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PROJECT MANUAL

FOR

CCCSD HIGH SCHOOL TRACK IMPROVEMENT PROJECT

CHARLES CITY, IOWA

April 2021



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**VEENSTRA & KIMM, INC.**





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**PROJECT MANUAL**

**FOR**

***CCCSD HIGH SCHOOL TRACK IMPROVEMENT PROJECT***

***CHARLES CITY, IOWA***

**Certification**

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.

Signed:

Date:



*4-20-21*

Drew Sweers, P.E.

Iowa Registration No. 22207



My license renewal date is December 31, 2021

Detailed parts covered by this seal

All Parts

Prepared by  
VEENSTRA & KIMM, INC.  
Mason City, Iowa



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**Charles City Community School District**

**Charles City, Iowa**

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NOTICE TO BIDDERS

NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF **CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT** FOR THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

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NOTICE FOR THE TAKING OF BIDS FOR THE CONSTRUCTION OF CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT FOR THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

Sealed bids will be received by the Superintendent of the Charles City Community School District, Charles City, Iowa, in the Superintendent's Office located at 500 N Grand Ave, Charles City, Iowa, 50616 until 11:00 o'clock A.M. on the 19th day of May 2021, for the construction of the **Charles City High School Track Improvements Project** as described in the plans and specifications therefore, now on file in the office of the Superintendent.

Bids will be opened, and the amount of the bids announced by the Superintendent at the time and date specified above.

Also, at 6:15 P.M. on the 24th day of May 2021 or at such time, date and place as then may be fixed; the Board will act upon the bids for the construction of said improvements.

The location and description of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

**CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENTS PROJECT**

Project is located at the existing high school track situated south of the high school facility located at 1 Comet Drive, Charles City, Iowa.

Project includes all labor, materials and equipment necessary to construct the existing high school track under two contracts.

Project to include excavation, earthwork and grading as needed, removal of approximately 4,950 SY of existing synthetic rubber surfacing, approximately 600 LF of crack repairs, and miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the Charles City Community School District Board of Education.

All proposals and bids in connection therewith shall be submitted to the Superintendent of the Charles City Community School District on or before the time herein set for receiving bids. All





bids shall be made on official bidding blanks furnished by the school district, and any alterations in the official form of bid will entitle the Board of Education, at its option, to reject the bid involved from consideration. Each bid shall be sealed and plainly identified.

Each bid shall be accompanied by a bid security in a sealed envelope by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to 5% of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 5% of the bid. Contractor shall determine amount of bid bond based on the amount of the base bid and all alternate construction bid items.

The bid security should be made payable to the Charles City Community School District. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Charles City Community School District as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 10 days after the award of contract and post bond satisfactory to the school district insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form included in the specifications.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country 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 a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

By virtue of statutory authority, a 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.

The Charles City Community School District reserves the right to reject any and all bids, to waive informalities or technicalities in any bid and to enter into such contract as it shall deem for the best interest of the school district.

The Charles City Community School District reserves the right to defer acceptance of any bids for a period not to exceed 30 calendar days from the date of letting.



The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the Charles City Community School District and listed in the U.S. Treasury Department's most current list (Circular 570, as amended) and authorized to transact business in the State of Iowa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work and protect and save harmless the school district from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period as required by the specifications after its completion and acceptance by the Charles City Community School District.

It is anticipated Notice to Proceed will be issued by June 7, 2021. Work shall be completed by August 13, 2021.

Bidders shall be expected to comply with Chapters 91C and 103A of the Code of Iowa concerning the registration and bonding of construction contractors and the successful bidder shall be required to supply the Charles City Community School District with proof of said compliance.

Payment of the cost of said project will be made from any one or a combination of the following sources at the sole discretion of the Charles City Community School District Board of Education: (1) cash derived from the proceeds of the issuance and sale of General Obligation Bonds of said school district; (2) cash from such general funds of said school district as may be legally used for such purposes; and (3) cash reserves on hand.

Payment will be made to the Contractor based on monthly estimates in amounts equal to ninety-five (95) percent of the contract value of work completed. Monthly estimates will be made by the Engineer and payment will be made to the Contractor on or about thirty (30) days thereafter. Payment shall not be made for materials stored off or on site. Final payment will not be made sooner than thirty (30) days following Final Acceptance of the Work by the Charles City Community School District Board of Education.

The bidders' attention is called to the prompt payment to the subcontractors, under Chapter 573.12 of the Code of Iowa.

Liquidated damages in the amount of One Thousand Dollars (\$1,000) per calendar day will be assessed for each calendar day that work on the total project, or portions of either contract where specific completion dates are specified or otherwise agreed to, that remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the contractor.



The Charles City Community School District and its Board of Education shall hereinafter be referred as the Owner. The Contractor will indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the contract documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

Prior to substantial completion, the Owner, with the approval of the Engineer and with the concurrence of the Contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work. The Owner shall the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work, or the restoration of any damaged work except such damage as may be caused by agents or employees of the Owner.

Upon completion and acceptance of the work, the Engineer shall issue a certificate that the work has been reviewed and accepted by him under the conditions of the contract documents. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the Charles City Community School District Board of Education subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

The Charles City Community School District will issue a sales tax exemption certificate applicable for all materials purchased for the project.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and the prior proceedings of the Charles City Community School District Board of Education referring to and defining said proposed improvements are hereby made part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the Superintendent and may be examined at the Charles City Community School District Office. The ENGINEER shall make available and distribute plans and specifications in accordance with the Code of Iowa. Paper copies of the project's contract documents, including all drawings, plans,



specifications, and estimated total costs of the proposed public improvement will be made available for distribution at no charge to prospective bidders, subcontractor bidders, suppliers, and contractor plan room services. If a deposit is required as part of a paper contract documents distribution policy by the public owner, the deposit shall not exceed two hundred fifty dollars per set. Complete sets of the plans, specifications, and bidding documents may be obtained from ENGINEER at the ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of Twenty Dollars (\$20) for standard USPS mail delivery or normal UPS ground delivery. Any special shipping / mailing requests will be at the bidders' cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.

Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD's, CD, or flash drive) or by email where file size will allow.

Any Bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

This notice is given by order of the Board of Education of the Charles City Community School District, Charles City, Iowa.

**CHARLES CITY COMMUNITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

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Josh Mack, President

ATTEST:

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Mike Fisher, Superintendent





## NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS AND SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE CONSTRUCTION OF THE **CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENT PROJECT** FOR THE CHARLES CITY COMMUNITY SCHOOL DISTRICT, CHARLES CITY, IOWA.

At 6:15 o'clock P.M. on the 24th day of May 2021 the Board of Education of said school district will, in the High School Media Center, hold a hearing and said Board of Education proposes to adopt plans, specifications, form of contract and estimate of cost.

At said hearing, the Board of Education will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the Charles City Community School District Superintendent, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Board of Education will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

The location and description of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

**CHARELS CITY HIGH SCHOOL TRACK IMPROVEMENT PROJECT**

Project is located at the existing high school track situated south of the high school facility located at 1 Comet Drive, Charles City, Iowa.

Project includes all labor, materials and equipment necessary to construct the existing high school track under two contracts.

Project to include excavation, earthwork and grading as needed, removal of approximately 4,950 SY of existing synthetic rubber surfacing, approximately 600 LF of crack repairs, and miscellaneous associated work, including cleanup.

The method of construction of all improvements shall be by contract in accordance with the plans and specifications and general stipulations for said improvements approved by the Charles City Community School District Board of Education.

Plans and specifications governing the construction of the proposed improvements have been prepared by VEENSTRA & KIMM, INC. of Mason City, Iowa, said plans and specifications and the prior proceedings of the Board of Education referring to and defining said proposed



improvements are hereby made a part of this notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the Superintendent and may be examined at the Charles City Community School District Office. Copies may be obtained from VEENSTRA & KIMM, INC., 2800 Fourth Street SW, Suite 9, Mason City, Iowa, 50401, upon payment request or electronically in pdf format.

This notice is given by order of the Board of Education of the Charles City Community School District, Charles City, Iowa.

**CHARLES CITY COMMUNITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

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Josh Mack, President

**ATTEST:**

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Mike Fisher, Superintendent



**SECTION 00100****INSTRUCTIONS TO BIDDERS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- |  |  |
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| A. Related Sections (1.02)                               |  |
| B. Project Identification (1.03)                         | N. Preparation and Submission of Bids (1.15) |
| C. Definition of Terms (1.04)                            | O. Bid Security (1.16)                       |
| D. Bidding and Contract Documents (1.05)                 | P. Iowa Reciprocal Preference (1.17)         |
| E. Examination of Work / Bidder's Representations (1.06) | Q. Evaluation of Bids (1.18)                 |
| F. Questions by Bidders (1.07)                           | R. Withdrawal of Bids (1.19)                 |
| G. Qualifications of Bidders (1.08)                      | S. Opening of Bids (1.20)                    |
| H. Pre-Bid Conference (1.09)                             | T. Notice of Award (1.21)                    |
| I. Contract Time (1.10)                                  | U. Execution of Contract (1.22)              |
| J. Liquidated Damages (1.11)                             | V. Contract Termination (1.23)               |
| K. Substitute and "Or Equal" Items (1.12)                | W. Taxes (1.24)                              |
| L. Subcontractors, Suppliers and Others (1.13)           | X. Preference for Labor and Materials (1.25) |
| M. Method of Bidding (1.14)                              | Y. Payment (1.26)                            |
|  | Z. Period of Guarantee and Bond (1.27)       |
|  | AA. Permits (1.28)                           |
|  | AB. Governmental Requirements (1.29)         |

## 1.02 RELATED SECTIONS

- A. Section 00230 – Existing Conditions
- B. Section 00301 - Bid Form – Contract 1
- C. Section 00401 - Bid Bond - Contract 1
- D. Section 00511 - Agreement Between Owner and Contractor – Contract 1
- E. Section 00601 – Performance, Payment and Maintenance Bond – Contract 1
- F. Section 00650 - Certificates of Insurance
- G. Section 00700 - General Conditions
- H. Section 00800 - Special Conditions
- I. Section 00850 - List of Drawings

## 1.03 PROJECT IDENTIFICATION

These Instructions pertain to the **Charles City High School Track Improvement Project**.

## 1.04 DEFINITION OF TERMS

- A. "OWNER" and "District" and "School District" shall mean the Charles City Community School District, Charles City, Iowa, acting through the Board of Education or an authorized representative of the Board of Education.
- B. "Person" shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- C. "Bidder" shall mean any person who submits a Proposal to furnish the work described in the Contract Documents.
- D. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award of contract. Lowest bid shall be determined as stipulated in Article 1.12, Evaluation of Bids.

- E. "CONTRACTOR" shall mean the person with whom the OWNER may enter into contract for the execution of the work specified.
- F. "Subcontractor" shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the CONTRACTOR, but not with the OWNER.
- G. "ENGINEER" shall mean VEENSTRA & KIMM, INC., Mason City, Iowa.
- H. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- I. The term(s) "Construct", "Provide", "Provide and/or Construct", under this contract, CONTRACTOR shall furnish and install item or system specified. CONTRACTOR shall perform all labor and furnish all materials and equipment necessary so that the item or system will be complete and operational in every respect.
- J. The term "Furnish" under this contract, CONTRACTOR shall deliver to the site, unload and properly store item(s) specified, as well as additional specialized materials, and/or accessories necessary for the use and operation of item(s) specified.
- K. The term "Install" under this contract, CONTRACTOR shall uncrate, set in position, connect (including sub-assemblies furnished) and adjust for use. CONTRACTOR shall provide miscellaneous specialty items such as fasteners, hangars, valves, union, piping, sheet metal, etc., as obviously necessary for a complete and operating installation.
- L. "Standard Drawings" shall mean construction Standard Detail Figures bound with the plans.
- M. "Work" shall mean the work to be done and the equipment, materials, supplies and appurtenances to be furnished under the contract, unless some other meaning is indicated by the context.
- N. "Station", "Sta." shall mean one hundred (100) linear feet measure.
- O. "Or equal" shall follow manufacturers' names used to establish standards and, if not stated, is implied.
- P. "Or approved equal" shall follow manufacturers names approved for use in project. Manufacturers who are not listed may not be used without approval of ENGINEER prior to bidding.

- Q. "Substantial Completion" shall mean the time at which the work (or a specified part thereof) has progressed to the point where, in the opinion of the ENGINEER, the work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the work refer to Substantial Completion thereof.
- R. "Final Completion" shall mean the time when all work is completed, and the ENGINEER is of the opinion a Certificate of Completion can be issued and that the OWNER can make Final Acceptance of the work and approve final payment for the work.

#### 1.05 BIDDING AND CONTRACT DOCUMENTS

- A. Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:
1. Notice of Hearing and Letting
  2. Instructions to Bidders
  3. Proposal Items
  4. Proposal
  5. Contract
  6. Bonds
  7. General Conditions
  8. Special Conditions
  9. Plans List
  10. Detailed Specifications
  11. Plans listed in the specifications
  12. Numbered addenda issued to the foregoing.

Bidding and Contract Documents, including plans and specifications governing the proposed construction, have been prepared by the ENGINEER.

The ENGINEER shall make available and distribute plans and specifications in accordance with Code of Iowa. Complete sets of the Bidding Documents may be obtained from ENGINEER at the ENGINEER'S office located at 2800 Fourth Street SW, Suite 9, Mason City, Iowa 50401.

Bidders who request bidding documents be mailed or shipped to them shall designate a mailing address and pay shipping / mailing costs in the amount of \$10.00 for standard USPS mail delivery or normal UPS ground delivery. Any special shipping / mailing requests will be at bidders' cost. Checks for shipping / mailing shall be made out to Veenstra & Kimm, Inc.



Plans, specifications and bidding documents may also be obtained electronically upon request in pdf format via electronic media (DVD's, CD, or flash drive) or by email where file size will allow.

Complete sets of Bidding and Contract Documents must be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding and Contract Documents.

When the Notice to Bidders indicates supplemental digital formats of all or portions of the bidding documents are available for bidding purposes, the OWNER and / or ENGINEER will, upon request, provide the Bidder with such documents. The terms of use of such documents shall be as set forth in the Bidding Documents ("Section 00210 - Electronic/Digital Documents").

OWNER and ENGINEER in making copies of Bidding and Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

#### 1.06 EXAMINATION OF WORK / BIDDERS REPRESENTATIONS

- A. It is the responsibility of each Bidder before submitting a Bid, to (1) examine the Contract Documents thoroughly, (2) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (3) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (4) study and carefully correlate Bidder's observations with the Contract Documents, and (5) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
- B. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER and ENGINEER do not assume responsibility for the accuracy or completeness thereof.
- C. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents. Bidders are responsible for obtaining utility locates and for any utilities damaged by soil boring activities
- D. On request in advance, and to the extent OWNER has control over the site, and schedule permitting, OWNER will provide each Bidder access to the site to conduct such

explorations and tests as each Bidder deems necessary for submission of a Bid. OWNER will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on OWNER'S authority regarding the site. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of site conditions. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by OWNER or by property owners or other entities controlling the site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs. Bidder shall conduct the desired Site visit during normal working hours and shall not disturb any ongoing operations at the Site. Site visits and work at the Site may be governed by an Owner safety program if an Owner safety program exists, it will be noted in the Supplementary Conditions.

- E. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- F. Soil borings have been made along the route of the proposed work. Soil boring data is included in Section 00220 - Geotechnical Data.
- G. It is Bidder's responsibility to carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- H. It is Bidder's responsibility to consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

- I. Bidders agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- J. Bidders shall become aware of the general nature of the work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
- K. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 1.06, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- L. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective bidders with respect to subsurface conditions, other physical conditions, and underground facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Articles 1.21 and 1.22 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to perspective Bidders with respect to a Hazardous Environmental Condition uncovered or revealed at the site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the work, appear in Articles 1.33 and 1.34 of the General Conditions.
- M. Other Work at Site: Reference is made to Article 1.04 of Section 01010 - Summary of Work for the identification of the general nature of other work of which OWNER is aware (if any) that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If OWNER is party to a written contract for such other work, then on request, OWNER will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

#### 1.07 QUESTIONS BY BIDDERS

- A. Bidders shall submit questions or clarifications regarding the plans, specifications, or contract documents prior to bidding in writing (fax acceptable) a minimum of 48 hours prior to bid opening.

- B. Questions received verbally or less than 48 hours prior to bid opening may not receive a response. Verbal responses provided by the ENGINEER less than 48 hours prior to bid opening may not be accurate or binding if adequate time is not provided or available to adequately research the question.
- C. Questions and clarifications shall be directed to:  
Drew Sweers, P.E., Project Engineer  
Veenstra & Kimm, Inc.  
2800 Fourth Street SW  
Suite 9  
Mason City, Iowa 50401
- Fax: 641-380-0313  
Phone: 641-421-8008  
E-mail: [dsweers@v-k.net](mailto:dsweers@v-k.net)

#### 1.08 QUALIFICATIONS OF BIDDERS

- A. To demonstrate Bidder's qualifications to perform the work, after submitting its bid and within 5 days of OWNER'S, ENGINEER'S request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
1. Certificate of Authority as noted below
  2. Current Registration as noted below
- B. A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the contract.
- C. No requirement in this Article 1.08 to submit information will prejudice the right of OWNER to seek additional pertinent information regarding Bidder's qualifications.
- D. If the apparent lowest responsive bidder is a non-Iowa corporation, the firm shall submit proof (Certificate of Authority) to OWNER, prior to execution of contract, that the firm has been authorized by Secretary of State to do business in Iowa.
- E. Apparent lowest responsive bidder shall submit evidence of current registration as a CONTRACTOR with Iowa Department of Labor by providing their Contractor Registration Number as issued by the Labor Commissioner pursuant to Section 91C.5 of the Code of Iowa.
- F. Pursuant to Section 91C.2 and Section 91C.7 of the Code of Iowa an out of state CONTRACTOR shall either file a surety bond with the Division of Labor Services in the amount of twenty-five thousand dollars for a one-year period or shall provide a

statement to the Division of Labor services that the CONTRACTOR is prequalified to bid on projects for the Iowa Department of Transportation (IDOT) pursuant to Section 314.1. The Surety Bond filed shall be executed by a surety company authorized to do business in this state, and the bond shall be continuous in nature until canceled by the surety with not less than thirty days' written notice to the CONTRACTOR and to the Division of Labor Services of the Department of Workforce Development indicating the surety's desire to cancel the bond. The CONTRACTOR should contact the Division of Labor Contractor Registration at 515-242-5871 for further information. Prior to contract execution, the ENGINEER may forward a copy of the proposed Agreement to the Iowa Department of Workforce Development as notification of pending construction work. It is the CONTRACTOR'S responsibility to comply with said Section 91C.7 before commencing work.

- G. All prices that Bidder sets forth in its Bid shall be based on the presumption that the CONTRACTOR will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

- H. Bidders are advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

#### 1.09 PRE-BID CONFERENCE

- A. No Pre-Bid Conference is scheduled for this project.

#### 1.10 CONTRACT TIME

- A. The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement, Bid Form and Notice to Bidders.

#### 1.11 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement, Bid Form and Notice to Bidders.

#### 1.12 SUBSTITUTE AND "OR EQUAL" ITEMS

- A. The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the CONTRACTOR to request that ENGINEER authorize the use

of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by ENGINEER until after the Effective Date of the Contract.

#### 1.13 SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- B. Subsequent to the submittal of the Bid, OWNER may not require the Successful Bidder or CONTRACTOR to retain any Subcontractor, Supplier, or other individual or entity against which CONTRACTOR has reasonable objection.
- C. The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of the Subcontractors or Suppliers. If requested by OWNER, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and OWNER may consider such price adjustment in evaluating Bids and making the Contract award.
- D. If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to subsequent revocation of such acceptance as provided in Article 1.05 of Section 00700 - General Conditions.

#### 1.14 METHOD OF BIDDING

- A. Bidders shall submit lump sum or unit prices, as required, for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.



- B. Bids will be computed using quantities shown in the Proposal. Where unit price bids are called for, quantities are approximate and only for comparison of bids. ENGINEER retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due CONTRACTOR will be computed on basis of final quantities of completed work.
- C. In the event of discrepancies between unit prices and price extensions listed in bidder's proposal, unit prices shall govern, and unit price extensions shall be corrected, if necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit price.
- D. Unit price for payment items included in the specifications, but not listed in the Proposal, will be negotiated, if needed.

#### 1.15 PREPARATION AND SUBMISSION OF BIDS

- A. Bidders shall submit 2 copies of their Proposals. One copy of the proposal will be considered the original and "OWNER'S Copy" shall be noted (circled) on the first page. The second copy will be for the Engineer and shall have "ENGINEER'S Copy" noted (circled) on the front page. The Proposal noted "OWNER'S Copy" is considered the original Proposal and shall be used for bidding. The copy of the Proposal noted "ENGINEER'S Copy" is for the use of the ENGINEER. The copy of the Proposal noted "Bidder's Copy" is for the use of the Bidder. Submit "OWNER'S Copy" and "ENGINEER'S Copy" in a sealed envelope. Envelope shall bear return address of the bidder and shall be addressed as follows:

To:

Charles City Community  
School District  
1 Comet Drive  
Charles City, Iowa 50616

Proposal For:

Charles City High School  
Track Improvement Project

- B. All bids shall be submitted to the City Clerk of said City on or before the time set for receiving bids. All bids shall be made on official bidding forms furnished by the City or ENGINEER, and any alterations in the official form of bid will entitle the City Council, at its option, to reject the bid involved from consideration. Each bid shall be sealed and plainly identified.
- C. Bids shall be signed by a legally authorized representative of the bidder.
- D. Bidders shall submit with Proposal the following documents:
  - 1. Data requested in Proposal
  - 2. Bid

## 3. Bidder Status Form

- E. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- F. Bid Form must be completed in ink or by typewriter. Bid Schedule can be made available electronically as an excel spreadsheet file. If CONTRACTOR elects to fill in Bid Schedule manually CONTRACTOR is responsible for filling in both "Unit Price" and "Extended Prices" and all subtotals and totals. If CONTRACTOR uses the Bid Schedule in excel format CONTRACTOR is responsible for filling in all "Unit Prices" and then printing Bid Schedule in a format similar to that included in Section 00300 - Bid Form.
- G. Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate office accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by a secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- H. A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- I. A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- J. A Bid by an individual shall show the Bidder's name and official address.
- K. A Bid by a joint venture shall be executed by each joint venture in the manner indicated on the Bid Form. The official address of the joint venture must be shown below the signature.
- L. All names must be typed or printed below the signatures.
- M. The Bid shall contain an acknowledgment of receipt of all Addenda, whose numbers shall be filled in on Bid Form.
- N. The address and telephone number for communications regarding Bid must be shown.
- O. The Bid shall contain evidence of Bidder's authority and qualifications to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.



- P. Bidders shall submit [lump sum] [unit price] bids as required for work covered by the Contract Documents. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- Q. Bidders shall note limitations regarding the bid item "Mobilization" as specified in Article 1.07, Section 01025 – Measurement and Payment. Should the bid item "Mobilization" exceed the limitations specified the bid may be considered "irregular" and said bid may be rejected at OWNERS discretion.
- R. Bids received by facsimile (fax) or by e-mail, or by other electronic means shall not be accepted.
- S. Bids will be received up until the date and time identified in the Notice of Letting As an example, where the Notice states the Bids will be received until 11:00 A.M. means Bids will NOT be accepted after 10:59:59 A.M.
- T. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- U. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

#### 1.16 BID SECURITY

- A. Each bid shall be accompanied by bid security in the form and amount set out in the Notice to Bidders.
- B. Bid security shall be enclosed in a sealed envelope with the bid, or in a separate sealed envelope.
- C. The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- D. The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the

Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

- E. Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 10 days after the Bid opening.
- F. Bidders shall use bid bond form included with specifications, see Sections 00401 and 00402 – Bid Bond.
- G. Attorney-in-Fact must be specifically named through a written “Power of Attorney”, a copy of which must be attached to Bid Bond.

#### 1.17 IOWA RECIPROCAL PREFERENCE

- A. In accordance with Iowa Code, 73A.21, when a contract for public improvement is to be awarded to the lowest responsible bidder, a resident bidder is allowed a preference as against a nonresident bidder if the non-resident bidder’s state or country gives or requires any preference to bidders from that state or country, any imposition of labor force preference, or any other preferential treatment to bidders or laborers from that state or country. The Iowa resident bidder preference allowed must be equal to the preference of the non-resident bidder’s state or country of residence. With regard to a resident labor force preference, a nonresident bidder’s state or country of residence. With regard to a resident labor force preference, a nonresident bidder is required to apply the same resident labor force preference to a public improvement in Iowa as would be required in the non-resident’s state or country of residence.
- B. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form (See Section 00350 - Bidder Status Form). The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.

#### 1.18 EVALUATION OF BIDS

- A. The BID must include all unit prices and requested information shown on the Proposal Form; failure to comply may be cause for rejection. No segregated bids or assignments will be considered.
- B. Award of contract will be based on the low bid which shall be determined based on base bid only, exclusive of any alternates OWNER may select or request.
- C. Bidders shall submit alternate Bid(s) as listed on Bid Form and described in Contract Documents. Failure to furnish the installed unit prices for any alternate on Bid Schedule may be cause for rejection of the bid.

- D. The OWNER may select or reject alternate Bid(s) as best serves its interests. OWNER may select to perform running track improvements only or select one alternate for running track improvements and different alternate(s) for long jump and high jump pavement areas.
- E. The OWNER reserves the right to reject any and all bids and to waive informalities or technicalities and to enter into such contract as it shall deem for the best interest of the OWNER.
- F. The OWNER reserves the right to reject the Bid of any bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that bidder, whether because the Bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.
- G. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- H. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Article 1.06 of Section 01025 - Measurement and Payment.
- I. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- J. In the case of an obvious and serious clerical or entry error in the Proposal where the OWNER is able to clearly determine the bidder's intent from the Proposal the OWNER may waive irregularities that are in the best interest of the OWNER as long as the integrity of the bidding process is not affected by waiving the clerical or entry irregularity.
- K. In evaluating Bids, OWNER will consider the qualifications of the bidders, whether or not the Bids comply with the prescribed requirements, [and such alternates] unit prices and other data as may be requested in the Proposal Schedule or prior to the Notice of Award. OWNER may conduct such investigation as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed items. Bidder shall provide data regarding qualifications and financial ability upon request by OWNER and / or ENGINEER prior to

Notice of Award. Failure by Bidder to provide such data may be cause for OWNER to reject the bid of said Bidder.

OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the General Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

- L. If OWNER awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- M. The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Contract.

#### 1.19 WITHDRAWAL OF BIDS

- A. A bidder may withdraw his bid at any time prior to scheduled closing time for receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days thereafter.
- B. All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

#### 1.20 OPENING OF BIDS

- A. Bids will be opened and read aloud publicly at the time and place stated in the Notice to Bidders.

#### 1.21 NOTICE OF AWARD

- A. The successful bidder will be notified of contract award by receipt of Notice of Award (Exhibit A) or by letter from ENGINEER within 5 days of contract award by the school district's Board of Education.

## 1.22 EXECUTION OF CONTRACT

- A. The successful bidder shall enter into a written contract with the OWNER, within 10 days after Notice of Award (Exhibit A) and acceptance of his proposal on the forms included with these specifications, for the performance of the work awarded to the CONTRACTOR.
- B. The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the CONTRACTOR shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the OWNER or any other person.
- C. After the Contract and Bonds have been approved, OWNER shall deliver one fully executed counterpart of the Agreement to Successful Bidder.

## 1.23 CONTRACT TERMINATION

- A. Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 573A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties thereto, including subcontractors and sureties upon any bond given or filed in connection therewith.
- B. The Owner reserves the right to Terminate Contract for Cause or for convenience as defined in Articles 1.28 and 1.29 or Section 00700, General Conditions.

## 1.24 TAXES

- A. Bidders shall include in proposal all amounts payable by CONTRACTOR or OWNER on account of taxes imposed by any taxing authority upon sale, purchase or use of materials and equipment covered by the contract. All taxes of foregoing descriptions shall be paid by CONTRACTOR.
- B. The Charles City Community School District will issue a sales tax exemption certificate for all materials purchased on the project. The school district will issue the appropriate tax exemption certificates and authorization letters to the CONTRACTOR and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- C. CONTRACTOR shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. CONTRACTOR and subcontractors may make copies of the certificate and provide to each supplier providing construction materials a copy of the tax exemption certificate.

