinate utility relocation or protection with work to be done under this Contract.
- (d) Information on the Drawings concerning existing utilities and other existing conditions was obtained primarily for design purposes. This data is known to be incomplete and in some instances may be inaccurate. The Contractor shall regard this data as questionable until substantiated by the Contractor's own investigations.
- (e) The fact improvements may be shown, staked, or marked in a given location does not ensure the location is free from underground property, utilities, or obstacles.
- (f) The Contractor shall locate the existing underground utilities and facilities far enough in advance of the work to allow adequate time and opportunity for modification of the design as may be necessary.

2.16 ACCESS TO WORK

- (a) The Engineer will at all times have access to the work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to review all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access, observation of the work, and any review or testing.
- (b) If any work is made inaccessible contrary to the instructions of the Engineer it must, if requested by the Engineer, be made accessible for observation and review at the Contractor's expense.

2.17 CORRECTION OF WORK

- (a) All work not constructed in strict accordance with the Drawings and Specifications or any approved modification shall be promptly replaced or otherwise promptly corrected by the Contractor at the Contractor's own expense free of all expense to the Owner.
- (b) The Contractor shall correct all defects and deficiencies, as they are revealed, whether revealed by the Construction Representative, Engineer, or otherwise, and without reference to any previous oversight in observation of work. Any defective material or workmanship may be rejected by the Engineer or the Owner at any time before the expiration of the guarantee period of the project, even though the same may have been previously overlooked and estimated for payment.
- (c) All defective materials shall be promptly removed from the vicinity of the work.
- (d) Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be made accessible by the Contractor. If the work in question has been done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If the work in question is found not in accordance with the Contract Documents, the Contractor shall pay said costs.
- (e) Should the Contractor fail or refuse to comply with the requirements of this Section, the Owner may withhold payment; proceed to terminate the Contract; or exercise other legally available options.

- (f) If, in the opinion of the Engineer, it is not feasible to correct work that was not performed in accordance with the Specifications, there shall be an equitable adjustment of the Contract price to compensate the Owner for the uncorrected work.

2.18 TESTS AND GUARANTEES

- (a) Test reports and guarantees shall be furnished by the Contractor for materials or equipment wherever specified in these Specifications or requested by the Engineer.
- (b) All costs of tests and trials shall be borne by the Contractor and shall be included in the Contract Price unless otherwise provided in the Special Provisions.
- (c) The approval of test results or the failure to require tests shall in no way modify the Contractor's responsibility to make sure all materials, equipment, and workmanship comply with the Drawings and Specifications.
- (d) The Contractor shall guarantee the completed facility against any failure due to faulty workmanship, materials, or equipment. The guarantee for street improvement projects shall remain in full force and effect for four (4) years after final acceptance of the project by the Owner. The guarantee period for other projects shall be two (2) years after final acceptance.
- (e) Failure in any part due to faulty workmanship, materials, or equipment within the guarantee period shall be promptly and satisfactorily remedied by the Contractor without expense to the Owner. Should the Contractor fail to act promptly upon notice of failure within the guarantee period, the Owner may make necessary repairs and charge the Contractor with the costs.
- (f) The Contractor shall be responsible, financially and otherwise, for any and all settlement of trench and other backfill which may occur until the expiration of the guarantee period. All damage caused by backfill settlement shall be repaired or replaced to the original or better condition. This includes but is not limited to pavement, top surfacing, driveways, areaways, curbs, gutters, walks, surface structures, utilities, drainage facilities, trees, shrubbery, etc., which have been removed or destroyed in connection with backfill replacement operations; and any and all damage claims filed with or without court actions brought against the Owner for and on account of any damage(s) or indirectly caused by said backfill settlement. The Contractor shall make all necessary replacements and repairs after written notification by the Owner of backfill settlement and resulting damage at any designated location(s).

2.19 MATERIALS, EQUIPMENT, AND SUBSTITUTIONS

- (a) It is understood, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
- (b) Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds.
- (c) Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood this

is referenced for the purpose of defining the performance or other salient requirements and other products of equivalent capacities, quality, and function shall be considered. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name and catalogue number. If in the opinion of the Engineer, such material, article, or piece of equipment is of equivalent substance and function specified, the Engineer may allow its substitution and use by the Contractor. The Contractor warrants if substitutes are allowed, no major changes in the function or general design of the project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

- (d) If requested by the Engineer, the Contractor shall, before ordering, submit to the Engineer a list of the various materials, supplies, and equipment which the Contractor proposes to use, together with the names of the individual companies who will furnish or manufacture same and such other information (such as size, capacity, or rating) as may be required.
- (e) It shall be the responsibility of the Contractor to make sure items to be furnished fit the space available. The Contractor shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
- (f) All material and equipment shall be stored, handled, installed, and used in accordance with the manufacturer's recommendations, unless otherwise directed by the Engineer in writing.
- (g) The Contractor shall store and handle equipment and materials in such a way to prevent damage and deterioration. This responsibility shall rest with the Contractor even if the materials and equipment have been included in the monthly estimates paid by the Owner.
- (h) Materials, supplies, and equipment shall be in accordance with the samples submitted by the Contractor and reviewed by the Engineer.

2.20 STAKING LINES AND GRADES

- (a) The Engineer will provide stakes suitable for grade control on sewers, streets, and other similar improvements. For plants, buildings, and other similar improvements the Engineer will provide a site bench mark and reference points from which the Contractor shall do the detailed staking required for construction.
- (b) The Contractor shall give the Engineer at least one week notice when stakes will be needed and the order in which the stakes are desired. If heavy brush or other obstacles obstruct the location for the stakes, the Contractor shall clear it before staking is done.
- (c) If hubs or stakes are lost or destroyed during construction operations, the Contractor shall be responsible for their replacement.
- (d) The Contractor shall set sufficient batter boards and targets to provide a constant check. The Contractor will be responsible for detecting, and calling to the attention of the Engineer for corrections, any erroneous stake which can be detected by checking batter boards and targets.

2.21 TERMINATION OF CONTRACT

- (a) In the event any of the provisions of this Contract are violated by the Contractor, or by any of the Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of the Owner's intention to terminate the Contract. Such notices shall contain the reasons for such intention to terminate the Contract. Unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- (b) In the event of any such termination, the Owner shall immediately serve notice upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract. However, if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of the notice of termination, the Owner may take over the work and prosecute the work to completion by other Contract or by force account at the expense of the Contractor. In such event, the Owner may take possession of and utilize in completing the work, materials, appliances, and plant which may be on the site of the work. The Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost to the Owner for the completion of the work.

2.22 ARCHAEOLOGICAL OR HISTORICAL FINDS

- (a) If during the course of construction, evidence of deposits of archaeological or historical interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner, who shall notify the State Historical Preservation Office (SHPO).
- (b) No further disturbance, including backfilling, of the deposits shall ensue until the Contractor has been notified by the Owner work may proceed.
- (c) Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined by change order as provided in Section 2.08.

2.23 FUGITIVE DUST

- (a) Reasonable precautions shall be taken by the Contractor to prevent the discharge of particulate matter in quantities sufficient to create a nuisance, as defined in Iowa Administrative Code Section 567, and to prevent visible emissions beyond the lot line of the property on which the emissions originate. This is in addition to the Storm Water Pollution Prevention Plan (SWPPP) as specified in the Special Provisions.

2.24 SANITARY FACILITIES

- (a) The Contractor shall provide and maintain adequate sanitary facilities for the use of the employees and subcontractors. These facilities shall conform to local and State sanitary requirements.

2.25 HAZARDOUS OR TOXIC SUBSTANCES

- (a) The Contractor shall prevent any discharge, spillage, uncontrolled loss, seepage or filtration of oil or other petroleum or solid, liquid or gaseous products, or hazardous waste or any hazardous or toxic substances. The Contractor shall immediately notify the Owner, Engineer, and the Iowa Department of Natural Resources (IDNR), in the event any of the foregoing should occur as a result of the activities of the Contractor. The Contractor shall notify the IDNR, Engineer, and Owner of the occurrence of any spill of a hazardous waste, the presence of hazardous waste, or hazardous toxic substances, and shall in all respects comply with the environmental laws of the United States of America, the State of Iowa, and local governmental laws, rules, and regulations.

- (b) As used in this context, environmental laws mean the Federal Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9657; the Hazardous Materials Transportation Act of 1975, 40 U.S.C. Sections 6901-6987, Chapter 455B of the Code of Iowa; or any other federal, state, or local statute law, ordinance, code, rule, regulation, order, decree, or regulation relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material as now shall be in effect.
- (c) The Contractor agrees to hold harmless and indemnify the Owner and the Engineer from any and all liability for any discharge, spillage, controlled loss, seepage or filtration of oil or petroleum or solid, liquid, or gaseous products, or hazardous waste, or toxic substances or any kind as a result of the activities of the Contractor under this Contract.

2.26 PETROLEUM CONTAMINATED SOIL

- (a) The Contractor shall immediately notify the Iowa Department of Natural Resources (IDNR), Engineer, and Owner of the discovery of petroleum contaminated soil.
- (b) In the event petroleum contaminated soil is encountered the Contractor shall provide, either from the Contractor's staff or from outside of the Contractor's forces, personnel trained in the safety procedures necessary to provide a safe environment for all employees. No additional payment shall be made for providing the employees or employee training.
- (c) The Contractor shall furnish all equipment and materials necessary to provide a safe environment for the Contractor's employees as construction continues through an area contaminated by petroleum at no additional cost.
- (d) Construction operations through an area contaminated by petroleum are not a separate pay item and shall be included in the price bid for the construction. If the disposal or special handling of petroleum contaminated soil is required it will be considered Extra Work as described in Section 2.08 and shall be paid for by change order.
- (e) Operations and safety measures necessary for dealing with soils contaminated with hazardous materials other than petroleum shall be considered Extra Work as described in Section 2.08 and shall be paid for by change order.
- (f) Any changes in material brought about by encountering contaminated soils shall be considered Extra Work as described in Section 2.08 and shall be paid for by change order.

2.27 CLEANING UP

- (a) The Contractor shall keep all rubbish removed from the site as it occurs during the progress of the work. Before final acceptance, the site must present an appearance satisfactory to the Owner.

2.28 USE AND OCCUPANCY

- (a) The Owner shall have the right to use and occupy any completed or partially completed portion of the work. Such use shall in no way imply final acceptance of any part of the work.

2.29 CONTRACTOR'S PROJECT RECORDS

- (a) The Contractor shall keep one record copy of all Drawings, Specifications, Addenda, modifications, and Submittals at the site in good order and annotated to show all changes made during the construction process.
- (b) These shall be available to the Engineer and shall be delivered to the Engineer for the Owner upon completion of the project.

LEGAL RELATIONS AND RESPONSIBILITIES

2.30 BONDS

- (a) The Contractor shall furnish Performance and Payment Bonds in the general form included in the Contract Documents with an acceptable surety company as surety in the amount of at least one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract, and payment of all persons performing labor or furnishing materials or equipment in connection with this Contract. The bonds shall cover the guarantee as set forth in Section 2.18.

2.31 INDEMNIFICATION AND RESPONSIBILITY FOR DAMAGE CLAIMS

- (a) To the extent covered by the standard insurance forms provided under Section 2.37, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- (b) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and its officers, agents, employees, and the Engineer from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contractor or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and
2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- (c) In any and all claims against the Owner or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of

damages, compensation, or benefits payable by or for the Contractor or any subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

- (d) The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- (e) If any litigation on account of such claims shall be commenced against Owner, the Contractor, upon notice thereof from the Owner, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Owner on account of such claims for damages shall be conclusive as against said Contractor and entitle the Owner to recover the full amount thereof, with interest and cost, and attorney's fees incurred by the Owner whether the Owner paid such amounts or not.
- (f) The parties agree that it is their intent that there be no third party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

2.32 FEES AND PATENTS

- (a) The Contractor shall pay all applicable royalties and license fees. If the Contractor has reason to believe the design, process, or product specified is an infringement of a patent, the Contractor shall be responsible for any cost unless the Contractor promptly gives such information to the Engineer.
- (b) If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, the Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense for its use by the Owner.

2.33 SALES OR USE TAXES

- (a) Two options are available relating to the payment of Iowa Sales and Use Tax on materials incorporated into projects. The Notice to Bidders or Transmittal Letter will identify which method will be used on the project. The two methods are:
1. The Contractor shall pay all state and local option Sales or Use Tax on materials incorporated into the project. The Contractor shall prepare and require their subcontractors to prepare, sign, and acknowledge before a Notary Public, Iowa Department of Revenue and Finance Form 35-002 listing their respective expenditures for all materials that become an integral part of the completed project the purchase price, the amount of Sales or Use Tax paid, the names of the materials suppliers, and all other information required to complete the form. All Contractors shall file with the Owner executed copies of these forms covering all materials incorporated by them or their subcontractors. Receipt of said executed forms by the Owner shall be a prerequisite to final acceptance of the project.

OR

2. Sales tax exemption certificates will be issued for this project. The Contractor and all subcontractors will not be required to pay sales taxes on materials incorporated into the project. The Contractor shall provide the Owner with the Contractor's State Employer's Identification Number, and a list, in writing, of all of the subcontractors with their State Employer's Identification Numbers, so exemption certificates can be issued. The State Employer's Identification Numbers should be submitted with the signed Agreement.

2.34 PERMITS AND COMPLIANCE WITH LOCAL LAWS

- (a) The Contractor shall obtain and pay for all permits, licenses, and bonds necessary for the prosecution of the work except as otherwise provided in the Special Provisions.
- (b) The Contractor shall be familiar with and comply with all Federal, State, and Municipal laws, ordinances, rules, regulations, and codes which bear upon the conduct of this work.
- (c) Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor unless otherwise stated. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 2.08, Extra Work.

2.35 PROTECTION OF PROPERTY

- (a) The Contractor shall protect from injury all buildings, walls, fences, curbs, trees, pipes, sewers, wires, conduits, cables, survey markers, and other property subject to damage during the progress of the work. The Contractor will notify owners of adjacent utilities when the Contractor's work will affect them. Whenever underground property is encountered in the course of the work, no backfilling shall be done until the person responsible for such property has been notified by the Contractor and has approved the backfill that will affect their property.
- (b) Except as otherwise provided in the Special Provisions, all property (whether privately or publicly owned) which is disturbed or damaged during the progress of the work, shall be restored to its former condition or repaired to the satisfaction of the Owner.
- (c) If it is necessary in the prosecution of the work to interrupt or obstruct the natural drainage, or the flow in artificial drains, the Contractor shall provide drainage during the progress of the work in such a way no damage will result to either public or private interest. The Contractor will be held liable for any damage that occurs because of interruption of existing drainage patterns during construction.
- (d) Whenever blasting is necessary, the Contractor shall become familiar with and comply with all relevant laws, ordinances, and regulations. The Contractor shall also take any additional precautions necessary to prevent injury to persons or property. Should injury occur, it shall be the sole responsibility of the Contractor.
- (e) The Contractor shall provide and maintain sufficient warning signs, lights, and barricades on the work to mark all excavations and places dangerous to traffic and pedestrians. The

Contractor shall be responsible for all accidents which occur through negligence of their employees or subcontractors.

- (f) The Owner may, through the designated Construction Representative, require certain specific measures to protect people and property. Such requirements are to be considered as minimum, and their installation does not relieve the Contractor of taking such additional measures as may be necessary to achieve the protection of people and property specified in the preceding paragraphs.

2.36 PUBLIC SAFETY AND CONVENIENCE

- (a) The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by the Contractor's operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.
- (b) The Contractor's special attention is directed to the Federal Occupational Safety and Health Act, and State Safety Laws. Neither the Owner nor the Engineer has the power under this Contract to interpret or enforce the Occupational Safety and Health Act, and State Safety Laws.
- (c) The prevention of injury due to the Contractor's operations is the sole responsibility of the Contractor. The involvement of the Engineer or the Construction Representative in conducting construction observations of the Contractor's work is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- (d) Before beginning construction, the Contractor shall contact persons responsible for ambulance service, police protection, fire protection, and other emergency services that might be affected by construction activities. The Contractor shall, in cooperation with these people develop such plans of scheduling and operations as are necessary to avoid interruption of emergency services.
- (e) The Contractor shall at all times conduct the work to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to assure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities.
- (f) Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.
- (g) Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- (h) All traffic control signs shall be protected from damage and any signs removed shall be re-erected by the Contractor prior to opening the street to traffic.

INSURANCE

2.37 CONTRACTOR'S INSURANCE

- (a) The Contractor shall secure and maintain such insurance from an insurance company acceptable to the Owner and authorized to write casualty insurance in the State where the work is located which will protect the Owner, Engineer, Contractor, and Subcontractors from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Owner, Engineer, and Subcontractors shall be listed as "additional insured."
- (b) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract and have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without fifteen (15) days written notice to the Owner of intention to cancel.
- (c) Insurance types and minimum limits of coverage have been determined by the Owner and are set forth in the Special Provisions.

MEASUREMENT & PAYMENT

2.38 QUANTITIES

- (a) The estimated quantities of work stated in the Bid and Contract are given to serve as a basis for formulating and comparing bids and for determining the amount of consideration of the Contract.
- (b) The Contractor may expect a reasonable variation in the final quantities from the estimated quantities. The Contractor will be allowed no claims for anticipated profits, or loss of profits, or damages of any sort because of difference between the estimate of any item and the amount of any item actually required, or because of omission of any part of the work included in the estimated quantities, so long as the final project cost is not less than seventy-five percent (75%) of the original Contract Price.

2.39 PAYMENTS

- (a) Payment for special assessment projects will be made in the manner set forth in the Notice of Public Hearing and Notice to Bidders. Payment for other projects will be made in the manner described below.
- (b) Payments will be made monthly at the Contract unit prices based upon estimates submitted by the Contractor and reviewed by the Engineer for work completed in accordance with the Specifications, and not included in payment of previous estimates. Estimates of lump sum items, except for mobilization (see Section 2.40) will be based upon percentage of completion of the items involved.
- (c) Payment for materials and equipment on hand, owned by the Contractor which will be incorporated into the work, may be included in monthly estimates; provided such material and equipment was not included in the payment of any previous estimate. An invoice indicating the amount paid for the materials and equipment shall be provided to the Engineer with the payment request.

- (d) In making payment of monthly estimates, a percentage as specified in the Notice to Bidders or Information for Bidders will be retained from each estimate.
- (e) Payment of retained percentages shall be made as provided in the Notice to Bidders or Information for Bidders.
- (f) Final payment shall be full compensation to the Contractor for furnishing all necessary labor, materials, equipment, tools, and services and completing the project in accordance with the Drawings and Specifications, and for paying all taxes and other incidental costs.
- (g) The making and acceptance of final payment shall constitute a waiver of all claims by the Owner against the Contractor other than those arising from unsettled claims, from defective work appearing after final inspection, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified in the Contract Documents, and a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

2.40 MOBILIZATION

- (a) If mobilization is included as a bid item, this work shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies, etc., to and from the project site or costs incurred prior to beginning work on the project.
- (b) If the Contract Documents include a bid price for mobilization, the Contractor shall have a lump sum price for mobilization. The Contractor shall indicate the bid price in dollars, and this shall be the Contract price for this item.
- (c) Partial payments for this item shall be made as follows:
 - 1. When 5 percent of the original Contract sum is earned, 25 percent of the Contract price for this item or 2.5 percent of the Contract sum, whichever is less, shall be paid.
 - 2. When 10 percent of the original Contract sum is earned, 50 percent of the Contract price for this item or 5 percent of the Contract sum, whichever is less, shall be paid.
 - 3. When 50 percent of the original Contract sum is earned, 90 percent of the Contract price for this item or 10 percent of the Contract sum, whichever is less, shall be paid.
 - 4. Upon completion of all work on the project required by the Contract, full payment shall be made for this Contract item.

SPECIAL PROVISIONS GENERAL INFORMATION

The Specifications consist of the Standard General Specifications and the Special Provisions. The Standard General Specifications describe the requirements of standardized items of work and materials such as might be found on many different jobs.

The Standard General Specifications shall mean the Iowa Department of Transportation (DOT), Series 2015, as amended by General Supplemental Specifications GS-15016 dated April 18, 2023. These Specifications may be acquired from: Iowa Department of Transportation, Office of Accounting, 800 Lincoln Way, Ames, Iowa 50010. The Iowa DOT Specifications are also available electronically at this web address: <https://www.iowadot.gov/erl/index.html>. Referenced Iowa DOT Standard Road Plans are included in Section 50 of these specifications.

Unless otherwise specified in the Special Provisions, the Iowa DOT Specifications shall not apply to the General Conditions of the Contract, definition of Pay Items, measurement of quantities, or payment.

The Special Provisions describe special features of this project, and modify and supplement the Standard General Specifications. Whenever there is a variance or conflict between the two, the Special Provisions shall govern.

The Special Provisions are comprised of the following Sections:

- Section 3 General
 - 3.01 Description of Proposed Improvements
 - 3.02 Order of Work and Scheduling
 - 3.03 Rights-of-Way and Permits for Construction
 - 3.04 Insurance
 - 3.05 Submittals
 - 3.06 Traffic Control
 - 3.07 Encountered Utilities
 - 3.08 Construction Staking

- Section 4 Construction
 - 4.01 General
 - 4.02 Lake Water Management
 - 4.03 Removals
 - 4.04 Modified SW-513 Intake
 - 4.05 Excavation
 - 4.06 Stripping and Salvaging Topsoil
 - 4.07 Salvaging, Stockpiling, and Placement of Revetment Stone
 - 4.08 Structural Concrete
 - 4.09 Reinforced Concrete Pipe
 - 4.10 Cured-in-Place Pipe

- Section 5 Erosion Control, Finish Grading, Cleanup, and Seeding
 - 5.01 General
 - 5.02 Erosion Control
 - 5.03 Chain Link Fence
 - 5.04 Class B Revetment
 - 5.05 Trash Guard
 - 5.06 Backfill and Cleanup
 - 5.07 Fertilizing, Seeding, and Mulching

Section 6	Description of Pay Items and Basis of Compensation
6.01	General
6.02	Pay Items and Basis of Compensation

SECTION 3
GENERAL

3.01 Description of Proposed Improvements

(a) It is the intent of the drawings and specifications to provide for the reconstruction of the spillway headwalls located at Holiday Lake in Poweshiek County, Iowa.