- D. Successful bidder is subject to payment of Iowa Income Tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

#### 1.25 PREFERENCE FOR LABOR AND MATERIALS

- A. 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; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid.

#### 1.26 PAYMENT

- A. Payment will be made in accordance with the payment provisions set forth in the Notice to Bidders.
- B. Payments will be made on the basis of estimates prepared by CONTRACTOR and approved by ENGINEER, solely for the purpose of payment; approval by ENGINEER shall not be deemed approval of workmanship or material.

#### 1.27 CONTRACT COMPLETION / LIQUIDATED DAMAGES

- A. Contract completion period or date shall be as set forth in the Notice to Bidders.
- B. Liquidated damages shall be as set forth in the Notice to Bidders.

#### 1.28 APPROVAL OF MATERIALS

- A. Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from the ENGINEER. Otherwise, it will be assumed CONTRACTOR will furnish materials or equipment specified.

#### 1.29 PERIOD OF GUARANTEE AND BOND

- A. CONTRACTOR shall guarantee work for a period of two (2) years from date of final acceptance of work by the OWNER as provided for in the Code of Iowa. Surety bond furnished by CONTRACTOR shall run for like period.

#### 1.30 PERMITS

- A. Construction permits shall be the responsibility of the CONTRACTOR.

- B. The OWNER shall obtain a construction permit as required from the Iowa Department of Natural Resources (IDNR) prior to commencing work.
- C. Bidders are responsible for obtaining utility locates and for any utilities damaged by pre-bid soil boring activities

**PART 2 - PRODUCTS**

Not Applicable.

**PART 3 - EXECUTION**

Not Applicable.

**END OF SECTION**





**SECTION 00210****ELECTRONIC / DIGITAL DOCUMENTS****PART 1 – GENERAL****1.01 SUMMARY**

- A. The OWNER or ENGINEER may elect to provide copies of the contract documents or supplemental information to the CONTRACTOR in electronic/digital media format. This section governs the availability, use and limitations of information provided in electronic/digital format.

**1.02 FORMAT OF DOCUMENTS AND CONTROLLING CRITERIA**

- A. The Agreement identifies the contract documents upon which the Bidder or CONTRACTOR may rely. The General Conditions set forth the provisions governing the intent, interpretation and use of the contract documents. This section is intended to augment the Agreement and General Conditions and to clarify limitations on the use of electronic/digital documents.
- B. “Hard Copies” of the Contract Documents consist of complete sets of those documents specifically listed in the Agreement including the version of the plans and specifications that are signed and sealed with original signature (or unalterable and legally acceptable facsimile copy of said signature) denoting the ENGINEER’S final intent for bidding purposes. Electronic/digital files in the “Native File Format” are saved in the default file format used by a specific software application. The native file format of an application is proprietary, and these types of files are not meant to be transferred to other applications. Electronic/digital files in the native file format may be altered and may not be representative of the paper copies of the documents
- C. For bidding purposes only, Hard Copies of the Contract Documents shall be construed to include electronic/digital files of the Bidding Documents (as defined in Section 00100 - Instructions to Bidders), prepared by ENGINEER and provided under direction of ENGINEER in a Portable Document Format (PDF) format or other file format that is intended by the ENGINEER and OWNER to be unalterable and exactly representative of the information contained in the paper copies of the documents.
- D. The project plans graphically set forth design requirements for the project. These plans are a two-dimensional representation of three-dimensional existing conditions and proposed improvements. Because it is generally impossible to economically or graphically duplicate real-world conditions on a two-dimensional plan format, certain approximations, graphical simplifications, intentional or unintentional inaccuracies must generally be used to adequately describe the existing conditions and work to be done on the plans. Because of these graphical compromises, certain dimensions and other

supplementary notes and information may be added to the plans to control the specific requirements of the design. Electronic/digital versions of the plans in PDF format, native file format or other electronic file format may imply a spatial accuracy that exceeds the graphical limitations of the original plan set. This is also true of supplementary electronic/digital information developed from the plans or underlying support data (such as layers, hidden lines, survey points or topographic computational networks).

- E. In the event of a conflict between an electronic/digital version of a Contract Document and the Hard Copy of the document, the Hard Copy shall be deemed to govern. Bidders, by submitting a bid, and the CONTRACTOR by executing the contract, acknowledge these graphical limitations to the plan development process and accept the controlling nature of the Hard Copies of all project documents as set forth in the General Conditions.

#### 1.03 AVAILABILITY AND USE OF DIGITAL/ELECTRONIC DOCUMENTS

- A. When the Notice to Bidders or Project Manual indicate that electronic/digital copies of the Plans and Specifications are available, such documents shall be made available to the Bidder or CONTRACTOR upon request in PDF format or other file format that is intended by the ENGINEER and OWNER to be unalterable and exactly representative of the information contained in the paper copies of the documents. However, because the OWNER and ENGINEER cannot totally control the transmission and receipt of electronic/digital documents nor the CONTRACTOR's means of reproduction of such documents, the OWNER and ENGINEER cannot and do not guarantee that electronic/digital versions and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Except as otherwise advised, the Bidder may use and rely upon complete sets of the PDF or other electronic/digital version of the Bidding Documents, prepared by the ENGINEER and provided under direction of the ENGINEER, for preparation of its bid. However, CONTRACTOR assumes all risks associated with differences arising from transmission/receipt of electronic/digital versions and reproductions prepared from those versions and, further, assumes all risks, costs and responsibility associated with use of the electronic/digital versions to derive information that is not explicitly contained in the paper copies of the documents and for Bidder's reliance upon such derived information.
- C. When using PDF versions of the bidding documents, the CONTRACTOR shall prepare its Bid on a printed paper copy of the Bid Form from the PDF file; submit its bid together with all required submittals; and deliver the Bid in the manner described in Section 00100 - Instructions to Bidders. The printed copy of the Bid Form shall be clearly legible, printed on 8 ½ inch by 11-inch paper and as closely identical in appearance to the PDF Bid Form as may be practical. The OWNER reserves the right to accept Bid Forms which nominally vary in appearance from the Hard Copy of the Bid Form, providing that all required information and submittals are included with the bid.
- D. After a Contract is awarded, the OWNER may provide or direct the ENGINEER to provide

for the use of the CONTRACTOR such electronic/digital copies of the contract documents or other support documents in native file formats as may have been previously developed as part of the Project design process. Release of such information, if available, shall be deemed to be solely for the convenience of the CONTRACTOR. Unless the Contract Documents explicitly identify that such information shall be available to the successful Bidder, nothing herein shall create an obligation on the part of the OWNER or ENGINEER to provide or create such information and the CONTRACTOR is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the work. In all cases, the CONTRACTOR shall take appropriate measures to verify that any electronic/digital data is appropriate and adequate for the CONTRACTOR's specific purposes. In no case shall the CONTRACTOR be entitled to extra compensation or adjustment in contract time due to claims arising from any differences between the Hard Copies of the Contract Documents and electronic/digital data.

- E. Release of all electronic/digital information requested by the CONTRACTOR shall be at the sole discretion of the OWNER or ENGINEER and a separate charge will be made to the CONTRACTOR for creation or preparation of such information.
- F. Release of electronic/digital data shall be subject to the herein accompanying form, entitled "ELECTRONIC MEDIA TRANSFER AGREEMENT," together with such other limitations as the OWNER or ENGINEER may deem appropriate for the Project. In the event of questions, conflicts, inconsistencies between any the electronic/digital data, the Hard Copies of the Contract Documents shall govern unless otherwise directed in writing by the OWNER and ENGINEER.
- G. In the event that OWNER elects to provide or directs the ENGINEER to provide to the CONTRACTOR any CONTRACTOR-requested electronic/digital data that is not explicitly identified in the Contract Documents as being available to the successful bidder, the ENGINEER shall be reimbursed by the CONTRACTOR on an hourly basis (at \$79 per hour) for all engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by the ENGINEER.



## ELECTRONIC MEDIA TRANSFER AGREEMENT

Now on this \_\_\_\_ day of \_\_\_\_\_, 2021, the undersigned, \_\_\_\_\_, hereinafter referred to as "Recipient", has made and may hereafter make a request of Veenstra & Kimm, Inc., hereinafter referred to as "Engineer", for a copy of their electronic survey, design and/or data file(s) pertaining to projects for which the Recipient is providing services and/or materials. The terms and conditions of this agreement shall apply to each electronic file(s) sent or delivered to Recipient from this date through \_\_\_\_\_, 2021.

In accepting and utilizing any drawings, documents, or other data on any form of electronic media generated and provided by Veenstra & Kimm, Inc., the Recipient does hereby acknowledge, covenant, warrant and agree that all such drawings, documents, and data are instruments of service of the Engineer, who shall be deemed the author of the drawings, documents, and data, and shall retain all common law, statutory law and other rights, including copyrights.

Because data, documents, and/or drawings stored on electronic media can deteriorate undetected or be modified without the Engineer's knowledge, the Recipient agrees that the Engineer cannot be held liable for the completeness, or correctness of electronic data once the electronic media has left the possession of the Engineer. Recipient's use or reuse shall be at Recipient's risk and full legal responsibility. Recipient shall be fully and solely responsible for reconciling of said electronic files with any certified hard copies produced by Engineer. Only the final certified hard copies of the survey, design, and/or data files shall constitute contract documents for the project.

The Receiver further agrees to assume all responsibility and liability for the use of these drawings, documents, and data, in whole or in part, for any purpose or project other than the project for which drawings, documents, or data were originally produced. The Recipient agrees to waive all claims against the Engineer resulting in any way from any changes or reuse of the drawings, documents, and data for any other project by anyone other than the Engineer.

In addition, the Recipient agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost, including reasonable attorney's fees and cost of defense, arising from any changes made by anyone other than the Engineer or from any reuse of the drawings, documents, and data without the prior written consent of the Engineer.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Recipient 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

RECEIVED BY:

\_\_\_\_\_  
(Signature of an authorized agent for Recipient)

\_\_\_\_\_  
(Please type or print name and title)

REPRESENTING:

\_\_\_\_\_  
(Company Name - Please type or print)

, Recipient

\_\_\_\_\_  
(Company Address - Please type or print)

Project Name: Charles City High School Track  
Improvement Project

V&K Project Number: 5584

Drawing Number: \_\_\_\_\_

**END OF SECTION**



**SECTION 00220****GEOTECHNICAL DATA****PART 1 – GENERAL****1.01 GEOTECHNICAL REPORT**

- A. The report of explorations and tests of subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents is included herein. The geotechnical data provided in this section of the specification is for the Bidder's convenience and is not part of the Contract Documents, and does not relieve the Bidder from doing his own investigation to determine accuracy of the information. OWNER and ENGINEER do not guarantee the accuracy of the information contained in this section of the Project Manual or specifications.

**PART 2 – PRODUCTS**

Not Applicable.

**PART 3 – EXECUTION**

Not Applicable.

**END OF SECTION**





**SECTION 00230****EXISTING CONDITIONS****PART 1 – GENERAL****1.01 DESCRIPTION OF EXISTING SITE**

- A. The area to be improved lies in the eastern portion of the City of Charles City, Floyd County, Iowa. The site is approximately 8 acres in size and generally lies east of Salsbury Avenue and north of Clark Street, and south of the high school.
- B. The site is generally flat and has previously been used for high school track event purposes.
- C. No hazardous environmental conditions are known to exist on this project site.
- D. An underground irrigation system does not exist in the interior of the track for purposes of watering the football field. An underground drainage system does exist in the vicinity of the football field and track for purposes of draining the football field. An existing water line and existing electric line are located within the project area. The approximate location based on the school district's maintenance superintendent's recollection are shown on the Drawings. The CONTRACTOR is cautioned to not damage any portion of the existing underground infrastructure.

**PART 2 – PRODUCTS**

Not Applicable.

**PART 3 – EXECUTION**

Not Applicable.

**END OF SECTION**



**OWNER'S COPY**  
**ENGINEER'S COPY**  
**BIDDER'S COPY**  
(Circle One)

**SECTION 00300**

**BID FORM**  
**HIGH SCHOOL TRACK IMPROVEMENT PROJECT**  
**CHARLES CITY, IOWA**

**PROJECT IDENTIFICATION:**

This Bid pertains to the Charles City High School Track Improvements Project.

**THIS BID IS SUBMITTED TO:** Charles City Community School District  
District Office  
500 North Grand Avenue  
Charles City, Iowa 50616

**THIS BID IS SUBMITTED BY:** \_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Address of Bidder

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Individual ( ) Partnership ( ) Corporation ( )

Contractor Iowa License Number: \_\_\_\_\_

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Notice of Hearing and Letting and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for thirty (30) days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.



3. In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all, which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.
- c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- d. Bidder has carefully studied all:
- (1) reports of explorations and tests of subsurface conditions, if any, at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) as noted in Section 00220 - Geotechnical Data and Section 00230 – Existing Conditions.
  - (2) reports and drawings of a Hazardous Environmental Condition, if any, which have been identified in Section 00230 – Existing Conditions are provided in accordance with Article 1.36 of the General Conditions.
- e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- f. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with other terms and conditions of the Bidding Documents.



- g. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - h. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
  - i. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents and the written resolution thereof by ENGINEER is acceptable to Bidder.
  - j. Bidders acknowledge the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
4. Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
5. The undersigned bidder states that this bid is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of this bid and the specifications prepared by VEENSTRA & KIMM, INC., that the provisions of the latter shall prevail.
6. Contract completion period or dates shall be as set forth in the Notice to Bidders.
7. Liquidated Damages in the amount of One Thousand Dollars (\$1,000) per consecutive calendar day will be assessed for each day that work for the project is not completed after contract completion date as specified.
8. Due allowances for extensions of the contract period due to conditions beyond the control of the contractor shall be considered by the OWNER. Inclement weather shall not be considered as cause for extensions of the contract period for average or below average precipitation totals during the contract period. Separate liquidated damage assessments may be made for each of the completion dates.
9. Bidder agrees the following documents are enclosed and made a condition of this Bid:





- a. Bid Schedule
  - b. Required Bid Security in the form of Bid Bond or Certified / Cashier's Check
  - c. Bidder Status Form – Section 00350
10. Bidder will construct in accordance with the Contract Documents including all labor, materials, and equipment necessary the work, within the time and for the sum or sums stated hereinafter on attached Bid Schedule, which Bid Schedule is hereby made part of this bid.

If Bidder is:

**A. Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Individual's signature)

Doing business as: \_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_, 2021



**B. Partnership**

Partnership Name: \_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

(Signature of General Partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date Bid Submitted: \_\_\_\_\_, 2021



**C. Corporation**

Corporation Name: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_

Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_

(Signature - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_ (CORPORATE SEAL)

Attest: \_\_\_\_\_

(Signature of Corporate Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Date of Qualification to do business is \_\_\_\_\_.

Date Bid Submitted: \_\_\_\_\_, 2021



**D. Joint Venture**

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Joint Venturer Name: \_\_\_\_\_ (SEAL)

By: \_\_\_\_\_

(Signature of Joint Venture Partner - attach evidence of authority to sign)

Name (typed or printed): \_\_\_\_\_

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

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Phone and FAX Number, and Address for receipt of official communications:

\_\_\_\_\_

\_\_\_\_\_

(Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Date Bid Submitted: \_\_\_\_\_, 2021





**BID SCHEDULE****HIGH SCHOOL TRACK IMPROVEMENT PROJECT**

1. Construct High School Track Improvement Project for the following unit and lump sum prices:

**A. Running Track Pavement Area**

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.	Mobilization	LS	1	\$ XXXX	\$ _____
2.	Traffic Control	LS	1	\$ XXXX	\$ _____
3.	Pavement Removal	SY	327	\$ _____	\$ _____
4.	Crack Repair	LF	600	\$ _____	\$ _____
5.	Synthetic Rubber Surfacing	SY	5172	\$ _____	\$ _____
6.	HMA Pavement, 4" Thick	SY	45	\$ _____	\$ _____
7.	Pavement Markings	LS	1	\$ XXXX	\$ _____
8.	Topsoil - Contractor Furnished	CY	275	\$ _____	\$ _____
9.	Seed, Fertilizer and Mulch	ACRE	0.3	\$ _____	\$ _____
				TOTAL \$	
				(Items 1 - 9)	_____



**SECTION 00350****BIDDER STATUS****PART 1 – GENERAL****1.01 GENERAL**

- A. In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form (See Bidder Status Form on following pages). The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully completed Bidder Status Form may result in the Proposal being determined non-responsive.
- B. A copy of the Bidder Status Form is enclosed on the following pages.



## To be completed by all bidders

## Part A

Please answer "Yes" or "No" for each of the following:

- ☐ Yes ☐ No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☐ No My company has an office to transact business in Iowa.
- ☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

## To be completed by resident bidders

## Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Address: \_\_\_\_\_

You may attach additional sheet(s) if needed. City, State, Zip: \_\_\_\_\_

## To be completed by non-resident bidders

## Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

## To be completed by all bidders

## Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

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

You must submit the completed form to the governmental body requesting bids  
per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No      My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No      My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No      My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No      My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No      My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No      My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No      My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**PART 2 – PRODUCTS**

Not Applicable.

**PART 3 – EXECUTION**

Not Applicable.

**END OF SECTION**





**SECTION 00400**  
**BID BOND**

KNOW ALL MEN BY THESE PRESENTS: That we,

\_\_\_\_\_  
of, \_\_\_\_\_, as Principal, and  
\_\_\_\_\_  
of \_\_\_\_\_  
as Surety, are held and firmly bound unto the Charles City Community School District hereinafter defined as Obligee, in the penal sum of five percent (5%) of the total amount of the bid (\$\_\_\_\_  
\_\_\_\_\_), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Charles City Community School District a certain bid, in a sealed envelope, and hereby made a part hereof to enter into a contract in writing, for: **Charles City High School Track Improvement Project.**

NOW THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void or in the event of the failure of the Principal to enter such contract and give such bond, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Countersigned by:

\_\_\_\_\_  
Principal

By \_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact  
(Must attach Power of Attorney)



**SECTION 00510****AGREEMENT BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, and between Charles City Community School District, Charles City, Iowa party of the first part, hereinafter referred to as the "OWNER", and

\_\_\_\_\_, party of the second part, hereinafter referred to as the "CONTRACTOR".

WITNESSETH: THAT WHEREAS, the OWNER has heretofore caused to be prepared certain specifications and bid form blanks, dated the \_\_\_\_ day of \_\_\_\_\_, 2021, for **Charles City High School Track Improvement Project** under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and bid form blanks accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

That the OWNER hereby accepts the bid of the CONTRACTOR for the work, as follows:

**ARTICLE 1 - THE PROJECT**

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is named as follows:

**CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENT PROJECT****ARTICLE 2 - WORK**

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Includes all labor, materials and equipment necessary to repair the existing high school track including removal of approximately \_\_\_\_ SY of existing synthetic rubber surfacing, approximately \_\_\_\_ LF of existing HMA pavement crack repairs, placement of topsoil and grading and miscellaneous associated work, including cleanup.

**ARTICLE 3 - ENGINEER**

3.01 The Project has been designed by Veenstra & Kimm, Inc. (ENGINEER), who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.



**ARTICLE 4 - CONTRACT TIME****4.01 Time of the Essence**

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

**4.02 Days to Achieve Substantial Completion and Final Payment**

- A. Contract completion period or date shall be as set forth in the Notice to Bidders.
- B. All work shall be complete and ready for Final Payment within 30 calendar days after Substantial Completion.

**4.03 Liquidated Damages**

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Article 4.02 above, plus any extensions thereof allowed in accordance with Article 1.22 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER Liquidated Damages an amount as set forth in the Notice of Letting for each calendar day that expires after the time specified in Article 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER an amount as set forth in the of Letting for each calendar day that expires after the time specified in Article 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.
- B. Further, the CONTRACTOR shall pay OWNER an amount as set forth in the Notice of Letting for each time periods day where portions of the Contract have specific completion dates, specified calendar or where specific completion dates are otherwise agreed to in writing or are identified on CONTRACTOR's Project Schedule as submitted, for work which remains uncompleted after said specified or agreed to date.



**ARTICLE 5 - CONTRACT PRICE**

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A.

A. Unit Price Work

1. As provided in Article 1.04 of Section 01025 – Measurement and Payment, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Article 1.05 of Section 01025 – Measurement and Payment. Payment shall be computed as provided Article 1.06 of Section 01025 – Measurement and Payment.
2. For all Unit Price Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit, the total contract amount is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

**ARTICLE 6 - PAYMENT PROCEDURES**

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 1.04 of Section 01019 – Contract Considerations. Applications for Payment will be processed by ENGINEER as provided in Article 1.04 of Section 01019 – Contract Considerations and Article 1.31 of Section 00700 – General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment submitted by the 30th day of the following month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be determined in accordance with Section 01025 – Measurement and Payment based on the number of units completed:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, including but not limited to liquidated damages, in accordance with Article 1.31 of Section 00700 – General Conditions:





- a. 95 percent of Work completed (with the balance being retainage); and
  - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- 2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Work completed, less such amounts as ENGINEER shall determine in accordance with Article 1.31 of Section 00700 - General Conditions.
- B. OWNER shall make payments to CONTRACTOR within 30 days following receipt of Pay Estimate from ENGINEER.

#### 6.03 Final Payment

- A. Upon receipt of the final Application for Payment accompanied by ENGINEER's recommendation of payment in accordance with Article 1.32 of Section 00700 - General Conditions, OWNER shall pay CONTRACTOR as provided in Article 1.32 of Section 00700 - General Conditions the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 1.32, less any sum OWNER is entitled to withhold per ENGINEER's recommendation, including but not limited to liquidated damages.
- B. Final payment will not be made sooner than thirty (30) days following final acceptance of the work by the OWNER.

### ARTICLE 7 - INTEREST

- 7.01 All moneys not paid when due as provided in Article 1.32 of Section 00700 - General Conditions shall bear interest at the maximum legal rate.

### ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce OWNER to enter into this Agreement Contractor makes the following representations:
  - A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
  - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.



- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

## ARTICLE 9 - GUARANTEE

- 9.01 CONTRACTOR guarantee's all work constructed under this agreement, regardless if said work is performed by CONTRACTOR, his subcontractors, or other third tier subcontractors retained by subcontractor's, against defective workmanship and / or materials for a period of two (2) years from the date of Final Acceptance of work by OWNER.



Workmanship and / or materials shall be considered defective when a condition causing premature failure (whole or in part) which was present in the relevant part or component of work when it was constructed or installed or comes into existence as a result of the way in which the relevant part or component of work was constructed or installed.

- 9.02 The CONTRACTOR shall faithfully perform the contract on it's part and shall fully indemnify and save harmless the OWNER from all cost and damage which OWNER may suffer by reason of defective workmanship and / or materials, and shall fully reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any such default.

## ARTICLE 10 - CONTRACT DOCUMENTS

### 10.01 Contents

- A. The Contract Documents consist of the following:
1. This Agreement (pages 1 to 9, inclusive).
  2. Performance, Payment, Maintenance bond (pages 1 to 2, inclusive).
  3. General Conditions (pages 1 to 18, inclusive).
  4. Special Conditions (pages 1 to 4, inclusive).
  5. Specifications as listed in the table of contents of the Project Manual.
  6. Drawings consisting of 10 sheets with each sheet bearing the following general title: **Charles City High School Track Improvement Project**
  7. Addenda (numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Notice of Award (pages 1 to 1, inclusive).
    - b. CONTRACTOR's Bid (pages 1 to 8, inclusive).
    - c. Documentation submitted by CONTRACTOR prior to Notice of Award.
    - d. \_\_\_\_\_.



9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a. Notice to Proceed (pages 1 to1, inclusive).
  - b. Work Change Directives.
  - c. Change Order(s).
- B. The documents listed in Paragraph 10.01.A are made part of this Agreement by reference; exhibits to this Agreement as listed in Paragraph 10.01.A.8 are attached except as expressly noted otherwise above.
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 1.23 of Section 00700 - General Conditions.

## **ARTICLE 11 - MISCELLANEOUS**

### **11.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the Section 00100 – Instructions to Bidders.

### **11.02 Assignment of Contract**

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **11.03 Successors and Assigns**

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.





## 11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## 11.05 Controlling Law

- A. This Agreement and any of its terms and provisions shall be interpreted or construed under the laws of the State of Iowa.

## 11.06 Other Provisions

- A. None



IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in three copies. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed, or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective \_\_\_\_\_, 2021 (which is the Effective Date of the Agreement).

**OWNER:** Charles City Community School District

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

By: Josh Mack

Title: President

Attest: \_\_\_\_\_

By: Mike Fisher

Title: Superintendent

Designated Representative: \_\_\_\_\_

Name: Jerry Mitchell

Title: Maintenance  
Superintendent

Address for giving notices:  
500 North Grand Avenue  
Charles City, Iowa 50616

Phone: 641-257-6500

**CONTRACTOR:** \_\_\_\_\_

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

By: \_\_\_\_\_

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

Attest: \_\_\_\_\_

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

Designated Representative: \_\_\_\_\_

Name: \_\_\_\_\_

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

Address for giving notices: \_\_\_\_\_

Phone: \_\_\_\_\_

License No.: \_\_\_\_\_

**(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)]**



## SECTION 00600

Bond No.: \_\_\_\_\_

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

KNOW ALL MEN: That we, \_\_\_\_\_  
of \_\_\_\_\_, hereinafter called the Principal, and  
\_\_\_\_\_, hereinafter called the surety, are held and firmly bound unto the Charles City Community School District, Charles City, Iowa hereinafter called the Owner in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the principal has, by means of a written Agreement dated \_\_\_\_\_, 2021, entered into a Contract with the Owner for **Charles City High School Track Improvement Project**, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of two (2) years from the date of Final Acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after three (3) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.



The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

PRINCIPAL:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SURETY:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Name of Attorney-in-Fact

(Must attach Power of Attorney)





**SECTION 00650****CONTRACTORS INSURANCE****PART 1 – GENERAL**

- 1.01 CONTRACTOR shall procure and maintain during the construction period Workers' Compensation and Employers' Liability Insurance as required by applicable state or territorial law for all of its employees engaged in work at the site of the project under this contract.
- 1.02 The CONTRACTOR shall provide the insurance required by law and affect any other insurance, which they desire to protect the interest of themselves and their Subcontractors in the work. All policies shall be in the amounts, form and companies satisfactory to the OWNER.
- 1.03 The CONTRACTOR shall provide certificates of all insurance coverage's, showing compliance with all requirements specified herein, to the ENGINEER prior to commencement of work.
- 1.04 All of said CONTRACTOR'S Certificates of Insurance shall be written on an insurance company authorized to do business in the State of Iowa.
- 1.05 Insurance requirements:
  - A. Purchase and maintain such insurance as will protect CONTRACTOR from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the contract, whether such operations be by itself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
    1. Claims under workers compensation, disability benefit and other similar employee benefits acts.
    2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees.
    3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees.
    4. Claims for damages insured by personal injury liability coverage, which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (b) by any other person.
    5. Claims for damages, other than to itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
    6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- B. The insured and its insurance provider expressly agree and state that the insurance required under Section 00650 does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time. The insured and its insurance provider further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

1.06 Provide and maintain insurance throughout construction period in the following minimum amounts:

A. Comprehensive General Liability

- |   |             |
|---|-------------|
| 1. General Aggregate  | \$1,000,000 |
| 2. Products and Completed Operations Aggregate  | \$1,000,000 |
| 3. Personal and Advertising Injury  | \$500,000   |
| 4. Each Occurrence  | \$1,000,000 |
| 5. Should include Broad Form Property Damage and XCU Coverage<br>(Shall be noted on Certificate of Insurance) |             |

B. Automobile Liability and Property Damage

- |                                 |             |
|---------------------------------|-------------|
| 1. Combined Single Limit        | \$1,000,000 |
| Or                              |             |
| 2. Bodily Injury per Person     | \$500,000   |
| 3. Bodily Injury per Occurrence | \$1,000,000 |
| 4. Property Damage              | \$500,000   |

C. Umbrella Liability

- |  |             |
|--|-------------|
| 1. Combined Single Limit                                     | \$1,000,000 |
| 2. Aggregate   | \$1,000,000 |
| 3. Applying directly in excess of above liability coverages. |             |

D. Workmen's Compensation

1. Workmen's Compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under this contract.
2. Worker's Compensation Statutory Benefits Coverage B. Employers Liability:
  - a. Each person per accident \$100,000
  - b. Policy limit for disease \$500,000
  - c. Each person for disease \$100,000

E. The insurance required by Article 1.05 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

1.07 Contractual liability insurance: The insurance required by Article 1.05 shall include contractual liability insurance applicable to the CONTRACTOR'S obligations as follows:

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expenses (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR any Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, regardless of 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 which would otherwise exist as to any party or person described herein.
- B. In any and all claims against the OWNER or the ENGINEER or any of their agents, officers or employees by any employee of the CONTRACTOR, any Subcontract, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Article 1.07 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 workers compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the CONTRACTOR under Article 1.07 shall not extend to the liability of the ENGINEER, its agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinion, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the ENGINEER, its agents

or employees providing such giving or failure to give is the primary cause of the injury or damage.