(b) In general, the work shall include the removal of headwalls, earthwork, subgrade preparation, constructing the headwalls and wingwalls, finish grading, seeding, and other appurtenances associated with the construction of spillway improvements. Cured-in-place pipe will be bid as an alternate.

(c) The locations, dimensions, materials, details of construction, and other features of the proposed improvements are shown on the drawings and described in these specifications. Requirements for workmanship and materials are set forth in these specifications.

3.02 Order of Work and Scheduling

(a) Except as otherwise provided herein, the specific order of work shall be determined by the Contractor, subject to the approval of the Owner. The Contractor may start on either the inlet or outlet structure.

(b) At the preconstruction conference, the Contractor shall submit a detailed schedule for the completion of various components of the project. If construction varies significantly from the schedule, a revised schedule shall be submitted.

(c) The Contractor shall arrange operations so continuous and reasonable progress is made until the project is fully completed.

3.03 Rights-of-Way and Permits for Construction

(a) The entire project shall be completed on property owned by Holiday Lake.

3.04 Insurance

(a) The Owner has determined that the Contractor shall carry the kinds and minimum amounts of insurance as listed in this Section. The Owner retains the option to approve variations from the limits specified. All of said insurance shall be written by insurance companies authorized to do business in the State of Iowa. All certificates of insurance shall be delivered to the Owner and Engineer with the signed Agreement.

(b) Insurance types and minimum limits shall be:

<u>Type</u>	<u>Minimum Amount</u>	
Commercial General Liability	General Aggregate	\$1,000,000
	Products and Completed Operations – Aggregate	\$1,000,000
	Personal and Advertising Injury	\$ 500,000
	Each Occurrence	\$ 500,000
Automobile Liability – Any Auto	Combined Single Limit	\$ 500,000
Excess Liability – Umbrella Form	Each Occurrence	\$1,000,000
Workers’ Compensation and Employees’ Liability (Statutory)	As required by State Law	

(c) Nearly All Risk (subject to normal exclusions), Builders Risk, or Installation Floater Insurance for the value of materials supplied and stored on the project site shall be supplied by the Contractor.

(d) The Owner, Engineer, Contractor, and all subcontractors shall be listed as “additional insureds.”

3.05 Submittals

(a) Project submittals shall be in accordance with Section 2.12 of the General Conditions. A specific list of submittals required for this project is listed in this Section.

(b) Material certifications shall be submitted for the following items:

1. Portland cement concrete (cement, aggregates, and admixtures)
2. Reinforcement steel
3. Fertilizer, seed, and mulch
4. Cast-in-place liner
5. Floating silt fence
6. Reinforced concrete pipe

(c) At the preconstruction conference, the Contractor shall submit:

1. Time schedule for work.
2. Traffic control plan.
3. General order of work plan.

3.06 Traffic Control

(a) The Contractor shall be responsible for traffic control, signs, barricades, etc., while work in the right-of-way is in progress.

(b) All traffic control shall be in accordance with Section 2528 of the Iowa DOT Standard Specifications. All traffic control devices, procedures, and layouts shall be as per Part VI of the Manual of Uniform Traffic Control Devices (MUTCD). A copy of the Iowa DOT Standard Road Plan TC-1, Work Not Affecting Traffic, is included in Section 50.

3.07 Encountered Utilities

(a) If it is not reasonable to modify the design in accordance with the General Conditions, then 3.07(b) through 3.07(d) shall apply.

(b) Existing utilities shall be relocated whenever they intersect the proposed improvements. The Engineer shall be contacted as soon as it is apparent an existing utility needs to be relocated and prior to beginning work.

(c) The Contractors shall maintain a clear, legible record of both horizontal and vertical location of existing crossed utilities and shall note any changes or repairs that were made.

(d) Relocating utilities shall be paid for by the use of appropriate pay items or as extra work in accordance with General Conditions if there is no appropriate item.

(e) Any utilities cut by the Contractor after they were properly marked shall be repaired by the Contractor at the Contractor's expense.

3.08 Construction Staging

(a) The Contractor shall use the staging area as shown on the drawings.

SECTION 4 CONSTRUCTION

4.01 General

(a) The work covered by this Section includes removals, earthwork, subgrade preparation, and structural concrete.

(b) The elevations, typical sections, and other details of construction are shown on the drawings and in Section 50 of these specifications.

4.02 Lake Water Management

(a) The spillway which is being reconstructed is the principal spillway for Holiday Lake. There is no means of lowering Holiday Lake. It is the intent of the schedule that a majority of the work could be completed in the fall or late summer when lake levels will be lower.

(b) If the water levels in the lake rise near the level of the spillway, sandbagging, pumping, or other temporary measures must be used to complete the improvements.

4.03 Removals

(a) Existing materials removed from this project shall become the property of the Contractor and shall be disposed of in a manner complying with local ordinances, state law, and the regulations of the Iowa DNR.

(b) The Contractor shall be paid for removals in the manner provided in Section 6. When there is no specific provision for payment, the removals shall be included in the cost of excavation.

(c) The Contractor shall saw cut and remove the existing concrete and headwalls as shown on the drawings. The concrete removals shall be in accordance with Iowa DOT Section 2510 except the depth of the saw cut shall be not less than 6 inches. Concrete removed from the site shall become the property of the Contractor and shall be disposed of off the project site.

(d) The Contractor shall remove existing concrete pipes as shown on the drawings.

(e) The Contractor shall remove the existing fence as shown on the drawings.

4.04 Modified SW-513 Intake

(a) The locations and grades for the proposed intake are shown on the drawings. The Contractor shall verify existing pipe elevations before ordering or constructing the intake.

(b) The intake shall be constructed in accordance with the details as shown on the drawings and Iowa DOT Section 2435.

4.05 Excavation

(a) Excavation may be done in order to remove the headwalls. The Contractor shall excavate the areas for the proposed headwalls as described in Iowa DOT Section 2402 and as modified herein.

(b) The Contractor shall dispose of any waste dirt off the project site.

(c) Safety fencing shall be installed around the excavated hole at the end of each working day. The fencing shall be 48-inch tall orange mesh safety fence as described in Iowa DOT Section 4188.03. The fence shall be supported with 6.5-foot long studded steel T-posts.

4.06 Stripping and Salvaging Topsoil

(a) The footprint for the spillway modifications shall be stripped of vegetation and at least 8 inches of topsoil. The stripped topsoil shall be spread on the disturbed areas before seeding. All the disturbed areas, except those areas which will be covered with concrete or riprap, shall be covered with topsoil at least 6 inches thick.

4.07 Salvaging, Stockpiling, and Placement of Revetment Stone

(a) The Contractor shall remove and salvage the stone from behind the existing inlet wingwalls.

(b) Salvaged revetment stone shall be placed behind the proposed wingwalls after the concrete has cured for 14 days.

4.08 Structural Concrete

(a) The cast-in-place concrete for the headwalls, wingwalls, curtain wall, and concrete floor shall be constructed as described in Iowa DOT Section 2403, as shown on the drawings, and as described herein.

(b) Concrete joint waterstops shall be sodium bentonite and butyl rubber concrete joint waterstops designed for horizontal and vertical concrete joints, $\frac{3}{4}$ " x 1" cross section and conforming to NSF61. The waterstop shall be designed to expand with water contact, sealing any cracks or leaks.

(c) Reinforcing steel shall be epoxy coated, Grade 60 steel, meeting the requirements of Iowa DOT Section 4151. Threaded dowel bar splicers shall develop at least 125% of the yield strength of the bar in tension.

(d) Plastic chairs shall be used to hold the reinforcing steel in the floor of the structure at the location shown on the drawings. Concrete blocks or bricks shall not be permitted. All reinforcing steel shall be securely held in place so movement does not occur during the concrete pour.

(e) White-pigmented curing compound for slabs that are exposed during curing shall be as described in Iowa DOT Section 4105.

4.09 Reinforced Concrete Pipe

(a) Reinforced concrete pipe shall be installed at the locations shown on the drawings.

(b) All reinforced concrete pipe shall be Class 2000D or stronger.

(c) Concrete culverts shall be installed in accordance with Iowa DOT Section 2416. Excavation shall be included in the price bid for the culverts and shall not be paid for separately.

(d) Type 2 connectors shall be required on all pipe joints as detailed in Iowa DOT Standard Road Plan DR-121.

(e) All pipe joints shall be wrapped in accordance with Iowa DOT Section 2416.

4.10 Cured-in-Place Pipe

(a) Cured-in-place pipe material shall meet the requirements of Iowa DOT Section 2549.02 and be constructed in accordance with Iowa DOT Section 2549.03.A.5.

SECTION 5
EROSION CONTROL, FINISH GRADING, CLEANUP, AND SEEDING

5.01 General

- (a) The work covered by this Section includes erosion control, finish grading, cleanup, and seeding of the project site.
- (b) It is the intent of the drawings and specifications to return all disturbed surfaces to a condition equal to or better than before the project started.
- (c) The erosion control shall meet the requirements of Iowa DOT Section 2602.
- (d) Finish grading and cleanup shall be done as close behind the construction process as possible. Failure to satisfactorily perform cleanup operations shall be sufficient reason to withhold payment for the work involved associated with the lack of cleanup.
- (e) Except as otherwise specified herein, materials and workmanship for spreading topsoil shall conform to Iowa DOT Section 2105.

5.02 Erosion Control

- (a) Silt fence and floating silt fence shall be furnished, installed, and maintained. Silt fence shall be for erosion control as shown on Iowa DOT Standard Road Plans EC-201 and EC-202 in Section 50.
- (b) Silt fence shall be installed at locations as shown on the drawings.

5.03 Chain Link Fence

- (a) Chain link fence (48 inches tall) with a 6-foot gate shall be furnished and installed in locations shown on the drawings.
- (b) Chain link fence material shall conform with Iowa DOT Section 4154 and be constructed in accordance with Iowa DOT Standard Road Plan MI-102 and Iowa DOT Section 2519. Fence fabric and posts shall be vinyl coated and black in color.

5.04 Class B Revetment

- (a) Class B revetment shall be furnished and installed in the locations on the drawings.
- (b) The stone shall be placed as described for Class B revetment in Iowa DOT Section 2507.03(B). Engineering fabric need not be placed under the revetment stone.

5.05 Trash Guard

(a) The trash guard for the 24-inch diameter pipes located at the inlet shall be made from stainless steel and as supplied by Agri-Drain Corporation, or equivalent.

(b) Trash guard shall have four stainless steel brackets bolted on by ½-inch anchor bolts.

5.06 Backfill and Cleanup

(a) After the pavement has been cured for 14 days, the headwalls and wingwalls shall be backfilled in accordance with Iowa DOT Section 2402.034.

(b) The backfill shall not be measured for payment but shall be included in the cost of excavation.

5.07 Fertilizing, Seeding, and Mulching

(a) All turf areas disturbed by the construction shall be fertilized, seeded, and mulched using a hydraulic seeder in accordance with Iowa DOT Section 2601 using the urban seed mixture in Table 2601.03-4.

(b) Mechanical rotary tillage equipment shall be used for the preparation of the seedbed in all turf areas disturbed by the construction. The seedbed shall be prepared to a depth of 3 inches.

(c) Fertilizing, seedbed preparation, seeding, and mulching shall be accomplished between March 1 and May 31 and August 10 and September 30.

(d) The fertilizer shall be 6-24-24, or equivalent, applied at the rate of 300 pounds per acre. No lime will be required. The seed mix and application rate shall be as specified in Iowa DOT Section 9010.

(e) If the seeding does not grow uniformly or it is not as dense and lush as the adjacent undisturbed grassy areas, the Contractor shall be responsible for re-seeding, fertilizing, and mulching until the disturbed areas are restored to equal or better condition as the adjacent areas.

SECTION 6
DESCRIPTION OF PAY ITEMS
AND BASIS OF COMPENSATION

6.01 General

(a) The items listed and described in Section 6.02 are those upon which bids shall be taken. Any part of the improvement not specifically included as a Pay Item shall be considered as incidental to the Pay Items and covered in the Contract price.

(b) Unless otherwise specifically stated, the Contract price shall be full compensation to the Contractor for furnishing all labor, materials, equipment, tools, supervision, and incidentals and completing the improvement according to the drawings and specifications.

6.02 Pay Items and Basis of Compensation

(1) Excavation for Structures. This item includes the removal of all earth, rock, and other materials to the limits shown on the drawings or staked by the Engineer; backfilling; and hauling waste material as specified in Section 4. Compensation shall be at the Contract lump sum price.

(2) Removal of Pipe. This item includes removing and disposing of the existing pipe sections as shown on the drawings and as described in Section 4. Compensation shall be at the Contract price per linear foot of culvert and aprons removed.

(3) Removals as Per Plan. This item includes sawcutting, removing, and disposing of the existing headwalls, wingwalls, aprons, and concrete as shown on the drawings and as described in Section 4. Compensation shall be at the lump sum Contract price.

(4) Removal of Fence. This item includes the removal of fence and fence posts as shown on the drawings and as described in Section 4. Compensation shall be at the Contract price per linear foot of fence removed.

(5) Lake Water Management. This item includes managing the lake water as described in Section 4. Compensation shall be at the lump sum Contract price.

(6) Strip, Stockpile, and Salvage Topsoil. This item includes stripping, stockpiling, and spreading topsoil as described in Section 4. Compensation shall be at the Contract price per cubic yard, based upon the computed contract quantity, without further measurement.

(7) Strip, Stockpile, and Salvage Riprap. This item includes removing, stockpiling, and spreading riprap as described in Section 4 and as shown on the drawings. Compensation shall be at the Contract lump sum price.

(8) Reinforced Concrete Pipe, 24". This item includes furnishing, cutting, and installing 24-inch RCP as shown on the drawings and as described in Section 4. Compensation shall be at the Contract price per linear foot of RCP furnished and installed.

(9) Modified SW-513 Intake. This item includes the furnishing and installing of the intake as described in Section 4 and as shown on the drawings. Compensation shall be at the Contract price per modified SW-513 intake furnished and placed.

(10) Structural Concrete. This item includes furnishing and placing the structural Portland cement concrete and reinforcing steel for the construction of the headwalls, wing walls, curtain walls, and floors, as shown on the drawings and as described in Section 4. Furnishing and installing compacted or consolidated rock as shown on the drawings is considered incidental to this item. Compensation shall be at the Contract price per cubic yard based on the computed plan quantity of Portland cement concrete furnished and placed.

(11) Trash Guard, 24". This item includes furnishing and installing the 24-inch trash guard at the inlet pipes. Refer to the manufacturer's specifications for installation guidelines. Compensation shall be at the Contract price per each guard furnished and installed.

(12) Chain-Link Fence, 48". This item includes furnishing and installing the chain-link fence and gate as shown on the drawings and as described in Section 4. Compensation shall be at the Contract price per linear foot of field fence furnished and installed.

(13) Class B Revetment. This item includes furnishing and installing Class B revetment as described in Section 4 and as shown on the drawings. Compensation shall be the Contract price per ton of Class B revetment furnished and placed. Measurement shall be by scale tickets furnished by the Contractor and verified by the Engineer as each load is delivered on site.

(14) Fertilizing, Seeding, and Mulching. This item includes fertilizing, seeding, and mulching as described in Section 4. Compensation shall be at the Contract lump sum price.

(15) Silt Fence; Install, Maintenance, Removal. This item includes furnishing, installing, maintaining, and removing the silt fence as shown on the drawings and as described in Section 5. Compensation shall be at the Contract price per linear foot of silt fence furnished, installed, maintained, and removed.

(16) Floating Silt Fence; Install, Maintenance, Removal. This item includes furnishing, installing, maintaining, and removing the floating silt fence as shown on the drawings and as described in Sections 4 and 7. Compensation shall be at the Contract price per linear foot of silt

fence furnished, installed, maintained, and removed.

(17) Traffic Control. This item includes furnishing, placing, and maintaining all traffic control items, such as barricades and signs, and providing access to local residents, as described in Section 3. Compensation shall be at the lump sum Contract price.

(18) Mobilization. This item includes the mobilization as described in Section 2.40. Compensation shall be at the lump sum Contract price, with partial payments being made as described in Section 2.40.

Bid Alternate

(19) Cured-in-Place Pipe. This item includes all labor and materials to clean, prepare, and install the cured-in-place pipe as described in Section 4. Compensation shall be at the Contract price per linear foot of pipe cleaned, prepared, and installed.

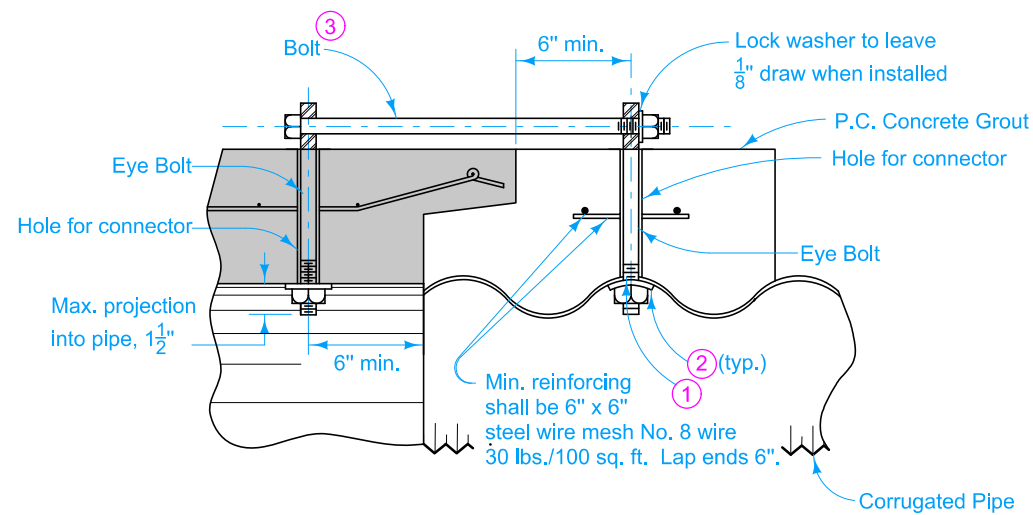
SECTION 50
STANDARD GENERAL SPECIFICATIONS
IOWA DOT STANDARD ROAD PLANS

PLEASE NOTE:

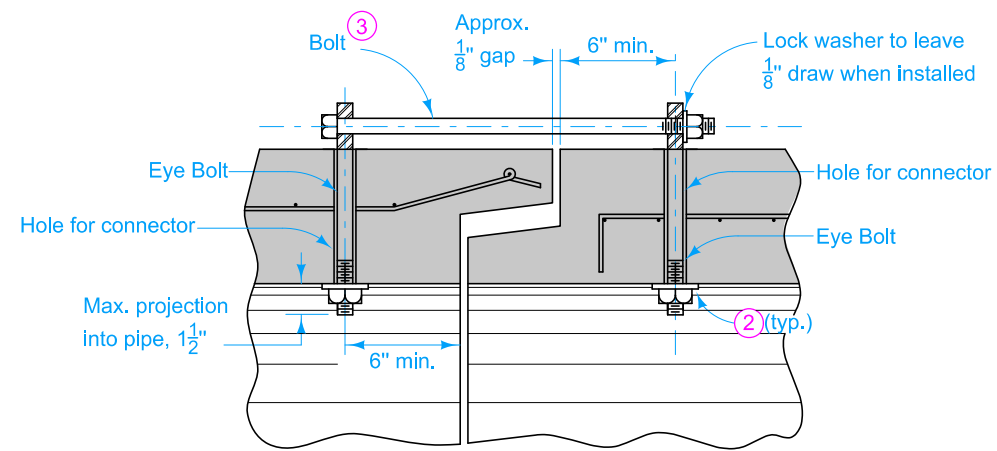
The Iowa DOT Specifications are available electronically at this web address:
www.iowadot.gov/erl/index.html.

IOWA DOT STANDARD ROAD PLANS

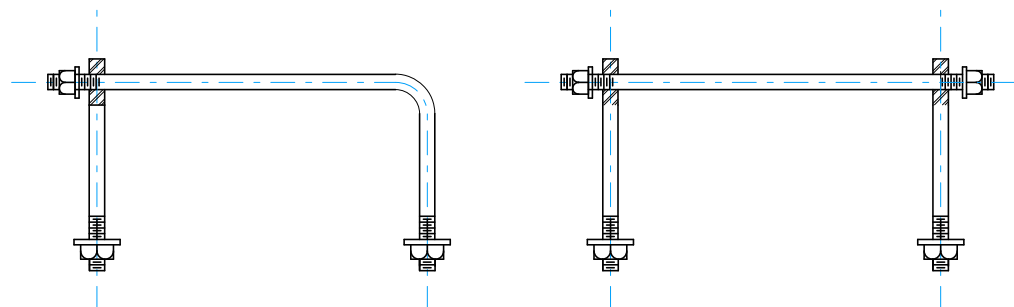
DR-121	Connected Pipe Joints
EC-201	Silt Fence
EC-202	Floating Silt Curtain
MI-102	Chain Link Fence Construction
TC-1	Work Not Affecting Traffic (Two-Lane or Multi-Lane)



**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Corrugated Pipe)**



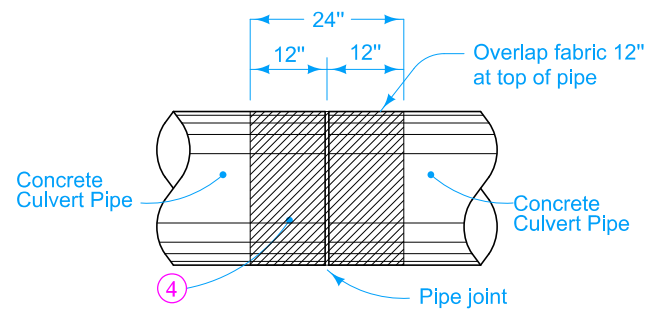
**SECTION OF PIPE CONNECTOR
(Concrete Pipe to Concrete Pipe)**



ONE BEND END

THREADED AT BOTH ENDS

OPTIONAL BOLTS/CONNECTORS



PIPE JOINT WRAPPING

PIPE SIZE (in)	CONNECTOR AND BOLT SIZE (in.)	HOLE FOR CONNECTOR (in.)
12 to 27	5/8	7/8
30 to 60	3/4	1.0
66 to 132	1.0	1 1/4

Wrap all joints on concrete roadway pipe culverts.

Use Type 3 Connections on all culvert pipes, unless specified otherwise. Refer to Materials I.M. 445.01 for Connector requirements.

Minimum 2 threads showing at all threaded ends.

Connections not required on pipe sections installed by trenchless methods.

For belled concrete pipe joints, connectors may be installed on the inside of the pipe.

TYPE 1

One connector at the top of the pipe section.

TYPE 2 (Sealed Joint)

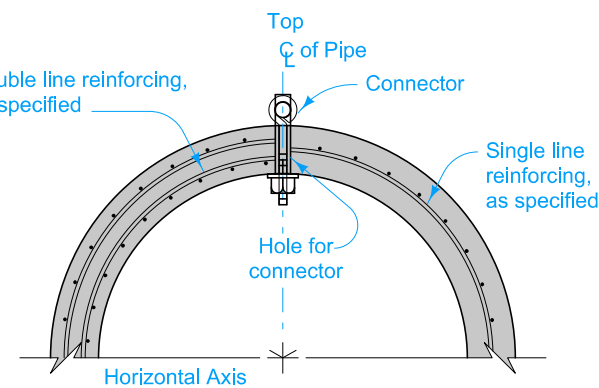
Two connectors near the top of the pipe section. For details of reinforcement, refer to AASHTO M 170 for the class of pipe required. Refer to Materials I.M. 491.09 for seal requirements.

TYPE 3 (Non - Sealed Joint)

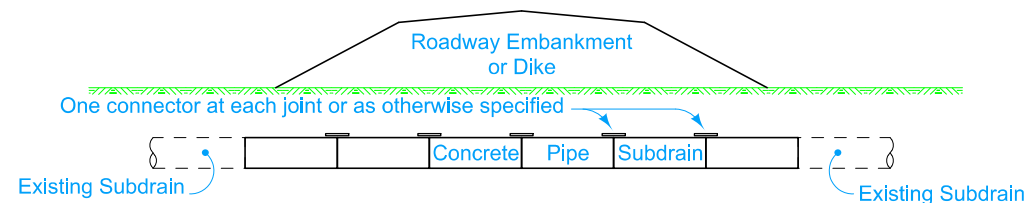
Two connectors near the top of the pipe section. For details of reinforcement, refer to AASHTO M 170 for the class of pipe required.

- ① If holes are field drilled, place a ribbon of butyl sealant around bolts before placing 3 in. x 3 in. x 1/4 in. plate on bolts through corrugated metal pipe and tightening nuts.
- ② 1 3/4 inch round x 9/64 inch thick washer or 3 in. x 3 in. x 1/4 in. square plate (shaped to pipe radius).
- ③ Connectors with One Bend End and Bell End spacers allowed per Materials I.M. 451. Refer to Optional Bolts detail.
- ④ Engineering fabric for embankment erosion control.

Possible Tabulations:
104-3
104-5B



**TYPICAL SECTION
(Non-Sealed Joint)**



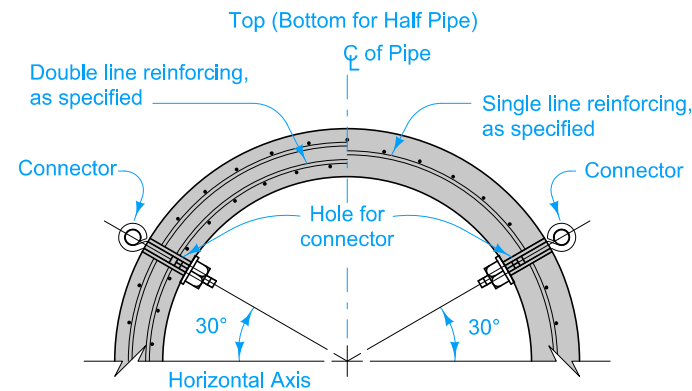
TYPICAL INSTALLATION

TYPE 1 CONNECTION

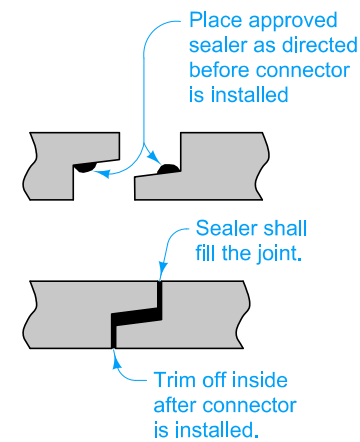
	REVISION	
	4	04-18-23
STANDARD ROAD PLAN		DR-121
REVISIONS: Corrected title.		SHEET 1 of 2

APPROVED BY DESIGN METHODS ENGINEER

CONNECTED PIPE JOINTS

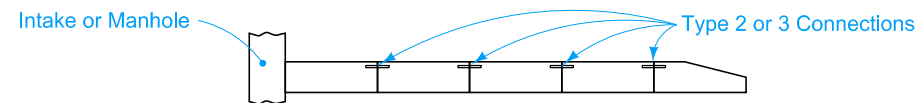


**TYPICAL SECTION
TYPE 2 CONNECTION
TYPE 3 CONNECTION**

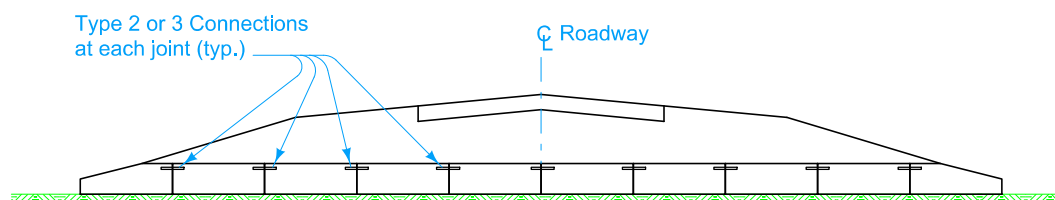


**SEALED JOINT
TYPE 2 CONNECTION**

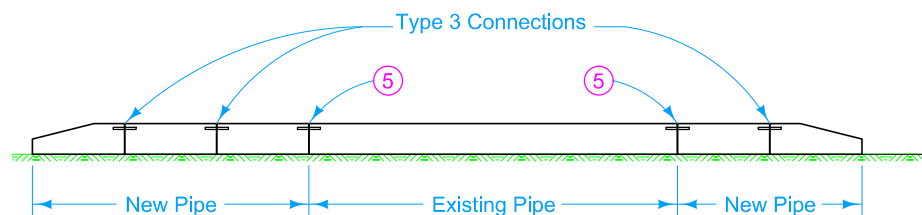
⑤ On culvert extensions, connect all new joints including the joint between the old and new culvert pipe. Holes may need to be drilled into existing pipes.



**TYPICAL INSTALLATION
STORM SEWER OUTLET - TYPE 2 OR TYPE 3 CONNECTION**



**TYPICAL INSTALLATION
NEW CONSTRUCTION - TYPE 2 or 3 CONNECTION**



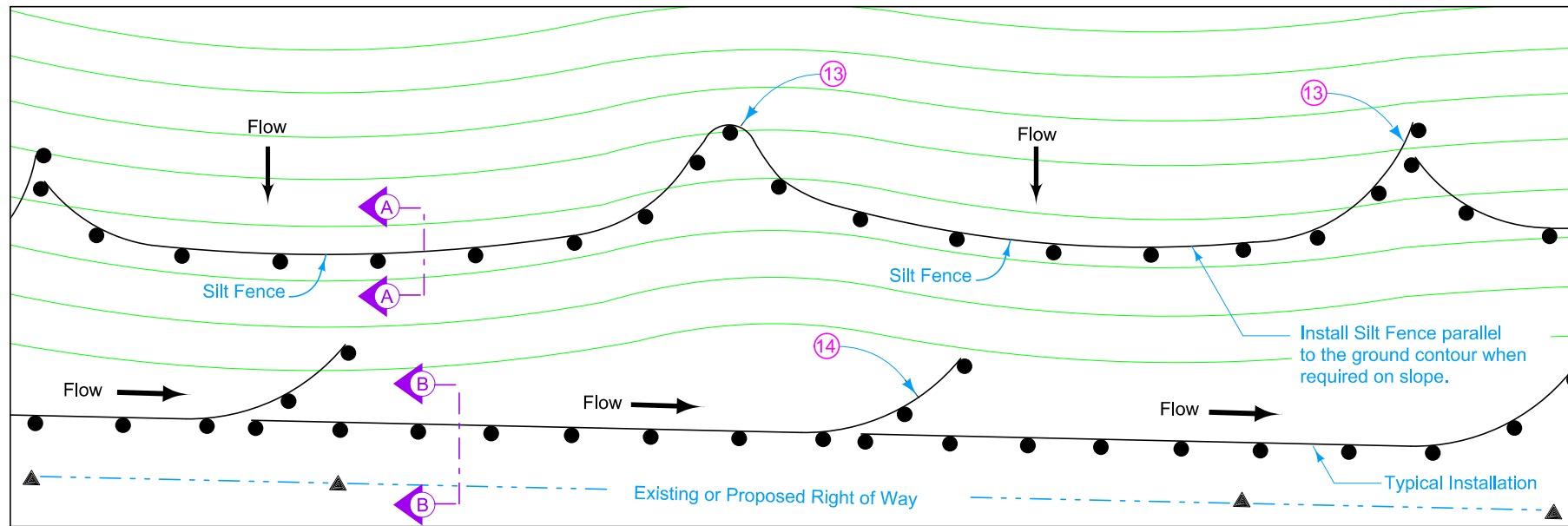
**TYPICAL INSTALLATION
PIPE EXTENSION - TYPE 3 CONNECTION**

TYPE 2 AND TYPE 3 CONNECTIONS

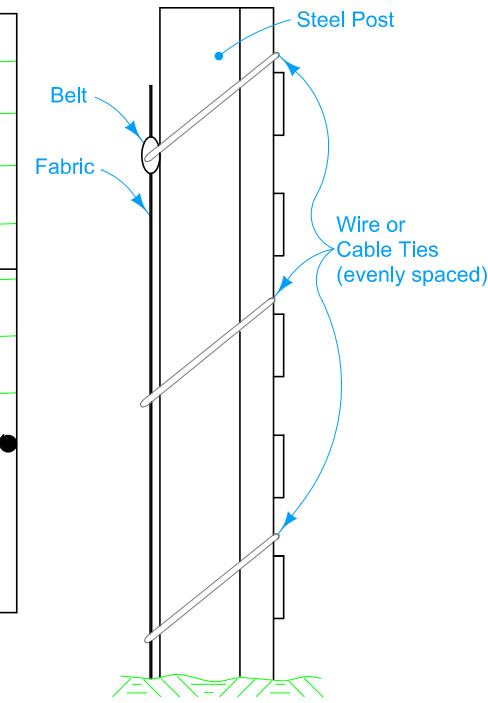
	REVISION	
	4	04-18-23
STANDARD ROAD PLAN		DR-121
REVISIONS: Corrected title.		SHEET 2 of 2

APPROVED BY DESIGN METHODS ENGINEER

CONNECTED PIPE JOINTS



PLAN FOR SILT FENCE (11)



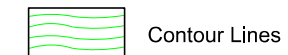
PROFILE VIEW ATTACHMENT TO POST

Install all silt fence using a silt fence machine. Use manual (trench) installation if physical conditions prohibit machine installation.

For machine installation, compact by driving over each side of silt fence at least two times with a rubber-tired vehicle.

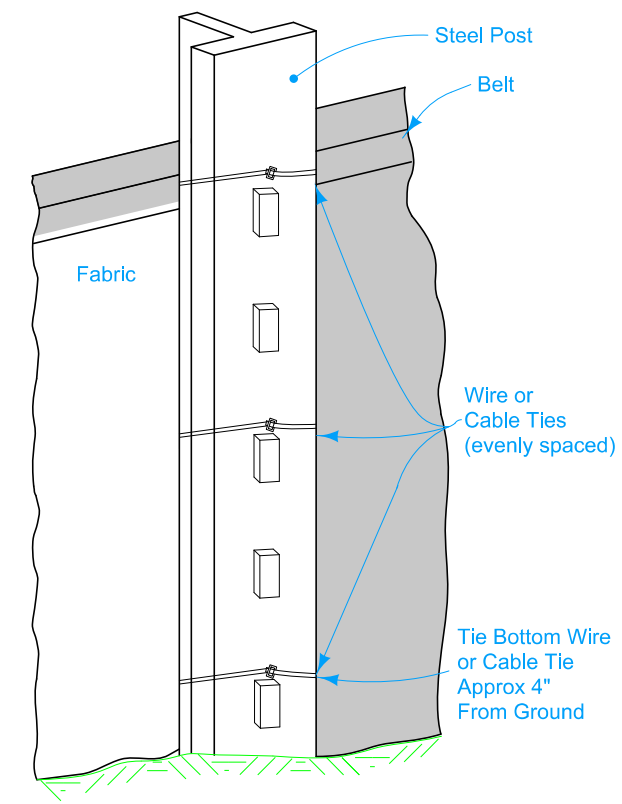
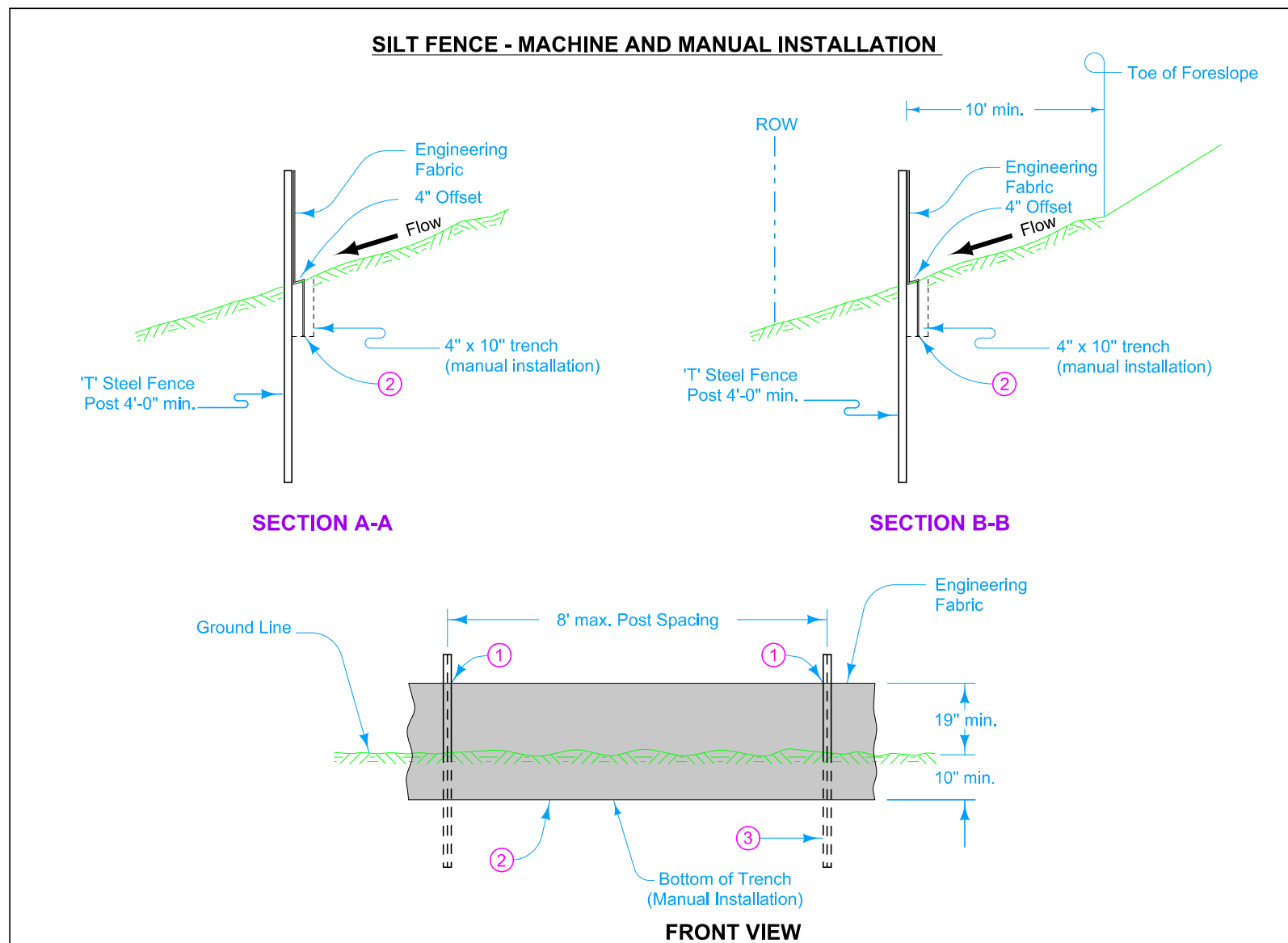
For manual installation, compact with a mechanical or pneumatic tamper.

- ① Secure top of engineering fabric to steel posts using cable ties (50 lb.) or wire passing through or encompassing the belt. See attachment to post.
- ② For manual installation only, fold engineering fabric along bottom of trench.
- ③ Embed all posts 28 inches below the ground line.
- ⑪ Refer to Tab. 100-17
- ⑬ The contractor has two installation options:
 - Place silt fence continuously up to a maximum of 200 feet. For every 200 foot segment of fence placed, flare up the slope on both ends 20 feet of the segment to contain runoff as shown, or
 - Place silt fence continuously. Every 200 feet, place a hump that extends 20 feet up the slope to contain runoff as shown.
- ⑭ Place silt fence continuously up to a maximum length of 200 feet. For every segment of silt fence that is placed, flare up the slope on both ends 20 feet of the segment to contain runoff as shown.



Possible Contract Items:
Silt Fence
Silt Fence for Ditch Checks

Possible Tabulations:
100-17
100-18



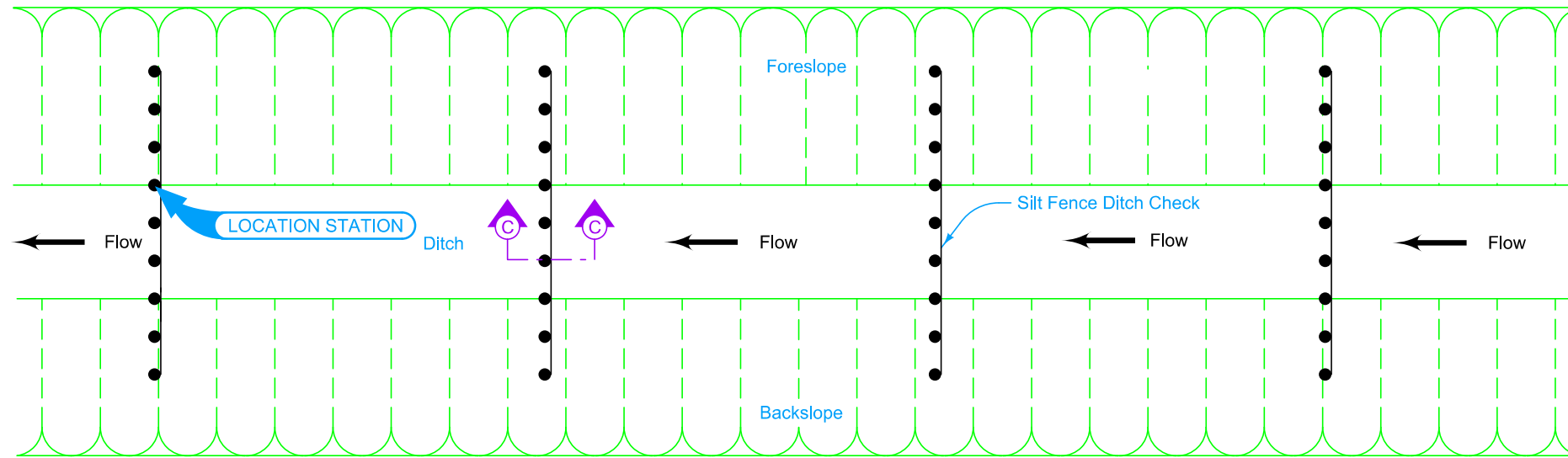
BACK VIEW ATTACHMENT TO POST

	REVISION	
	6	04-20-21
STANDARD ROAD PLAN		EC-201
		SHEET 1 of 6

REVISIONS: Modified trench to 10". Added circle notes 13 & 14.