1.08 CONTRACTOR'S insurance for other losses:

- A. For the consideration in this agreement hereinbefore stated, in addition to CONTRACTOR'S other obligations, the CONTRACTOR assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, its agents, subcontractors or employees: to sheds or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks. The CONTRACTOR shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

1.09 OWNER reserves right to approve insurance company.

- 1.10 OWNER shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.

- 1.11 In case any class of employees engaged in hazardous work on the project under this contract are not protected under the Workers' Compensation statute, CONTRACTOR shall provide and shall cause each subcontractor to provide, adequate Employers' Liability Insurance for protection of its employees as are not otherwise protected.

- 1.12 CONTRACTOR shall maintain, and in case any such work is sublet, CONTRACTOR shall require subcontractor to maintain insurance equal to that required for CONTRACTOR during life of the contract, unless the subcontractor's employees engaged in work are covered by protection afforded by CONTRACTOR'S insurance policies.

1.13 Certificates of Insurance:

- A. CONTRACTOR shall provide minimum of two (2) copies of Certificates of Insurance indicating the CONTRACTOR has in place all necessary insurance policies meeting the requirements of Article 1.05, Article 1.06, and Article 1.07.
- B. Certificate of Insurance shall state the "XCU" exclusions shall be removed so that Explosion, Collapse and Underground Property Damage are included in the coverage. Certification of Insurance shall indicate "XCU" coverage is included in the coverage.

- C. Certificate of Insurance shall name Charles City Community School District, Charles City, Iowa, as OWNER, its employees and agents, as additional insureds on all policies.
  - D. Certificate of Insurance shall name Veenstra & Kimm, Inc., as ENGINEER, its employees and agents, as additional insureds on all policies.
  - E. All Certificates of Insurance shall state that thirty (30) days written notice shall be given to OWNER before policy is canceled or changed.
- 1.14 Notification in event of liability or damage: Upon the occurrence of any event, the liability for which is herein assumed, the CONTRACTOR agrees to forthwith notify the OWNER, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of the witnesses, if any, and stating the amount of any claim.

## **PART 2 – PRODUCTS**

Not Applicable.

## **PART 3 – EXECUTION**

Not Applicable.

**END OF SECTION**



## SECTION 00700

## GENERAL CONDITIONS

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- |    |  |     |  |
|----|--|-----|--|
| A. | Contract Documents (1.02)  | S.  | Prosecution of Work (1.20)                                   |
| B. | Surety Bond (1.03)   | T.  | Delays (1.21)  |
| C. | Contractor's Responsibilities (1.04)   | U.  | Liquidated Damages (1.22)                                    |
| D. | Subcontractors / Suppliers (1.05)  | V.  | Changes (1.23)   |
| E. | Contractor's Employees and Supervision (1.06)                                | W.  | Extra Work (1.24)  |
| F. | Permits and Regulations (1.07)   | X.  | Ownership of Materials (1.25)                                |
| G. | Patents (1.08)   | Y.  | Other Contracts (1.26)                                       |
| H. | Defective Work / Contractor Failure to Comply with Contract Documents (1.09) | Z.  | OWNER's Right to do Work (1.27)                              |
| I. | Guarantee (1.10)   | AA. | OWNER'S Right to Terminate Contract for Cause (1.28)         |
| J. | Shop Drawings (1.11)   | BB. | OWNER'S Right to Terminate Contract for Convenience (1.29)   |
| K. | The ENGINEER (1.12)  | CC. | CONTRACTOR'S Right to Stop Work or Terminate Contract (1.30) |
| L. | Plans and Specifications (1.13)  | DD. | Payments Withheld (1.31)                                     |
| M. | Interpretation of Plans and Specifications (1.14)                            | EE. | Acceptance and Final Payment (1.32)                          |
| N. | Decisions by ENGINEER (1.15)   | FF. | Suspension of Work (1.33)                                    |
| O. | Workmanship and Materials (1.16)   | GG. | Cleaning Up (1.34)   |
| P. | On-Site Review or Observation (1.17)   | HH. | Hazardous Materials (1.35)                                   |
| Q. | Resident Engineer and / or Engineering Technicians (1.18)                    | II. | Hazardous Chemical Risks Right-to-Known Law / Act (1.36)     |
| R. | Tests (1.19)   | JJ. | Contaminated Soils (1.37)                                    |

## 1.02 CONTRACT DOCUMENTS

- A. All documents listed or identified as part of contract are each and all essential and component parts of agreement between OWNER and CONTRACTOR.
- B. Contract Documents shall be signed in triplicate by OWNER and CONTRACTOR.

- C. Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.

#### 1.03 SURETY BOND

- A. CONTRACTOR shall furnish a good and sufficient surety bond(s) in full amount of contract prior to signing contract. Surety bond(s) shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, OWNER may require additional and sufficient sureties. CONTRACTOR shall furnish said additional sureties to satisfaction of OWNER within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.
- B. All surety bonds must specifically name the Attorney-in-Fact through a written "Power of Attorney", a copy of which must be attached to each bond.

#### 1.04 CONTRACTOR'S RESPONSIBILITY

- A. CONTRACTOR shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by OWNER. Materials and equipment which are damaged or destroyed during construction from any cause shall be replaced at CONTRACTOR'S expense.
- B. CONTRACTOR shall be responsible for performing all work in accordance with the Contract Documents including all Plans and Specifications included herein. CONTRACTOR shall further be responsible for ensuring all sub-contractors retained by CONTRACTOR perform their work in accordance with Contract Documents including all Plans and Specifications included herein.
- C. CONTRACTOR shall be responsible for providing a finished end product free of defective materials and workmanship for the period of the Guarantee and Maintenance Bond.
- D. CONTRACTOR shall indemnify and save harmless OWNER against any liens filed for non-payment of CONTRACTOR'S bills in connection with contract work. CONTRACTOR shall furnish OWNER satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by OWNER.



- E. CONTRACTOR shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the OWNER and its agents from all suits brought against CONTRACTOR for any injuries received or sustained by any person or persons by or through CONTRACTOR, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.
- F. CONTRACTOR agrees to hold harmless and indemnify the OWNER and ENGINEER and their employees or agents against any liability sustained by reason of the work or the handling or storing of materials therefore when such liability arises out of negligent acts, errors or omissions of the CONTRACTOR, its employees or agents; failing to do so, any judgment against or settlements resulting therefrom shall become a lien against any funds due CONTRACTOR. There shall be no liability upon public officials, ENGINEER or his authorized assistants, either personally or as an official of the OWNER, it being understood that in such matters he acts as an agent and representative of the OWNER in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- G. If suit is brought by the OWNER for the breach of any provisions of this contract, the CONTRACTOR agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.
- H. CONTRACTOR shall continuously maintain adequate protection of all of its work from damage and shall protect OWNER'S property from injury or loss arising in connection with this contract; CONTRACTOR shall make good any such damage, injury or loss; CONTRACTOR shall adequately protect adjacent property as provided by law and the contract documents; CONTRACTOR shall provide and maintain all passageways, guard fences, lights, sidewalks, street pavements, alleys, pipe, conduits, trees, shrubs, structures and other facilities for protection required by public authority of local conditions.
- I. In an emergency affecting safety of life, work or adjoining property, CONTRACTOR, without special instruction or authorization from ENGINEER, is hereby permitted to act at its discretion to prevent such threatened loss or injury, and CONTRACTOR shall so act, without appeal, if so instructed or authorized; any compensation claimed by CONTRACTOR on account of emergency work, shall be determined by agreement or arbitration.
- J. In the opinion of the ENGINEER, CONTRACTOR has not taken sufficient precautions for safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the ENGINEER, an emergency may arise and the public or private, personal or property interest are in danger, then the ENGINEER, with or without notice to the CONTRACTOR, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the ENGINEER may consider necessary and adequate.

The cost and expense of such work and material so furnished shall be borne by the CONTRACTOR, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the CONTRACTOR; performance of such emergency work under the direction of the ENGINEER shall in no way relieve the CONTRACTOR of responsibility for damages which may occur during or after such precaution has been duly taken by ENGINEER.

- K. The CONTRACTOR shall perform all work in accordance with OSHA Regulations. The ENGINEER is not responsible for the CONTRACTOR'S operations or safety measures. Safety shall be the responsibility of the CONTRACTOR; all excavations shall comply with the latest requirements of OSHA 29 CFR Part 1926, Subpart P, "Excavations"; CONTRACTOR shall be responsible for safety items including but not limited to confined space entry, traffic control, trench and OSHA requirements; CONTRACTOR agrees to hold harmless and indemnify the OWNER and ENGINEER and the employees or agents of the OWNER and ENGINEER against any liability sustained from the CONTRACTOR'S negligent acts, errors or omissions.

Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer. For excavations greater than 20 feet deep CONTRACTOR shall submitted an Excavation Plan prepared by a licensed professional engineer to the ENGINEER for review by the ENGINEER prior to commencing excavation.

Worker safety requires compliance with all current and future federal and state OSHA requirements. In accordance with Section 6D.03 of the 2009 MUTCD and OSHA regulations all workers within the work right of way where exposed to traffic, work vehicles, or construction equipment are to wear high-visibility safety apparel.

- L. CONTRACTOR shall cooperate and communicate effectively with others involved or affected by project.
1. Cooperate with OWNER, ENGINEER and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve CONTRACTOR of responsibility for damage thereto caused by his operation.
  2. Cooperate with state and federal regulatory agencies in matters under their jurisdiction over construction operations.
  3. Cooperate with local governmental agencies; secure necessary building permits and arrange for inspections at proper times. Building permit fees will be waived by City.
  4. Advise all utilities prior to excavating; arrange for field locates of utilities by utility representatives.
- M. CONTRACTOR shall comply with all federal, state, county and local laws and ordinances.

- N. CONTRACTOR is responsible for the protection of health and safety of its personnel and all others in vicinity of work, including ENGINEER'S personnel and residents.
- O. CONTRACTOR shall replace or repair objects sustaining any damage, injury or loss to satisfaction of OWNER and ENGINEER.
- P. CONTRACTOR shall keep project site clean and orderly current with construction operations.
- Q. CONTRACTOR shall notify ENGINEER 48 hours prior to expected time for operations requiring construction observation services.

#### 1.05 SUBCONTRACTORS / SUPPLIERS

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to OWNER.
- B. CONTRACTOR shall not assign, sub-let, subcontract, or transfer more than 40% of the work herein specified without written approval from ENGINEER or OWNER. CONTRACTOR shall not assign, sub-let, subcontract, or transfer the whole or any part of work herein specified without written consent of OWNER. Upon request the CONTRACTOR shall submit a list of subcontractors or assignees indicating what portions of the work by bid item said subcontractors or assignees will be performing. The CONTRACTOR shall also provide documentation regarding each subcontractors or assignees qualifications and experience for the portions of work said subcontractor or assignee will be performing.
- C. Assignment, sub-letting or transfer shall not relieve CONTRACTOR from its responsibilities set forth herein.
- D. Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate ENGINEER to establish limits on contracts between CONTRACTORS and subcontractors. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- E. CONTRACTOR shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- F. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, OWNER may not require CONTRACTOR to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which CONTRACTOR has reasonable objection.

- G. Prior to entry into any binding subcontract or purchase order, CONTRACTOR shall submit to OWNER the identity of the proposed Subcontractor or Supplier (unless OWNER has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to OWNER unless OWNER raises a substantive, reasonable objection within ten days of contract award.
- H. OWNER may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by CONTRACTOR to perform any part of the Work. OWNER also may require CONTRACTOR to retain specific replacements; provided, however, that OWNER may not require a replacement to which CONTRACTOR has a reasonable objection. If CONTRACTOR has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by OWNER, and OWNER has accepted it (either in writing or by failing to make written objection thereto), then OWNER may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. CONTRACTOR shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- I. If OWNER requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by CONTRACTOR to perform any part of the Work, then CONTRACTOR shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and CONTRACTOR shall initiate a Change Proposal for such adjustment within 30 days of OWNER'S requirement of replacement.
- J. No acceptance by OWNER of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of OWNER to the completion of the Work in accordance with the Contract Documents.
- K. On a monthly basis CONTRACTOR shall submit to ENGINEER a complete list of all Subcontractors and Suppliers having a direct contract with CONTRACTOR, and of all other Subcontractors and Suppliers known to CONTRACTOR at the time of submittal.
- L. CONTRACTOR shall be fully responsible to OWNER and ENGINEER for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions.
- M. CONTRACTOR shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- N. CONTRACTOR shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with ENGINEER or

OWNER, except through CONTRACTOR or in case of an emergency, or as otherwise expressly allowed herein.

- O. All Work performed for CONTRACTOR by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ENGINEER.
- P. OWNER may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CONTRACTOR on account of Work performed for CONTRACTOR by the particular Subcontractor or Supplier.
- Q. Nothing in the Contract Documents:
  - 1. Shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between OWNER or ENGINEER and any such Subcontractor, Supplier, or other individual or entity; nor
  - 2. Shall create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

#### 1.06 CONTRACTOR'S EMPLOYEES AND SUPERVISION

- A. CONTRACTOR shall personally direct, coordinate and supervise all work performed by CONTRACTOR'S employees and all subcontractors. CONTRACTOR shall provide a capable Job Superintendent satisfactory to ENGINEER. **Job Superintendent shall be on project site at all times when work by CONTRACTOR and / or subcontractor is being performed unless agreed to otherwise in writing by ENGINEER. Job Superintendent shall be authorized to receive instructions from ENGINEER. Job Superintendent shall direct, coordinate, supervise and be responsible for all facets of work on going at any time.** A crew foreman will not be a satisfactory substitute for superintendent.
- B. In addition to the superintendent who will be on the project site at all times, the CONTRACTOR may also assign a Project Manager who will be responsible for administrative aspects of the project. If a Project Manager is assigned to the project, then the CONTRACTOR agrees to receive instructions from ENGINEER via Project Manager or Job Superintendent.
- C. Incompetent or incorrigible employees, foreman, or supervisor shall be dismissed by the CONTRACTOR or its representative when requested by ENGINEER. Such dismissed persons shall not be permitted to return to work on this project without written consent of ENGINEER.
- D. CONTRACTOR shall give preference to local labor in execution of this contract, insofar as is practicable.

#### 1.07 PERMITS AND REGULATIONS

- A. In execution of work specified herein, CONTRACTOR shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. CONTRACTOR shall obtain such permits and licenses as may be required for construction of work.
- B. OWNER has obtained necessary Iowa Department of Natural Resources Construction Permits for water and sanitary sewer construction as may be applicable.

#### 1.08 PATENTS

- A. All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. CONTRACTOR shall protect and hold harmless OWNER against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by CONTRACTOR.

#### 1.09 DEFECTIVE WORK / CONTRACTOR FAILURE TO COMPLY WITH CONTRACT DOCUMENTS

- A. Any defective work shall be removed and replaced at the CONTRACTOR'S expense.
- B. Should the CONTRACTOR fail or refuse to remove defective work when so ordered by the ENGINEER, the ENGINEER has to authority to order the CONTRACTOR to suspend further operations and may withhold payment on estimates until such defective work has been removed and replaced in accordance with the contract documents. Continued failure or refusal on the part of the CONTRACTOR to correct defective work promptly will be sufficient cause for the OWNER to declare the contract in default in accordance with Article 1.20 and to terminate said contract for cause in accordance with Article 1.28.
- C. Should the CONTRACTOR fail or refuse to comply with the contract documents when so ordered by the ENGINEER, the ENGINEER has to authority to order the CONTRACTOR to suspend further operations and may withhold payment on estimates until CONTRACTOR fully complies with the contract documents. Continued failure or refusal on the part of the CONTRACTOR to comply with the contract documents promptly will be sufficient cause for the OWNER to declare the contract in default in accordance with Article 1.20 and to terminate said contract for cause in accordance with Article 1.28.

#### 1.10 GUARANTEE

- A. CONTRACTOR shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by OWNER unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." CONTRACTOR shall repair or replace any defective workmanship and materials in a manner acceptable to OWNER,

without expense to OWNER, within ten (10) days after written notification by OWNER of such defect. If said repairs or replacements are not made within ten (10) days, OWNER may make said repairs or replacements and charge the cost to CONTRACTOR.

- B. CONTRACTOR shall provide OWNER with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect OWNER from faulty workmanship and materials as outlined in preceding paragraph.

#### 1.11 SHOP DRAWINGS

- A. CONTRACTOR shall provide ENGINEER with drawings, data and information regarding materials or equipment specified, or as may be called for by ENGINEER, for its review, within a reasonable time after award of contract. After review, ENGINEER shall return to CONTRACTOR a minimum of one copy within a reasonable time after receipt.
- B. Fabrication and shipment of materials or equipment prior to ENGINEER'S review of drawings, data and information mentioned above shall be at CONTRACTOR'S risk.

#### 1.12 THE ENGINEER

- A. ENGINEER shall make general observation of work as agent of OWNER. ENGINEER'S general observation shall not be construed that it shall direct or control operations of CONTRACTOR.
- B. **ENGINEER shall not be responsible for construction contract or construction means, methods, techniques, sequences or procedures or for any programs or precautions relating to the CONTRACTOR'S safety or the CONTRACTOR'S failure to perform work in accordance with the contract documents.**
- C. There shall be no liability upon public officials, ENGINEER or his authorized assistants, either personally or as an official of the OWNER, it being understood that in such matters the ENGINEER acts as an agent and representative of the OWNER in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.

#### 1.13 PLANS AND SPECIFICATIONS

- A. ENGINEER shall provide CONTRACTOR with three (3) sets of plans and specifications after execution of contract. If additional plans and specifications are required, CONTRACTOR shall compensate ENGINEER for costs of printing.
- B. ENGINEER shall provide CONTRACTOR with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.



- C. ENGINEER will provide CONTRACTOR with such revised plans and specifications as may be required to show any authorized changes or extra work.
- D. CONTRACTOR shall ensure all Sub-Contractors and Suppliers working on the project have complete sets of up-to-date plans and specifications.

#### 1.14 INTERPRETATION OF PLANS AND SPECIFICATIONS

- A. Plans and specifications shall be interpreted by ENGINEER. ENGINEER'S interpretation shall be final and binding on all parties concerned.
- B. CONTRACTOR will not be allowed to take advantage of errors or omissions in plans and specifications. ENGINEER will provide full instructions when errors or omissions are discovered. ENGINEER will provide instructions within a reasonable time after discovery of errors or omissions. CONTRACTOR shall not be entitled to additional compensation due to delays or down time while ENGINEER provides full instructions.

#### 1.15 DECISIONS BY ENGINEER

- A. ENGINEER shall make decisions, in writing, on claims between CONTRACTOR and OWNER within a reasonable time after presentation. CONTRACTOR shall not be entitled to additional compensation due to delays or down time while ENGINEER renders said decision. Such decisions shall be regarded as final except for appropriate legal recourse.

#### B. Mediation

1. Either OWNER or CONTRACTOR may request mediation of any Claim submitted to ENGINEER for a decision before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of the ENGINEER'S decision.
2. OWNER and CONTRACTOR shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
3. If the Claim is not resolved by mediation, ENGINEER'S action shall become final and binding 30 days after termination of the mediation unless, within that time period, OWNER or CONTRACTOR:
  - a. Elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or
  - b. Agrees with the other party to submit the Claim to another dispute resolution process, or



- c. Gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

#### 1.16 WORKMANSHIP AND MATERIALS

- A. All work done, and all materials and equipment furnished by CONTRACTOR shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- B. In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- C. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of ENGINEER.
- D. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- E. Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, CONTRACTOR shall provide acceptable equal items which are currently available at no change in contract price.
- F. When proposing "or equal" items or substitutions, CONTRACTOR shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy ENGINEER that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of CONTRACTOR.
- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, CONTRACTOR shall provide specified equipment without substitution, unless prior approval of ENGINEER is obtained for any substitution.
- H. CONTRACTOR shall abide by ENGINEER'S decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event CONTRACTOR shall furnish items of equipment or materials specified.
- I. ENGINEER reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

### 1.17 ON-SITE REVIEW AND OBSERVATION

- A. All materials used, and all work done by CONTRACTOR shall be subject at all times to review, observation, tests and approval by ENGINEER. CONTRACTOR shall furnish samples of materials for observation and tests as requested by ENGINEER. CONTRACTOR shall furnish any information required concerning nature or source of any proposed materials or equipment.
- B. Construction, fabrication and manufacture of equipment or materials specified herein may be observed by ENGINEER at plant or factory.
- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by ENGINEER by written notice to CONTRACTOR. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by ENGINEER at any time prior to final acceptance by OWNER even though said defective items may have been previously overlooked.
- E. On-Site Review and Observation by the ENGINEER, his Resident Reviewer and / or Engineer Technician shall NOT relieve the CONTRACTOR of his responsibility to perform all work in accordance with the Contract Documents.

### 1.18 RESIDENT REVIEWER AND / OR ENGINEER TECHNICIANS

- A. Resident Reviewer and / or Engineer Technicians may be appointed by ENGINEER if so authorized OWNER to help facilitate the work is being performed in accordance with plans and specifications.
- B. Resident Reviewer and / or Engineer Technicians shall have authority to notify CONTRACTOR in writing of work which is not being properly performed. CONTRACTOR shall be liable for any work determined by ENGINEER as not being properly performed.
- C. Resident Reviewer and / or Engineer Technicians shall have neither authority to permit deviation from plans and specifications nor authority to authorize additional work or changes in work which will result in additional compensation due to the CONTRACTOR, and CONTRACTOR shall be liable for any deviations made without written order from ENGINEER.
- D. Resident Reviewer and / or Engineer Technicians shall not undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR'S superintendent.

- E. Resident Reviewer and / or Engineer Technicians shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the CONTRACTOR'S work.
- F. Resident Reviewer and / or Engineer Technicians shall not advise on, issue direction regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of the CONTRACTOR.
- G. Resident Reviewer and / or Engineer Technicians shall not participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically directed by the CONSULTANT'S Project Engineer.
- H. Resident Reviewer and / or Engineer Technicians shall not Accept Shop Drawing or Sample Submittals from anyone other than CONTRACTOR.
- I. Resident Reviewer and / or Engineer Technicians shall not have the authority to authorize OWNER to occupy the project in whole or in part.

#### 1.19 TESTS

- A. Tests shall be performed upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of CONTRACTOR.
- B. Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by ENGINEER.
- C. Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers; American Society for Testing Materials, and other recognized standards.
- D. CONTRACTOR shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for OWNER'S and ENGINEER'S acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be provided to OWNER and ENGINEER upon request or as otherwise specified.
- E. If any Work performed by CONTRACTOR or subcontractors that is to be inspected, tested, or approved is covered by CONTRACTOR or subcontractors without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation.

Uncovering Work shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

1. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced at CONTRACTOR'S expense.
2. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, materials, and equipment.
3. If it is found that the uncovered Work is defective, CONTRACTOR shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others).
4. If, the uncovered Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

#### 1.20 PROSECUTION OF WORK

##### A. General.

1. The contract documents may designate the contract period by either a Specified Start Date, Approximate Start Date, or Late Start Date. The contract documents may also indicate the contract period by a Completion Date. The number of working days will be designated for contract periods designated with one of the three types of start dates. Working days will not apply for a Completion Date contract period.
2. The receipt of a Notice to Proceed or fully executed contract by the CONTRACTOR shall serve as notice that the bonds, insurance, and other contract documents are acceptable and that the contract is in force, and that the CONTRACTOR may complete arrangements for materials and the other work in accordance with the contract documents.
3. Should a delay become apparent before or after the work is started, the ENGINEER will immediately notify the CONTRACTOR in writing that the work on the contract will be delayed, and if possible, the approximate duration of the delay.

##### B. Completion Date Contracts.

1. The CONTRACTOR shall complete the contract on or before the completion date. Unless noted otherwise in the contract documents, the CONTRACTOR may commence work any time after receipt of the Notice to Proceed or signed contract

specifications permitting. Working days shall not apply. Liquidated damages will be assessed in accordance with Article 1.22 for each calendar day beyond the completion date at the contract remains uncompleted.

C. Working Day Contracts.

1. The three types of start dates for Working Day Contracts shall be defined in accordance with IDOT 1108.02, Paragraph F.
2. Charging of working days shall be in accordance with IDOT 1108.02, Paragraph E.
3. Whenever the CONTRACTOR is subject to being charged with working days, the ENGINEER will furnish the CONTRACTOR a weekly statement indicating the working days to be charged to the CONTRACTOR for that period. Should the CONTRACTOR believe the statement to be inaccurate, the CONTRACTOR submits to the ENGINEER, in writing, an objection and reasons within 10 calendar days after receipt of the statement.

D. Notice to Proceed.

1. Completion Date Contracts
  - a. It is anticipated that a Notice to Proceed will be issued by the ENGINEER by the date indicated in the Notice to Bidders and/or Bid Form.
  - b. Unless delayed by a Temporary Suspension of Work, a Notice to Proceed will be issued no later than:
    - i. 5 days following approval of contract and bond by OWNER.
    - ii. 40 days following the date of bid letting.
2. Working Day Contracts
  - a. A Notice to Proceed will be issued when, in the opinion of the ENGINEER, considering the Approximate Start Date, site availability, and working days allowed, the failure of the CONTRACTOR to commence work places the timely completion of the project in jeopardy. The Starting Date in the Notice to Proceed will not be less than 5 calendar days after the date of issuance of the Notice to Proceed.
  - b. Working days will be charged beginning with the Starting Date established by the Notice to Proceed or when the contractor starts work if prior to that date.

E. Preconstruction Conference.

1. The ENGINEER may schedule and conduct a Preconstruction Conference in accordance with Section 01039 – Coordination and Meetings, Article 1.07. The CONTRACTOR and the intended subcontractors, if known, shall participate in this conference. The ENGINEER will invite representatives of the OWNER, railroads if applicable, utility companies, and other having responsibilities or interest in the work.

## F. Schedule of Staging.

1. On any project, or part of a project, on an existing road where the work may prohibit or restrict public or private access that has been previously available, the CONTRACTOR may be required to submit a Schedule of Staging for the ENGINEER's approval before work is started. Preliminary Work may be required in stage construction, even though the work involved in these operations is similar, in order to minimize the inconvenience to the public and those for whom access has been previously available area. This requirement will apply equally to work that is subcontracted.

## G. Work Progress.

1. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed or specified, or if the work is not being executed in a satisfactory manner, the ENGINEER may order the CONTRACTOR to take steps as necessary to complete the contract within the period of time specified or to perk up prosecute the work in a satisfactory manner. If the CONTRACTOR fails to comply with such order within 14 calendar days after receipt of the order, the OWNER will have the right to declare the contract in default and to complete the work in accordance with Paragraph L herein. The failure of the OWNER or ENGINEER to issue such order shall not alter the CONTRACTOR's responsibility under the contract.

## H. Temporary Suspension of Work.

1. Work shall be suspended wholly or in part when, in the opinion of the ENGINEER, weather or other conditions are unfavorable to satisfactory prosecution of the work. Work shall also be suspended at the direction of the ENGINEER pending settlement of disputes arising out of failure of the CONTRACTOR to comply with provisions of the contract.
2. The start of work may be delayed, or work may be suspended upon request of the CONTRACTOR and with approval of the ENGINEER. The ENGINEER shall require that requests be in writing and also shall require the CONTRACTOR to include with the request a schedule for satisfactory completion of the work. Prior to Temporary Suspension of Work, all obstructions or hazards that prevents safe travel by the public traffic shall be removed from the project.
3. The ENGINEER will notify the CONTRACTOR in writing of directed or approved Temporary Suspension of Work. Working days will not be charged during periods of suspension of work directed or approved by the engineer except when the suspension is the result of a violation of terms of the contract.

## I. Extension of Contract Period.

1. An extension of the contract period will be granted by the OWNER for additional work requiring additional construction time providing the additional work affects the controlling item(s) of work.

- J. Failure to Complete Work Within Contract Period.
1. If the CONTRACTOR fails to complete the work within the contract period, or any extensions thereof, upon written notice to the CONTRACTOR and CONTRACTOR's Surety, said contract shall be in default. The OWNER may, at its option, permit the CONTRACTOR or the CONTRACTOR's Surety to complete the work included in the contract, or may proceed to complete the work in accordance with Paragraph L herein. In either event, the CONTRACTOR or the CONTRACTOR's Surety shall be responsible for all costs incident to the completion of the work, and also for the liquidated damages stipulated in the contract documents.
  2. The OWNER may waive such portion of liquidated damages as may accrue after all of the following conditions are met:
    - a. Traffic must have complete use of the roadways, shoulders, and sidewalks with no delays or one-way traffic and no obstructions except for signs warning of construction work ahead.
    - b. The remaining work to be completed is confined to outside of the roadway edge, sidewalks, or other traveled ways.
    - c. Only minor work is left for completion such as cleanup or erosion control work if it is a small item and the erosion control work is completed during the first available seating.
    - d. The remaining work is completed without excessive delay on the part of the CONTRACTOR.
- K. Contracts in Default
1. The owner may declare a contract in default for any one of the following reasons:
    - a. Failure to complete the work within the contract. Or any extensions thereof.
    - b. Failure or refusal to comply with an order of the ENGINEER within a reasonable time.
    - c. Failure or refusal to remove rejected materials.
    - d. Failure or refusal to correct any defective or unacceptable work.
    - e. Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
    - f. Failure to carry on the work in an acceptable manner.
- L. Completion of Contracts in Default.
1. If for any reason a contract is declared in default, the OWNER shall have the right, without process or action at law, to take over all or any portion of the contract and completed, at its option, either by day labor or by reletting the work. Written notice will be given to the CONTRACTOR by either the OWNER or ENGINEER that the CONTRACTOR's contract has been declared in default, and upon receiving this notice, the CONTRACTOR shall relinquish possession of the project site or parts of the project specified in the notice.



2. The owner may, at its option and have a rental which it considers reasonable, retain home material, equipment, and tools on the project site until the work has been completed.
3. Neither the OWNER nor any member or employee thereof shall be in any way liable or accountable to the CONTRACTOR or the CONTRACTOR's surety for the method by which the completion of the contract, or any portion thereof, may be accomplished, or for the price paid therefore. Should the cost of completing work be in excess of the original contract price, the CONTRACTOR and the CONTRACTOR's surety will be held responsible for such excess cost. Should the cost of such completion, including all proper charges, be less than the original contract price, the amount so saved shall be paid to the CONTRACTOR. Neither by taking over the portions of the contract nor by declaring the contract in default will the OWNER forfeit the right to recover damages from the CONTRACTOR or the CONTRACTOR's surety for failure to complete the entire contract.

#### 1.21 DELAYS

- A. Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of CONTRACTOR (of which OWNER shall be sole judge) shall entitle CONTRACTOR to a reasonable extension of time within which to complete work. CONTRACTOR shall not be entitled to additional compensation due to delays or down time unless expressly agreed to in writing between CONTRACTOR and OWNER.
- B. Application for extension of time shall be made to OWNER by CONTRACTOR and shall state reasons for request for extension of time.
- C. No extension of time shall be valid unless made in writing by OWNER.
- D. Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the extent said delay is a result from abnormal weather conditions in excess of normal weather conditions.

#### 1.22 LIQUIDATED DAMAGES

- A. CONTRACTOR and OWNER recognize that time is of the essence and that OWNER will suffer financial loss if the Work is not completed within the times specified in the Notice of Letting and/or Agreement Between Owner and Contractor, plus any extensions thereof allowed in accordance with Article 1.21 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for not completing the work on time the CONTRACTOR shall be assessed, not as a penalty, but as a predetermined and agreed liquidated damages, the specified amount for each calendar



day that expires after the time specified for Completion until the Work is substantially complete.

#### 1.23 CHANGES

- A. ENGINEER shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of OWNER and without notice to sureties on CONTRACTOR'S bond.
- B. No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- C. Amount due CONTRACTOR shall be adjusted for changes in following manner:
  - 1. Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
  - 2. Where no such unit prices have been bid, ENGINEER and CONTRACTOR shall negotiate a) new unit prices which will include all administrative costs for overhead and profit or b) a reasonable lump sum adjustment in CONTRACTOR'S compensation. Limitations on compensation as specified in Article "1.24 -EXTRA WORK" shall apply to changes where compensation is negotiated on a lump sum basis.
  - 3. No changes shall be authorized unless they are shown on revised plans or in written instructions of ENGINEER.
  - 4. Authorized changes which require additional time to complete shall entitle CONTRACTOR to proportionate extension of time to completion which shall be determined by ENGINEER.

#### 1.24 EXTRA WORK

- A. Required extra work not specified under this contract shall be done at an agreed price satisfactory to CONTRACTOR and OWNER, or on basis of actual cost of work plus not more than ten percent (10%) for CONTRACTOR'S overhead and profit. Overhead shall be construed to include all costs associated with furnishing Bonds as specified for this project. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of OWNER, there may be included in CONTRACTOR'S actual cost, five percent (5%) for subcontractor's profit.
- B. The term "extra work" as used herein shall not be construed to apply to changes described in "1.23 CHANGES".
- C. No compensation shall be allowed CONTRACTOR for extra work unless such work has been authorized in writing by ENGINEER and approved by OWNER.

- D. CONTRACTOR shall submit a statement of costs to ENGINEER for approval when extra work is performed on an actual cost-plus basis. After such a statement is approved, ENGINEER shall certify its correctness to OWNER.

#### 1.25 OWNERSHIP OF MATERIALS

- A. All materials and work covered by partial payments shall become sole property of OWNER, but this provision shall not be construed as relieving CONTRACTOR from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of OWNER to require fulfillment of all terms of contract.

#### 1.26 OTHER CONTRACTS

- A. OWNER reserves right to let other contracts in connection with this work. CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.
- B. When proper execution of CONTRACTOR'S work depends upon work of another CONTRACTOR, it shall inspect other work and report any defects to ENGINEER. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of other CONTRACTOR'S work except for defects which may develop in work after completion.
- C. To ensure proper execution of its subsequent work, CONTRACTOR shall measure work already in place and shall at once report to the ENGINEER any discrepancy between the executed work and drawings.

#### 1.27 OWNER'S RIGHT TO DO WORK

- A. If CONTRACTOR neglects to prosecute work properly or fails to perform any provision of this contract, OWNER, after three (3) days' written notice to CONTRACTOR, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the CONTRACTOR, provided, however, that ENGINEER shall approve both such action and amount charged to CONTRACTOR.

#### 1.28 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CAUSE

- A. In the event any provisions in the contract are violated by the CONTRACTOR or any of its subcontractors, the OWNER may serve written notice upon the CONTRACTOR and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the

CONTRACTOR such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.

1. In the event of such termination, the OWNER shall immediately serve notice thereof upon the surety and CONTRACTOR and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the OWNER may take over the work and prosecute the same to completion by contract for the account and at the expenses of the CONTRACTOR and the CONTRACTOR and its surety shall be liable to the OWNER for any excess cost occasioned the OWNER thereby; in such event, the OWNER may take possession of and utilize such materials, appliances and plant as may be on the site of the project and necessary in completing the work.
- B. OWNER, upon certification of ENGINEER that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving CONTRACTOR seven (7) days' notice may terminate employment of CONTRACTOR for any of following reasons:
  1. CONTRACTOR makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
  2. Receiver is appointed on account of CONTRACTOR'S insolvency.
  3. CONTRACTOR persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
  4. CONTRACTOR fails to make prompt payment to subcontractors for material or labor.
  5. CONTRACTOR persistently disregards laws and ordinances or instructions of ENGINEER.
  6. CONTRACTOR violates a provision of contract.
- C. If OWNER terminates employment of CONTRACTOR for cause, OWNER shall take possession of premises and all materials, tools and appliances thereon. OWNER shall finish work by whatever method it may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until work is finished.
- D. If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to CONTRACTOR. If expense exceeds unpaid balance, CONTRACTOR shall pay difference to OWNER. Expense incurred by OWNER as herein provided, and damage incurred through CONTRACTOR'S default, shall be certified by ENGINEER.

#### 1.29 OWNER'S RIGHT TO TERMINATE CONTRACT FOR CONVENIENCE

- A. The OWNER may terminate this contract at any time by giving at least ten days notice in writing to the CONTRACTOR. If the contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

### 1.30 CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- A. If ENGINEER fails to issue any certificate for payment within fifteen (15) days after it is due, or if OWNER fails to pay to CONTRACTOR within thirty (30) days of its maturity and presentation, any sum certified by ENGINEER, then CONTRACTOR may, upon seven (7) days simultaneous written notice to OWNER and ENGINEER, stop work or terminate this contract. If CONTRACTOR elects to stop work by written notice, work shall be resumed promptly upon payment by OWNER. If CONTRACTOR elects to terminate this contract by written notice it shall recover from OWNER payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

### 1.31 PAYMENTS WITHHELD

- A. ENGINEER may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect OWNER from loss on account of:
1. Defective work not remedied.
  2. Claims filed or reasonable evidence indicating probable filing of claims.
  3. Failure of CONTRACTOR to make payments properly to subcontractors or for materials or labor.
  4. A reasonable doubt that contract can be completed for balance then unpaid.
  5. Damage to another contractor.
  6. Claims of OWNER for liquidated damages.
  7. Failure of CONTRACTOR to conform to scheduling constraints in contract documents.
- B. Payments shall be made for amounts withheld when above grounds are removed.

### 1.32 ACCEPTANCE AND FINAL PAYMENT

- A. When work has been satisfactorily completed, ENGINEER will certify CONTRACTOR'S final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due CONTRACTOR according to the terms of payment shall be paid by OWNER as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, CONTRACTOR shall file with OWNER a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from CONTRACTOR and all subcontractors of sales and use tax paid. In lieu thereof, OWNER, at its option, may accept from CONTRACTOR a statement showing balance due on all accounts.
- B. Making and acceptance of final payment shall constitute a waiver of all claims by OWNER, except those arising from unsettled liens, from faulty work or materials appearing after final

payment or from requirements of the specifications, and of all claims by CONTRACTOR, except those previously made and still unsettled.

#### 1.33 SUSPENSION OF WORK

- A. OWNER may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to CONTRACTOR. The work shall be resumed by CONTRACTOR within ten (10) days after date fixed in written notice from OWNER to CONTRACTOR to do so.
- B. If work, or any part thereof, shall be suspended and if OWNER does not give written notice to CONTRACTOR to resume work within one (1) year of date of suspension, CONTRACTOR may abandon suspended portion of work. CONTRACTOR will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

#### 1.34 CLEANING UP

- A. CONTRACTOR shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work, it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the OWNER may remove rubbish and charge costs to CONTRACTOR as ENGINEER shall determine to be just.

#### 1.35 HAZARDOUS MATERIALS

- A. The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The CONTRACTOR, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the CONTRACTOR to notify the OWNER so that an appropriate substitution can be made in a timely manner so as not to delay the Project.
- B. The CONTRACTOR shall provide the OWNER a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the CONTRACTOR shall be financially responsible for all costs resulting from removal in accordance with an OWNER approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the CONTRACTOR shall not terminate with the end of the surety maintenance bond period but shall continue through the life of the facility.

**1.36 IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW****A. OWNER'S Responsibility:**

1. OWNER shall provide to the CONTRACTOR a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

**B. CONTRACTOR'S Responsibility:**

1. CONTRACTOR shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.
2. CONTRACTOR shall provide to the OWNER a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. CONTRACTOR'S Material Safety Data Sheets (MSDS) shall be available to OWNER upon request.

**1.37 CONTAMINATED SOILS**

- A. Whenever contaminated soils are encountered during the progress of the work the CONTRACTOR shall immediately notify the ENGINEER and OWNER. If the contaminated soils are deemed to be an environmental concern the ENGINEER shall be provided a reasonable time period to arrange for testing and to plan for the removal and disposal of said materials. The CONTRACTOR shall **NOT** be entitled to additional compensation due to delays or down time while the ENGINEER resolves the contaminated soil issue. The ENGINEER shall be given a minimum of 48 hours to make arrangements for testing and disposal of the contaminated soils.

**PART 2 - PRODUCTS**

Not Applicable.

**PART 3 - EXECUTION**

Not Applicable.

**END OF SECTION**

**SECTION 00800****SPECIAL CONDITIONS****PART 1 – GENERAL****1.01 SECTION INCLUDES**

- |                                     |   |
|-------------------------------------|---|
| A. Intent (1.02)                    | H. Storage of Materials and Equipment (1.09)        |
| B. Location (1.03)                  | I. Additional Contractor's Responsibility (1.10)    |
| C. Construction Limits (1.04)       | J. Employment Practices (1.11)                      |
| D. Right-of-Way (1.05)              | K. Historical/Archaeological Finds (1.12)           |
| E. Order of Construction (1.06)     | L. Inspection by State and Federal Personnel (1.13) |
| F. Interruptions to Services (1.07) | M. Audit (1.14)                                     |
| G. Service Facilities (1.08)        |   |

**1.02 INTENT**

- A. To supplement the provisions of the General Conditions by outlining special conditions applicable to this project.

**1.03 LOCATION AND DESCRIPTION**

- A. Project is located at the existing high school track situated just south of the existing high school facility located at 1 Comet Drive, Charles City, Iowa.
- B. Project includes all labor, materials and equipment necessary to construct the existing high school track under two contracts. Project to include excavation, earthwork and grading as needed, removal of approximately \_\_\_\_\_ SY of existing synthetic rubber surfacing, approximately \_\_\_\_\_ LF of crack repairs, approximately \_\_\_\_\_ SY of new 4" thick Hot Mix Asphalt Pavement, and miscellaneous associated work, including cleanup.

**1.04 CONSTRUCTION LIMITS**

- A. Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations to construction limits shown or noted on plans.
- B. Construction limits are Charles City Community School District owned properties with limits extending approximately 15' beyond the outside edge of the existing track and

extending 0' inside the existing PCC curb and gutter which defines the interior edge of the existing track.

#### 1.05 RIGHT-OF-WAY

- A. Not applicable this project.

#### 1.06 ORDER OF CONSTRUCTION

- A. Provide ENGINEER with proposed schedule of construction showing dates of starting and completing various portions of work.
- B. Coordinate work with OWNER and ENGINEER to assure orderly and expeditious progress of work.
- C. CONTRACTOR shall establish schedule of working hours for construction, subject to approval of OWNER and ENGINEER.
- D. Schedule construction to minimize service interruptions to school operations so as to minimize impact to existing roadway and parking facilities at the existing middle school and high school.
- E. See Section 01010 – Summary of Work for additional Work Planning and Scheduling Constraints.
- F. Provide OWNER 48 hours notice of any interruption of operations or access; coordinate with community school district superintendent.

#### 1.07 INTERRUPTIONS TO SERVICE

- A. Existing utilities shall remain in substantially continuous operation during construction, including water, sewer, power, and gas lines.
- B. Do work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to minimum.
- C. See Section 01019 – Contract Considerations for Protection of Utilities and Continuity of Existing Utilities.

#### 1.08 SERVICE FACILITIES

- A. Provide services, including electricity, phone, water, sanitary, and compressed air, to meet own requirements.



- B. See Section 01500 – Construction Facilities and Temporary Controls.

#### 1.09 STORAGE OF MATERIALS AND EQUIPMENT

- A. Limited storage space for materials and equipment will be available at project sites.
- B. Storage areas subject to approval of OWNER and ENGINEER.
- C. Store materials and equipment in manner, which will preserve their quality and fitness.

#### 1.10 ADDITIONAL CONTRACTOR'S RESPONSIBILITY

- A. CONTRACTOR shall notify ENGINEER immediately upon determining that utility lines, mains, cables or other obstructions will prevent the work from progressing in accordance with the plans and specifications.
- B. The CONTRACTOR shall notify the ENGINEER and OWNER immediately upon encountering contaminated soils.

#### 1.11 EMPLOYMENT PRACTICES

- A. CONTRACTORS, or subcontractors shall not employ any person whose physical or mental condition is such that said employment will endanger the health and safety of himself or others employed on the project.

#### 1.12 HISTORICAL / ARCHAEOLOGICAL FINDS

- A. If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify OWNER who shall notify Iowa Department of Natural Resources and Director and Historic Prevention Officer, State Historical Department, 600 East Grand Avenue, Des Moines, Iowa 50319. Nor further disturbance of deposits shall ensue until notification by OWNER that work may proceed. OWNER will issue notice to proceed only after state official has surveyed the finding and made determination to the Department of Natural Resources and OWNER. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

#### 1.13 INSPECTION BY LOCAL STATE AND FEDERAL PERSONNEL

- A. Provide full access and cooperation for inspection of work by representatives of the St. Ansgar Community School district, city officials, state agencies and federal agencies.

1.14 AUDIT

- A. Regional Administrator, the Comptroller General of the United States, or any authorized representative shall have access to any books, documents, papers and records of CONTRACTOR which pertain to the project for purpose of making audit, examination, excerpts and transcriptions thereof.

**PART 2 – PRODUCTS**

Not Applicable.

**PART 3 – EXECUTION**

Not Applicable.

**END OF SECTION**

**SECTION 00850****PLAN LIST**

Work shall conform with the latest revision of the following drawings bound separately which constitute the "plans" and are an integral part of the Contract Documents.

<b><u>DRAWING NUMBER</u></b>	<b><u>TITLE</u></b>	<b><u>REVISION NUMBER</u></b>
A.01	TITLE DRAWING	
A.02	LEGEND	
B.01	ACCESS ROUTE	
C.01	EXISTING DRAINAGE PLAN	
C.02	TRACK IMPROVEMENTS	
D.01	TYPICAL CROSS SECTIONS	

**END OF SECTION**



**SECTION 01010****SUMMARY OF WORK****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Work by OWNER.
- B. Work by CONTRACTOR.
- C. Work by Other Contractors.
- D. OWNER furnished products.
- E. CONTRACTOR use of site.
- F. Future work.
- G. Work Planning and Scheduling Constraints.
- H. OWNER Occupancy.

**1.02 RELATED SECTIONS**

- A. Section 0050 – Agreement Between Owner and Contractor
- B. Section 01019 – Contract Considerations
- C. Section 01025 – Measurement and Payment
- D. Section 01300 – Submittals

**1.03 WORK BY OWNER**

- A. The OWNER may perform additional work or contract with others to perform additional work as may be required. Work by OWNER may include:
  - 1. Repairs or Maintenance of Existing Infrastructure.
  - 2. Lawn Mowing and Turf Restoration of Existing Football Field.
  - 3. Maintenance of Existing Bleachers.
  - 4. Modifications to Existing Bleachers.

- 5. Removal of Fence Adjacent to Track Area. OWNER advised they definitely will be removing existing 3 foot high fence adjacent to running track.
- B. Items noted 'NIC' (Not in Contract), will be furnished and installed by OWNER.
- C. OWNER will remove and retain possession of the following items prior to start of work:
  - 1. None.
- D. Items Furnished by OWNER For Final Connection by CONTRACTOR:
  - 1. None.

#### 1.04 WORK BY CONTRACTOR

- A. Work to be performed include, but not to be limited to, the following:
  - 1. Removal of existing Synthetic Rubber Surfacing.
  - 2. Excavation, grading, and other earth related activities.
  - 3. Construction of Hot Mix Asphalt Pavement.
  - 4. Construction Portland Cement Concrete Pavements, if required.
  - 5. Construction of Synthetic Rubber Surfacing.
  - 10. Finish Grading & Seeding.

#### 1.05 WORK BY OTHER CONTRACTORS

- A. OWNER reserves right to let other contracts in connection with this work. CONTRACTORS shall afford other CONTRACTORS reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
- B. When proper execution of CONTRACTOR'S work depends upon work of another CONTRACTOR, it shall inspect other work and report any defects to ENGINEER. CONTRACTOR'S failure to inspect and report shall constitute an acceptance of other CONTRACTOR's work except for defects which may develop in work after completion.

#### 1.06 OWNER FURNISHED PRODUCTS

- A. Products furnished to the site and paid for by OWNER:
  - 1. None.
- B. OWNER'S Responsibilities:
  - 1. Arrange for and deliver OWNER reviewed shop drawings, product data, and samples, to CONTRACTOR.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with CONTRACTOR.

4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  5. Arrange for manufacturers' warranties, inspections and service.
- C. CONTRACTOR'S Responsibilities:
1. Review OWNER reviewed shop drawings, product data, and samples.
  2. Receive and unload products at site; inspect for completeness or damage, jointly with OWNER.
  3. Handle, store, install and finish products.
  4. Repair or replace items damaged after receipt.

#### 1.07 CONTRACTORS USE OF SITE

- A. Limit use of site to allow:
1. OWNER occupancy as needed.
  2. Work by Others and Work by OWNER.

#### 1.08 FUTURE WORK

- A. No future work has been definitely identified at this time.

#### 1.09 WORK PLANNING AND SCHEDULING CONSTRAINTS

- A. Procedures outlined below are not intended to fully cover all special procedures or emergencies which may arise during construction but are offered as an aid to CONTRACTOR in planning work; CONTRACTOR will cooperate with OWNER and ENGINEER to minimize inconvenience, construction delays and interruptions to street traffic.
- B. Determine location of underground utilities and piping before starting excavation work; locations of underground appurtenances are approximate and not guaranteed by OWNER or ENGINEER.
- C. Remove and replace all signs and other appurtenances which interfere with construction operations; replace damaged signs at no cost to OWNER; signs not shown on drawings.
- D. Limit construction operations to property, rights-of-way and easements provided by OWNER; provide barricades, lights, signs and detours as necessary to reroute traffic around construction areas.
- E. Arrange with operating utilities for relocation or temporary removal of utilities in conflict with construction and for services needed during construction at no cost to OWNER.
- F. Notify school district personnel minimum 2 days in advance of when construction activities will disrupt or block access to property.

- G. Cooperate with OWNER to minimize conflict, and to facilitate OWNER'S operations and / or operations of other contractors.
- H. Basic Planning and Scheduling Constraints on a project basis are:
  - 1. Work and storage of materials, equipment, and debris shall be limited to OWNER-owned properties. Operations and storage shall be kept within OWNER-owned properties.
  - 2. Contract 1 Planning and Scheduling Constraints:
    - a. Construction start date has been scheduled to occur following the school districts last home track meet scheduled.
- I. Contract Completion Dates:
  - 1. Work under Contract 1 and Contract 2 shall be completed by the contract dates stipulated in the Notice to Bidders and as set forth in the repsective agreements for each contract. (i.e. Section 00511 and Section 00512).
  - 2. CONTRACTORS will be expected to provide adequate personnel and equipment to perform work within specified time of construction.
  - 3. Extensions of contract period will be given consideration upon written request of CONTRACTOR; request must include valid supporting data and bonafide reasons for requesting extension; OWNER expects work to be complete and ready for final acceptance within completion time specified.
  - 4. OWNER expects construction of improvements during suitable weather within contract time period; contract time period includes calendar days for inclement weather; contract time period will not be extended for claims of wet weather or freezing weather.
  - 5. Liquidated Damages shall be as specified in Notice to Bidders and in Agreement Between Owner and Contractor.
- J. A six day work week shall apply to this project. No work shall be performed or noise generated between the hours of 8:00 p.m. and 6:00 a.m. or on legal holidays without permission of Owner.
- K. Noise Control:
  - 1. CONTRACTOR shall take measures for normal ambient sound level in work area.
  - 2. All construction machinery and vehicles shall be equipped with sound muffling devices.
- L. CONTRACTOR shall repair any driveways, parking lots, and sidewalks which may be damaged due to CONTRACTOR'S operationons.
- M. Cleanup and provide finish grading as work progresses.



**1.10 EROSION CONTROL**

- A. This project is not subject to Section 402 (b) of the Clean Water Act and Iowa Code Section 455B.174 and 567 IAC 64.4 (projects disturbing 1 or more total acres) and therefore may require the issuance of a National Pollution Discharge Elimination System (NPDES) General Permit No. 2, or an individual NPDES Permit for Stormwater Discharge Associated with Industrial Activity for Construction Activities. Total area disturbed by this project is less than 1 acre.

**1.11 OWNER OCCUPANCY**

- A. The OWNER intends to occupy the football field portion of the Project Site during the entire period of construction.
- B. Cooperate with OWNER to minimize conflict, and to facilitate OWNER'S operations.
- C. Schedule the Work to accommodate this requirement.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**



**SECTION 01019****CONTRACT CONSIDERATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Administrative Provisions Regarding:
  - 1. Agreement
  - 2. Taxes
  - 3. Format of Plans and Specifications
  - 4. Intent and Interpretation of Specifications
  - 5. Starting and Completion Time
  - 6. Information for ENGINEER
  - 7. Job Site Administration
  - 8. Copies of Drawings and Project Manuals
  - 9. Standards and Codes
  - 10. Protection of Utilities
  - 11. Continuity of Existing Utility Systems
  - 12. Water and Sewer Service Connections and Reconnections
  - 13. Maintenance of Traffic
  - 14. Protection of Open Trenches
  - 15. Restoration of Roads and Turf Areas
  - 16. Monument Preservation
  - 17. Conflict in Dimensions
  - 18. Building Permits
  - 19. Signs
  - 20. Mailboxes
  - 21. Garbage Collection for Property Owners Along Project Corridor
  - 22. Protection of Existing Trees
  - 23. Disposal of Debris
  - 24. Fences
  - 25. Conformance to Scheduling Constraints
  - 26. Defective Equipment and Work Visibility Regulations.
- B. Application for Payment.
- C. Change and Extra Work Authorization Procedures.
- D. Alternates.
- E. Requests for Information.

## 1.02 RELATED SECTIONS

- A. Section 01010 - Summary of Work.
- B. Section 01025 - Measurement and Payment
- C. Section 01039 - Coordination and Meetings
- D. Section 01300 - Submittals.
- E. Section 01400 - Quality Control
- F. Section 01500 - Construction Facilities and Temporary Controls.
- G. Section 01600 – Materials and Equipment.
- H. Section 01700 - Contract Closeout.

## 1.03 ADMINISTRATIVE PROVISIONS

- A. Agreement:
  - 1. Construct Work under Unit Price Agreement.
- B. Taxes:
  - 1. The OWNER will issue a sales tax exemption certificate for all materials purchased on the project. The OWNER will issue the appropriate tax exemption certificates and authorization letters to the CONTRACTOR and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
  - 2. CONTRACTOR shall provide a listing to the OWNER identifying all appropriate subcontractors qualified for use of the tax exemption certificate. CONTRACTOR and subcontractors may make copies of the certificate and provide to each supplier providing construction materials a copy of the tax exemption certificate.
  - 3. Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual or association, he shall furnish evidence prior to execution of contract, that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.
- C. Plans and Specifications:
  - 1. Specifications - Format:
    - a. Detailed specifications are in outline format and may include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. Specifications - Intent:
    - a. To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
    - b. To describe work set out in Contract Documents, unless otherwise specifically indicated.
    - c. To require performance of complete work in spite of omission of specific reference to any minor component parts.
    - d. To provide for new materials and equipment, unless otherwise indicated.
  3. Specifications - Interpretation:
    - a. Report errors or ambiguities in specifications to ENGINEER as soon as detected; ENGINEER will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.
    - b. CONTRACTOR will not be allowed to take advantage of errors or omissions in plans and specifications. ENGINEER will provide full instructions when errors or omissions are discovered.
  4. Order of Precedence of Documents which is listed as shown below:
    - a. Notice to Bidders and Notice of Public Hearing
    - b. Agreement Between Owner and Contractor
    - c. Special Conditions (Section 00800)
    - d. General Conditions (Section 00700)
    - e. Specifications
    - f. Details on Drawings
    - g. Plan Drawings
- D. Starting and Completion Time:
1. Notice to Proceed (Exhibit B) will be issued by ENGINEER upon execution and approval of Contracts and Bonds and receipt of Certificate of Insurance.
  2. Commence work within 15 calendar days after date set forth in written Notice to Proceed.
  3. Work shall be substantially completed by the date set forth in the Notice to Bidders and the respective Agreements Between Owner and Contractor for each contract.
  4. Completion shall mean the time at which the work has progressed to the point where, in the opinion of the ENGINEER, the work is sufficiently complete, in accordance with the Contract Documents, so that the work can be utilized for the purposes for which it was intended.
  5. Provide adequate personnel and equipment to perform work within time or before completion date set out in Notice to Bidders.
  6. Order all material and equipment immediately after award of contract subject to submittal and review of all shop drawings and material certifications.
  7. Extensions of contract period will be given consideration upon written request of CONTRACTOR. Request must include clear, concise reasons for requesting

extension and provide data and relevant information to support reasons for extension.