Shawn Miller
APPROVED BY DESIGN METHODS ENGINEER

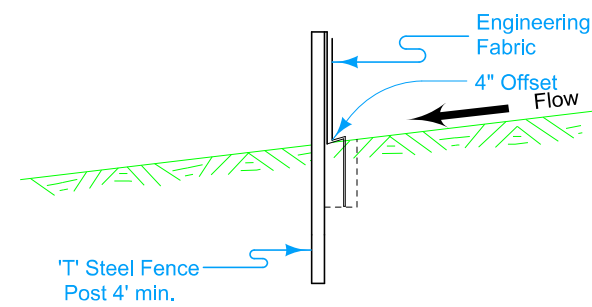
SILT FENCE



PLAN FOR DITCH CHECK (TYPE 1) ¹²

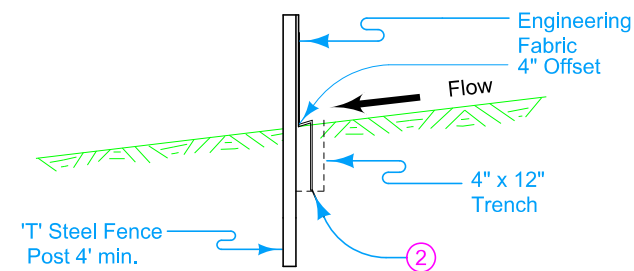
- ① Secure top of engineering fabric to steel posts using cable ties (50 lb.) or wire passing through or encompassing the belt. See attachment to post.
- ② For manual installation only, fold engineering fabric along bottom of trench.
- ③ Embed all posts 28 inches below the ground line.
- ④ Locate posts at toe of foreslope and toe of backslope and space remaining posts equally.
- ⑤ Minimum end span (in feet) = 2 X Foreslope (H:V).
- ⑥ Minimum end span (in feet) = 2 X Backslope (H:V).
- ⑫ Refer to Tab. 100-18

DITCH CHECK - MACHINE INSTALLATION

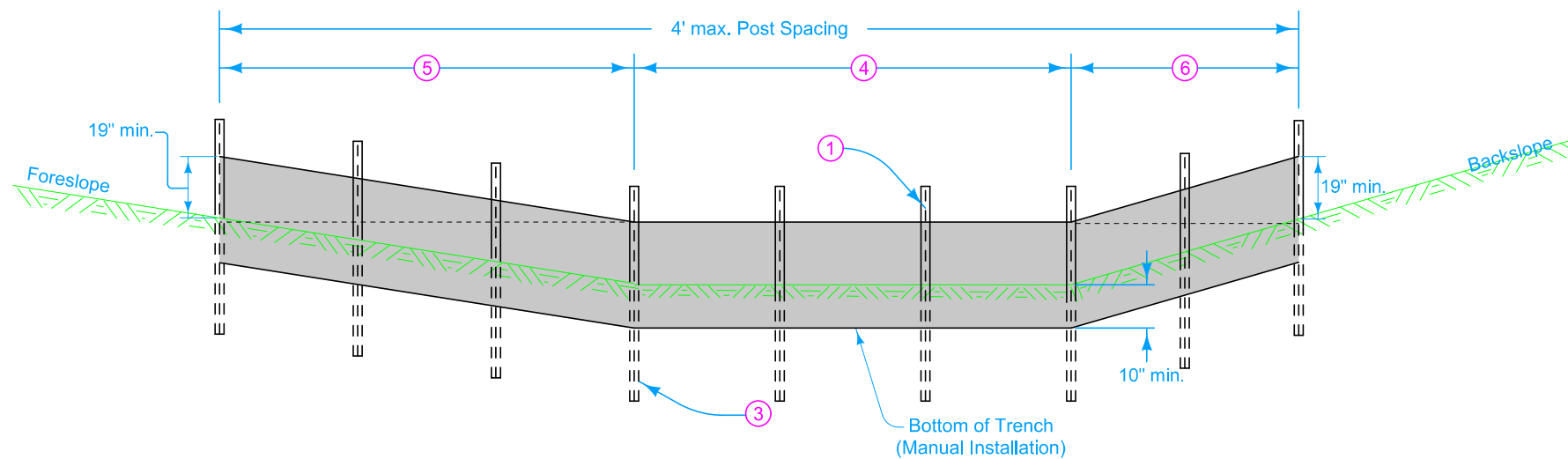


SECTION C-C

DITCH CHECK - MANUAL INSTALLATION



SECTION C-C

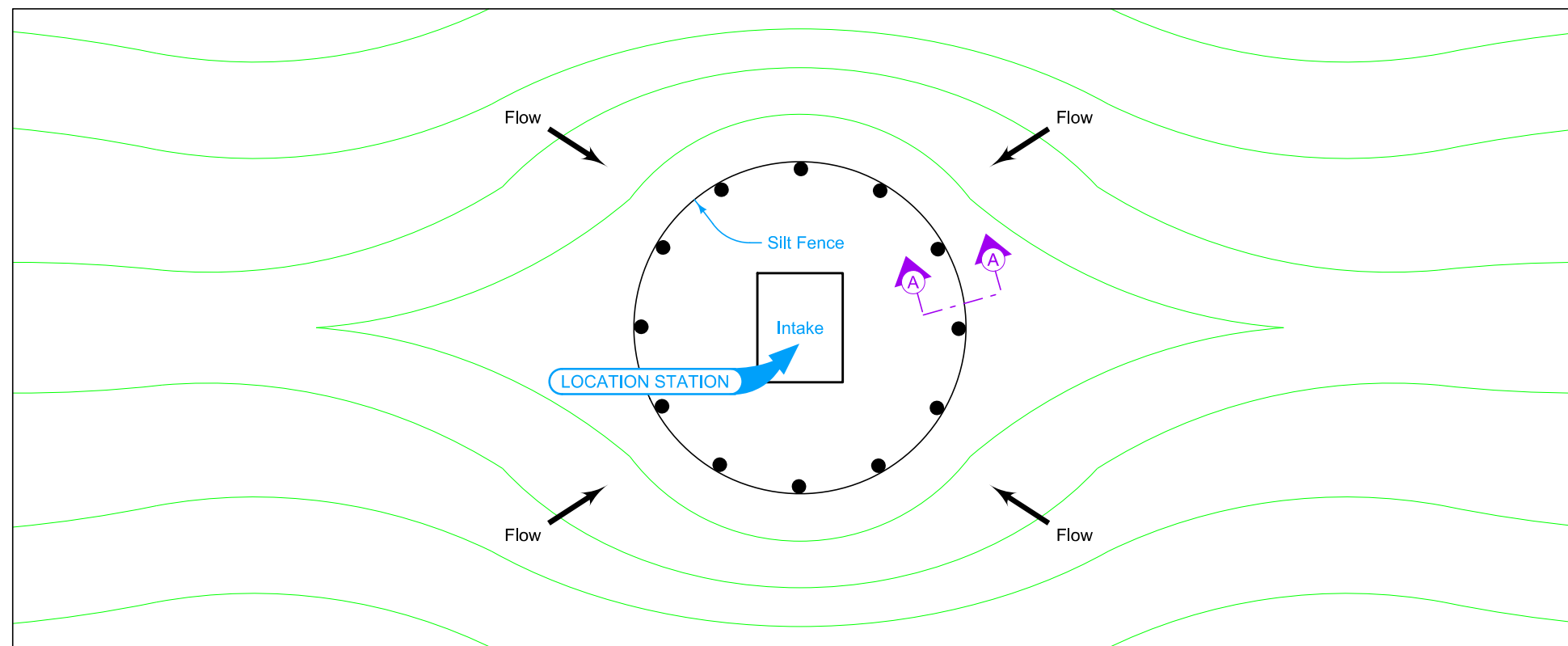


FRONT VIEW

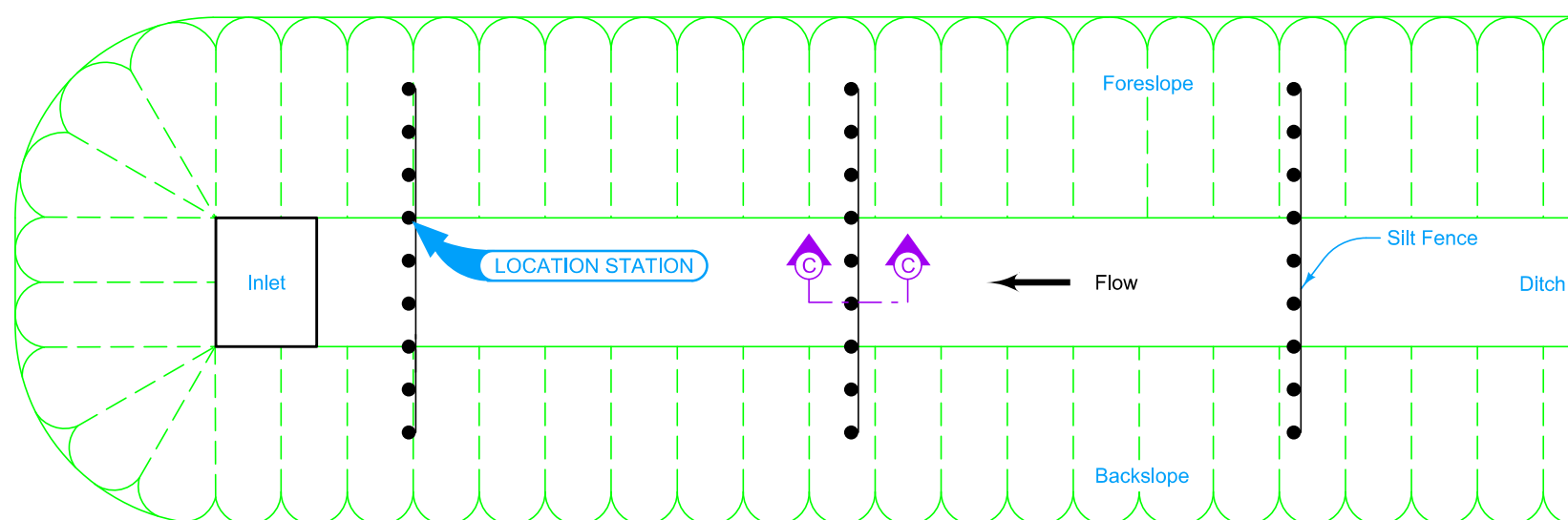
	REVISION	
	6	04-20-21
STANDARD ROAD PLAN		EC-201
		SHEET 2 of 6
REVISIONS: Modified trench to 10". Added circle notes 13 & 14.		
 APPROVED BY DESIGN METHODS ENGINEER		

SILT FENCE

12 Refer to Tab. 100-18





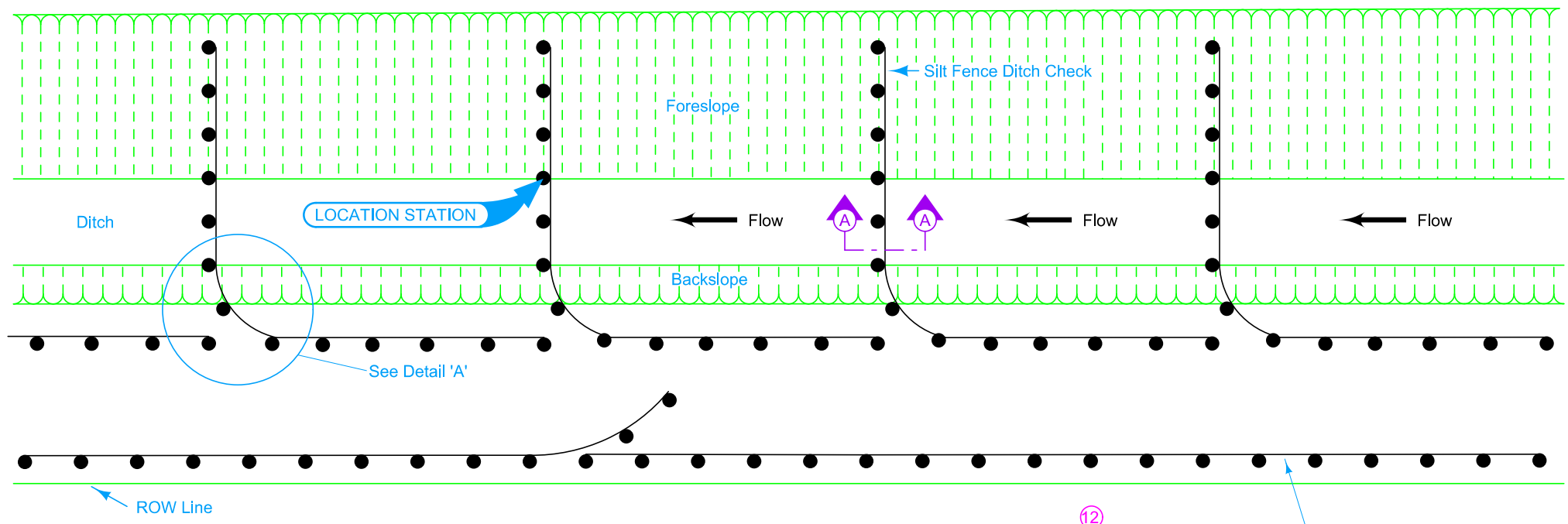
PLAN FOR SILT FENCE AT INTAKE (TYPE 2) 12



PLAN FOR SILT FENCE DITCH CHECK AT INLET (TYPE 3) 12

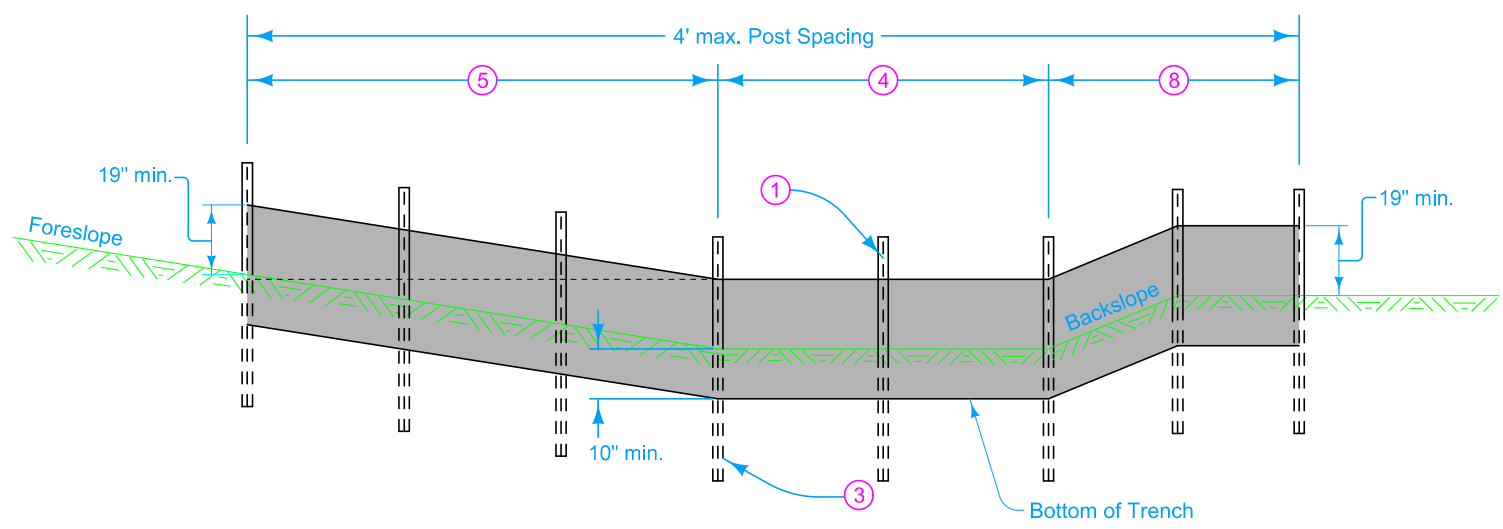
 Contour Lines

	REVISION	
	6	04-20-21
STANDARD ROAD PLAN		EC-201
		SHEET 3 of 6
REVISIONS: Modified trench to 10". Added circle notes 13 & 14.		
 APPROVED BY DESIGN METHODS ENGINEER		
SILT FENCE		

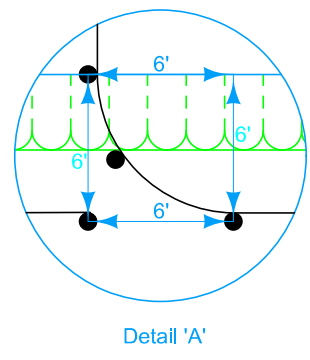


PLAN FOR SILT DITCH (SHALLOW DITCH SECTION-TYPE 4) ¹²

- ① Secure top of engineering fabric to steel posts using cable ties (50 lb.) or wire passing through or encompassing the belt. See attachment to post.
- ③ Embed all posts 28 inches below the ground line.
- ④ Locate posts at toe of foreslope and toe of backslope and space remaining posts equally.
- ⑤ Minimum end span (in feet) = 2 X Foreslope (H:V).
- ⑧ Place posts shown in Detail 'A' to transition from transverse to parallel installation. Place one post at the back slope intercept and the other beyond the intercept.
- ⑫ Refer to Tab. 100-18

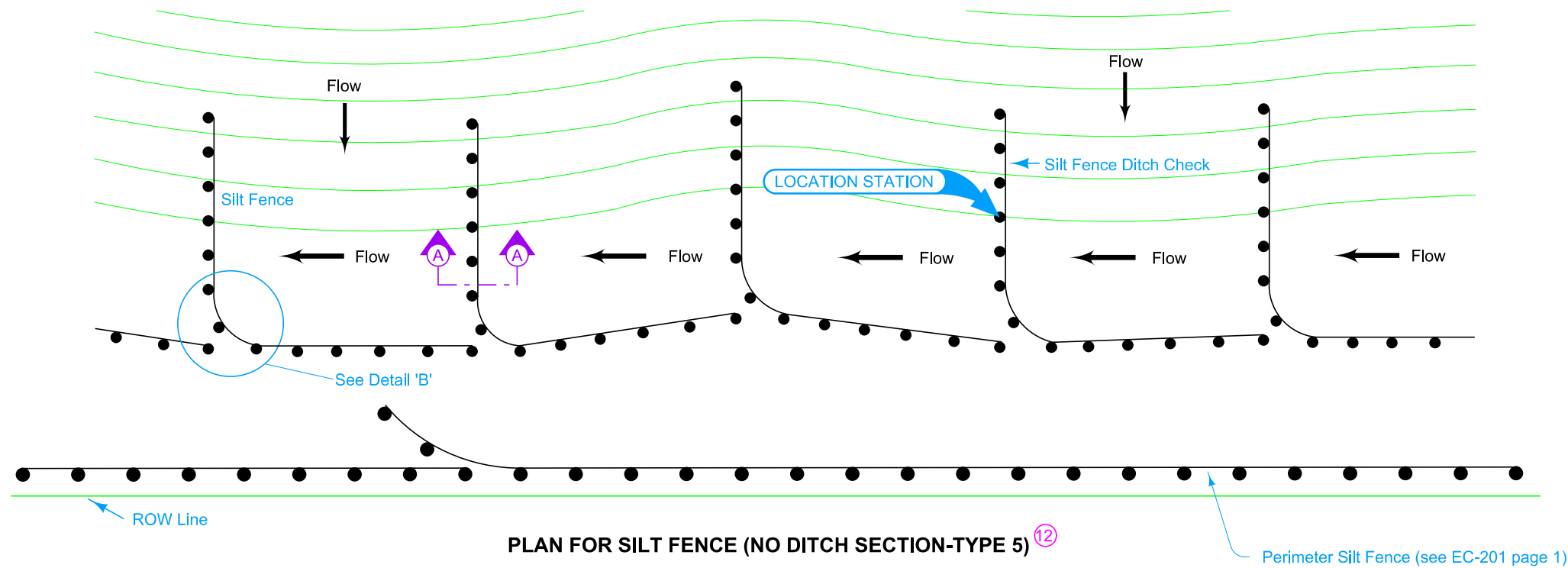


FRONT VIEW

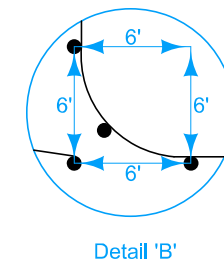
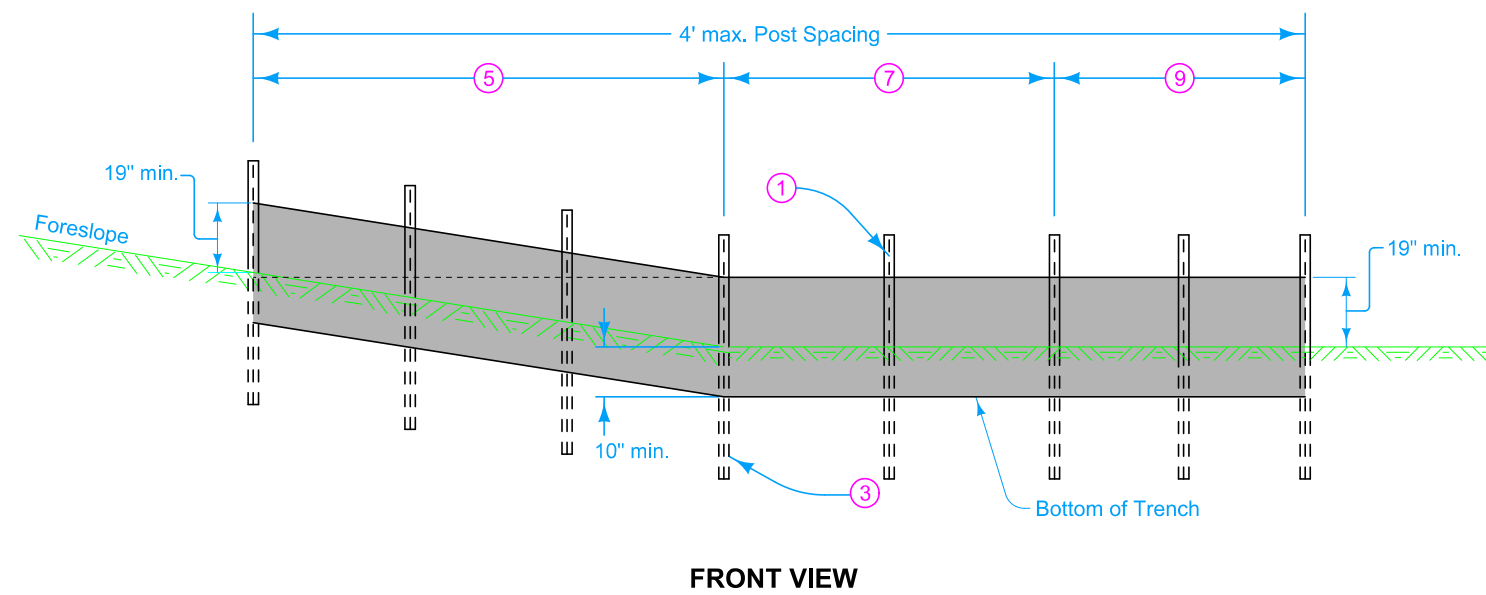


Detail 'A'

	REVISION	
	6	04-20-21
STANDARD ROAD PLAN		EC-201
		SHEET 4 of 6
REVISIONS: Modified trench to 10". Added circle notes 13 & 14.		
 APPROVED BY DESIGN METHODS ENGINEER		
SILT FENCE		

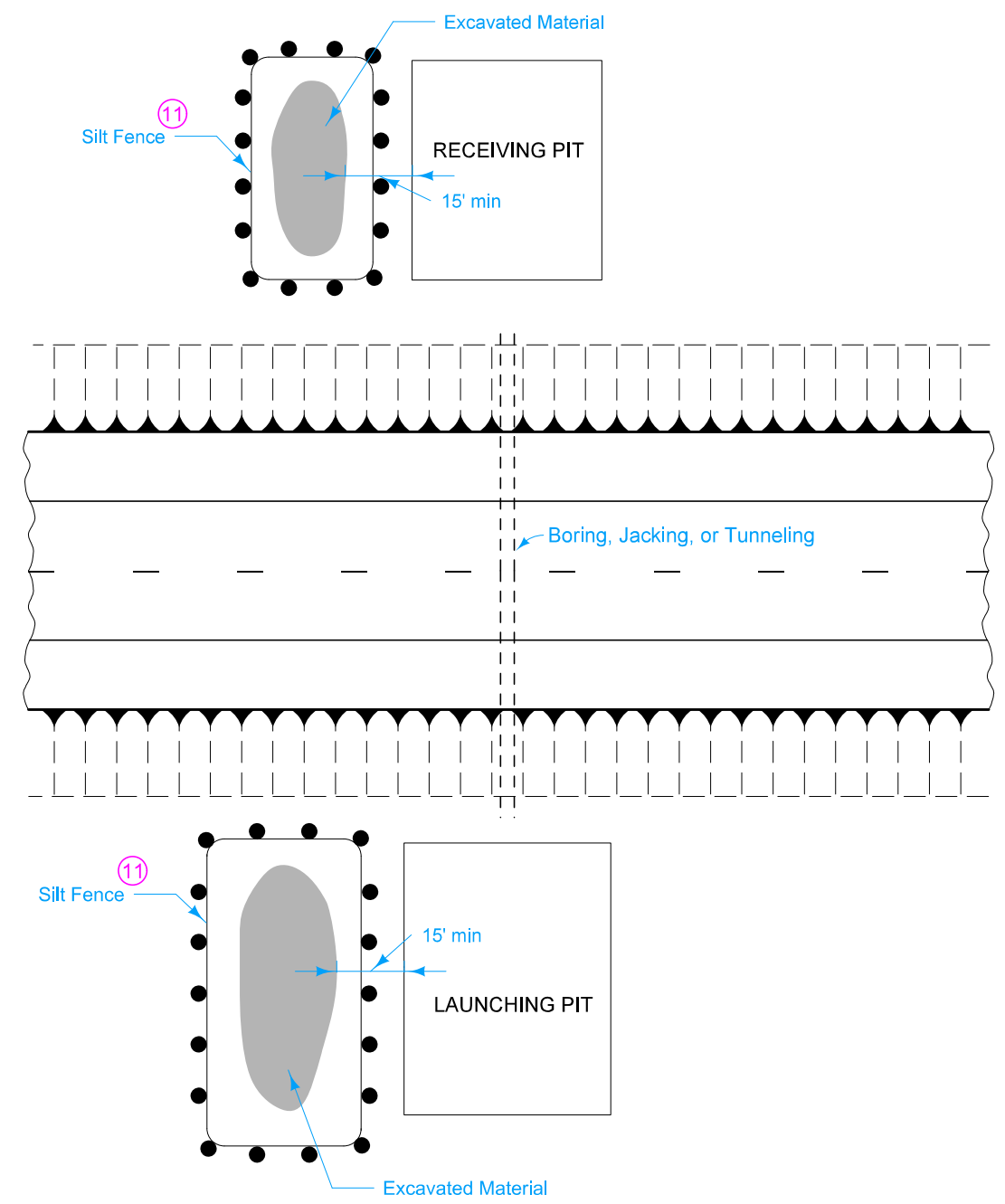


- ① Secure top of engineering fabric to steel posts using cable ties (50 lb.) or wire passing through or encompassing the belt. See attachment to post.
- ③ Embed all posts 28 inches below the ground line.
- ⑤ Minimum end span (in feet) = 2 X Foreslope (H:V).
- ⑦ Locate posts at toe of foreslope. Locate posts at 4 foot spacing
- ⑨ Place posts as shown in Detail 'B' to transition from transverse to parallel installation. The parallel portion of the installation should approximately parallel the intercept of the foreslope.
- ⑫ Refer to Tab. 100-18




	REVISION	
	6	04-20-21
STANDARD ROAD PLAN		EC-201
		SHEET 5 of 6
REVISIONS: Modified trench to 10". Added circle notes 13 & 14.		
 <small>APPROVED BY DESIGN METHODS ENGINEER</small>		
SILT FENCE		

11 Refer to Tab. 100-17



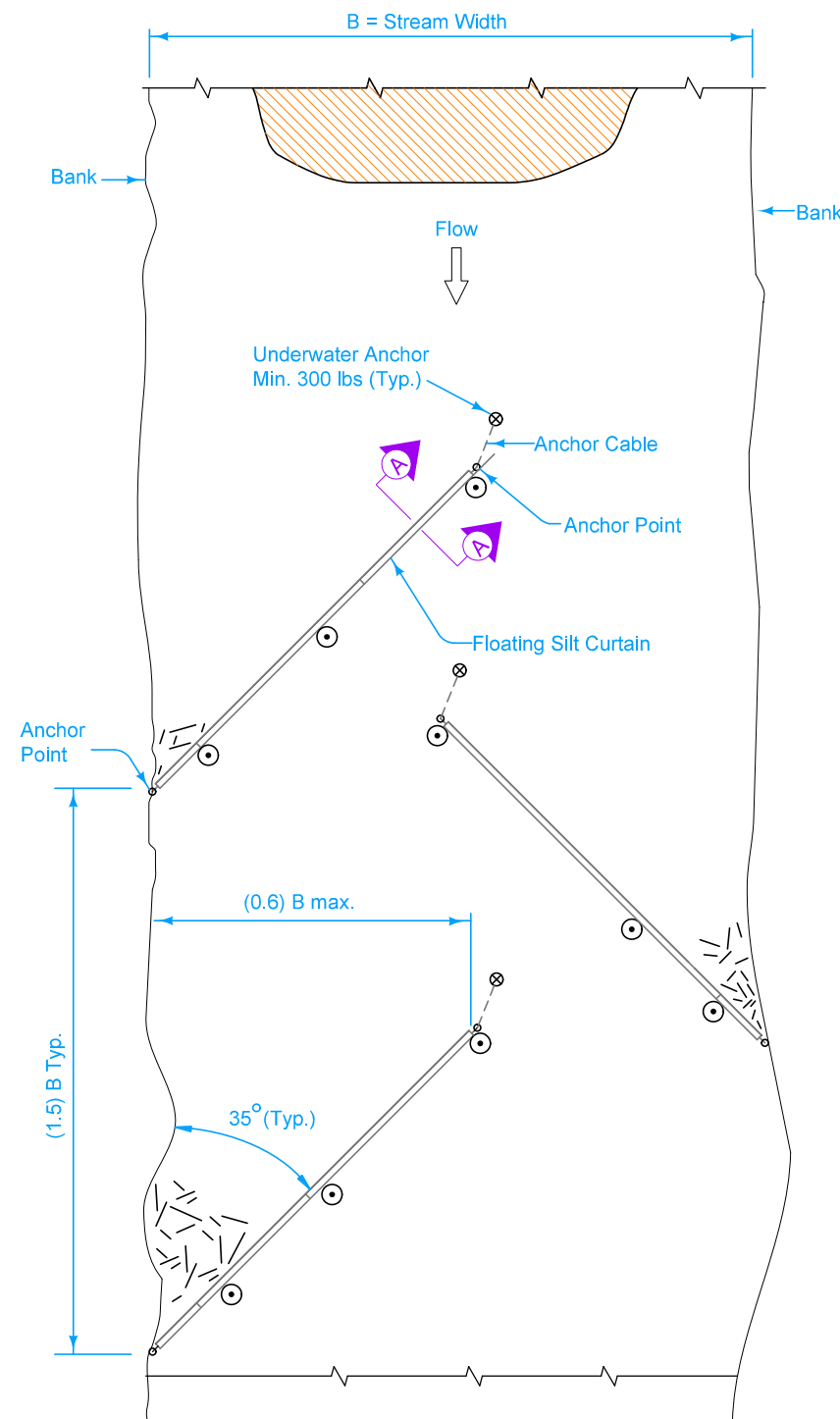
PLAN FOR SILT FENCE FOR TRENCHLESS CONSTRUCTION

 STANDARD ROAD PLAN	REVISION	
	6	04-20-21
EC-201		
SHEET 6 of 6		
REVISIONS: Modified trench to 10". Added circle notes 13 & 14.		
<i>Steve Miller</i> APPROVED BY DESIGN METHODS ENGINEER		
SILT FENCE		

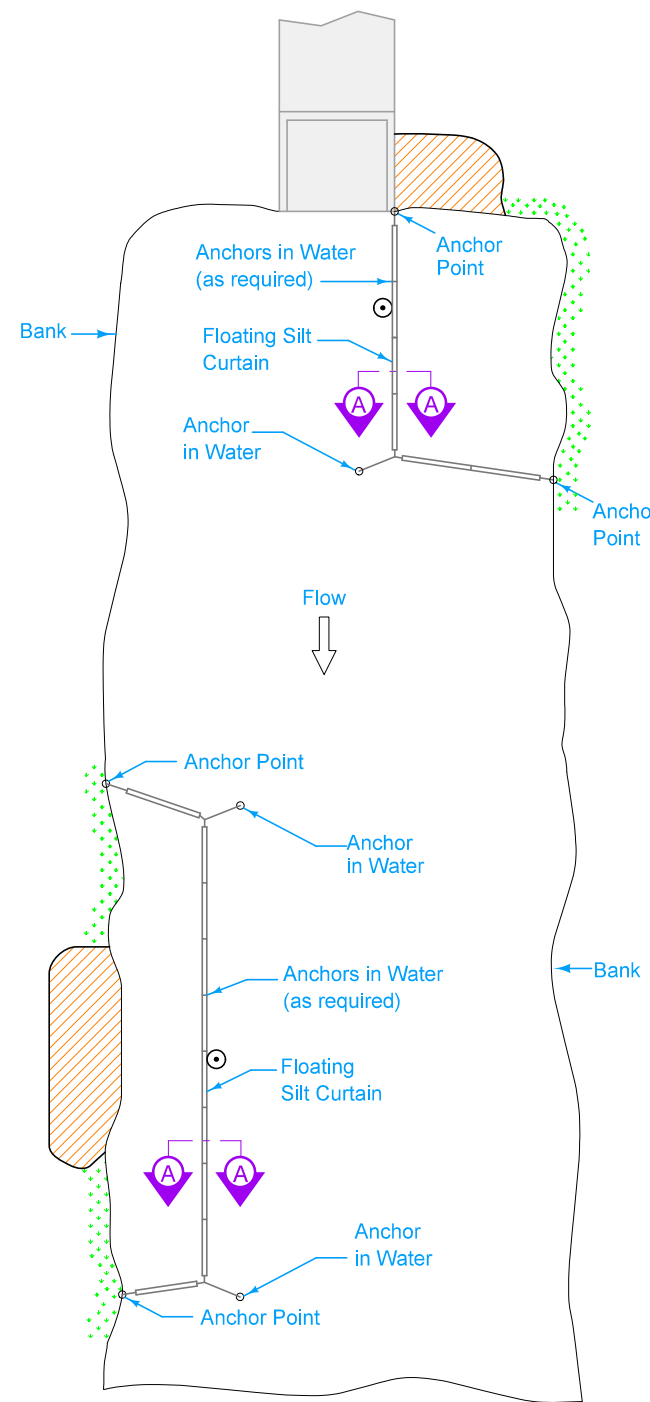
Keep silt curtain as close to work area as possible.

Depth of curtain is the dimension of the curtain fabric extending below the flotation, i.e. hanging in the water.

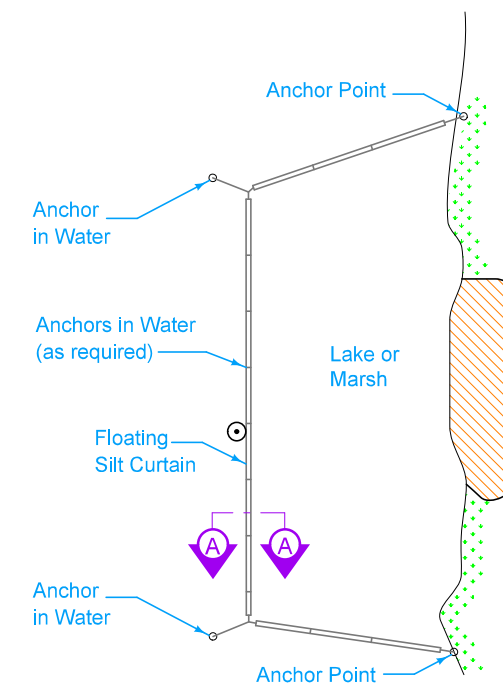
Install according to Hanging Installation unless specified otherwise.



PLAN
Disturbed Area within Stream



PLAN
Disturbed Area Adjacent to Stream



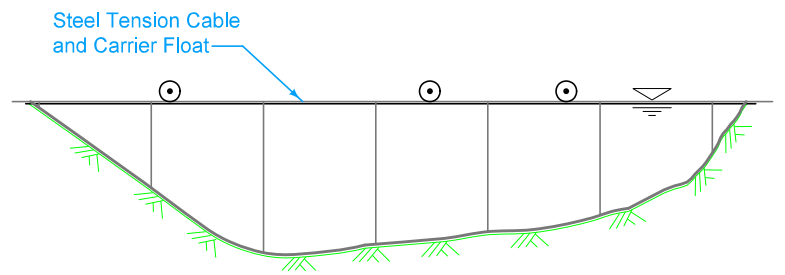
PLAN
Still Water Only

LEGEND	
	Carrier Float
	Buoy
	Undisturbed Vegetation
	Disturbed Soil

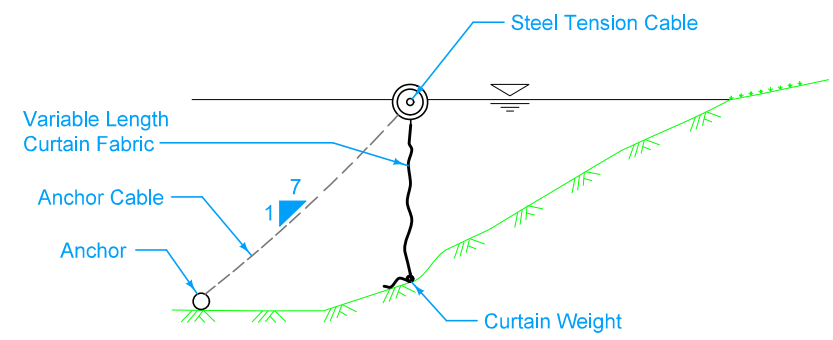
- Possible Contract Items:
- Clean-out of Floating Silt Curtain (Containment)
 - Floating Silt Curtain (Containment)
 - Floating Silt Curtain (Hanging)
 - Maintenance of Floating Silt Curtain

Possible Tabulation:
100-10

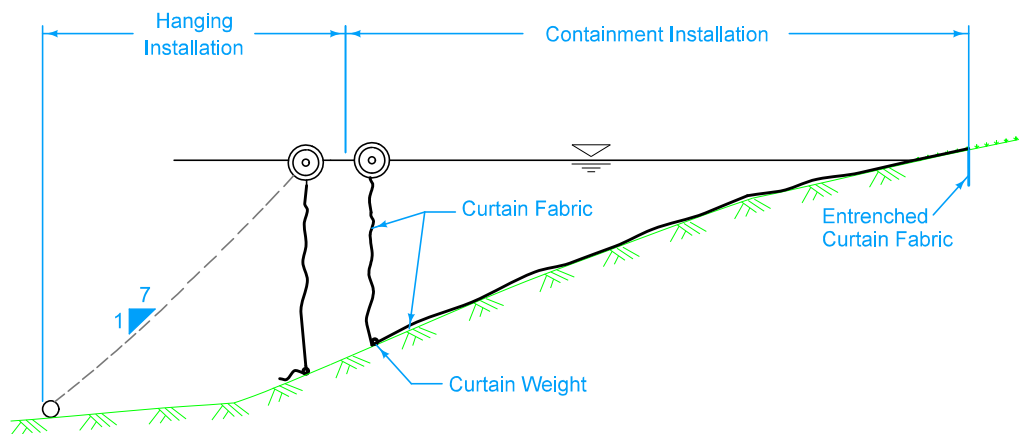
	REVISION	
	6	10-21-14
STANDARD ROAD PLAN		EC-202
		SHEET 1 of 2
REVISIONS:	Removed 100' typical spacing between anchors on page 2. Added possible contract item. Removed sections of standard notes and circle note 1.	
APPROVED BY DESIGN METHODS ENGINEER		
FLOATING SILT CURTAIN		