- a. OWNER expects work to be complete and ready for final acceptance within completion time prior to completion date specified.
- b. No extension of contract period will be granted for problems caused by delivers of materials or equipment.
- c. The phrase "complete and ready for final acceptance" is interpreted to mean all items of construction, surface restoration and clean-up have been accomplished to the satisfaction of the OWNER and ENGINEER prior to the completion date for the contract. So-called "punchlist" items are included in this definition and must be completed prior to the completion date for the contract.

E. Information for ENGINEER;

1. After award of contract provide information and drawings for ENGINEER'S review in accordance with Section 01300 - Submittals: Information to include but not be limited to manufacturer's specifications and catalog data for pipe, castings and such other data as requested by ENGINEER.
2. Provide construction schedule showing dates of starting and completing various portions of work in accordance with Section 01300 - Submittals.
3. Provide 2 copies of following information:
  - a. Purchase orders and subcontracts without prices.
  - b. All materials test reports in accordance with Section 01400 - Quality Control.

F. Job Site Administration:

1. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out Work and perform construction as required by Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at site.
2. Except in connection with safety or protection of persons or Work or property at site or adjacent thereto, and except as otherwise indicated under planning and scheduling constraints in Contract Documents, all Work at site shall be performed during regular working hours, and CONTRACTOR shall not permit overtime work or performance of Work on Saturday, Sunday, or any legal holiday without OWNER'S written consent given after prior written notice to ENGINEER.
3. Incompetent or incorrigible employees shall be dismissed from Work by CONTRACTOR or its representative when requested by ENGINEER, and such persons shall not again be permitted to return to Work without written consent of ENGINEER.
4. Workmanship shall be of best quality.
5. Project Documents.
  - a. Maintain on site, one set of the following record Project Documents:
    - (1) Contract Drawings.
    - (2) Specifications.

- (3) Addenda.
    - (4) Change Orders and other Modifications to the Contract.
    - (5) Reviewed shop drawings, product data, and samples.
    - (6) Copy of Executed Contract with OWNER, including Exhibits if applicable.
    - (7) Copies of all Payment Applications or Certifications submitted to OWNER to date.
  - b. Store Project Documents separate from documents used for construction, accessible for use by OWNER or ENGINEER.
- G. Copies of Drawings and Project Manuals:
  - 1. After Notice of Award, CONTRACTOR may obtain, at no charge, a maximum of 3 complete sets of Drawings, as listed in Project Manual, and 3 sets of Project Manuals.
  - 2. Additional copies of Project Manuals and full-size Drawings may be obtained under following conditions:
    - a. Project Manuals:
      - (1) Furnished at ENGINEER'S reproduction cost plus handling charge.
      - (2) If CONTRACTOR'S requirements for additional project manuals necessitates reprinting of project manuals, CONTRACTOR shall pay entire cost of such reprinting.
      - (3) Partial sets of project manuals will not be provided.
    - b. Drawings: Furnished at ENGINEER'S reproduction cost plus handling charge.
  - 3. Revised Drawings and Project Manuals, if required, will be provided by ENGINEER to show authorized changes or extra Work under following conditions:
    - a. Project Manuals: Furnished at no charge, in same quantity as original issuance.
    - b. Drawings: One revised, complete set of full-size Drawings will be issued, at no charge, for each full-size set originally issued, and for each full-size set purchased by CONTRACTOR after Notice of Award.
  - 4. Subcontractors and suppliers will be furnished copies only at request of CONTRACTOR; ENGINEER will be compensated for printing costs.
  - 5. CONTRACTOR shall ensure each foreman or superintendent in charge of each crew on job has at least one (1) set of plans and specifications on the job site.
- H. Standards and Codes:
  - 1. For products specified by association of trade standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
  - 2. Perform work in accordance with best present-day installation and construction practices.

3. Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of codes and standards unless specifically noted to the contrary.
4. Date of standard is that in effect as of Bid date, or date of Agreement when there are no Bids, except when specific date is specified.
5. When required by individual Specifications Section, obtain copy of standard.
6. Should specified reference standards conflict with Contract Documents, request clarification for ENGINEER before proceeding.
7. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
8. Standards and Codes:
  - a. Do work in accordance with best present day construction practices.
  - b. Unless specifically noted to contrary, comply and test in accordance with applicable sections of latest revisions of codes and standards of following:
 

AASHTO	American Association of State Highway & Transportation Officials
ACI	American Concrete Institute
AFBMA	Anti-friction Bearing Manufacturers Association
AGA	American Gas Association
AGC	Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AISC	American Institute of Steel Construction
AMCA	Air Moving and Conditioning Association
ANSI	American National Standards Institute
APA	American Plywood Association
APHA	American Public Health Association
API	American Petroleum Institute
ASA	American Standards Association
ASCE	American Society of Civil Engineering
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Quality Standards
AWWA	American Water Works Association
AWS	American Welding Society
CRA	California Redwood Association
FAA	Federal Aviation Administration
FCC	Federal Communications Commission
FM	Factory Mutual Corporation
FS	Federal Specifications
HI	Hydraulic Institute



HMI	Hoist Manufacturer's Institute
ICEI	Internal Combustion Engine Institute
IDNR	Iowa Department of Natural Resources
IDOT	Iowa Department of Transportation
IEEE	Institute of Electrical and Electronics Engineers
IFI	Industrial Fasteners Institute
IOSHA	Iowa Occupational Safety & Health Act of 1972 (Chapter 88, Code of Iowa 2003)
IPCEA	Insulated Power Cable Engineers Association
IRI	Industrial Risk Insurers
MESA	Mining Enforcement and Safety Administration
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineering
NEC	National Fire Protection Associations' National Electrical Code
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NIOSH	National Institute for Occupational Safety and Health
NLMA	National Lumber Manufacturers Association
NSC	National Safety Council
NSF	National Sanitation Foundation
NWMA	National Woodwork Manufacturers Association
OSHA	Occupational Safety & Health Act of 1970 (Public Law 91-596)
SAE	Society of Automotive Engineers
SDI	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC	Steel Structures Painting Council
UL	Underwriters' Laboratories, Inc.
WCLB	West Coast Lumber Inspection Bureau
WEF	Water Environment Federation
WWPA	Western Wood Products Association
29 CFR 1926 Safety and Health Regulation for Construction	

- c. Standards & Codes of the State of Iowa and applicable local standards, codes, and local ordinances of the City of Charles City.
- d. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

## I. Protection of Utilities:

1. The locations of underground facilities as shown on the plans are approximate only and are shown only for the CONTRACTOR'S general information. Existing subsurface utility data has been located to Utility Quality Level C as defined by ASCE/CI 38-02. The ENGINEER does not assume responsibility for showing all utilities in the plans. The ENGINEER does not assume responsibility for the accuracy of the utilities located by others as shown on the plans. Other utilities may exist, and their location may not be presently known or identified on the plans. The CONTRACTOR shall notify all public and private utilities of his work schedule and use suitable precautions to prevent damage to pipes, conduits, and other underground structures.
2. CONTRACTOR shall determine the exact location of all public and private utilities located within the construction area to avoid damage in accordance with Iowa Code 480.4. The CONTRACTOR shall contact the statewide notification center (Iowa One-Call) and provide notice of the planned excavation. The notice must be given at least 48 hours prior to the commencement of the excavation, excluding weekends and legal holidays. Notice is provided by calling the notification center at its toll-free number (1-800-292-8989 or 811).

The notice for a location shall include:

  - a. the name of the county, township, range and section;
  - b. the name and address of the excavator;
  - c. the excavators telephone number;
  - d. the type and extent of the proposed excavation;
  - e. whether the discharge of explosives is anticipated;
  - f. the date and time when excavation is scheduled to begin;
  - g. approximate location of the excavation on the property; and
3. CONTRACTOR shall coordinate construction work with existing utility companies. The CONTRACTOR shall use due caution in working over and around all utility lines. Damages to or breaks in any utility line(s) due to the CONTRACTOR'S carelessness are to be repaired or replaced at the CONTRACTOR'S expense without cost to the utility OWNER.
4. In some areas, construction operations may be in very tight working conditions. The CONTRACTOR is reminded to make special note of the plans to what physical features are not to be harmed. Also, the CONTRACTOR is advised to work closely with City personnel and property owners during construction activities to prevent unnecessary damage.
5. The CONTRACTOR shall give notice to the Owners of all known utilities at least 48 hours before starting any operations affecting those utilities.
6. Advise all utilities prior to excavating in area where construction might affect underground gas, electrical, telephone, cable or water service.
  - a. Advise telephone company of proposed construction schedule as it relates to telephone service.

- b. Advise power company of proposed construction schedule as it relates to electrical power.
  - c. Advise gas company of proposed construction schedule as it relates to gas service.
  - d. Advise City Water Superintendent of proposed construction schedule as it relates to water service.
  - e. Advise cable television company of proposed construction schedule as it relates to cable television.
- 7. In some instances, it may be impossible to devise construction procedures which will allow construction to proceed over, around or under the utilities. If this should occur, the utility companies shall be notified by the CONTRACTOR and required to do what is necessary to save their facilities from harm. The ENGINEER shall approve construction changes necessary to protect utilities and shall decide whether or not a utility must be relocated. The ENGINEER shall approve construction changes or decide whether or not the utility must be relocated within a reasonable time after discovery of said conflict. CONTRACTOR shall not be entitled to additional compensation due to delays or down time while ENGINEER approves construction changes and/or decides whether or not a utility must be relocated.
- 8. When utilities must be relocated, the CONTRACTOR shall cooperate with the utility and provide them access to the work and time to make adjustments without interference.
- 9. CONTRACTOR shall verify location and elevations of existing utilities (water main, sanitary sewer and storm sewer) at all connection points with proposed utilities. Adjustment of proposed utilities, as needed, are to be made by the CONTRACTOR during construction as authorized by the ENGINEER or OWNER. Cost for adjustments shall be incidental to the respective utility.
- J. Continuity of Existing Utility Systems:
  - 1. Existing storm sewer and drainage system shall be maintained at all times.
  - 2. Existing electrical systems shall be maintained at all times unless shut down is coordinated in advance with OWNER.
- K. Water and Sewer Service Connections and Reconnections:
  - 1. Not applicable this project.
- L. Maintenance of Traffic (Traffic Control):
  - 1. General:
    - a. A traffic flow pattern of City streets shall be maintained to provide emergency vehicle access to all property. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. No road or street shall be closed to the public except with the permission of the ENGINEER and proper governmental authority.

- b. The ENGINEER, Chief of Police and Fire Chief shall be notified at least two (2) full working days before any street is closed or partially closed.
  - c. Traffic Control shall be in accordance with the most current edition of Part 6, Temporary Traffic Control of the Manual on Uniform Traffic Control Devices (MUTCD) as published by the U.S. Department of Transportation Federal Highway Administration.
  - d. It will be the CONTRACTOR'S responsibility to secure all necessary traffic control signs, devices, etc., and to place, maintain, and remove same as construction commences and is completed. Failure to comply with this portion of the specifications will result in suspension of work until the situation is corrected. A reduction in the lump sum to be paid for Traffic Control will be made for excessive noncompliance with required Traffic Control. No work shall commence in any given area until all appropriate traffic control is in place.
  - e. The number of blocks closed to traffic shall be minimized.
2. Driveway/Alley Access:
- a. Temporary access, permanent access, or other means of access to personal driveways and city alleys providing access to private properties, shall be maintained at all times excluding the seven-day period (or other time period stipulated by ENGINEER) immediately following placement of portland cement concrete.
  - b. CONTRACTOR shall notify all property owners whose access to driveways, alleys, or other access will be affected at least 48 hours before access is interrupted.
3. Sidewalk and Trail Access:
- a. Trail pedestrian paths which are to remain open during construction are shown on plans. CONTRACTOR shall take all necessary precautions to ensure pedestrian paths which are to remain open are not affected, obstructed, closed, or altered in any manner due to construction.
  - b. All pedestrian paths which are to be closed during construction shall have Type II barricade meeting requirements of NCHRP Report 350 installed that extend the full width of the closed pedestrian path. The top rail of the barricade shall be 36 to 45 inches above the pedestrian path surface. The top rail of the barricade shall be parallel to the bottom rail and situated to allow pedestrians to use the rail as a guide for their hands. The toe rail on the barricade must have a minimum top height of 6 inches and a maximum bottom edge height of 1.5 inches above the pedestrian path surface. The barricade shall be continuous, stable, and non-flexible. The barricade must be located to minimize sight distance restrictions for road users.

The CONTRACTOR must provide 10 calendar days advance notification of a pedestrian path closure to the Iowa Department of the Blind,

[Curtis.chong@blind.state.ia.us](mailto:Curtis.chong@blind.state.ia.us); the National Federation of the Blind of Iowa, [m.barber@mchsi.com](mailto:m.barber@mchsi.com); the ENGINEER, and the OWNER.

- c. For all pedestrian paths which are to be detoured through or around a construction zone, the detour must meet all of the ADA requirements that would apply to permanent facilities. The detour shall have a maximum running slope of 5% or matches the adjacent roadway, a maximum cross slope of 2%, maximum gap width between panels of 0.25 inches (vertically or horizontally), detectable warnings at crossings with vehicles, hard surfaced, and acceptable curb ramps and landings.

The detour ramps shall have a maximum running slope of 8%, a maximum cross slope of 2%, and the minimum width must equal the pedestrian path. Higher ramps require landings every 30 inches in elevation, handrail height between 3.0 and 3.5 feet with 1 foot of added ramp width behind the handrail, and a toe rail. The detour landing must be flat with a maximum slope of 2%, the minimum width must be equal to the pedestrian path width but at least 5 feet for a directional change, and a minimum of 3 foot in length.

Any overhead obstacles must be more than 80 inches above the surface.

If a detour is chosen, it is in noncompliance if it sends pedestrians to the other side of the street, has a long out of distance travel, is surfaced with anything a wheelchair cannot travel on, or relies on visual cues for direction.

M. Protection of Open Trenches:

1. Open trenches or other hazards will not be permitted overnight unless protected by appropriate signs, lights, barricades or other safety devices. Open trenches shall be limited to locations where construction operations are being conducted. Leaving trenches open for future connections will not be allowed for more than 24 hours at any location unless approved by the ENGINEER. Barricades, signs, fence, lights and other traffic control measures shall be provided and maintained by the CONTRACTOR.
2. Provide snow fence along boundaries of construction area as specified hereinafter and as directed by ENGINEER.
  - a. Install snowfence when area is prepared for excavation; install on steel posts with maximum spacing of 8'; maintain until work is completed.
  - b. Provide snowfence around all open trenches or open structures when left unattended.

N. Restoration:

1. The term restoration applies to the backfilling and required compaction of trenches and related excavation, the removal of excess materials, the shaping and

resurfacing of streets, the placement of walkways, sidewalks, driveways, etc., and related work necessary to restore the construction area to a usable and like original condition.

2. Unnecessary delay by the CONTRACTOR in site restoration may result in the ENGINEER suspending further construction until such restoration is completed.

O. Monument Preservation:

1. If during the construction of a public improvement project it is determined that a monument is likely to be disturbed or removed, the OWNER shall hire or cause to be hired a licensed surveyor in the State of Iowa to locate and preserve, in the manner defined herein, the monuments likely to be disturbed or removed. The CONTRACTOR shall NOT knowingly disturb or remove a monument (property pin) without notifying ENGINEER in advance and provide engineer's surveyor an opportunity to locate and preserve said monument. However, any United States public land survey corner monuments that are within the construction corridor of a public improvement project shall be preserved and replaced pursuant to Section 355.11 of the Code of Iowa.
2. Monument Research
  - a. The OWNER'S Surveyor shall review all relevant documents of record, including those retained by federal, state, county, and city offices, necessary for locating the monuments likely to be disturbed or removed. The OWNER'S Surveyor shall also conduct a field survey of the construction corridor to locate such monuments and preserve their positions and, if applicable, their elevations.
  - b. Following the completion of the public improvement project, the OWNER'S Surveyor shall replace any monument disturbed or removed at its preserved position pursuant to Section 355.6, subsection 1 of the Code of Iowa. Elevation shall be preserved, if applicable, by using appropriate survey methods to determine a relative elevation on a nearby physical structure.
  - c. If the replacement of a monument at the preserved location is unsafe or impractical, the OWNER'S Surveyor may, in lieu of establishing a reference monument, use a federal, state, county, or city geographic coordinate system to preserve the position.
3. Monument Preservation Certificate: The OWNER'S Surveyor shall prepare a Monument Preservation Certificate to record and identify a monument location preserved under this section. Multiple monuments preserved for the same public improvement project may be identified on a single certificate. The size of each sheet making up the certificate shall not be less than eight and one-half inches by eleven inches. The Monument Preservation Certificate shall include, at a minimum, the following information:
  - a. A description of the public improvement project and the jurisdiction or organization under which the certificate was prepared.



- b. A description of the land on which the monument is located within, including the section number, township, range, county, quarter section description, and official plat name, if applicable.
  - c. A description of the monument prior to being disturbed or removed, including but not limited to its size, shape, material, and color. However, the OWNER'S Surveyor shall not be required to state the significance of any such monument.
  - d. A description of the procedure used to preserve the position of the monument. When a federal, state, county, or city geographic coordinate system is used to preserve the position of the monument, such description shall include a coordinate listing and elevation, if applicable, of all coordinate system access monuments used and the official name of the system, along with the geographic datum to which the coordinate system is referenced.
  - e. A description of the replacement monument after being preserved, including but not limited to its size, shape, material, and color. However, the OWNER'S Surveyor shall not be required to state the significance of any such replacement monument.
  - f. Where the elevation of a monument is preserved, a description of the monument prior to and after replacement, including the relative elevation and a minimum of three reference ties.
  - g. A plan-view site drawing depicting the monument with reference to the physical surroundings and natural or man-made objects in sufficient detail to facilitate the preservation of the monument, including project control, nearby monuments, street or highway centerlines, project corridor right-of-way lines, trees, fences, or structures.
  - h. A statement by the OWNER'S Surveyor certifying that the work was performed by a licensed surveyor or under the licensed surveyor's direct personal supervision, which shall be signed and dated by the surveyor and bear the surveyor's Iowa license number and legible seal.
4. Recording of Monument Preservation Certificate
- a. The Monument Preservation Certificate shall be filed with the county recorder pursuant to section 331.606B, subsection 4 of the Iowa Code of Iowa, no later than thirty days after the certificate is signed by the surveyor.
  - b. The county recorder shall index the Monument Preservation Certificate according to the township, range, section number, and quarter section on which the monument is located within. If the monument is located within an official plat, the county recorder shall index the certificate alphabetically by the official plat name.
  - c. The index legend affixed to such certificate shall include the following information:
    - (1) The surveyor's name, mailing address, and other contact information.
    - (2) The name of the governmental entity or other organization under which the surveyor provided the professional service.
    - (3) The aliquot part or parts of the United States public land survey system or portion of official plat that the monument is located within.

- (4) The name of the governmental entity or other organization requesting the Monument Preservation Certificate pursuant to this section.
- (5) Information necessary for the county recorder to return the certificate.

P. Conflict in Dimensions:

1. In case of conflict between dimensions shown in the plans or detail drawings and those in the specifications, the dimensions on the detail drawings shall govern. If the conflict is other than dimensions, the specifications shall govern.

Q. Permits:

1. It shall be the CONTRACTOR'S responsibility to obtain all local building permits and licenses as required to perform the work.
2. It shall be the OWNER'S responsibility to obtain all applicable Iowa Department of Natural Resources Water Supply and Wastewater Construction Permits as may apply to this project.
3. It shall be the OWNER'S responsibility to obtain the NPDES General Permit No. 2 Authorization from the Iowa Department of Natural Resources as may be applicable should the area disturbed by construction exceed 1 acre in size.

R. Demolition Permits:

1. Not applicable this project.

S. Signs:

1. The CONTRACTOR shall protect all street and traffic signs in the work area. Signs which must be removed to complete the work shall be removed only just before the work requires and shall be replaced immediately when the work permits. Removal and replacement of signs shall be incidental to project cost.
2. The CONTRACTOR shall replace all signs or poles he damages. Removal and replacement of signs and poles shall be at CONTRACTORS expense.

T. Mailboxes:

1. The CONTRACTOR shall protect all mailboxes in the work area. Mailboxes which must be removed to complete the work shall be removed only just before the work requires and shall be replaced immediately when the work permits. Removal and replacement of mailboxes shall be incidental to project cost.
2. The CONTRACTOR shall replace all mailboxes he damages. Removal and replacement of mailboxes shall be at CONTRACTORS expense.

U. Garbage Collection for Property Owners Along Project Corridor:

1. Not applicable this project.

V. Protection of Existing Trees:

1. Every effort shall be made to protect and save the existing trees indicated on the plans. Sheet piling or other methods of excavation stabilization approved by the



ENGINEER shall be used to maintain, at a minimum, a three-foot clearance between the tree trunk face and the excavation. No equipment operation or material storage will be allowed within the limits of the drip line of the tree.

2. Protection of existing trees shall be incidental to project cost.

W. Disposal of Debris:

1. Dispose of materials removed during construction at locations as approved by ENGINEER.
  - a. Dispose of waste products containing putrescible materials at landfill.
  - b. Dispose of surfacing, broken concrete or rubble, excess excavated materials and spoil.
  - c. OWNER reserves the right to salvage any materials removed as part of the project; CONTRACTOR responsible to deliver salvaged materials at location determined by OWNER within Corporate City limits.

X. Fence:

1. Fences encountered shall be removed and replaced to original condition or better unless noted otherwise. The CONTRACTOR may use undamaged-salvaged material. Removal and replacement of fence shall be incidental to project cost.

Y. Conformance to Scheduling Constraints:

1. If the CONTRACTOR does not conform to the scheduling constraints as set forth in Section 01010 – Summary of Work the OWNER / ENGINEER reserve the right to suspend all work, further payments, or both in accordance with Section 00700 - General Conditions.

Z. Defective Equipment and Materials:

1. OWNER retains right to operate equipment or use materials installed until defects are corrected and guarantees satisfied.
2. OWNER reserves right to operate rejected equipment or use other work installed until replaced, without cost for depreciation, use or wear.
3. Remove equipment or other work from operation for examination, adjustment or change at times approved by ENGINEER.

AA. Worker Visibility Regulations:

1. Worker safety requires compliance with all current and future federal and state OSHA requirements.
2. In accordance with Section 6D.03 of the 2009 MUTCD and OSHA regulations all worker's within the work right of way where exposed to traffic, work vehicles, or construction equipment are to wear high-visibility safety apparel.

## 1.04 APPLICATIONS FOR PAYMENT

- A. Payment request shall be submitted in accordance with the following requirements. Transmit each copy with a transmittal form listing any attachments, and recording appropriate information related to application in a manner acceptable to ENGINEER. Transmit to ENGINEER by means ensuring receipt within 24 hours.
- B. Submit 1 copy of CONTRACTOR'S quantities completed in accordance with Section 01300 - Submittals. CONTRACTOR'S standard form or electronic media printout will be acceptable.
- C. Content and Format: Utilize Bid Form for listing items in Application for Payment and quantities completed to date. Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized persons. Incomplete applications will be returned by ENGINEER without action. Entries must match current data of schedule of values and progress schedule and report. Listing should include amounts of change orders issued prior to last day of the "period of construction" covered by application.
- D. Cut-off date for quantities shall be the last day of each month.
- E. Submit quantities for payment prior to 3<sup>rd</sup> day of subsequent month. The OWNER will consider application for payment at regularly scheduled Board of Education meetings held the 2<sup>nd</sup> Monday of each month.
- F. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that OWNER has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect OWNER'S interest therein, all of which must be satisfactory to OWNER.

## 1.05 CHANGE AND EXTRA WORK AUTHORIZATION PROCEDURES

- A. The ENGINEER will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by Section 00700 - General Conditions. The ENGINEER will advise of minor changes within a reasonable time after discovery for the need for potential change. CONTRACTOR shall not be entitled to additional compensation due to delays or down time while ENGINEER advises of minor changes in work.
- B. The ENGINEER may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications, a change in

Contract Time for executing the change and the period of time during which the requested price will be considered valid. CONTRACTOR will prepare and submit an estimate within 7 days.

- C. The CONTRACTOR may propose changes by submitting a request for change to the ENGINEER, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and CONTRACTOR'S fixed price quotation or CONTRACTOR'S request for a Change Order as approved by ENGINEER.
- E. Unit Price Change Order: For pre-determined unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under a Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- F. Work Directive Change: ENGINEER may issue a directive, signed by the OWNER, instructing the CONTRACTOR to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- G. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. ENGINEER will determine the change allowable in Contract Sum/Price and Contract Time as provided in the Contract Documents.
- H. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- I. Change Orders shall be prepared by the ENGINEER or OWNER utilizing Change Order Form (Exhibit D).
- J. ENGINEER / OWNER will issue Change Orders for signatures of parties as required.

#### 1.06 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the OWNER'S option. Accepted Alternates will be identified in OWNER-CONTRACTOR Agreement.

- B. Coordinate related work and modify surrounding work as required.
- C. Schedule of Alternates:
  - 1. None

**1.07 REQUESTS FOR INFORMATION**

- A. Should CONTRACTOR need to request information or clarification regarding plans, specifications, or Contract Documents CONTRACTOR shall Submit Said Request Utilizing "Request for Information" Form found in Exhibit F at end of Project Manual.
- B. CONTRACTOR'S version of Request for Information will be considered providing it is equivalent in nature and format.
- C. Receipt of Requests for Information by Electronic Means or Facsimile will be accepted.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

**END OF SECTION**

**SECTION 01025****MEASUREMENT AND PAYMENT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
- B. Defect assessment and non-payment for rejected work.
- C. Description of Unit Price Bid Items.

**1.02 RELATED SECTIONS**

- A. Section 00700 – General Conditions
- B. Section 01019 - Contract Considerations.
- C. Section 01300 – Submittals.

**1.03 AUTHORITY**

- A. Measurement methods delineated in the individual specification sections are intended to complement the criteria of this section. In the event of conflict, the requirements of the individual specification section shall govern.
- B. Take all measurements and compute quantities. The OWNER will verify measurements and quantities.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.

**1.04 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements indicated in the Bid Form are estimated for bidding and contract purposes only and are not guaranteed. Quantities and measurements supplied or placed in the Work and verified by the OWNER shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

- C. No other items of Work required by Contract Documents shall be measured or paid for as separate items but shall be included as part of listed unit price items to which Work pertains. Failure to list all such related Work in the following descriptions of unit price items shall not invalidate this stipulation.
1. Items indicated on the plans, specifications, contract documents or project manual, but not listed separately on the bid form shall be included in the construction as part of the CONTRACTOR'S responsibility at no additional cost to the City.
  2. Incidental items include, but are not limited to, the following:
    - a. Removal of vegetation as part of excavation operations.
    - b. Subgrade preparation and fine grading of subgrade.
    - c. Sweeping and removal of loose materials on HMA surfacing prior to installation of synthetic rubber surfacing.
    - d. Finish Grading.
    - e. Cleanup of Project Area.
    - f. Construction Staking.
    - g. Cold weather protection of PCC curb.

#### 1.05 MEASUREMENT OF QUANTITIES

- A. Measurement Devices:
1. Weigh Scales: Inspected, tested and certified by the applicable State of Iowa Weights and Measures department within the past year.
  2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  3. Metering Devices: Inspected, tested and certified by the applicable State of Iowa department within the past year.
- B. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight. Aggregate materials shall be weighed by certified weigh scales.
- C. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness, or measured by gallons.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

- F. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- G. Material Record: The CONTRACTOR shall furnish the ENGINEER with supplier weight tickets indicating date, project name, net weight, material per day, item number from proposal (i.e. Bid Item Number) and disposal location of each of the Bid Items on this project that are paid on a per ton basis or as required per technical specifications.