PROFILE



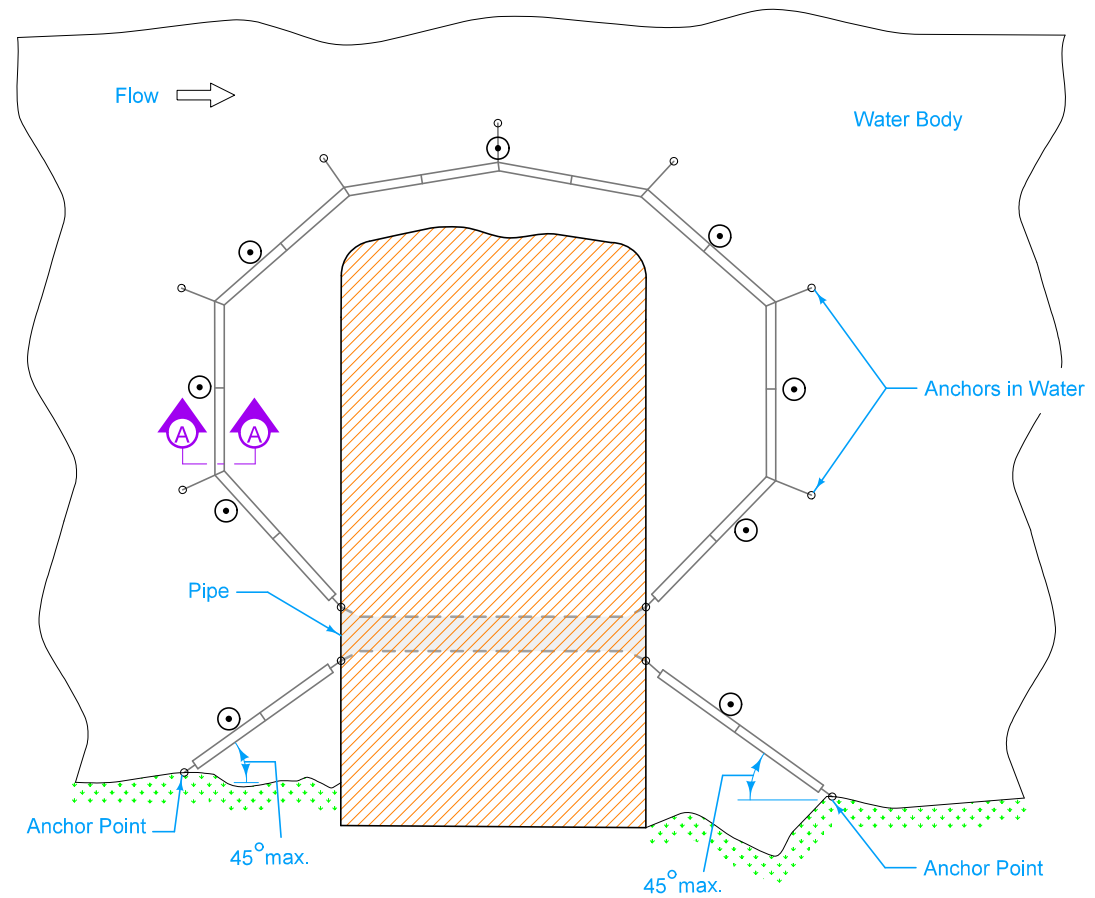
SECTION A-A
Hanging Installation



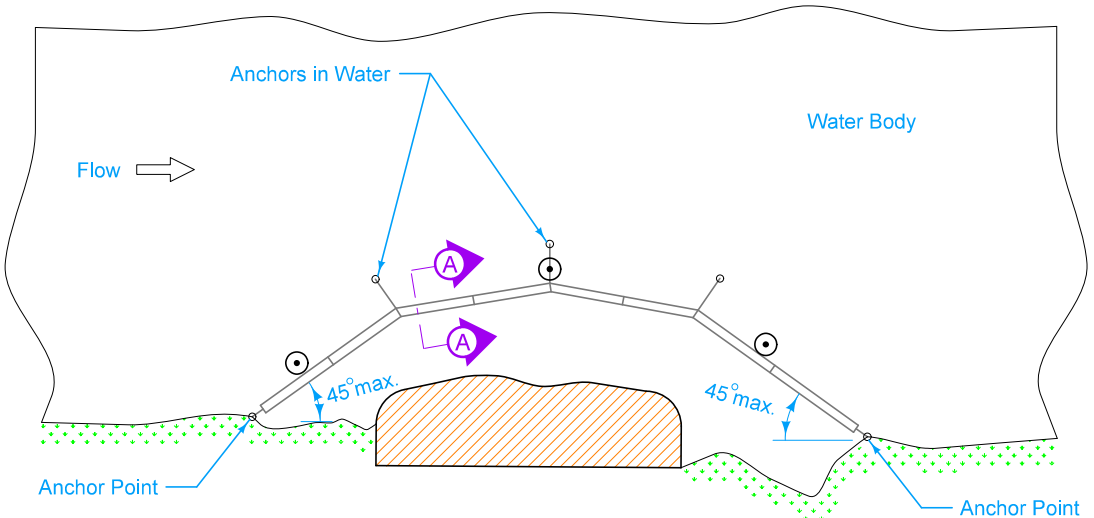
SECTION A-A
Containment Installation ①

LEGEND

	Carrier Float
	Buoy
	Undisturbed Vegetation
	Disturbed Soil
	Water Surface



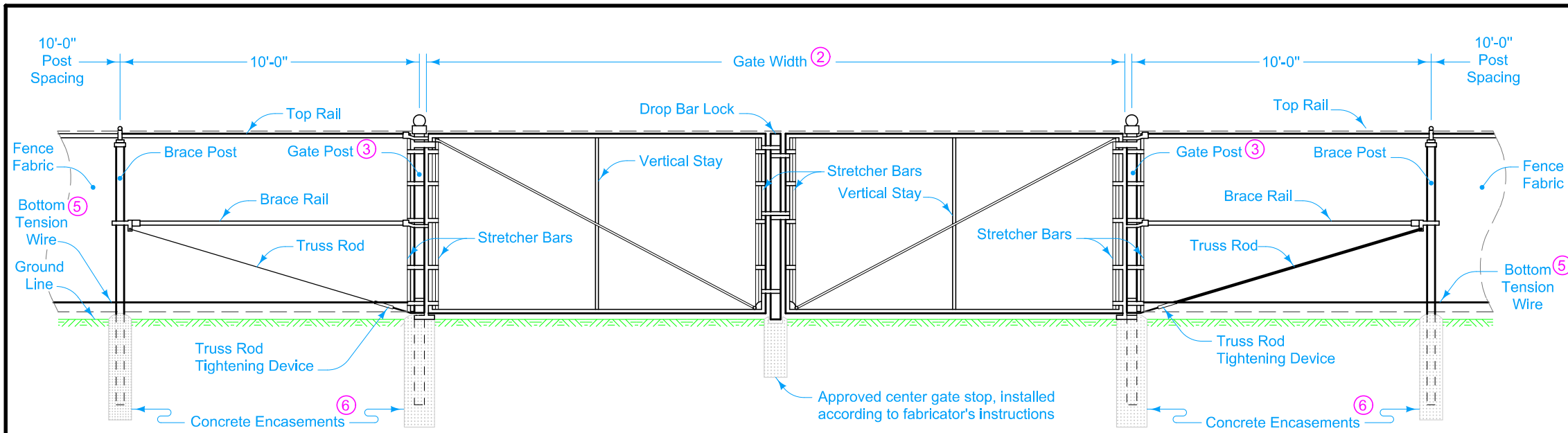
PLAN
Stream Crossing or Causeway
(with pipe)



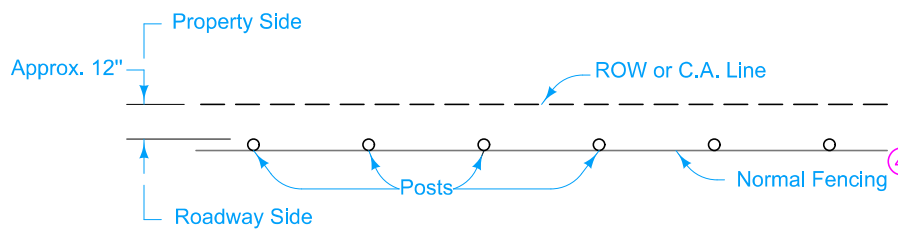
PLAN
Causeway or Pad

① When Containment Installation is specified, it will be in combination with a Hanging Installation that is paid for separately.

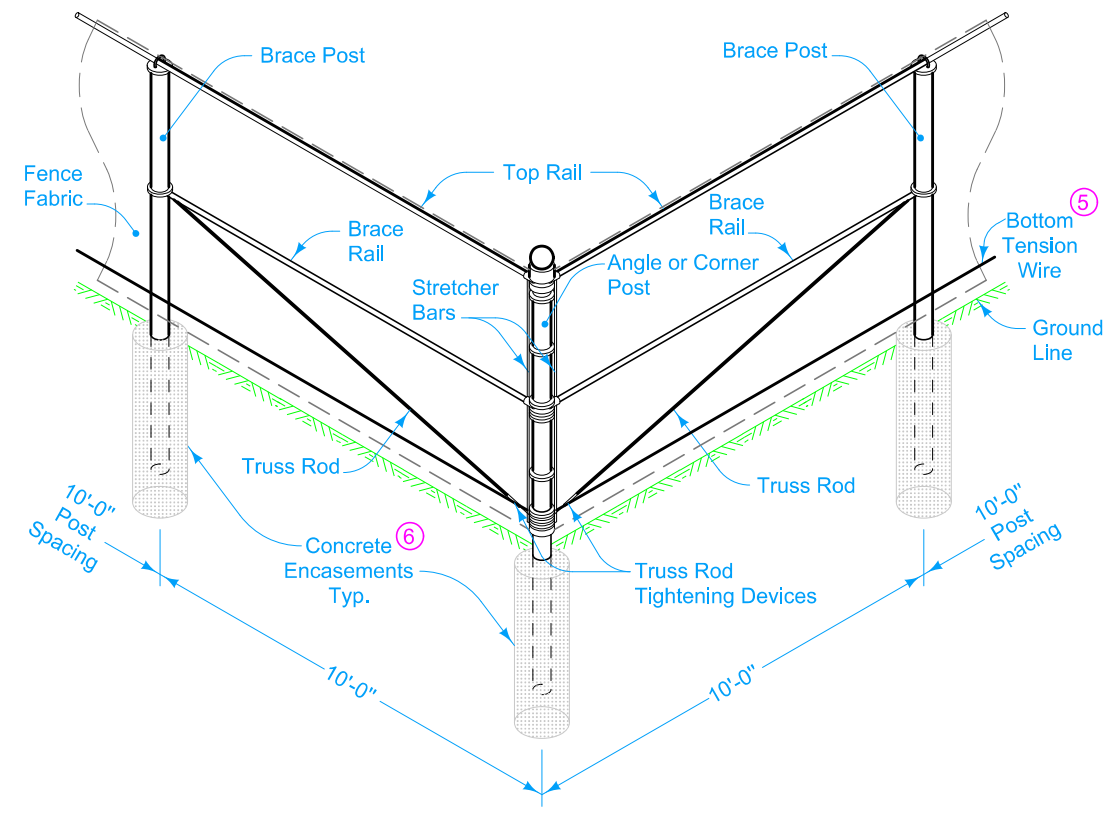
	REVISION	
	6	10-21-14
STANDARD ROAD PLAN		EC-202
		SHEET 2 of 2
REVISIONS: Removed 100' typical spacing between anchors on page 2. Added possible contract item. Removed sections of standard notes and circle note 1.		
APPROVED BY DESIGN METHODS ENGINEER		
FLOATING SILT CURTAIN		



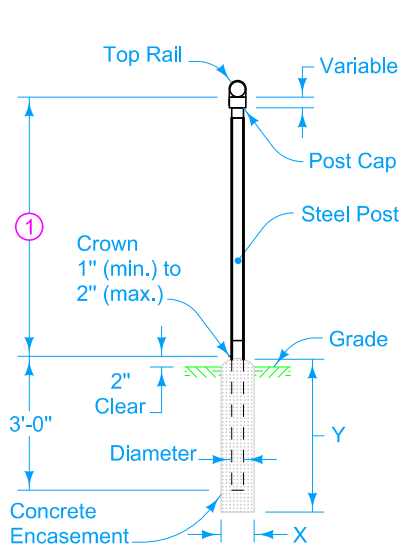
GATE INSTALLATION



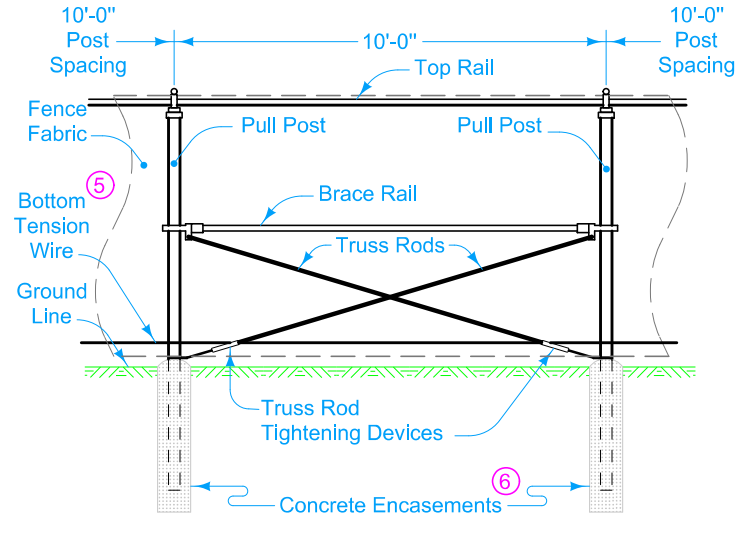
PLAN OF FENCE



ANGLE OR CORNER POST INSTALLATION



POST INSTALLATION



PULL POST INSTALLATION

Attach chain link fabric to braces, top rail, tension wire, and intermediate posts at intervals of 12 inches maximum.

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

- ① Fabric width will be 6 feet unless specified otherwise.
- ② Unless specified otherwise, install gates 16 feet in width. Double gate (shown) is required only for widths more than 16 feet. Exact details of gate design are subject to approval of the Engineer. Furnish gate with approved stop, latch and means for locking. Install as recommended by the manufacturer.
- ③ End Post used to terminate run of fence if no gate is proposed.
- ④ Place fence fabric on roadway side of post. For stream crossings place fabric on the upstream side of the post.
- ⑤ Connect bottom tension wire to end posts, angle posts, and pull posts. Install a turnbuckle or other approved tightening device on each continuous span of tension wire.
- ⑥ Refer to Post Installation detail.

Possible Contract Items:
Chain Link Fence
Chain Link Gate Assembly

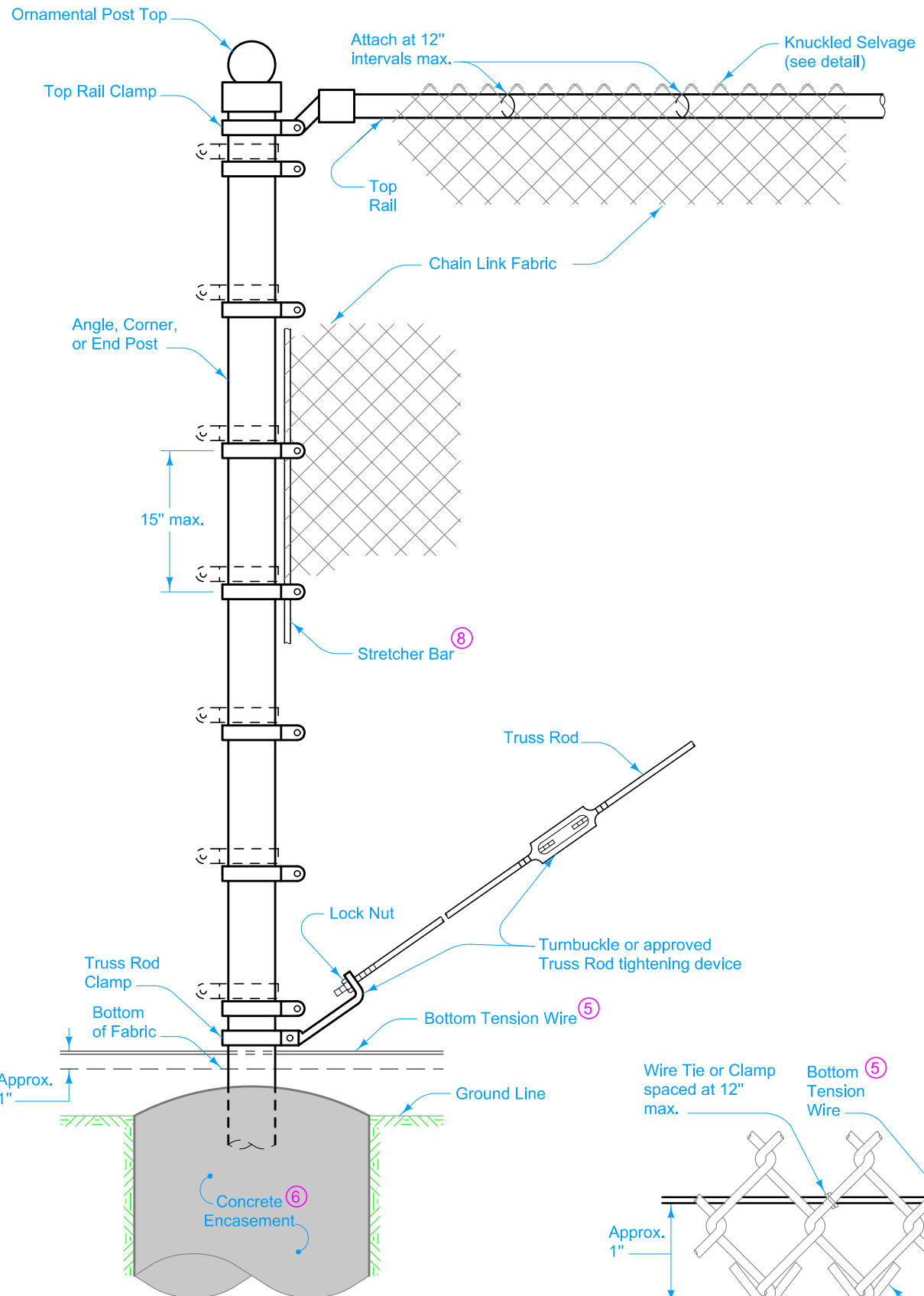
ITEM	POST SIZE			CONCRETE ENCASEMENT SIZE	
	Nominal Pipe Size, in.	Outside Diameter, in.	Weight, lb./ft.	X	Y
Rail	1¼	1.660	2.27	—	—
Brace Post	1¼	1.660	2.27	0'-9"	3'-6"
Line Post	2	2.375	3.65	0'-9"	3'-6"
Angle, Corner, End, or Pull Post	2½	2.875	5.79	1'-0"	3'-9"
Gate Post for various gate widths:					
6 ft. or less	2½	2.875	5.79	1'-0"	3'-9"
over 6 ft. to 12 ft.	3½	4.000	9.11	1'-0"	4'-0"
over 12 ft. to 18 ft.	6	6.625	18.97	1'-4"	4'-0"
over 18 ft. to 24 ft.	8	8.625	28.55	1'-6"	4'-0"

 STANDARD ROAD PLAN	REVISION	
	3	10-20-15
	MI-102	
SHEET 1 of 2		

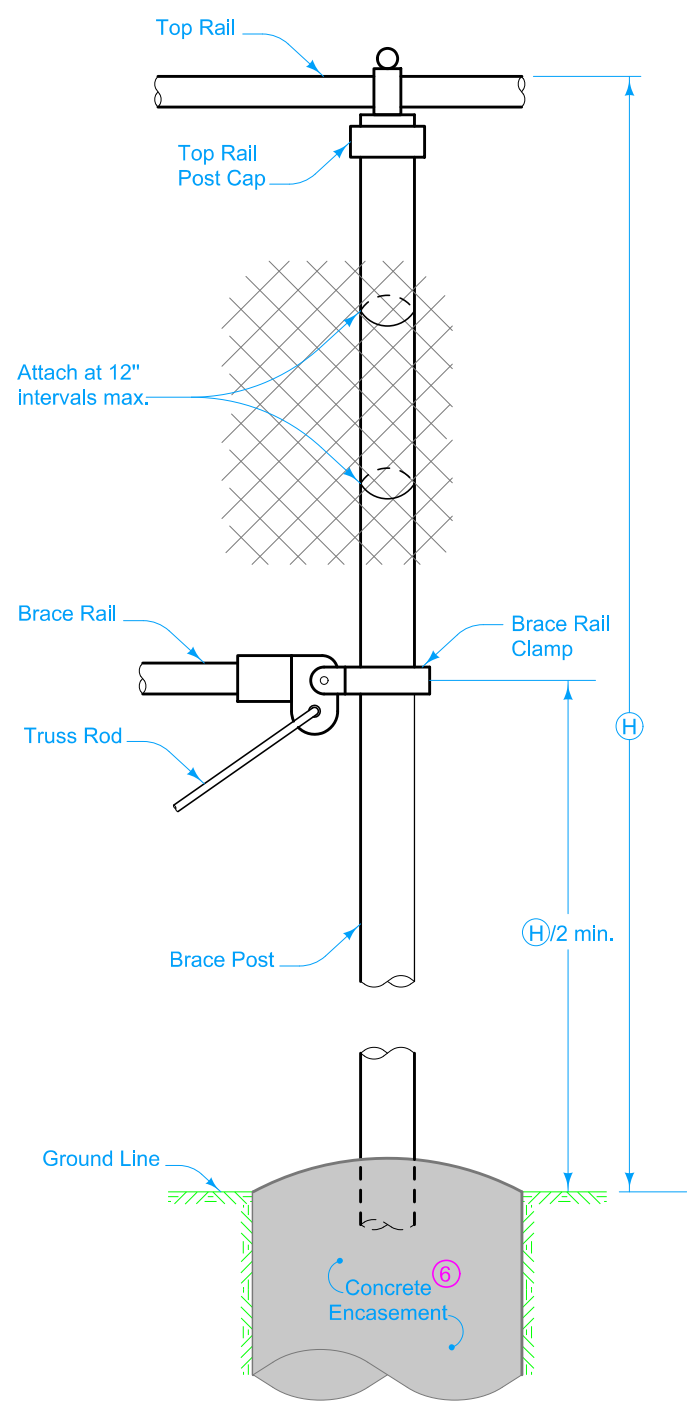
REVISIONS: Replaced the DOT logo in the title block with the new version.