Bid Items paid by the cubic yard, gallon, or other volumetric measure shall be quantified by load (truckload) count using a pre-agreed to volume per load unless means of measuring volume, be it by survey or other, are specified. The CONTRACTOR shall furnish the ENGINEER or Resident Reviewer with load tickets indicating date, project name, volumetric measure, material per day, item number from Bid Schedule (i.e. Bid Item Number) and placement location of each of the Bid Items on this project that are paid by the cubic yard, gallon or other volumetric or as required per technical specifications.

Bid items paid by the ton or other weight measure shall be quantified by certified weight tickets. The CONTRACTOR shall furnish ENGINEER or Resident Reviewer with weight tickets indicating date, project name, net weight, material per day, item number from Bid Schedule (i.e., Bid Item Number) and placement location of each of the bid items on this project that are paid on a ton basis or other weight measure or as required per technical specifications.

Project name will not suffice as disposal location; Disposal location needs to be specific indicating either structure number, stationing, street name and address, or other suitable means for identifying specific location as approved by ENGINEER.

The field copy of each weight and / or load ticket shall be given to the Resident Reviewer or ENGINEER no later than one working day following delivery of materials. Weight and load tickets delivered after this period will be accepted only at the Project ENGINEER'S discretion.

Weight and load tickets submitted without the information noted herein will be accepted only at the ENGINEER'S discretion.

#### 1.06 PAYMENT

- A. Payment Includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead, taxes and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the ENGINEER multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

## 1.07 DESCRIPTION OF UNIT PRICE ITEMS

- A. Items of Work described herein are specifically listed in the Agreement for separate measurement and payment.
- B. Bid Item Descriptions:

Item No.

1. **Mobilization:** Lump Sum (LS): Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed, or costs incurred prior to beginning work on the various items on the project site. Mobilization may include bonding, permit, and demobilization costs.

The unit price bid for mobilization shall not exceed 5 percent of the total contract price. If Mobilization exceeds this amount, the OWNER may reject the bid. Payment schedule for mobilization shall be as follows:

- a. When 5 percent of the original project sum is earned, either 25 percent of the contract price for this item or 2.5 percent of the original project sum, whichever is less, will be paid.
  - b. When 10 percent of the original project sum is earned, either 50 percent of the contract price for this item or 5.0 percent of the original project sum, whichever is less, will be paid.
  - c. When 25 percent of the original project sum is earned, either 100 percent of the contract price for this item or 10.0 percent of the original project sum, whichever is less, will be paid.
2. **Traffic Control:** Lump Sum (LS): Lump Sum price includes all materials, labor and equipment necessary to provide, erect and maintain traffic control as specified including detour signing and conforming to the most current Manual of Uniform Traffic Control Devices (MUTCD). Price also includes furnishing flaggers, signs, barricades, flashers, channelizing devices and other miscellaneous traffic control items specified or required by OWNER during construction; includes set-up removed and miscellaneous associated work. Traffic control also includes closing of all sidewalks adjacent to construction activities. Sidewalk closings shall be in accordance with MUTCD.



3. **Pavement Removal:** Square Yard (SY): Measurement shall be to the nearest whole Square Yard. Unit price includes all costs to remove portland cement concrete or hot mix asphalt pavement, sidewalk, drives, curbs, and curbs and gutters including sawing or cutting of pavement as specified and disposal of debris.
4. **Crack Repair:** Linear Foot (LF): Measurement shall be to the nearest whole Foot. Unit price includes all costs for furnishing all equipment, materials, and labor necessary to perform all crack repairs of the pavement surface where required.
5. **Synthetic Rubber Surfacing:** Square Yard (SY): Measurement based on plan quantities. Unit price includes furnishing labor, materials and equipment for pavement cleaning, consolidation, testing, sampling and incidentals for constructing Synthetic Track Surfacing as shown on plans. Changes, additions, deletions to Synthetic Track Surfacing work to be computed and plan quantity adjusted accordingly.
6. **HMA Pavement, 4" Thick:** Square Yard (SY): Measurement based on plan quantities. Unit price includes furnishing labor, materials and equipment for pavement cleaning, pavement, consolidation, testing, sampling and incidentals for constructing paving as shown on plans. Changes, additions, deletions to HMA work to be computed and plan quantity adjusted accordingly. Unit price also includes 6" thick aggregate base course under new HMA pavement.
7. **Pavement Markings:** Lump Sum (LS): Unit price includes furnishing labor, materials and equipment for Synthetic Track System cleaning and placing all markings and symbols in accordance with IAAF Standards. Payment will be on a lump sum basis.
8. **Topsoil - CONTRACTOR Furnished:** Cubic Yard (CY): Measurement shall be to the nearest whole Cubic Yard. Measurement to be made by individual weight tickets furnished with each load of material delivered for the work. Each ticket shall indicate the source, net weight, kind of material (i.e. Bid Item Number) and disposal location. Unit price includes excavating existing soil, supplying soil materials, stockpiling, preparing and scarifying substrate surface, placing where required, and compacting and rolling. **Topsoil material shall be provided by the CONTRACTOR ONLY when authorized in writing by the ENGINEER.**
9. **Seed, Fertilizer & Mulch:** Acre (ACRE): Unit price includes preparation of topsoil for seeding, furnishing and placing seed, fertilizer, and mulch on all disturbed turf areas and areas designated on plans, watering and maintenance of seeded areas to the specified time limit.

### 1.08 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the OWNER, it is not practical to remove and replace the Work, the OWNER will direct one of the following remedies:
  - 1. The defective Work may remain, but the unit price / lump sum amount will be adjusted to a new unit price / lump sum amount at the discretion of the OWNER.
  - 2. The defective Work will be partially repaired to the instructions of the OWNER, and the unit price / lump sum amount will be adjusted to a new unit price / lump sum amount at the discretion of the OWNER.
- C. The individual specification sections may modify these options or may identify a specific formula or percentage unit price/lump sum reduction.
- D. The authority of the OWNER to assess the defect and identify payment adjustment is final.

### 1.09 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from the transporting vehicle.
  - 4. Products placed beyond the lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling and disposing of rejected Products.

### 1.10 HMA COST ADJUSTMENTS - THICKNESS

- A. Cost adjustment for HMA Base and Surface Courses shall be made when course thickness is determined to be less than specified.
- B. Determination of deficient HMA thickness shall be by 1) measured and visual observations at time of placement, 2) yield based on scale tickets, 3) core samples or a combination of the above.
- C. HMA pavement/overlay thickness will be considered as designated by the following Band Limits:
  - Band 1      If pavement thickness is determined to be equal to or greater than design thickness the area represented will be in Band 1.

Band 2	If pavement thickness is determined to be equal to at least design thickness minus 0.25 inch the area represented will be Band 2.
Band 3	If pavement thickness is determined to be more than 0.25 inch deficient but not more than 0.50 inch deficient the area represented will be in Band 3.
Band 4	If pavement thickness is determined to be more than 0.50 inch deficient but not more than 0.75 inch deficient the area represented will be in Band 4.
Band 5	If pavement thickness is determined to be more than 0.75 inch deficient but not more than 1.00 inch deficient the area represented will be in Band 5.
Band 6	If pavement thickness is determined to be more than 1.00 inch the area represented will be in Band 6.

- D. Payment for the quantities of HMA Base/Surface Course in square yards will be at a percentage of the contract unit price in accordance with the following schedule:

<u>Band</u>	<u>Percent of Contract Price</u>
1	100
2	95
3	90
4	70
5	50
6(1)	0

- (1) The ENGINEER will study the extent and severity of the deficiencies of Band 6 pavement/overlay areas. Depending on the severity, the ENGINEER will require one of the following procedures:
- (a) The deficient areas will be removed at the CONTRACTOR's expense and replaced with pavement/overlay meeting the contract requirements. Pavement for the replacement will be as provided above.
  - (b) The deficient areas will receive additional HMA overlay to a total thickness equal to or greater than the design thickness. Payment for the reworked area will be as provided above and will be based on total finished thickness of the pavement/overlay.

- (c) The deficient pavement/overlay may be left in place with no payment.
- E. If Base Course thickness is determined to be plan thickness to 1.00 inch less than plan thickness there will be no cost adjustment providing the total base/surface course thickness is greater than or equal to the total design thickness.  
  
If the total thickness is less than design than the cost adjustment shall be applied to the surface course.
- F. There will be no incentive payments for thickness greater than design thickness.

**PART 2 PRODUCTS**

2.01 Not used

**PART 3 EXECUTION**

3.01 Not used

**END OF SECTION**

**SECTION 01039****COORDINATION AND MEETINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Coordination.
- B. Field Engineering.
- C. Alteration Project Procedures.
- D. Cutting and Patching.
- E. Preconstruction Conference.
- F. Site Mobilization Conference.
- G. Progress Meetings.
- H. Preinstallation Conferences.

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01300 - Submittals.
- C. Section 01400 - Quality Control.
- D. Section 01500 - Construction Facilities and Temporary Controls.
- E. Section 01600 - Materials and Equipment.
- F. Section 01700 - Contract Closeout.

**1.03 COORDINATION**

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.

- B. Verify characteristics of elements of interrelated operating equipment are compatible. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. After OWNER occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of OWNER's activities.

#### 1.04 FIELD ENGINEERING

- A. CONTRACTOR to locate and protect survey control and reference points. CONTRACTOR shall make all reasonable efforts to protect survey control.
- B. Control datum for survey is that established by others and as shown on Drawings.
- C. CONTRACTOR shall provide construction staking services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices in accordance with Section 01100 - Construction Staking by CONTRACTOR.

#### 1.05 ALTERATION PROJECT PROCEDURES

- A. Materials: As specified in product Sections; match existing products and work for patching and extending work.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition.
- C. Where new work abuts or aligns with existing, perform a smooth and even transition. Patched work to match existing adjacent work in texture and appearance.
- D. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to ENGINEER.
- E. Patch or replace portions of existing surfaces which are damaged.

#### 1.06 CUTTING AND PATCHING

- A. Not applicable this project.

#### 1.07 PRECONSTRUCTION CONFERENCE

- A. OWNER will schedule a conference after Notice of Award.

B. Attendance Required: OWNER, ARCHITECT, ENGINEER, CONTRACTORS and major Subcontractors.

C. Suggested Agenda:

1. Designation of personnel representing the parties in the Contract, and the OWNER.
2. Distribution of additional plans and specifications.
3. Review of list of Subcontractors, list of products, and progress schedule.
4. Discussion of public utilities involved.
5. Lines of communication.
6. Coordination meetings: As required.
7. Contract official starting date.
8. Contract time.
9. Priority items.
10. Time extensions.
11. CONTRACTOR insurance coverage.
12. Construction schedule.
13. Applications for payment.
14. CONTRACTOR's shop drawings/submittals.
15. Substitutions.
16. Copies of contract documents.
17. Changes.
18. Material and laboratory tests.
19. Construction facilities.
20. Traffic Control.
21. Notice of completion from CONTRACTOR.
22. Punchlists.
23. Final inspection.
24. Sales and use tax statement.
25. Final payment.
26. Protection of property.
27. Construction staking needs.
28. Safety.
29. Miscellaneous.

#### 1.08 SITE MOBILIZATION CONFERENCE

A. CONTRACTOR will schedule a Site Mobilization Conference with OWNER prior to CONTRACTOR beginning installation of synthetic rubber surface.

B. Attendance Required

1. OWNER, ENGINEER and CONTRACTOR.

- C. Suggested Agenda:
  - 1. Use of premises by OWNER and CONTRACTOR.
  - 2. OWNER's requirements and partial occupancy.
  - 3. Security and housekeeping procedures.
  - 4. Schedules.
  - 5. Procedures for maintaining record documents.
  - 6. Inspection and acceptance of work upon completion.

#### 1.09 PROGRESS MEETINGS

- A. OWNER shall schedule and administer progress meetings throughout progress of the Work as required.
- B. OWNER shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within 7 days to CONTRACTOR and other participants, including those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and OWNER.
- D. Suggested Agenda:
  - 1. Review Minutes of previous meetings.
  - 2. Review of Work progress.
  - 3. Field observations, problems, and decisions.
  - 4. Identification of problems which impede planned progress.
  - 5. Review of submittals schedule and status of submittals.
  - 6. Maintenance of progress schedule.
  - 7. Corrective measures to regain projected schedules.
  - 8. Planned progress during succeeding work period.
  - 9. Maintenance of quality and work standards.
  - 10. Effect of proposed changes on progress schedule and coordination.
  - 11. Other business relating to Work.

#### 1.10 PREINSTALLATION CONFERENCES

- A. Not applicable to this project.

### **PART 2 PRODUCTS**

Not Used

### **PART 3 EXECUTION**

Not Used

**END OF SECTION**



**SECTION 01100****CONSTRUCTION STAKING  
BY  
CONTRACTOR****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Construction Staking: Construction Staking includes placing construction stakes and replacement of benchmarks, property corners, and monuments, as required, by the CONTRACTOR to complete the work, and as required by the ENGINEER to verify compliance with the Contract Documents. The requirements set forth in this section Contract Documents are a minimum for the project. The CONTRACTOR may require and provide additional surveys as deemed necessary. Project

**1.02 RELATED SECTIONS**

- A. Section 01019 – Contract Considerations
- B. Section 01039 – Coordination and Meetings
- C. Section 01500 – Construction Facilities and Temporary Controls

**1.03 SPECIAL REQUIREMENTS**

- A. None.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. All lath, hubs, stakes, rebar, ribbon, and other materials incidental to the staking shall be furnished by the CONTRACTOR or the CONTRACTOR'S Subcontractor responsible for the construction staking.

**PART 3        EXECUTION****3.01    CONSTRUCTION STAKING**

- A.    The CONTRACTOR shall be responsible to provide construction staking for the proposed improvements based on the station and control data set forth in the Contract Documents.
- B.    The following is the minimum requirements for construction staking to be provided in order to facilitate the construction work and allow the OWNER to verify compliance with the Contract Documents. The CONTRACTOR may provide additional surveys/staking if, in the judgment of the CONTRACTOR, they are required to facilitate construction.
  - 1.    Property Limits:
    - a.    Not applicable this project.
  - 2.    Clearing Limits:
    - a.    Not applicable this project.
  - 3.    Earthwork for Sites, Roadways and Track Improvements:
    - a.    Earthwork cuts and fills shall be marked by slope staking or setting offsets and cuts / fills to some suitable control line. For roadway type construction, the stakes shall be placed at 50-foot intervals on a tangent and at 25-foot intervals on a curve.
  - 4.    Sanitary Sewer System Improvements:
    - a.    Not applicable this project.
  - 5.    Water System Improvements:
    - a.    Not applicable this project.
  - 6.    Storm Sewer, Drain Tile, and Culverts:
    - a.    Not applicable this project.
  - 7.    PCC Pavement:
    - a.    PCC Pavement shall be staked with offsets at 50-foot intervals on horizontal tangents and at 25-foot intervals on horizontal curbs. The stakes shall be marked with an offset to the back of the curb and a cut / fill to the top of curb. Stakes shall also be marked to identify beginning and end of curve, and high and low points.
    - b.    Intersection returns shall be staked at the radius point, the beginning of the return, end of the return, curb corners, the quarter points, and grade breaks.
    - c.    Warped pavements shall be staked as required to construct the work.

- d. Offset stakes shall be perpendicular to the centerline with offsets at 4 feet from back of curb or as otherwise desired by CONTRACTOR.
  - e. Subgrade grading stakes may be placed at CONTRACTOR'S option.
8. HMA Paving:
- a. HMA Paving.
    - i. Subgrade grading stakes may be placed at CONTRACTOR'S option.
    - ii. Aggregate Base Course grading stakes may be placed at CONTRACTOR'S option.
    - iii. Intersection returns will be staked at radius point, the beginning of the return, end of return and grade breaks.
    - iv. Warped pavements will be staked as required to construct the work.
    - v. Offset stakes will be perpendicular to the centerline, and offsets will be 4 feet or as otherwise desired by the CONTRACTOR.
    - vi. Centerline stakes (Blue Tops) for HMA paving may be placed at CONTRACTOR'S discretion.
- C. The CONTRACTOR shall be responsible to preserve and replace all construction stakes and control points until the work is accepted.
- D. The CONTRACTOR shall be responsible to preserve or replace benchmarks and survey monuments within the project site. Property corner monuments disturbed or removed shall be replaced by a Land Surveyor licensed in the State of Iowa.

**END OF SECTION**



**SECTION 01300****SUBMITTALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Submittal Procedures.
- B. Construction Progress Schedules.
- C. Proposed Products List.
- D. Shop Drawings.
- E. Product Data.
- F. Mix Designs
- G. Samples.
- H. Manufacturers' Instructions.
- I. Material Compliance.
- J. Construction Photographs.
- K. NPDES Stormwater Permit
- L. Storm Water Pollution Prevention Plan

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment
- C. Section 01400 - Quality Control.
- D. Section 01700 - Contract Closeout

## 1.03 SUBMITTAL PROCEDURES

## A. CONTRACTOR to Deliver all submittals to the following:

Mr. Drew Sweers, P.E.  
Veenstra & Kimm, Inc.  
2800 Fourth Street SW  
Suite 9  
Mason City, Iowa 50401

## B. CONTRACTOR to transmit submittals utilizing "Shop Drawing Transmittal" (Form – Exhibit E) or ENGINEER accepted transmittal form or cover letter. Multiple items may be submitted with each transmittal.

## C. CONTRACTOR to sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.

## D. All submittal transmittals shall be dated, and identify the following:

1. Project Title
2. OWNER'S Name
3. CONTRACTOR's Name
4. Transmittal Number
5. First Submittal or Resubmittal
6. Subcontractor or Supplier
7. Items Submitted
8. Drawing Sheet and Detail Number(s)
9. Specification Section Number as Appropriate
10. Number of Copies Enclosed

## E. Apply CONTRACTOR'S stamp to each submittal item, signed or initialled and dated by CONTRACTOR, certifying that CONTRACTOR has Reviewed and Verified that all Products and materials submitted, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

F. **Each Shop Drawing Transmittal shall be numbered consecutively starting with the Number 1. Each Shop Drawing Transmittal shall indicate if the submittal is the "1<sup>st</sup> Submittal" or a "Resubmittal".**G. CONTRACTOR to schedule submittals to expedite the Project. CONTRACTOR to coordinate submission of related items. **All items shall be submitted in a manner which allows each item to be reviewed and commented on individually.**

- H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- I. Provide space for CONTRACTOR review stamps.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- K. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- L. **All submittals shall be submitted via the CONTRACTOR in accordance with the above. Submittals received directly from Sub-Contractors and/or Suppliers will be returned to sender without review.**
- M. Submit documents electronically in pdf format via flash drive or email to OWNER.
- N. After review OWNER will distribute / return reviewed Shop Drawings and / or material certifications to CONTRACTOR either by hard copy or electronically.
- O. Submittal shall be in a timely fashion to permit OWNER reasonable period of time for review.

#### 1.04 INFORMATION FOR OWNER

- A. After award of contract submit following information and drawings for OWNER'S review:
  - 1. Construction Schedules.
  - 2. Proposed Products List.
  - 3. List of Subcontractors - List shall Identify by Bid Item Work being Performed by CONTRACTOR and each SUB-CONTRACTOR.
  - 4. Shop Drawings.
  - 5. Product Data.
  - 6. Mix Designs.
  - 7. Manufacturer's Instructions
  - 8. Such other information as OWNER may request.
  - 9. Operation and Maintenance data as specified in Section 01700 – Contract Closeout.
  - 10. Record Documents as described in Section 01700 – Contract Closeout.

#### 1.05 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 15 days after date of OWNER-CONTRACTOR Agreement for OWNER review.

B. Work shall be scheduled so as to conform with all scheduling constraints set forth in Section 01010 – Summary of Work, Article 1.09.

C. Revise and resubmit Construction Schedule as required.

#### 1.06 PROPOSED PRODUCTS LIST

A. Within 15 days after date of OWNER-CONTRACTOR Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.07 SHOP DRAWINGS

A. Intent of OWNER'S Review: To assist CONTRACTOR in interpreting plans and specifications.

B. CONTRACTOR'S Responsibility: To check drawings prior to submission of coordination and conformance with contract; do not submit without checking.

C. OWNER'S review is only for general conformance with design concept of project and general compliance with information given in contract documents. Corrections or comments made on the shop drawings during this review do not relieve the CONTRACTOR from compliance with the requirements of the plans and specifications. Any action shown is subject to requirements of specifications. Review of a specific item shall not include review of an assembly of which the item is a component. CONTRACTOR is responsible for: Dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of the work; and satisfactory performance of work.

D. Prior to submission of shop drawings and catalog data to OWNER: Affix CONTRACTOR'S stamp with signature of responsible person to show that material submitted has been Checked and Reviewed by CONTRACTOR; Shop Drawings submitted without appropriate stamp and signature will be returned without OWNER'S review.

#### 1.08 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

B. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.



## 1.09 MIX DESIGNS

- A. Submit Portland Cement Concrete (PCC) mix design a minimum of 8 days before proposed mix is to be used.
- B. Submit Hot Mix Asphalt (HMA) mix design a minimum of 8 days before proposed mix is to be used.

## 1.10 SAMPLES

- A. Not applicable this project.

## 1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

## 1.12 MATERIAL COMPLIANCE

- A. The CONTRACTOR shall provide current material certifications for all materials and equipment incorporated into the work. All certifications shall be submitted to the OWNER at one time.
- B. All aggregate certifications shall include mechanical sieve analysis (gradations). Cost of retesting materials due to previous testing failures shall be at the CONTRACTOR'S expense.
- C. No payment for any work shall be made until all material certifications and shop drawings have been received by the OWNER in accordance with the above.
- D. Material Certifications and Shop Drawings shall be provided for, but not limited to, the following:

Pavement Related Work

- 1. Curing Compound
- 2. Aggregate Base Course Materials
- 3. HMA Mix Design
- 4. Synthetic Rubber Surfacing
- 5. Topsoil
- 6. Seed & Mulch

- E. Fabrication and shipment of materials or equipment prior to ONWER'S review of drawings, data and information mentioned above shall be at CONTRACTOR'S risk.
- F. No materials or equipment are to be installed prior to shop drawing or material certification review by ONWER. Materials or equipment installed prior to review of shop drawings or material certifications by ONWER are subject to removal at CONTRACTOR'S cost.

#### 1.13 CONSTRUCTION PHOTOGRAPHS

- A. Not applicable to this project.

#### 1.14 NPDES Stormwater Permit

- A. If required, ENGINEER will apply for and receive NPDES Stormwater Discharge General Permit No. 2 authorization from the Iowa Department of Natural Resources.

#### 1.15 Storm Water Pollution Prevention Plan

- A. If required, ENGINEER will prepare appropriate Storm Water Pollution Prevention Plan for CONTRACTOR to complete and use on site during construction.

### **PART 2 PRODUCTS**

Not Used

### **PART 3 EXECUTION**

Not used

**END OF SECTION**

**SECTION 01400****QUALITY CONTROL****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Quality assurance and control of installation.
- B. Field samples.
- C. Mock-up.
- D. On-Site Review or Observation
- E. Testing Laboratory services.
- F. Manufacturers' field services and reports.

**1.02 RELATED SECTIONS**

- A. Section 01300 - Submittals.

**1.03 QUALITY ASSURANCE / CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from OWNER before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

#### 1.04 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.
- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by OWNER.

#### 1.05 MATERIALS TESTS

- A. Includes all materials tests or tests specified hereinafter.
- B. Employ approved testing laboratory to show that construction materials comply with specifications.
- C. Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.
- D. Incorporate no materials in work until laboratory tests have been furnished which show materials comply with specifications.
- E. All materials subject to testing, inspection and rejection at the site by OWNER.
- F. Pay all costs of retesting when test results indicate non-compliance with contract requirements.
- G. Provide sampling and testing of soil materials and aggregate materials to determine moisture-density relations and perform moisture and density tests (compaction) during construction as specified hereinafter.
- H. Provide sampling and testing of PCC materials and HMA materials during construction as specified hereinafter.
- I. See Section 01300 - Submittals, for other requirements.

#### 1.06 MOCK-UP

- A. Not applicable to this project.

#### 1.07 ON-SITE REVIEW OR OBSERVATION

- A. OWNER will review and observe work as desired.

- B. All materials used and all work done by CONTRACTOR shall be subject at all times to review, observation, tests and approval by OWNER. CONTRACTOR shall furnish samples of materials for observation and tests as requested by OWNER. CONTRACTOR shall furnish any information required concerning nature or source of any proposed materials or equipment.
- C. Materials, equipment or work which do not satisfactorily meet specifications may be condemned by OWNER by written notice to CONTRACTOR. Condemned materials, equipment or work shall be promptly removed and replaced.
- D. Defective materials, equipment or work may be rejected by OWNER at any time prior to final acceptance by OWNER even though said defective items may have been previously overlooked.
- E. Resident engineer and/or engineer technicians may be appointed by OWNER or OWNER to insure that work is performed in accordance with plans and specifications.
- F. Resident engineer and/or engineer technicians shall have authority to notify CONTRACTOR in writing of work which is not being properly performed. CONTRACTOR shall be liable for any work determined by OWNER as not being properly performed.
- G. Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and CONTRACTOR shall be liable for any deviations made without written order from OWNER.
- H. Notify resident engineer and / or Engineering Technician of Engineer a minimum of 48 hours before work will begin, resume, or otherwise require on-site construction observation services.

#### 1.08 CONTRACTOR REQUEST FOR INFORMATION

- A. If CONTRACTOR or subcontractor have questions or need assistance in interpreting the plans and specifications, the CONTRACTOR, on his or subcontractors behalf, shall submit "Contractor Request for Information" form can be found in Exhibit F found at the end of the project manual.
- B. OWNER will in all cases attempt to respond to all CONTRACTOR requests for information within 3 days of receipt in writing (facimile acceptable). CONTRACTOR shall not be entitled to additional compensation due to delays or down time while ENGINEER responds to CONTRACTOR'S Request for Information.
- C. Any work or materials installed prior to OWNER 'S response to the request for information will be subject to removal or condemnation by the OWNER should said work or materials not meet specifications.

#### 1.09 TESTING LABORATORY SERVICES

- A. OWNER will appoint and employ services of an Independent Testing Firm to perform necessary testing as OWNER deems necessary.
- B. The Independent Testing Firm employed by the OWNER will perform inspections, tests and other services as specified in the individual specifications sections and as required by OWNER.
- C. Reports shall be submitted by the Independent Testing Firm to the OWNER, in duplicate indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents within 7 days from date test is performed.
- D. Cooperate with Independent Testing Firm; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
  - 1. Notify OWNER and Independent Testing Firm 24 hours prior to expected time for operations requiring services.
  - 2. Make arrangements with Independent Testing Firm and pay for additional samples and tests required for CONTRACTOR'S use.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same Independent Testing Firm. Payment for retesting will be charged to the CONTRACTOR by deducting inspection or testing charges from the Contract Sum / Price.

#### 1.10 FIELD TESTS

- A. Notify OWNER when installation is considered complete, in operating condition and ready for testing.
- B. Test all fill materials for density and moisture content as directed by OWNER, tests conducted by independent testing laboratory; moisture-density tests required for granular fill, structure backfill and trench backfill.
- C. Moisture-density test locations and depths subject to approval of OWNER.
- D. OWNER may have testing firm test all PCC materials for temperature, slump, air content, and strength as specified hereinafter.
- E. OWNER may have testing firm test all HMA materials as specified hereinafter.

#### 1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Not applicable to this project.

**1.12 FINAL REVIEW AND ACCEPTANCE**

- A. Notify OWNER when installation is considered complete and ready for final review.
- B. After determining that the work is ready for final review and giving notice to CONTRACTOR, OWNER will make final review and tests deemed necessary to determine that provisions of specifications are satisfied.
- C. OWNER will accept work and make final payment to CONTRACTOR:
  - 1. When OWNER has certified that work of CONTRACTOR is complete and in conformance with specifications.
  - 2. When CONTRACTOR has filed with OWNER documents called for in specifications.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

**END OF SECTION**





**SECTION 01500****CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Field Offices
- B. Temporary Utilities
- C. Temporary Controls
- D. Security and Regulated Areas.
- E. Construction Facilities
- F. Position, Line, & Grade: Construction Staking.

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01300 - Submittals.
- C. Section 01400 - Quality Control.
- D. Section 01600 - Materials and Equipment.
- E. Section 01700 - Contract Closeout.

**1.03 APPROVAL OF FACILITY LOCATIONS**

- A. Location of all construction facilities, including field offices, sheds, plants, equipment storage, materials storage and yard, subject to approval of OWNER.

**1.04 FIELD OFFICES AND BUILDINGS**

- A. If required by CONTRACTOR, erect where designated by OWNER and maintain in good condition, temporary field and tool storage building(s) for CONTRACTOR's use.
  - 1. Tool storage building(s) shall be of ample size to provide space for tools and equipment. Building(s) shall be neat and well constructed, surfaced with

plywood, drop siding, masonite or other similar material, well painted and void of advertisements.

1.05 TEMPORARY ELECTRICITY

- A. CONTRACTOR to provide temporary portable electric generators as needed.

1.06 TEMPORARY LIGHTING

- A. CONTRACTOR to provide temporary lighting as may be required to complete the work. Temporary lighting shall be sufficient to enable CONTRACTOR to complete work and enable OWNER to check work as it is being performed. Illumination shall meet or exceed state code requirements.

1.07 TEMPORARY HEAT

- A. Not applicable this project.

1.08 TEMPORARY VENTILATION

- A. Not applicable this project.

1.09 TELEPHONE SERVICE

- A. CONTRACTOR to provide, maintain and pay for telephone service as necessary.
- B. Provide telephone numbers at which CONTRACTOR can be reached by OWNER at all times during the working day; provide liaison as needed between construction personnel for expeditious handling of messages.
- C. Provide OWNER with at least two telephone numbers where CONTRACTOR'S representative can be reached evenings, weekend and holidays in event of emergency.

1.10 TEMPORARY WATER SERVICE

- A. Provide, maintain and pay for suitable quality water service / source as required.

1.11 TEMPORARY SANITARY FACILITIES

- A. CONTRACTOR to provide and maintain suitable required sanitary facilities and enclosures for construction personnel during duration of work. Temporary sanitary toilet facilities shall conform to state and local health and sanitation requirements, in sufficient number for use by CONTRACTOR's employees. Remove upon completion of work. Existing school district facilities shall not be used.

### 1.12 TEMPORARY FIRE PROTECTION

- A. Provide and maintain in working order, minimum of 1 fire extinguisher on each piece of equipment, and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires during early stages by personnel at project site.
- B. Comply with NFPA, federal, state, local and other applicable requirements.

### 1.13 TEMPORARY SITE WORK

- A. Provide and maintain temporary roadways necessary to carry out construction operations in clean, dust free, snow free, ice free, driveable condition.
- B. Provide and maintain temporary site drainage and stormwater controls.
- C. Exercise caution to minimize increase in suspended solids and turbidity in surface waters within and adjacent to construction area. Do not deposit spoils in surface waters. Control and Minimize sediment runoff and excavation erosion to surface waters.
- D. Make all temporary service connections necessary for maintaining utility service during the course of the work; do work as specified hereinafter.
- E. Plug water line at bottom to prevent debris from entering water system; remove debris when work is complete.

### 1.14 BARRIERS

- A. CONTRACTOR to provide barriers to prevent unauthorized entry to construction areas, and protect adjacent properties from damage during construction operations.
- B. Provide protection for plant life designated to remain. Replace damaged plant life.
- C. Protect non-owned vehicular traffic, stored materials, site and structures from damage.

### 1.15 TEMPORARY FENCING

- A. Provide temporary fencing as needed to prevent trespass by public onto construction site.
- B. Materials shall be sufficiently durable to be effective for duration of construction period.
- C. Construction: Plastic snow fence or equal.

## 1.16 STORM WATER EROSION CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water.

## 1.17 EXTERIOR ENCLOSURES

- A. Not applicable this project.

## 1.18 INTERIOR ENCLOSURES

- A. Not applicable this project.

## 1.19 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
- C. Prohibit traffic from all work areas.
- D. Prohibit traffic from recently paved areas.

## 1.20 SECURITY

- A. Provide security and facilities to protect newly constructed Work from unauthorized entry, vandalism, or theft. Security not provided by OWNER.
- B. CONTRACTOR shall be held responsible for loss or injury to persons or property where his work is involved, and shall provide security and take precautionary measures to protect CONTRACTOR's and OWNER's interests.

## 1.21 REGULATED AREA

- A. Not applicable this project.

## 1.22 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.

- B. Extend and relocate as Work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means for removing mud from vehicle wheels before entering streets.

#### 1.23 TEMPORARY PARKING

- A. Parking on construction site in designated areas may be provided as approved by OWNER.
- B. When site space is not adequate, provide additional off-site parking.
- C. Do not allow vehicle parking on existing newly constructed pavements.

#### 1.24 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove waste materials, debris, and rubbish from site at a minimum weekly.

#### 1.25 PROJECT IDENTIFICATION

- A. Not applicable to this project.

#### 1.26 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary above grade or buried utilities, equipment, facilities, materials, prior to Substantial Completion.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### 1.27 POSITION, LINE, AND GRADE

- A. Construct to lines and grades shown on plans or as specified hereinafter.
- B. CONTRACTOR shall provide competent men and tools, stakes, and other materials as required to establish temporary or permanent reference marks in connection with the

work. CONTRACTOR shall perform such detailed measurements and transfer alignment and elevations from construction staking as required to properly lay out and construct work.

- C. CONTRACTOR shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of CONTRACTOR.
- D. CONTRACTOR shall carefully preserve all monuments, reference points, stakes, and bench marks set by others. CONTRACTOR shall promptly restore any stakes, reference points, or bench marks which have been disturbed.
- E. Construction staking shall be performed in accordance with Section 01100 – Construction Staking by CONTRACTOR unless otherwise noted herein.

#### 1.28 DAMAGE TO EXISTING PROPERTY

- A. Be responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, and other existing assets.
- B. CONTRACTOR shall have option of having OWNER contract for such work and have cost deducted from contract amount.
- C. In unfinished areas, clean and repair damage caused by temporary installations or use of temporary facilities, restore drainage, and evenly grade, seed or plant as necessary to provide appearance equal to or better than original.
- D. In finished areas, restore existing or permanent facilities used for temporary services to specified, or to original condition.

#### **PART 2 PRODUCTS**

Not Applicable

#### **PART 3 EXECUTION**

Not Applicable

**END OF SECTION**

**SECTION 01600****MATERIAL AND EQUIPMENT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Products.
- B. Transportation and handling.
- C. Storage and protection.
- D. Product options.
- E. Substitutions.

**1.02 RELATED SECTIONS**

- A. Section 00700 - General Conditions
- B. Section 01400 - Quality Control.

**1.03 PRODUCTS**

- A. Products: Products are defined as new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer, for similar components.

**1.04 TRANSPORTATION AND HANDLING**

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.05 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- B. OWNER assumes no responsibility for materials and equipment stored in buildings or on site or at another location approved in writing. CONTRACTOR assumes full responsibility for damage due to storage of materials and equipment.
- C. Interior Storage:
  - 1. Store materials and equipment in accordance with manufacturer's instruction, with seals and labels intact and legible.
  - 2. Store materials and equipment subject to damage by elements in weathertight enclosures.
  - 3. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- D. Exterior Storage:
  - 1. Store fabricated materials and equipment above ground, on blocking or skids, to prevent soiling or staining. Cover materials and equipment subject to deterioration and impervious sheet coverings, provide adequate ventilation to avoid condensation.
  - 2. Store loose granular materials in well-drained area on solid surfaces to prevent mixing with foreign matter.
  - 3. Materials such as pipe, reinforcing and structural steel, and equipment shall be stored on pallets or racks, off ground.
- E. For exterior storage of fabricated products, place on sloped supports, above ground.
- F. Store materials and park equipment in area(s) designated. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- H. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- I. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.



- J. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

#### 1.06 PRODUCT OPTIONS

- A. Compatibility of Options: Where more than one choice available as options for CONTRACTOR'S selection of equipment or material, select option compatible with other equipment and materials already selected.
- B. Standards, Codes and Regulations: Where compliance with imposed standard, code or regulation required, select from among products which comply with requirements of those standards, codes, and regulations.
- C. "Or Equal": For material or equipment specified by naming one or more equipment manufacturer and "or equal," Contractor shall submit request for substitution for any equipment or manufacturer not specifically named. Submit in accordance with Section 00700 - GENERAL CONDITIONS, Article 1.15 and Article 1.07 this section.
- D. Two or More Manufacturers: For equipment or material specified by naming several manufacturers, select any one of manufacturers named. Do not provide or offer to provide unnamed manufacturer or equipment.
- E. Single Manufacturer or Material: For equipment or material specified by naming only one manufacturer or material, there is no option.

#### 1.07 SUBSTITUTIONS

- A. Requests for substitutions shall be submitted via the CONTRACTOR in accordance with the following requirements. Requests for substitutions shall be made in a timely fashion to permit the OWNER a reasonable period of time for review.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the CONTRACTOR.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the CONTRACTOR:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
  - 2. Will provide the same warranty for the Substitution as for the specified product.
  - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to OWNER.

4. Waives claims for additional costs or time extension which may subsequently become apparent.
  5. Will reimburse OWNER for review or redesign services associated with re-approval by authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
  2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
  3. The OWNER will notify CONTRACTOR, in writing, of decision to accept or reject request.
- G. Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- H. Contractor shall abide by OWNER'S decision when proposed substitute of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- I. OWNER reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not used

**END OF SECTION**

**SECTION 01700**  
**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Final Inspection.
- D. Record Documents.
- E. Operation and maintenance data.
- F. Warranties.

1.02 RELATED SECTIONS

- A. Section 01019 - Contract Considerations.
- B. Section 01300 - Submittals.
- C. Section 01400 - Quality Control.
- D. Section 01500 - Construction Facilities and Temporary Controls.
- E. Section 01600 - Materials and Equipment.

1.03 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for OWNER'S inspection.
- B. Provide submittals to OWNER that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- D. Submit Sales and Use Tax Statements and lien waivers/releases for all suppliers and subcontractors.
- E. OWNER will occupy portions of the site as specified in 01010 – Summary of Work.

#### 1.04 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

#### 1.05 FINAL INSPECTION

- A. CONTRACTOR shall notify OWNER in writing when all work is substantially complete and ready for final inspection.
- B. Within 5 working days of notification OWNER, Resident Engineering Technician, OWNER'S representative, and CONTRACTOR shall made a final inspection of work.
- C. OWNER shall prepare a written report, herein referred to as a "Punchlist", of work items requiring corrective work, replacement, or other remedy acceptable to OWNER and/or OWNER.

#### 1.06 ADJUSTING

- A. Not applicable this project.

#### 1.07 RECORD DOCUMENTS

- A. Record Documents include the collection of information pertaining to the project which differs from that which is included in the Contract Documents. This information includes the location, dimension, quality/quantity of materials and quality of workmanship for both proposed facilities constructed and existing facilities encountered.
- B. The CONTRACTOR shall be required to maintain records regarding aspects of the project which differ from the Contract Documents. This includes both existing facilities encountered and proposed facilities constructed. The information shall include location, dimension and material data.
  - 1. The location of underground facilities shall be noted if they differ from the plans by more than 2 feet horizontally and 0.5 feet vertically or are not shown.
  - 2. Facilities constructed or encountered above ground shall be noted if they differ from the plans by more than 1 foot horizontally and 0.25 feet vertically.

- C. Store Record Documents separate from those used for construction.
- D. Keep Record Documents current; do not permanently conceal any Work until required information has been recorded.
- E. At Contract closeout, submit Record Documents with transmittal letter containing date, Project title, CONTRACTOR'S name and address, list of documents, and signature of CONTRACTOR.
- F. Submit one copy of completed volumes in final form 15 days prior to final inspection.

#### 1.08 GUARANTEES

- A. Provide duplicate notarized copies.
- B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.

#### 1.09 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Not applicable to this project.

### **PART 2 PRODUCTS**

Not used

### **PART 3 EXECUTION**

Not used

**END OF SECTION**



**SECTION 02110****SITE CLEARING AND REMOVALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Remove existing track surfacing.
  - 2. Remove existing HMA pavement.
  - 3. Stripping and topsoil excavation.
  - 4. Disposal.
- B. Specific Bid Items
  - 1. Remove Existing Synthetic Rubber Surfacing
  - 2. Remove Existing HMA Pavement
  - 3. Excavation, Earthwork and Grading

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 02220 - Excavation and Embankment.
- D. Section 02230 - Rough Grading.
- E. Section 02923 - Finish Grading.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**1.04 REGULATORY REQUIREMENTS**

- A. Conform to City of Charles City City Code for disposal of debris.
- B. The CONTRACTOR shall obtain, at his own expense, all permits or licenses, for the use and maintaining of dumps and waste areas.

- C. Coordinate clearing Work with utility companies.

#### 1.05 DEFINITIONS

- A. Remove: To take away, eliminate or remove from the Site by any method selected by CONTRACTOR and to dispose of material.
- B. Salvage: To dismantle, disassemble, or remove carefully and without damage so the item can be re-assembled, replaced or reused in a workable condition equal to that existing before removal.
- C. Abandon: To fill, bulkhead or close off pipes and structures so that no settlement or flow can occur.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Not applicable to this section.

### PART 3 EXECUTION

#### 3.01 GENERAL

- A. Dispose of all items removed, except for those items identified to be salvaged or recycled. Said disposal shall be in accordance with all laws, regulations, statutes, etc.
- B. Perform removal work without damage to adjacent retained work. Where such work is damaged, CONTRACTOR shall patch, repair, or otherwise restore same to its original condition, at no expense to OWNER.
- C. Remove debris from the work area as often as necessary, but not less than at least once at the end of each workday. Debris shall be placed in approved containers to prevent the spread of dust and dirt.
- D. Execute the work in a careful and orderly manner, with the least possible disturbance to the public and occupants of buildings.

#### 3.02 PROTECTION

- A. Locate, identify, and protect utilities that remain from damage.
- B. Protect existing turf and features designated to remain as final landscaping.



- C. Protect benchmarks and existing structures from damage or displacement.

### 3.03 CLEARING

- A. Clear area required for access to site and execution of Work.

### 3.04 REMOVAL OF EXISTING SYNTHETIC RUBBER SURFACING

- A. Existing Synthetic Rubber Surfacing shall be removed in accordance with Section 02576 - Pavement Scarification and Recycling.
- B. Care shall be taken to prevent damage abutting curbs and pavements. Any pavement damaged by the CONTRACTOR, but not scheduled for removal, shall be replaced at his expense.

### 3.05 REMOVAL OF EXISTING HMA PAVEMENT

- A. Cut edges neatly, minimum vertical cut 3" prior to breaking off the pavement.
- B. Sawcut HMA pavement surfacing to full depth at the limits of partial removal, prior to that removal, unless otherwise approved by the ENGINEER.
- C. Remove existing HMA pavement in such a manner that the remaining surfacing is not damaged.
- D. CONTRACTOR can remove existing HMA pavement by milling or scarifying in accordance with Section 02576 - Pavement Scarification and Recycling.

### 3.06 STRIPPING AND TOPSOIL EXCAVATION

- A. Strip areas which are to receive fill, be regraded and re-landscaped.
- B. Completely strip contaminated topsoil, rubbish, vegetation, and other foreign materials.
- C. Excavate Topsoil Minimum Depth: 4".
- D. Stockpile clean stripped topsoil free from subsoil, stones, and other foreign materials in area designated OWNER to a depth not exceeding 8 feet for use as specified in Section 02923 – Finish Grading.
- E. Dispose of excess stripped material as specified in Article 3.07.

## 3.07 DISPOSAL

- A. Remove waste material from project site promptly as it is generated by construction operations; do not permit to accumulate.
- B. Remove waste material, brush, rubbish, spoil, excess excavated material, and material not suitable for backfill to off-site location of CONTRACTOR'S choice.
- C. Disposal areas shall be the CONTRACTOR'S responsibility.
- D. Haul Routes:
  - 1. Determine haul roads with approval of agency having jurisdiction over proposed roadway.
  - 2. Make condition survey of haul roads prior to use and document with necessary photographs and written descriptions.
  - 3. Keep reasonably free from dirt, dust, mud, and other debris from construction operations.
  - 4. Clean a minimum of twice a week.
  - 5. Repair any damaged haul routes to match existing conditions before use.
  - 6. No extra payment will be made for removals regardless of disposal locations.
  - 7. Disposal of materials shall be considered incidental to contract.

**END OF SECTION**

**SECTION 02205****SOIL MATERIALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Topsoil
  - 2. Select Material
  - 3. Granular Backfill Material
  - 4. Special Backfill Material
  - 5. Porous Backfill Material
- B. Specific Bid Items
  - 1. Topsoil – CONTRACTOR Furnished and Installed
  - 2. Special Backfill Material - CONTRACTOR Furnished and Installed

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01300 - Submittals.
- D. Section 01400 - Quality Control.
- E. Section 02207 – Aggregate Materials.
- F. Section 02220 - Excavation and Embankment.
- G. Section 02230 - Rough Grading.
- H. Section 02923 - Finish Grading.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

#### 1.04 SUBMITTALS

- A. Submit under provisions of Section 01300 - Submittals.
- B. Materials Source: Submit name and address / location of CONTRACTOR furnished soil materials. Provide soil materials from same source throughout the work. Change of source requires OWNER approval.

### PART 2 PRODUCTS

#### 2.01 SOIL MATERIALS

- A. Topsoil: Friable loam; free of roots, rocks, debris or hard clods larger than 1/2 inches including any subsoil materials, large weeds, and foreign matter; acidity range (pH) of 6.0 to 7.5; shall contain a minimum of 4 percent and a maximum of 10 percent inorganic matter. Topsoil shall consist of high quality soil consisting of the top six (6) inches of field or pasture loam containing a good supply of humus and a high degree of fertility. Topsoil shall not include surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of noxious weeds or undesirable vegetation.
- B. Select Material: Excavated and re-used material, graded and free of debris [generated from project site]. Select material shall be IDOT Class 10, Class 13, or trench excavated materials free from organic material, rubble, foreign objects, frozen earth, large clods, unsuitable material, or rock 1 inches or greater in size.
- C. Granular Backfill Material: Granular Backfill Material shall be composed of particles passing the No. 8 sieve or these particles in combination with coarser particles passing the 3-inch sieve with fine particles predominating so that voids between coarse particles are not likely to occur. Granular Backfill Material shall conform to the requirements of IDOT 4133.
- D. Special Backfill Material: Special Backfill Material shall be a uniform mixture of coarse and fine particles of crushed concrete, crushed limestone, or a mixture of gravel, sand, and soil. Special Backfill Material shall conform to the requirements of IDOT 4132.
- E. Unsuitable Material: Unsuitable Material shall be defined as any organic or inorganic silts and clays with more than 1/2 of the material smaller than the No. 200 sieve. Materials as classified by the Unified Soil Classification including ML, CL, OL, MH, CH, OH and Pt (peat) shall be considered as Unsuitable Material. Unsuitable materials shall also include organic solids, rubble, foreign objects, frozen earth, large clods, or rock 6" or greater in size.

**2.02 SOURCE**

- A. On Site Materials: Soil materials obtained from excavation or trenching operations as part of the work under this contract shall be considered on-site materials. No separate payment will be made for placement or compaction of these materials. There will not be any payment for overhaul of on-site materials.
- B. CONTRACTOR Furnished Materials: Soil materials imported and furnished by the CONTRACTOR shall be considered CONTRACTOR furnished materials and shall be paid for in accordance with Section 01025 – Measurement and Payment.
- C. CONTRACTOR shall identify name and address / location of source for all CONTRACTOR furnished soil materials prior to delivery of any soil materials to project site. Adequate lead time shall be provided for OWNER to inspect source of soil materials.

**2.03 QUALITY CONTROL**

- A. Inspection and testing will be performed under provisions of Section 01400. - Quality Control.
- B. Tests and analysis of soil material will be performed in accordance with ASTM D698 and ASTM D6938 (Nuclear Density & Moisture Content Testing).
- C. If tests indicate materials do not meet specified requirements, change material and retest at no cost to OWNER.

**PART 3 EXECUTION****3.01 STOCKPILING**

- A. Stockpile materials on site at locations designated by OWNER.
- B. Stockpile in sufficient quantities to meet project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

**3.02 STOCKPILE CLEANUP**

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.

**END OF SECTION**



**SECTION 02207****AGGREGATE MATERIALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Crushed Stone Aggregate Materials.
- B. Specific Bid Items
  - 1. Aggregate Base Course

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01300 - Submittals.
- D. Section 01400 - Quality Control.
- E. Section 02205 - Soil Materials.
- F. Section 02231 - Aggregate Base Course.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300 - Submittals.
- B. Materials Source: Submit name of aggregate materials suppliers. Provide aggregate materials from same source throughout the work. Change of source requires OWNER approval.

**PART 2 PRODUCTS****2.01 AGGREGATE MATERIALS**

- A. Crushed Stone Aggregate: Crushed Stone Aggregate shall be Class A Crushed Stone conforming to IDOT 4120.04.
- B. Gravel Aggregate: Gravel Aggregate shall be Class C Gravel conforming to IDOT 4120.03.
- C. Granular Subbase Aggregate: Granular Subbase Aggregate shall be granular subbase material conforming to IDOT 4121.
- D. Stabilizing Materials: Sharp, clean crushed stone meeting following gradation:

PASSING SIEVE SIZE	% Passing
2-1/2"	100
2"	90-100
1-1/2"	35-70
1"	0-15
1/2"	0-5

- E. Porous Fill Material: Porous Fill Material shall be a granular material to be used as a pervious materials along drain tile, longitudinal drains, and elsewhere to intercept the flow of ground water. Porous Fill Material shall conform to the requirements of IDOT 4131.

**2.02 SOURCE**

- A. CONTRACTOR Furnished Materials: Aggregate materials imported and furnished by the CONTRACTOR shall be considered CONTRACTOR furnished materials and shall be paid for in accordance with Section 01025 – Measurement and Payment.
- B. CONTRACTOR shall identify name and address / location of source for all CONTRACTOR furnished soil materials prior to delivery of any soil materials to project site. Adequate lead time shall be provided for OWNER to inspect source of soil materials.

**2.03 QUALITY CONTROL**

- A. Field inspection and testing will be performed under provisions of Section 01400 – Quality Control.



- B. Tests and analysis of aggregate material will be performed in accordance with ASTM D698 and ASTM D6938 (Nuclear Density & Moisture Content Testing).
- C. If tests indicate materials do not meet specified requirements, change material and retest.

### **PART 3 EXECUTION**

#### **3.01 STOCKPILING**

- A. Stockpile aggregate materials on site at locations designated by OWNER.
- B. Stockpile in sufficient quantities to meet project schedule and requirements.
- C. Separate differing materials with dividers or stockpile apart to prevent mixing.
- D. Direct surface water away from stockpile site so as to prevent erosion or deterioration of materials.

#### **3.02 STOCKPILE CLEANUP**

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.

**END OF SECTION**



**SECTION 02220****EXCAVATION AND EMBANKMENT****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Excavating for track reconstruction.
  - 2. Embankment Construction for track reconstruction.
- B. Specific Bid Items
  - 1. Excavation, Earthwork and Grading

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations
- B. Section 01025 - Measurement and Payment.
- C. Section 01400 - Quality Control.
- D. Section 02205 - Soil Materials.
- E. Section 02230 - Rough Grading.

**1.03 REFERENCE**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**1.04 FIELD MEASUREMENTS**

- A. Verify that survey bench mark and intended elevations for the Work are as indicated.

## 1.05 JOB CONDITIONS

## A. Lay-Out:

1. Keep instruments on the job site at all times for lay-out and checking of lines and grades on a regular basis.
2. Properly execute all engineering work required for establishment of lines, grades, structures, and drainage facilities.
3. Maintain grade stakes and batter boards for control of lines and grades as the work of this Contract progresses.

## B. Protection: Provide fences, barricades, and lighting as required to protect property from damage and to insure the safety of workers and the public.

## C. Operating Procedures: Execute the work of this Contract in a manner to prevent damage, from any cause, to adjacent streets, buildings, utilities and properties. The CONTRACTOR shall bear the expense of repair or replacement of such damage to the satisfaction of the respective owner.

## D. Excavation shall provide adequate working space and clearances for the work to be performed therein and for installation and removal of concrete forms. In no case shall excavation faces be undercut for extended footings.

## E. Underground Obstructions: Any possible underground piping, foundations, and other underground obstructions in the vicinity of construction are NOT indicated on the drawings. These facilities shall be protected when encountered during construction. Any damage shall be repaired by the CONTRACTOR without compensation. It is the CONTRACTOR'S responsibility to determine the exact location of underground obstructions and avoid damage and conflicts.

## F. The CONTRACTOR shall be responsible for safety on the project site during his operations. Excavations shall be performed in a manner sufficient to meet safety requirement for work of this nature.

## G. Stop Work: Stop work and notify OWNER immediately if contaminated soils, historical artifacts or other environmental or historic items are encountered.

## 1.06 UNSTABLE SOILS

## A. Excavation of all soils encountered is incidental to construction except rock and rubble excavation. Rock and rubble shall be defined as solid materials greater than 2 cubic feet in size which cannot be removed without specialized power equipment.

## B. CONTRACTOR shall be responsible for dewatering excavations as provided in Article 3.06.

- C. OWNER will only pay for excavation bottom stabilization after CONTRACTOR has provided dewatering by means of well points and / or deep wells extending a minimum of 10' below the bottom elevation in addition to dewatering pumps and is not capable of providing a stable bottom using customary practices for dewatering by use of dewatering pumps, well points, and / or deep wells.

#### 1.07 REGULATORY REQUIREMENTS

- A. Safety shall be the responsibility of the CONTRACTOR; all excavations shall comply with the latest requirements of OSHA 29 CFR Part 1926, Subpart P, "Excavations"; CONTRACTOR shall be responsible for safety items including but not limited to confined space entry, traffic control, trench and OSHA requirements; CONTRACTOR agrees to hold harmless and indemnify the OWNER and ENGINEER and the employees or agents of the OWNER and ENGINEER against any liability sustained from the CONTRACTOR'S negligent acts, errors or omissions.
- B. Sloping or benching for excavations greater than 20 feet deep shall be designed by a registered professional engineer. For excavations greater than 20 feet deep CONTRACTOR shall submitted an Excavation Plan prepared by a licensed professional engineer to the OWNER for review by the OWNER prior to commencing excavation.

### **PART 2 PRODUCTS**

#### 2.01 MATERIALS

- A. Obtain embankment material from excavation areas on project site.
- B. Embankment materials shall be free from debris, roots, organic, or other unstable or unsuitable materials.
- C. Use best earth materials (most granular in nature) as Select Material for construction of the top 2 feet of embankments for track expansion.
- D. CONTRACTOR furnished Special Backfill Material as specified in Section 02205 – Soil Materials shall be used for construction of embankments for track expansion only when excavated materials are either short in supply or unsuitable for embankment construction.

### **PART 3 EXECUTION**

#### 3.01 PREPARATION

- A. Identify required lines, levels, contours, and datum.

- B. Locate, identify, and protect utilities that remain, from damage.
- C. Notify utility company to remove and relocate utilities as may be required.
- D. Protect lawns, and other concrete slabs which remain as part of the finished track reconstruction.
- E. Protect bench marks, existing structures, paving, and existing curbs from excavation equipment and vehicular traffic.
- F. Provide temporary drainage facilities to prevent damage to public or private interests when necessary to interrupt natural drainage or flow of artificial drains.
- G. Protect existing underground irrigation system located inside the track area where the football field is situated.
- H. CONTRACTOR liable for damage resulting from neglect to provide for interrupted natural or artificial drainage.
- I. Do not damage pavement or disturb subgrade beneath existing pavement which will not be removed.