Stuart Miller
APPROVED BY DESIGN METHODS ENGINEER

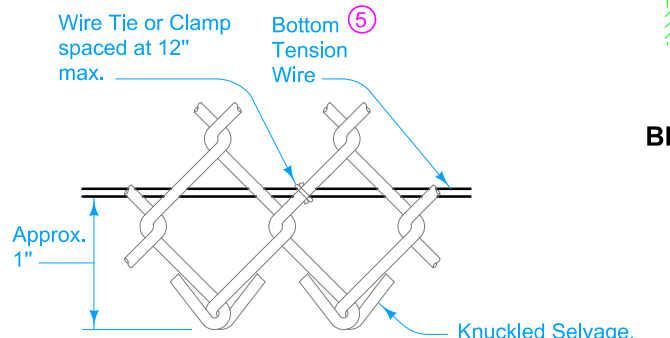
CHAIN LINK FENCE CONSTRUCTION



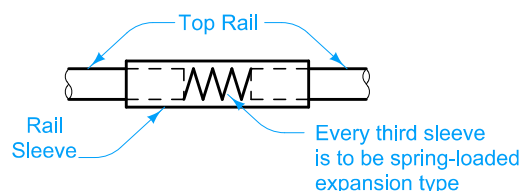
ANGLE, CORNER, OR END POST ASSEMBLY



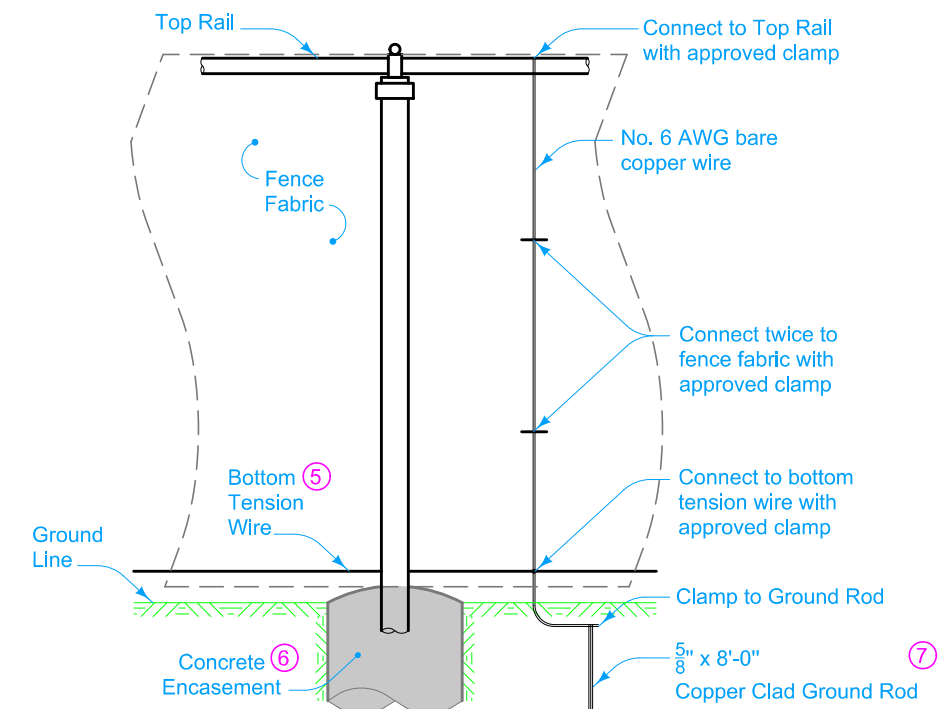
BRACE POST ASSEMBLY



BOTTOM TENSION WIRE AND KNUCKLED SELVAGE



RAIL SLEEVE



GROUND ROD INSTALLATION

- ⑤ Connect bottom tension wire to end posts, angle posts, corner posts, and pull posts. Install a turnbuckle or other approved tightening device on each continuous span of tension wire.
- ⑥ Refer to Post Installation detail.
- ⑦ Drive ground rod vertically until the top is 6 inches below the ground surface.
- ⑧ Secure each end of each run of fabric using a stretcher bar inserted in the final links of the fabric. Use a bar that is as long as the fabric is wide.

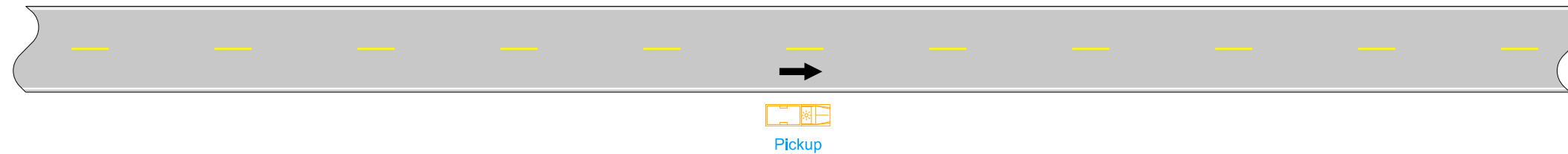
 STANDARD ROAD PLAN	REVISION	
	3	10-20-15
	MI-102 SHEET 2 of 2	
REVISIONS: Replaced the DOT logo in the title block with the new version.		
 APPROVED BY DESIGN METHODS ENGINEER		
CHAIN LINK FENCE CONSTRUCTION		

Do not allow work to interfere with the flow of traffic.

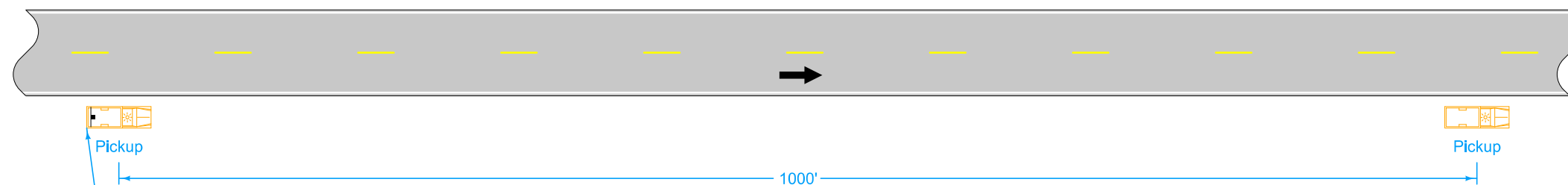
When parked, locate vehicles as far from the open traffic lane as possible. Entrances and driveways should be used whenever appropriate.

Equip all vehicles with an amber revolving light or amber strobe light.

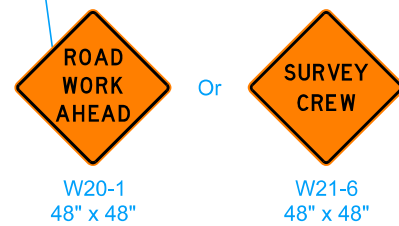
① For work lasting longer than one hour, refer to [TC-202](#) or [TC-402](#).



VEHICLE STOPPED ON SHOULDER FOR LESS THAN ONE HOUR ①



SLOW-MOVING OPERATION





Possible Contract Item:
Traffic Control

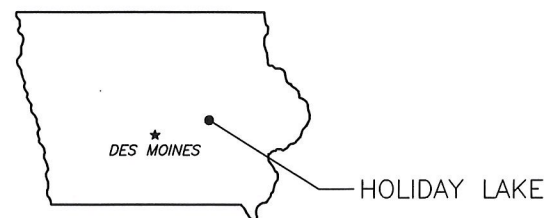
	REVISION	
	3	10-15-19
STANDARD ROAD PLAN	TC-1	
	SHEET 1 of 1	
REVISIONS: New logo.		

Steve Miller
APPROVED BY DESIGN METHODS ENGINEER

**WORK NOT AFFECTING TRAFFIC
(TWO-LANE OR MULTI-LANE)**

LEGEND	
	Traffic Sign
	Direction of Traffic

PROPOSED SPILLWAY IMPROVEMENTS HOLIDAY LAKE POWESHIEK COUNTY, IOWA 2023



INDEX TO DRAWINGS

Sheet	Description
1	COVER SHEET
2	LOCATION MAP
3-5	DETAILS
6	SPILLWAY LAYOUT



HOLIDAY LAKE BOARD OF DIRECTORS

Vicky Hilpipre
Rick Kriegel
Creighton Roethler – President
Carol Sherwood
David Starr
Rick Tomlinson

HOLIDAY LAKE RIZ BOARD

Tom Dvorsky
Todd Eiler
Rick Happe
Tom Hinders
Brad Storm

HOLIDAY LAKE (POWESHIEK COUNTY)



	CERTIFICATION OF ENGINEER I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	Marcus J. Clark, PE <i>Marcus J. Clark</i> Signature	8-8-23 Date
License Number <u>25057</u> My license renewal date is December 31, 2023 Pages or Sheets covered by this seal: <u>1-6</u>		

MARK	REVISION DESCRIPTION	DATE	BY

DRAWING PATH \NAME: G:\2023\23019HOL\DRAWINGS\PLANS\2-General Layout.dwg - PROJECT LOCATION
 PLOTTED: 08/08/23 - 8:39am - marcus



CONTROL POINT COORDINATES					
Name	Coordinates		Elevation	Sheets	Remarks
	Y (Northing)	X (Easting)			
CP #1	1928193.47	665490.76	858.55	2	5/8" REBAR W/ ALUM. CAP
CP #2	1928583.53	665424.31	871.72	2	5/8" REBAR W/ ALUM. CAP
CP #3	1928097.77	665244.64	874.54	2	5/8" REBAR W/ ALUM. CAP
CP #4	1928421.71	665005.46	876.89	2	5/8" REBAR W/ ALUM. CAP

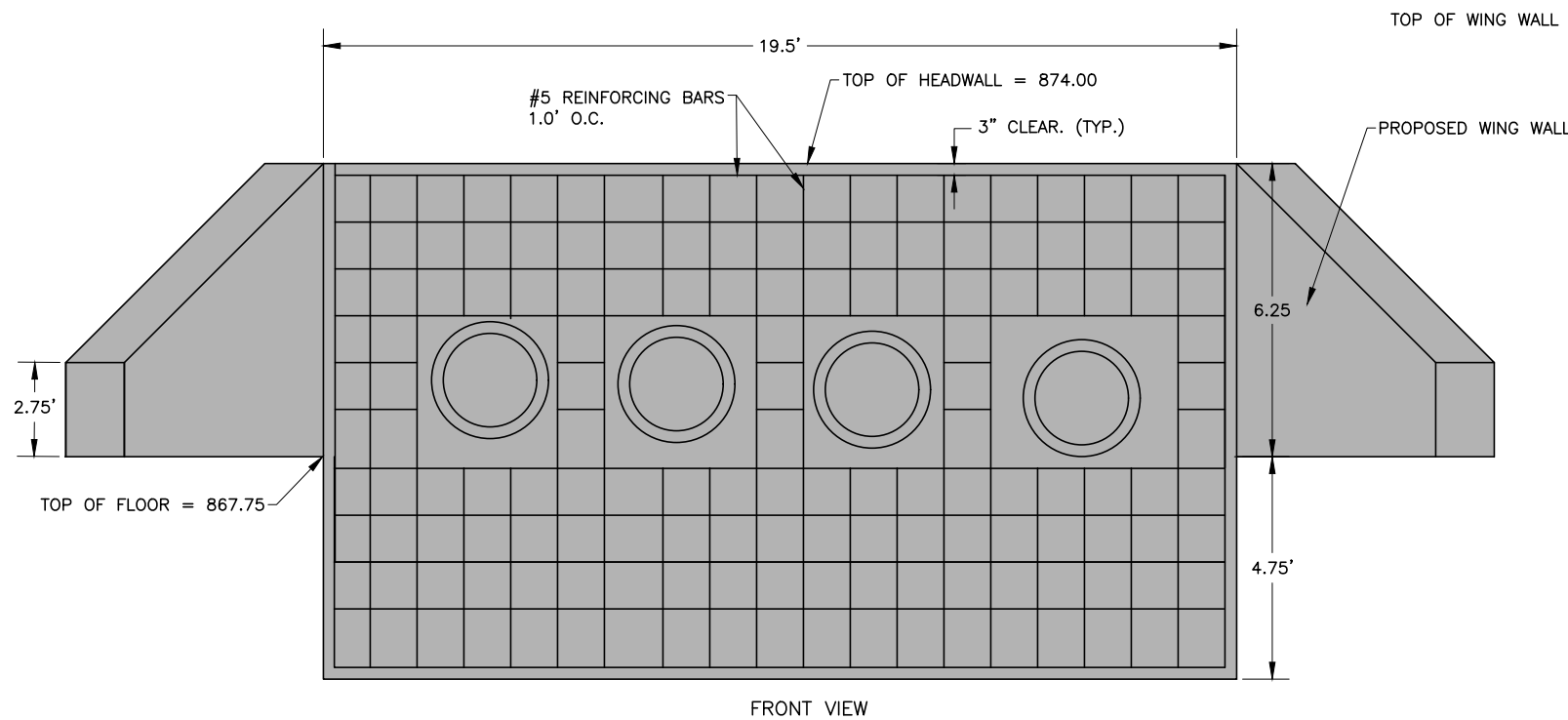
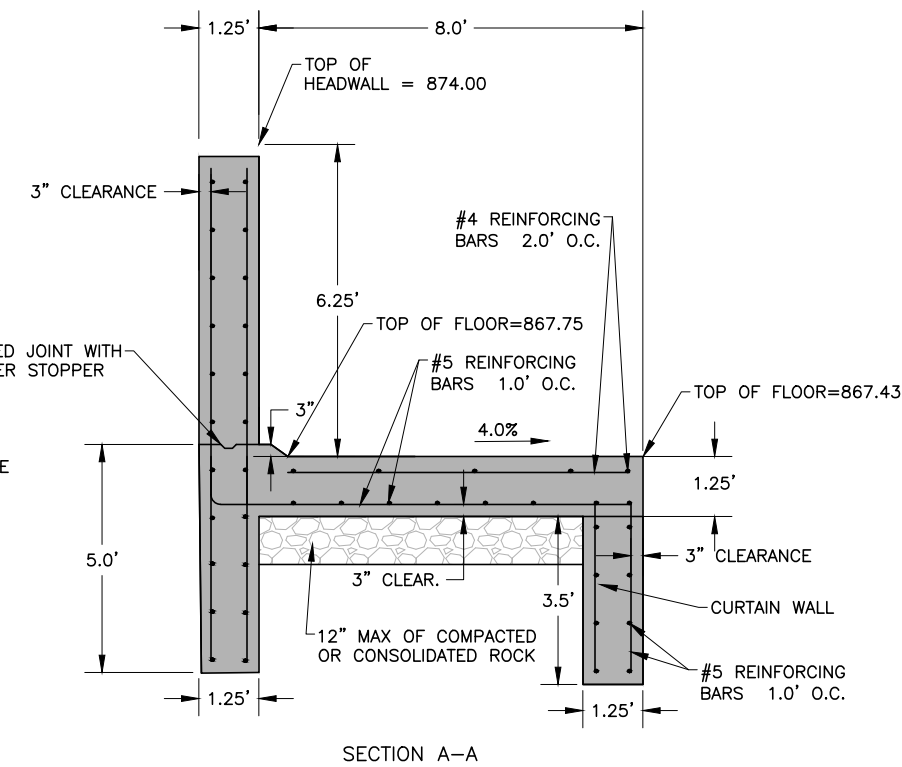
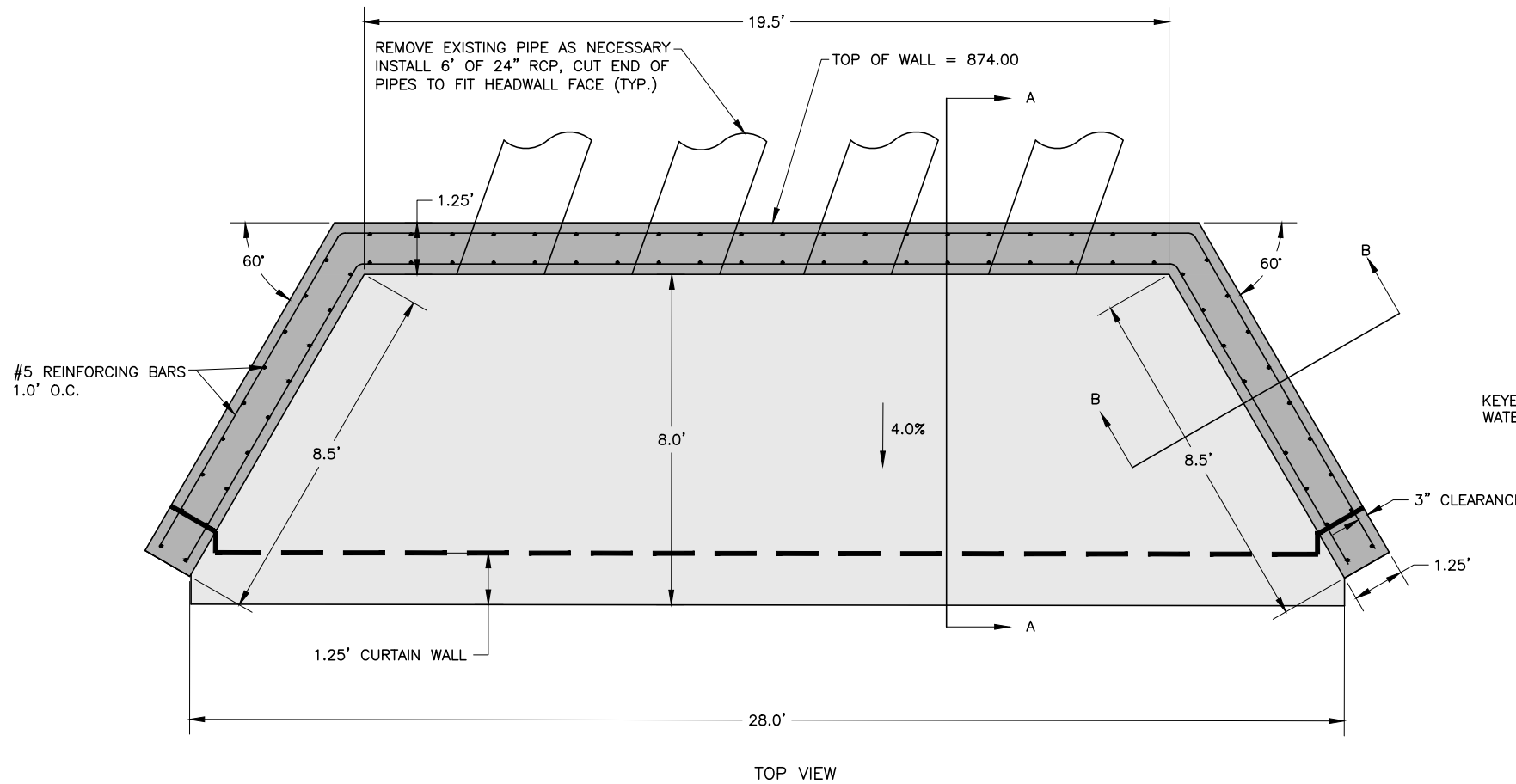
FRENCH-RENEKER-ASSOCIATES
 ENGINEERS & SURVEYORS
 1501 S. Main Street
 Fairfield, IA 52556
 Phone: (641) 472-5145
 Email: french@french-reneker.com
 www.french-reneker.com

PROJECT LOCATION

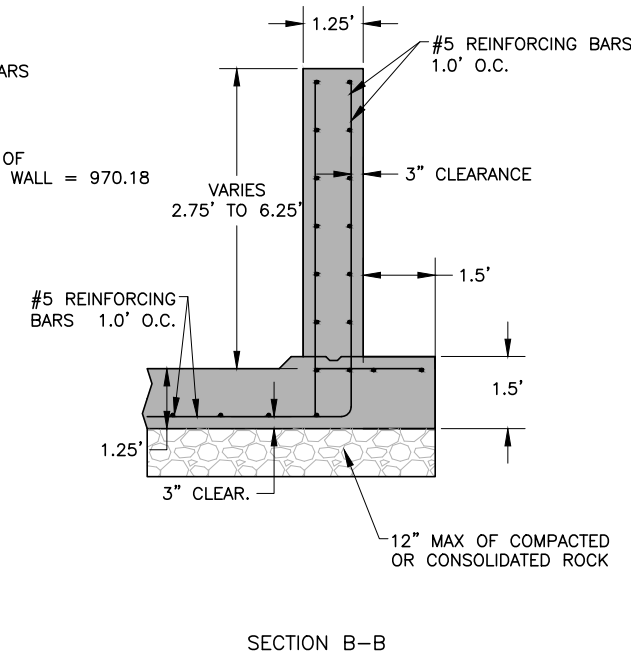
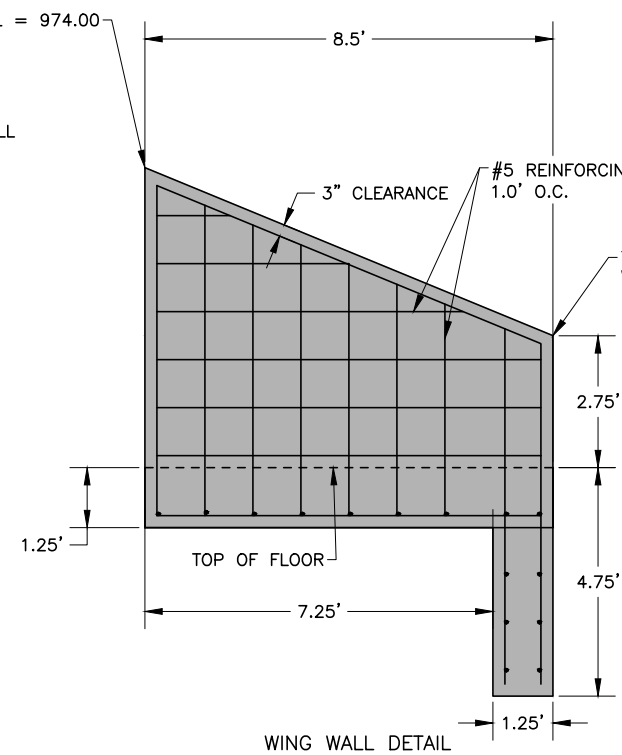
PROPOSED SPILLWAY IMPROVEMENTS
 HOLIDAY LAKE
 DATE: 8-3-23
 PROJECT NO.: 23-019
 Copyright © 2023
 SHEET 2 OF 6

DRAWING PATH: NAME: G:\2023\23019HOL\DRAWINGS\PLANS\3-DETAILS.dwg - 3 - DETAILS
 PLOTTED: 06/08/23 - 8:59am - marcusc

MARK	REVISION DESCRIPTION	DATE	BY



INLET FLARED HEADWALL DETAIL



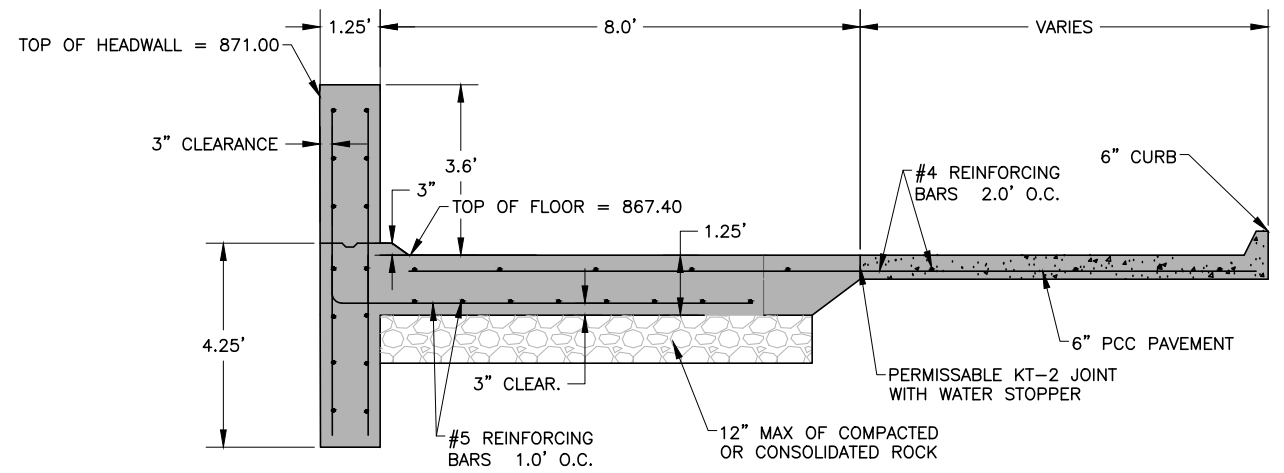
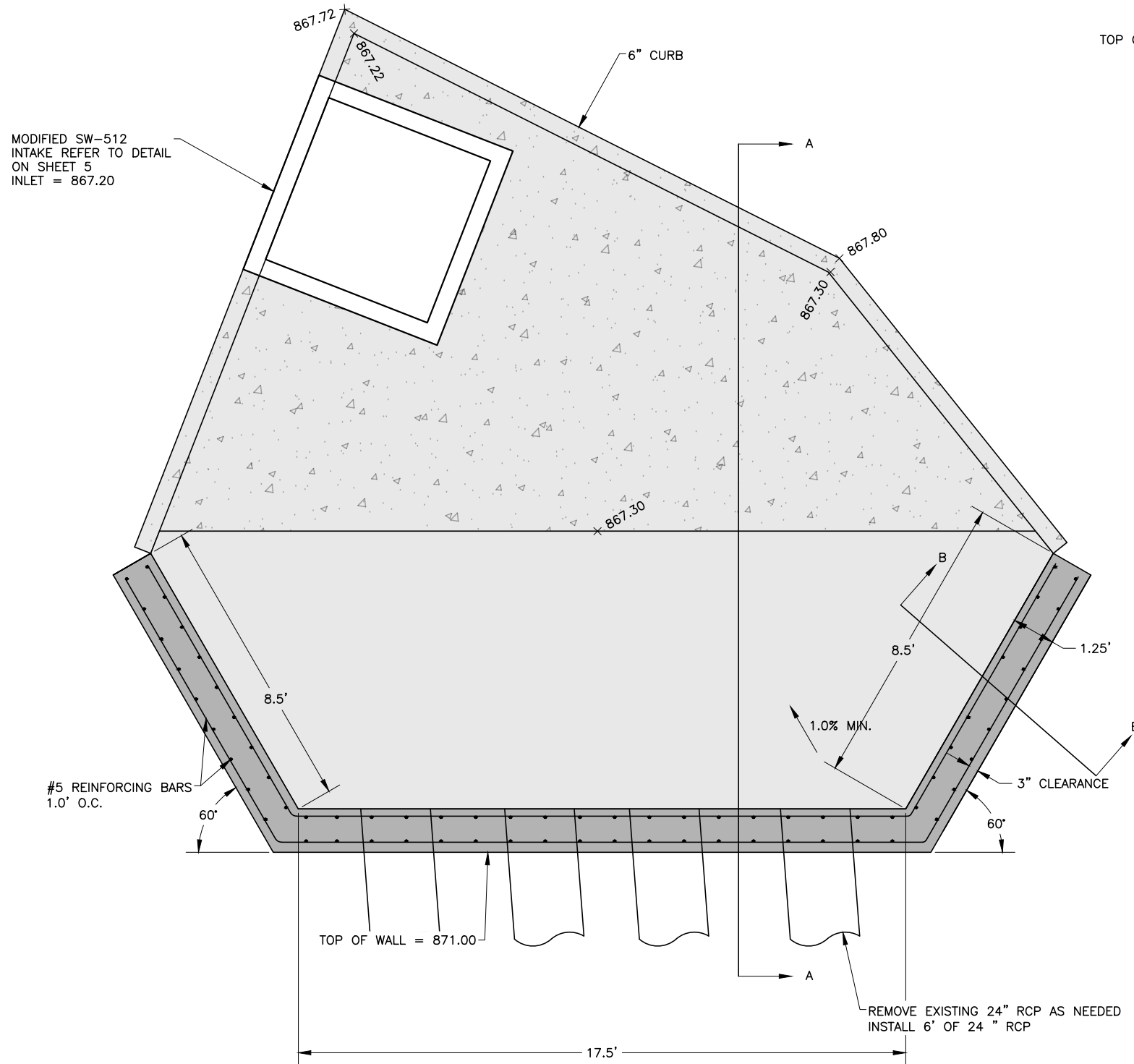
INLET FLARED HEADWALL DETAIL

PROPOSED SPILLWAY IMPROVEMENTS
 HOLIDAY LAKE, IOWA

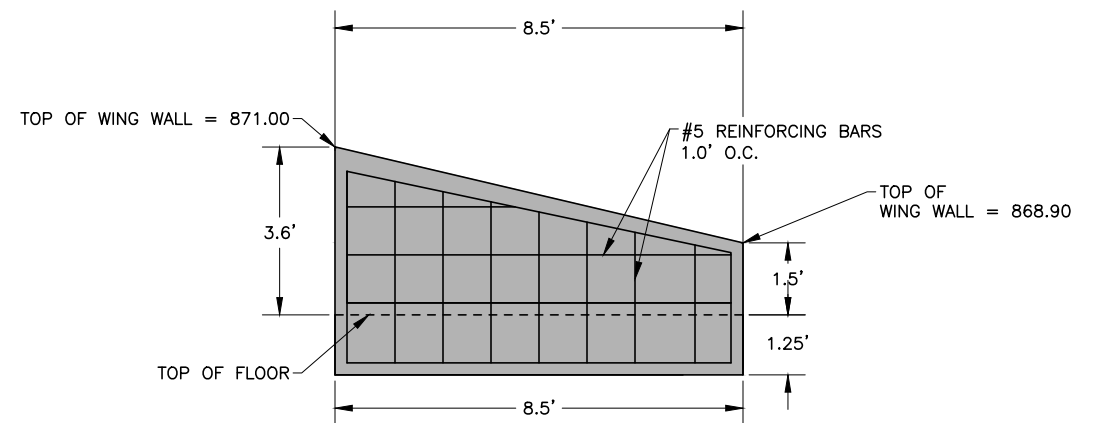
DATE
 07/08/23
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 23-019
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DRAWING PATH: NAME: C:\2023\23019\HOLIDAY\DRAWINGS\PLANS\3-DETAILS.dwg - 4-DETAILS
 PLOTTED: 06/08/23 - 8:59am - marcusc

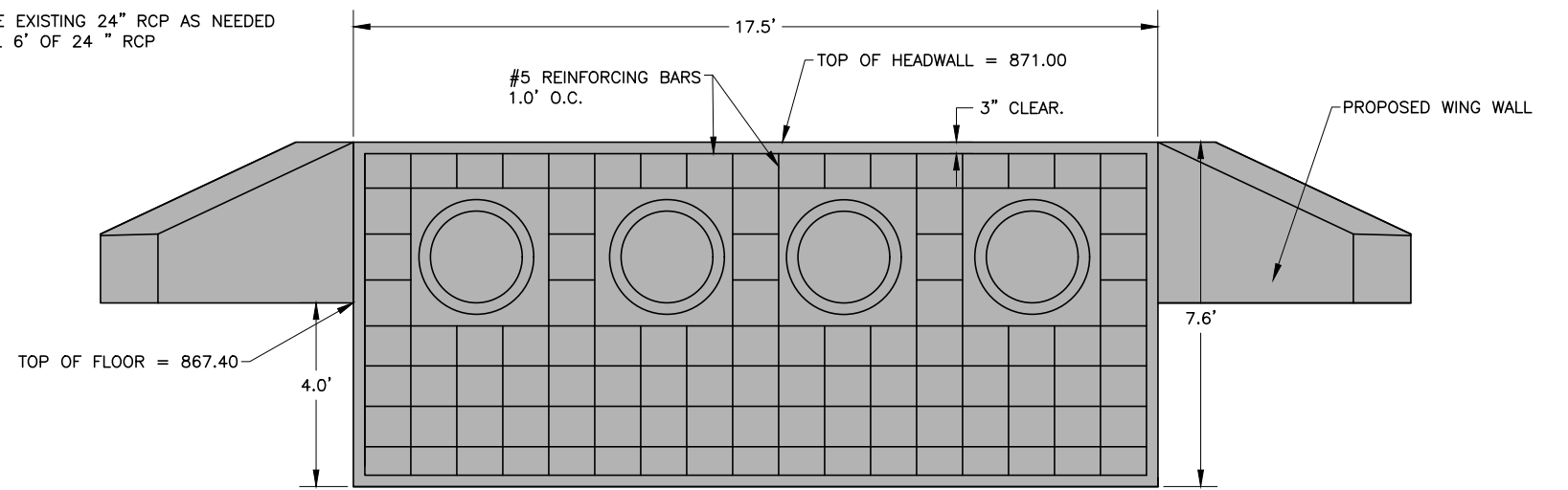
MARK	REVISION DESCRIPTION	DATE	BY



SECTION A-A



WING WALL DETAIL



OUTLET FLARED HEADWALL DETAIL

FRONT VIEW

FRENCH-RENEKER-ASSOCIATES
 ENGINEERS & SURVEYORS
 1501 S. Main Street
 Fairfield, IA 52556
 phone: (641) 472-5145
 email@frenchrener.com
 www.frenchrener.com

OUTLET FLARED HEADWALL DETAIL

2023

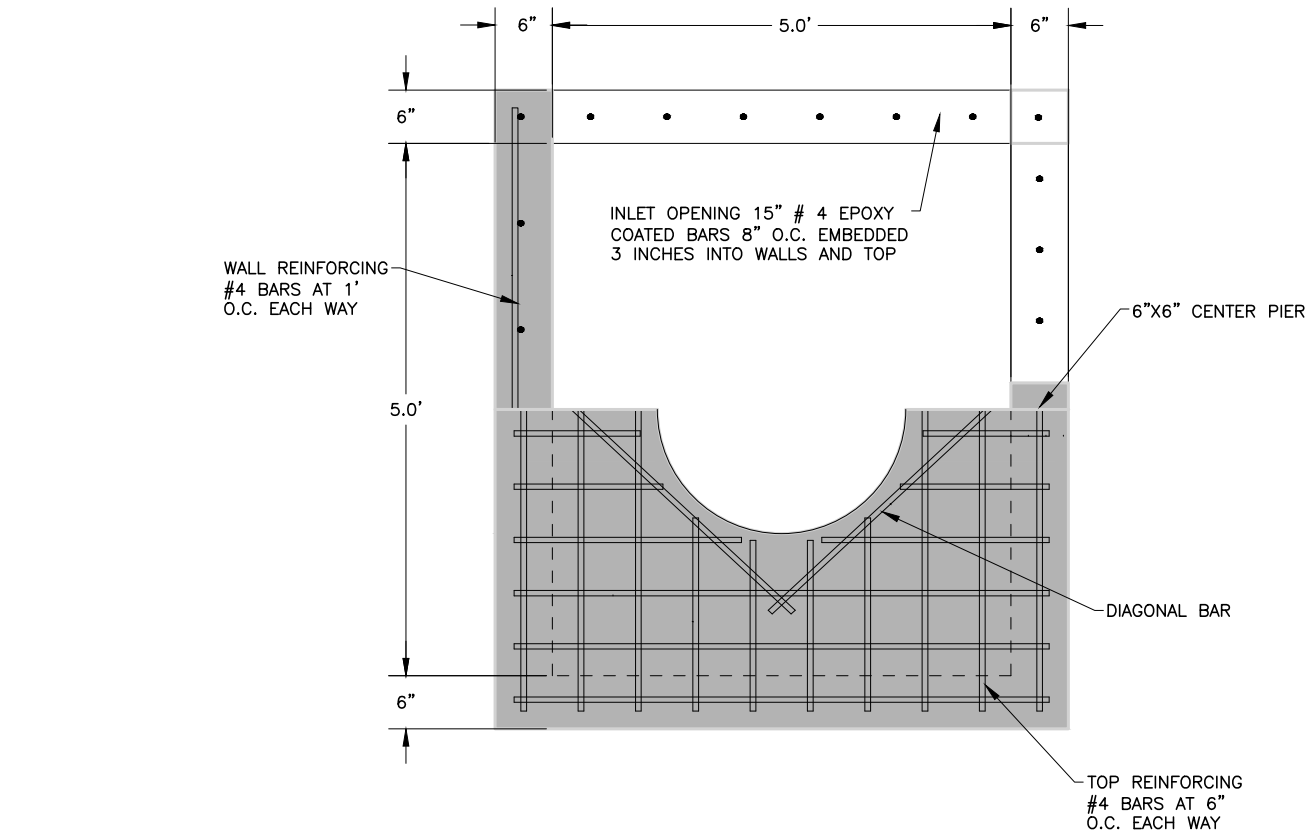
PROPOSED SPILLWAY IMPROVEMENTS
 HOLIDAY LAKE, IOWA

DATE: 07/08/23
 PROJECT NO.: 23-019
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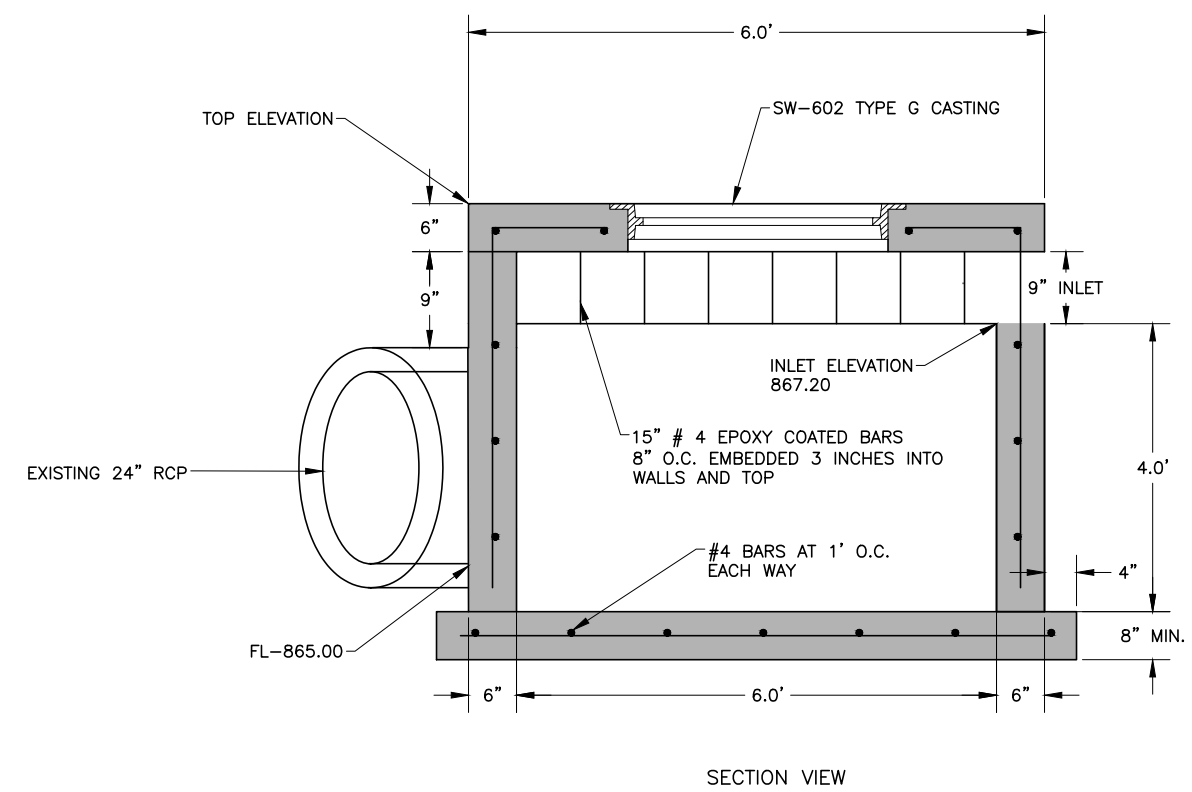
SHEET 4 OF 6

DRAWING PATH: NAME: C:\2023\23019HOL\DRAWINGS\PLANS\3-DETAILS.dwg - 5-DETAILS
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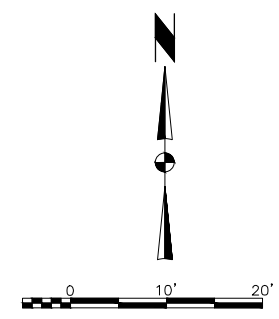
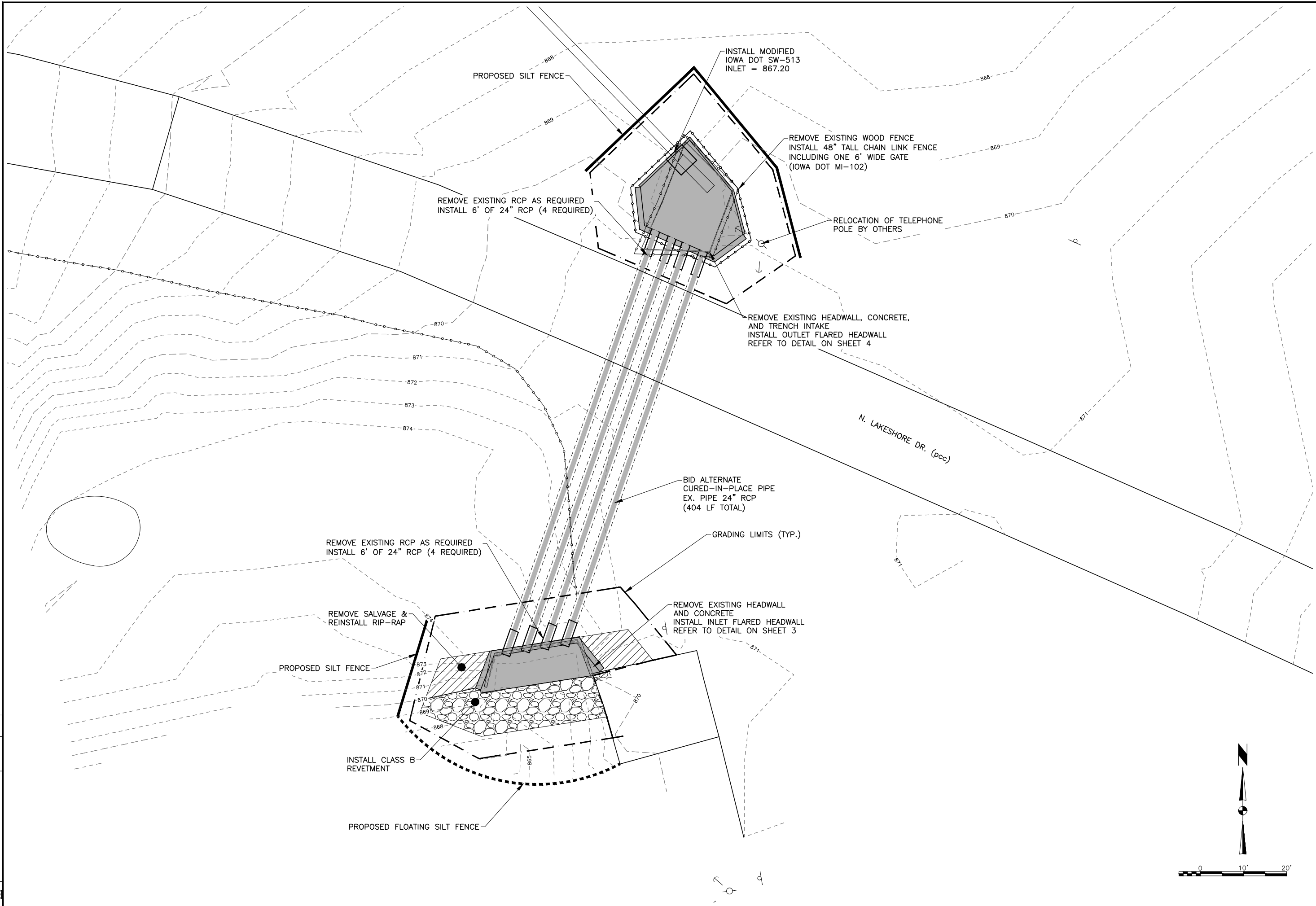
NOTE: STRUCTURE SHALL HAVE 3 OPEN SIDES



MODIFIED IOWA DOT SW-513
 OPEN SIDED INTAKE

DRAWING PATH: NAME: G:\2023\23019\HOLIDAY\DRAWINGS\PLANS\6-Plan Sheet.dwg - PLAN-FRA-22x34
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FRENCH-RENEKER ASSOCIATES
 ENGINEERS & SURVEYORS
 1501 S. Main Street
 Fairfield, IA 52556
 phone: (641) 472-5145
 email: french-reneker.com
 www.french-reneker.com



SPILLWAY LAYOUT

2023

PROPOSED SPILLWAY IMPROVEMENTS
 HOLIDAY LAKE

DATE: 7-11-23
 PROJECT NO.: 23-019
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SHEET 6 OF 6