### 3.02 EROSION CONTROL

- A. Care shall be taken to minimize soil erosion during and after construction.
- B. CONTRACTOR shall cover existing storm water inlets adjacent to construction operations and take additional measures necessary to prevent sediment from entering storm sewers.
- C. CONTRACTOR shall disturb a minimum area during construction, shall pile excavated material in a manner as to prevent erosion of material, shall restore surfaces to prevent erosion, and shall remove excess excavated material and debris and dispose of these materials in an acceptable manner to prevent erosion and sedimentation. CONTRACTOR shall employ erosion control measures and surface restoration procedures, as appropriate, in borrow and waste disposal areas.
- D. CONTRACTOR shall take any measures necessary, in addition to those specified herein, to prevent erosion, prevent sediment from entering surface drainage courses, and prevent sediment from being washed onto adjacent areas.
- E. Positive steps for erosion control shall be taken and steps which may be applicable will depend on Site characteristics (soil, slope, drainage, etc.), and construction techniques. Following are steps, which shall be taken for purposes of erosion control:

1. Relative to area drainage, excavated material shall be stored on upstream side of excavated areas.
2. Straw or hay bales, sandbags, or silt fences placed at toe of excavation and storage piles to serve as sediment dams.
3. Earthen dam with a controlled discharge such as overflow pipe, used as a sedimentation pond.
4. Route runoff around excavated areas and excavated storage piles.
5. Mulching with straw and hay, and jute netting, or other mattings, blankets, and netting.
6. Sod or riprap.
7. Temporary seeding.

### 3.03 DRAINAGE CONTROL

#### A. Surface Drainage:

1. Throughout the construction period, all surface drainage must be maintained. No ponding or puddling of water will be permitted.
2. The Contractor shall control the grading to prevent water from running into the excavated areas or damaging existing structures.
3. Maintain all pits and trenches where concrete or fill is to be placed free of water at all times.
4. Provide all pumping required to keep excavated spaces and existing footing clear of water at all times.

### 3.04 SUBGRADE PREPARATION

- A. Provide uniform composition at least 12" below the bottom of the track pavement for full width of the track pavement; roll and scarify materials, mix and recompact, or otherwise treat to produce a uniform condition; disc and dry material if moisture content is too high; add water if moisture content is too low.
- B. Remove and dispose of stones over 2" in size from loosened portion of subgrade.
- C. Construct subgrade with uniform density for a width of proposed pavement; density: not less than 98% maximum density with moisture ranging from -1% to +4% of optimum.
- D. Construct subgrade such that after rolling, surface will be at required grade and cross section.
- E. Fill depressions that develop during rolling with suitable material; continue rolling until subgrade is uniformly firm, properly shaped and true to grade and cross section.
  1. Maintain until Aggregate Base Course is placed.
  2. Remove materials which will not compact readily under roller; replace with materials which will compact readily; again roll that portion of subgrade.

- F. If ruts or other objectionable irregularities form in subgrade during construction, reshape and re-roll subgrade before placing pavement; fill ruts or other depressions with material similar to other subgrade material; proof roll finished subgrade with fully loaded tandem axle dump truck; rework and retest areas where wheel depressions exceed typical depressions viewed at spot locations where soil density tests were taken and met specifications; rework subgrade in areas where "pumping" is exhibited beyond immediate area of wheels.
- G. Check and trim subgrade to required grade and cross section.
  - 1. Shape subgrade by suitable electronically controlled subgrade trimming machine.
  - 2. In irregular sections where use of subgrade trimming machine is impractical, check subgrade by most accurate practical method.
- H. Subgrade preparation is incidental to excavation, earthwork and grading bid item.

### 3.05 SUBGRADE TREATMENTS

- A. Use only to correct subgrade conditions where specified density cannot be obtained by other methods prior to placement of Aggregate Base Course; OWNER will not authorize subgrade treatments in areas where moisture content of soil is too high and soil can be dried by discing.
- B. If required, and only when authorized by OWNER or ENGINEER, existing subgrade may be excavated and replaced with Granular Subbase Aggregate Materials as necessary to stabilize the subgrade

### 3.06 DEWATERING

- A. Execute Work in the dry; obtain ENGINEER'S approval on methods of dewatering.
- B. Provide equipment for handling ground water and surface water encountered.
- C. No excavation shall be performed or embankment constructed on excessively wet soil.
- D. Prevent surface water from flowing into excavation; promptly remove any water accumulated.
- E. Divert stream flow away from areas of construction.
- F. Water pumped from excavations shall not be discharged to existing sanitary sewers. Do not pump water onto adjacent property without approval of OWNER.
- G. Dewatering methods used shall not cause settlement or damage to adjacent property.



- H. Dewatering shall be considered incidental to construction; include cost in the unit price cost for excavation, earthwork and grading.

### 3.07 STRIPPING

- A. Prior to grading and/or borrow excavation, strip topsoil, vegetation and other objectionable material from construction areas as specified in Section 02110 – Site Clearing and Removals.
- B. Stockpile clean topsoil at job site as directed by the OWNER.
- C. Dispose of vegetation and other objectionable material as specified in Section 02110 – Site Clearing and Removals.

### 3.08 EARTH EXCAVATION

- A. Earth excavation shall consist of excavation, removal and satisfactory disposal of materials taken from within Project area for construction of embankments and track expansion and incidental work; and removal and satisfactory disposal of unstable and unsuitable materials and their replacement with satisfactory materials where needed.
- B. Earth excavation shall be in accordance with IDOT 2102.
- C. Limit earth excavation to the areas shown on Drawings.
- D. In cut areas for track reconstruction proof-roll subgrade by making three passes with a heavy pneumatic-tired roller to detect localized zones of unstable material. Roller shall have a gross weight of not less than 25 tons and shall consist of not less than 4 wheels revolving in one transverse line. Under working conditions, roller shall develop a compression at not less than 650 lb/in width of tire tread.
- E. Remove unstable material encountered and replace with suitable material in accordance with requirements specified herein.
- F. Dispose of unstable material as specified in Section 02110 – Site Clearing and Removals.

### 3.09 BORROW EXCAVATION

- A. Not applicable this project.

### 3.10 BELOW-GRADE EXCAVATION

- A. In areas of unsuitable or unstable soil, the CONTRACTOR shall correct the subgrade in conformance to IDOT 2102.03, Paragraph D.
- B. Disposal of unsuitable materials shall be incidental to the cost of below-grade excavation.

### 3.11 ROCK EXCAVATION

- A. Rock excavation not anticipated on this project.

### 3.12 EXCESS EXCAVATION

- A. Excess excavated materials resulting from earth excavation on this project shall be disposed of by CONTRACTOR at CONTRACTOR'S expense.
  - 1. All permits, fees, hauling costs, and all other costs associated with disposal of excess materials shall be incidental to earth excavation.

### 3.13 EMBANKMENT CONSTRUCTION

- A. Embankment construction shall be in accordance with IDOT 2107.
- B. Maintain embankments in satisfactory manner until final acceptance.
- C. Preparation of surfaces to receive fill:
  - 1. Preparation shall be done in accordance with IDOT 2107.03, Paragraph C.
  - 2. After stripping of organic materials or foreign matter, proof-roll areas to receive fill by making three passes with a roller, as described in Article 3.08.
  - 3. If unsuitable or unstable material is encountered under embankment area, remove material and replace with suitable material in accordance with Article 3.10 prior to placing embankment material.
- D. Moisture Control:
  - 1. Moisture content of embankment materials prior to, and during compaction shall be uniform throughout each layer of material.
  - 2. Place earth materials at or within 2% of optimum moisture content as determined by ASTM D698; wet granular materials thoroughly during or immediately prior to compaction.
  - 3. Add supplementary water to materials on embankment by sprinkling and mixing uniformly throughout layer as required.
  - 4. Spread temporarily excavated materials too wet for placing until moisture content is acceptable.

- E. Placing:
1. Place embankment materials in manner permitting drainage, and in continuous, approximately horizontal layers, not exceeding 6" loose thickness.
  2. Avoid abrupt changes in embankment levels.
  3. If surface of previously placed materials is too dry or smooth to provide satisfactory bonding surface with new material, moisten and/or scarify in manner and to depths required to avoid shear plane.
  4. If compacted surface of any layer of fill is too wet for proper compaction of next succeeding layer to be placed:
    - a. Allow materials to dry or work with suitable equipment.
    - b. Compact to provide satisfactory bonding surface for next succeeding layer of fill to be place
  5. When each layer of material has been conditioned to moisture content specified, compact as follows:
    - a. Compact following embankments to minimum 98% of maximum dry density as determined by ASTM D698 (Standard Proctor), ASTM D6938 (Nuclear Density and Moisture Content Testing).
      - 1) Embankments for track expansion.
- F. Grade areas disturbed by construction operations to smooth, uniformly sloping surfaces.

### 3.14 BACKFILLING PAVEMENT EDGES

- A. Newly constructed track pavements, and synthetic rubber surfacing shall be backfilled with topsoil materials as shown on typical sections.
- B. Backfilling shall include 3" +/- placement of topsoil materials.
- C. Backfilling operations shall be carefully performed as so to not damage newly constructed or existing pavements.
- D. Areas backfilled shall be compacted to 85% of maximum dry density as determined by ASTM D698 (Standard Proctor).

### 3.15 OVERHAUL

- A. No payment on this project for overhaul.

### 3.16 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400 - Quality Control.

- B. Compaction testing will be performed in accordance with ASTM D698 and ASTM D6938 (Nuclear Density and Moisture Content Testing).
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Moisture-Density Laboratory Tests (proctor): Minimum of one test on each type of soil to be used in embankment construction; conform to ASTM D698. Perform tests prior to placement of embankment materials.
- E. In-Place Density Tests for Embankments: Perform tests on track expansion areas where embankments are constructed during course of work for each successive 6" layer at approximate 500' intervals conforming to ASTM D6938.

### 3.17 FINISHING

- A. Finish fill and excavated areas to uniform grade and section in accordance with Section 02230 – Rough Grading.
- B. Finish grade to neat appearance and to provide positive drainage.

### 3.18 AIR PROTECTION

- A. Water must be used as controlling agent to prevent operations from polluting air with dust.
- B. Regulations as set forth by OSHA and appropriate state agencies, shall govern.

### 3.19 FROST PROTECTION

- A. Footings: Protect new and existing footings from freezing temperatures and frost action.
- B. New Construction:
  - 1. Do not place slabs or fill on frozen ground.
  - 2. When freezing temperatures may be expected, do not excavate to full depth indicated unless the concrete or fill material is ready for immediate placement.

**END OF SECTION**

**SECTION 02230****ROUGH GRADING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General:
  - 1. Cutting, grading, filling and rough contouring the track reconstruction area for placement of Aggregate Base Course.
- B. Specific Bid Items:
  - 1. Excavation, Earthwork, and Grading

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01400 - Quality Control.
- D. Section 02110 - Site Clearing and Removals.
- E. Section 02205 - Soil Materials.
- F. Section 02220 - Excavation and Embankment.
- G. Section 02923 - Finish Grading.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Topsoil: As specified in Section 02205 - Soil Materials.
- B. Select Material: As specified in Section 02205 - Soil Materials.
- C. Granular Backfill Material: As specified in Section 02205 - Soil Materials.
- D. Special Backfill Material: As specified in Section 02205 - Soil Materials.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify site conditions under provisions of Section 01039 - Coordination & Meetings.
- B. Verify that survey bench mark and intended elevations for the Work are as indicated.

### **3.02 PREPARATION**

- A. Preparation for earthwork and rough grading shall be as specified in Section 02220 – Excavation and Embankment.

### **3.03 SUBSOIL EXCAVATION**

- A. Earth excavation shall be in accordance with Section 02220 - Excavation and Embankment.
- B. Excavate existing track surface materials, topsoil, and earth materials from areas to receive Aggregate Base Course or embankment construction.

### **3.04 SUBGRADE PREPARATION**

- A. Provide subgrade preparation in accordance with Section 02220 – Excavation and Embankment.

### 3.05 EMBANKMENT

- A. Fill areas to contours and elevations with unfrozen select materials in accordance with Section 02220 – Excavation and Embankment.
- B. Place fill materials on continuous layers and compact in accordance with Schedule at end of Section.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.

### 3.06 ROUGH GRADING

- A. Rough grade as required to bring the entire project work area to subgrades as follows:
  - 1. For surfaced track areas grade to the underside of the respective Aggregate Base Course as fixed by the finished grades.
  - 2. Shape the surface of areas under the track to line, grade and cross-section, compact as specified and grade to prevent ponding of water after rains. Provide temporary pumping as required.
  - 3. Rough grading of all areas within the project limits, including cut and filled sections and adjacent transition areas, shall be reasonably smooth, compacted and free from irregular surface changes. The subgrade shall be sloped to provide drainage as shown on drawings.
- B. Obstructions: See Section 02110 – Site Clearing and Removals.
- C. Rock Excavation: Rock excavation is not anticipated for this contract.

### 3.07 BACKFILLING BEHIND CURBS

- A. Newly constructed PCC pavements shall be backfilled with earth excavated materials as shown on typical sections.
- B. Backfilling shall allow 10" for placement of Aggregate Base Course Materials and HMA paving. Backfilling shall allow 4" for placement of topsoil materials adjacent to track edge.
- C. Backfilling operations shall be carefully performed so as to not damage newly constructed curb.

### 3.08 TOLERANCES

- A. Finished (Top) surface elevation of subgrade under Aggregate Base Course: Within plus or minus 0.04 feet of plan elevation.

- B. Top surface elevation of subgrade under lawn areas: Within plus or minus 0.1 feet of plan elevation.

### 3.09 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400 - Quality Control.
- B. Compaction testing will be performed in accordance with ASTM D698 and ASTM D6938 (Nuclear Density and Moisture Control Testing).
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no additional cost to the OWNER.
- D. Frequency of Tests: One test minimum for every 1,000 square yards of subgrade prepared and ready for Aggregate Base Course placement.

### 3.10 MAINTENANCE

- A. Protection of Graded Areas:
  - 1. Protect newly graded areas from traffic and erosion, and keep free of trash and debris.
  - 2. Repair and re-establish grades in settled, eroded and rutted areas to the specified tolerances.
- B. Erosion Control:
  - 1. Care shall be taken to minimize soil erosion during and after construction.
  - 2. CONTRACTOR shall cover existing storm water inlets adjacent to construction operations and take additional measures necessary to prevent sediment from entering storm sewers.
  - 3. CONTRACTOR shall disturb a minimum area during construction, shall pile excavated material in a manner as to prevent erosion of material, shall restore surfaces to prevent erosion, and shall remove excess excavated material and debris and dispose of these materials in an acceptable manner to prevent erosion and sedimentation. CONTRACTOR shall employ erosion control measures and surface restoration procedures, as appropriate, in borrow and waste disposal areas.
  - 4. CONTRACTOR shall take any measures necessary, in addition to those specified herein, to prevent erosion, prevent sediment from entering surface drainage courses, and prevent sediment from being washed onto adjacent areas.
  - 5. Positive steps for erosion control shall be taken and steps which may be applicable will depend on Site characteristics (soil, slope, drainage, etc.), and



construction techniques. Following are offered as possible steps, which may be taken:

- a. Relative to area drainage, excavated material shall be stored on upstream side of trenches.
- b. Straw or hay bales, sandbags, or silt fences placed in drainage channels or at toe of excavation storage piles to serve as sediment dams.
- c. Earthen dam with a controlled discharge such as overflow pipe, used as a sedimentation pond.
- d. Route runoff around excavated areas and excavated storage piles.
- e. Mulching with straw and hay, and jute netting, or other mattings, blankets, and netting.
- f. Sod or riprap.
- g. Temporary seeding.

### 3.11 DISPOSAL OF EXCESS AND WASTE MATERIALS

#### A. Removal From OWNER'S Property:

1. Remove all waste materials, including excavated material classified as unsatisfactory soil material, trash, debris, and excess excavated material from the OWNER'S property in accordance with Section 02110 - Site Clearing.

### 3.12 COMPACTION SCHEDULE

#### A. Special Backfill Material:

1. Maximum 6" compacted depth per lift.
2. Compact to minimum 98 percent of maximum density.

#### B. Topsoil:

1. Maximum 4" compacted depth per lift.
2. Compact to minimum 85 percent of maximum density.

**END OF SECTION**



**SECTION 02231****AGGREGATE BASE COURSE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Aggregate Base Course.
- B. Specific Bid Items
  - 1. Aggregate Base Course

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01400 - Quality Control.
- D. Section 02207 – Aggregate Materials.
- E. Section 02230 - Rough Grading.
- F. Section 02540 – Hot Mix Asphalt Paving.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**1.04 MATERIAL RECORD**

- A. Regardless of method of measurement and payment specified CONTRACTOR shall furnish supplier weight tickets in accordance with Section 01025 - Measurement and Payment, Article 1.05, Paragraph G for all materials furnished under this section.

**PART 2 PRODUCTS**

## 2.01 AGGREGATE MATERIALS

- A. Crushed Stone Aggregate: Class A Crushed Stone as specified in Section 02207- Aggregate Materials.

**PART 3 EXECUTION**

## 3.01 EXAMINATION

- A. Verify substrate (subgrade) has been inspected, gradients and elevations are correct, and dry.
- B. **All subgrade areas to receive Aggregate Base Course shall be inspected and approved by OWNER in writing before commencing with Aggregate Base Course placement operations.** Any areas which receive Aggregate Base Course prior to inspection and approval of finished subgrade elevations by OWNER in writing shall not be eligible for payment unless otherwise agreed to by OWNER in writing.
- C. If deemed necessary by CONTRACTOR, grade hubs (blue tops) will be set along center line of roadway or areas to receive Aggregate Base Course as necessary to facilitate finish grading of subgrade. Where paving hubs have been established behind back of curb, said hubs shall be used to facilitate finished grading of subgrade along roadway edges.
- D. Finished (top) surface elevation of subgrade shall be within plus or minus 0.04 feet of plan elevation.
- E. All stones (>2"), clods, debris, and foreign matter shall be removed from the surface of the subgrade and properly disposed of by CONTRACTOR in accordance with Section 02110 - Site Clearing and Removals prior to placing Aggregate Base Course.

## 3.02 PREPARATION OF SUBGRADE

- A. Prepare subgrade in accordance with Section 02230 – Rough Grading.
  - 1. The intent of this specification is to provide a uniform subgrade condition which may require the blending of subgrade soils prior to the placing of the Aggregate Base Course.
  - 2. Before placing Aggregate Base Course, the track area shall be constructed to grade and scarified and blended to a minimum depth, as noted in Section 02230 – Rough Grading.
  - 3. Reclaimed track surfacing, if thoroughly broken up, mixed and spread over the subgrade area, shall be used for embankment purposes.

4. The density in the top 6 inches of the subgrade shall be that attained in accordance with the requirements of Section 02230 – Rough Grading.
5. To check for stability in the subgrade, the CONTRACTOR shall test the subgrade with a loaded tandem truck. If rutting occurs, the CONTRACTOR shall take proper actions to correct the subgrade.

### 3.03 CONSTRUCTION OF AGGREGATE BASE COURSE

- A. Construct Aggregate Base Course in accordance with IDOT 2111.03, Paragraph D.
- B. Spread aggregate over prepared subgrade to a total compacted thickness of 6 inches.
- C. Place aggregate in maximum 6 inch layers and roller compact.
- D. Level and contour surfaces to elevations and gradients indicated.
- E. Add small quantities of fine aggregate to course aggregate as appropriate to assist compaction.
- F. Add water to assist compaction. If excess water is apparent, remove aggregate and aerate to reduce moisture content.
- G. Use mechanical tamping equipment in areas inaccessible to compaction equipment.
- H. Compact to 98% of maximum dry density as determined by ASTM D698.

### 3.04 TOLERANCES

- A. Flatness: Maximum variation of 0.02 feet measured with 10 foot straight edge.
- B. Scheduled Compacted Thickness: Within 0.02 feet.
- C. Variation from True Elevation: Plus 0.0 feet to -0.05 feet.

### 3.05 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed in accordance with Section 01400 - Quality Control.
- B. Compaction testing shall be performed in accordance with ASTM D698 and ASTM D6938.
- C. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no additional cost to the OWNER.

- D. Frequency of Tests:
1. Every 1,000 square yards of Aggregate Base Course placed.
  2. Every 250 tons of Aggregate Base Course placed.
  3. Three tests minimum.

### 3.06 SCHEDULES

- A. Under Hot Mix Asphalt Pavement:
1. Compact placed aggregate materials to achieve 6" total compacted thickness, with compaction to 98 percent of maximum dry density.

**END OF SECTION**

**SECTION 02540****HOT MIX ASPHALT PAVING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Hot Mix Asphalt (HMA) paving; Base Course and Surface Course.
- B. Specific Bid Items
  - 1. Hot Mix Asphalt Mixture, 300K ESAL, 1" Overlay
  - 2. Hot Mix Asphalt Mixture, 300K ESAL, Base Course 2
  - 3. Hot Mix Asphalt Mixture, 300K ESAL, Surface Course, 2"

**1.02 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION**

- A. Not applicable this project.

**1.03 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 02231 – Aggregate Base Course.
- D. Section 02578 – Synthetic Track Surfacing.

**1.04 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specification, and all supplemental specifications dated thereafter.

**1.05 PERFORMANCE REQUIREMENTS**

- A. Paving: Designed for light duty commercial vehicles.

**1.06 QUALITY ASSURANCE**

- A. Perform Work in accordance with IDOT 2303.03.

- B. Paving Plant Equipment: Conform to IDOT 2001.22.
- C. Paving Plant Operation: Operate equipment in accordance with IDOT 2303.03.
- D. Obtain materials from same source throughout.

#### 1.07 REGULATORY REQUIREMENTS

- A. Conform to IDOT standards for paving work.

#### 1.08 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base surface temperature is less than 40 degrees F, or surface is wet or frozen.

#### 1.09 LIMITATIONS ON OPERATIONS

- A. Protection of Roadways:

1. All dump trucks used for construction purposes on this project shall be limited to Class 6 – Three-Axle Single-Unit Trucks, Class 7 – Four or More Axle Single-Unit Trucks. More than four axles will be limited to Pusher Axles only. Super dumps utilizing a Strong Arm<sup>®</sup> Trailing Axle will not be allowed on City / Municipal streets or roadways used for access to the construction site or roadways which are being improved, reconstructed or resurfaced. In accordance with current Iowa Code as modified by House File 416 all trucks shall be limited to axle weights as follows:
  - a. No single axle shall carry a gross weight in excess of 20,000 pounds.
  - b. For axle spaced 40 inches apart but not more than 8 feet apart, 34,000 pounds shall be the Maximum Gross Weight for the two axles, but no more than 20,000 pounds on either individual axle.
  - c. Total Maximum Gross Weight for a dump truck with a single steering axle, tandem rear axles and up to three pusher axles shall be 62,000 pounds.

#### 1.10 MATERIAL RECORD

- A. Regardless of method of measurement and payment specified CONTRACTOR shall furnish supplier weight tickets in accordance with Section 01025 - Measurement and Payment, Article 1.05, Paragraph G for all materials furnished under this section.



**PART 2 PRODUCTS****2.01 MATERIALS**

- A. Asphalt Binder:
1. Petroleum Asphalt Binder shall be in accordance with IDOT 4137.
  2. Asphalt Binder:
    - a. Base Course Performance Grade Asphalt: PG 58-28
    - b. Surface Course Performance Grade Asphalt: PG 58-28
  3. Estimated basic bitumen as percentage by weight of total mixture:
    - a. Asphalt Binder - Base Course: 6%.
    - b. Asphalt Binder - Surface Course: 6%.
- B. Primer: MC-70.
- C. Tack Coat: CSS-1 conforming to IDOT 2303.02.
- D. Mineral Filler: Portland Cement or Pulverized Limestone; IDOT 4127.05.
- E. Fine and Coarse Aggregates: Sound, angular, crushed stone, gravel or slag;
1. IDOT 4127.02 for Coarse Aggregate.
  2. IDOT 4127.03 for Fine Aggregate.
- F. Total Aggregate: Percentage range by weight passing sieve:

	Asphalt Concrete Base Course	Asphalt Concrete Surface Course
<u>Sieve Size</u>	<u>3/4" Mixture Size</u>	<u>1/2" Mixture Size</u>
1"	100	---
3/4"	98-100	100
1/2"	76-92	92-100
3/8"	60-85	70-91
No. 4	42-67	50-72
No. 8	30-53	36-57
No. 30	14-32	16-34
No. 200	4-7	4-7

1. Base Course:
  - a. Minimum percentage of crushed particles: 45.
  - b. Plasticity index not greater than 4.
  - c. Minimum mineral filler (clay) content of portion of aggregate passing No. 200 sieve: 40%.

2. Surface Course:
  - a. Minimum percentage of crushed particles: 60.
  - b. Minimum mineral filler (clay) content of portion of aggregate passing No. 200 sieve: 40%.
- G. RAP
  1. Certified Recycled Asphalt Pavement (RAP) materials meeting the requirements of IDOT 2303.02, Paragraph C, Subparagraph 6a may be used on this project for Base Course construction only.

## 2.02 MIXING FORMULA

- A. Certify that sources of aggregates and bitumen are IDOT approved. Provide analyses of samples of materials to be used.
- B. Provide preliminary proportion of each aggregate to be used in combined aggregate; proportion so that gradation of combined aggregate falls entirely within middle 50% of percentage range for each sieve size specified hereinbefore; establish gradation limits for production of various aggregates such that when combined, mixture gradation will fall within middle 75% of percentage range for each sieve size of mixture size selected.
- C. Base Course: HMA 300K B 3/4" Type A or B Aggregate, Compaction Standard - N7, 68, 104, 45% crushed particles.
- D. Surface Course: HMA 300K S 1/2" Type A or B Aggregate, Compaction Standard - N7, 68, 104, 60% crushed particles.
- E. Overlay Course: HMA 300K S 1/2" Type A or B Aggregate, Compaction Standard N7, 68, 104, 60% crushed particles.

## 2.03 SOURCE QUALITY CONTROL

- A. Provide mix design for asphalt under provisions of Section 01300 - Submittals.
- B. Submit proposed mix design for review 8 days prior to commencement of work.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify base conditions under provisions of Section 01039 - Coordination and Meetings.

- B. Verify that compacted subgrade and existing pavement is dry and ready to support paving and imposed loads.
- C. Verify gradients and elevations of base are correct.
- D. Surface must be dry prior to application of tack coat, primer, and HMA paving.

### 3.02 SUBBASE

- A. Aggregate Base Course: Base shall be constructed in accordance with Section 02231 – Aggregate Base Course.

### 3.03 PREPARATION – PRIMER

- A. Apply primer as specified herein.
- B. Apply primer on Aggregate Base Course at uniform rate of 0.3 gal/sq yd.
- C. Apply primer to contact surfaces of curbs only.
- D. Use clean sand to blot excess primer.
- E. Primer bitumen shall be applied to the full width of surface to be treated, including fillets at intersecting roads and drives, before binder bitumen for the surface course is applied. Primer bitumen shall be applied only when the road surface appears surface dry and is warm enough to obtain proper penetration. Primer bitumen shall not be applied when the temperature on the road surface is below 40 degrees F.
- F. If portions of the primer bitumen fail to adhere to the road surface because of dust, loose material, or moisture or if the surface becomes displaced or rutted by traffic, the ENGINEER may require these portions to be thoroughly cleaned and primed at the contract price for primer bitumen.
- G. The primer bitumen shall be allowed to penetrate thoroughly at least 24 hours after application before construction traffic is permitted upon it or before the Base Course is placed.

### 3.04 PREPARATION - TACK COAT

- A. Apply Tack Coat in accordance with IDOT 2303.03, Paragraph C, Subparagraph 2.b.
- B. Apply Tack Coat on asphalt surfaces at uniform rate of 0.02 - 0.05 gal/sq. yd.
- C. Apply Tack Coat to contact surfaces of curbs only.

## 3.05 HANDLING AND DELIVERY

- A. Control handling and manipulation of hot asphaltic concrete paving mixture from mixer to final spread to maintain uniform composition; prevent segregation of coarse particles.
- B. Maintain continuous and uniform delivery rate to provide least amount of stopping of spreading unit.
- C. Do not use cleaning solutions such as kerosene, distillate or petroleum fractions over pavement surfaces.
  - 1. Do not carry such cleaning solutions on spreading unit.
  - 2. Wait 5 hours before using spreader unit after cleaning with above materials.
- D. Keep hand tools clean by heating and scraping.

## 3.06 PLACING HMA PAVEMENT - SINGLE COURSE OVERLAY

- A. Perform Work in accordance with IDTO 2303.
- B. Apply Tack Coat in accordance with Article 3.07 to all existing or existing milled HMA pavement prior to placing HMA mix.
- C. Place HMA pavement within 24 hours of applying Tack Coat.
- D. Place 1-inch compacted thickness.
- E. Spread with finishing machine in areas of uniform width.
- F. Adjust forward speed of finishing machine as necessary to provide least amount of stopping.
- G. Use string line to maintain edge alignment.
- H. At exposed edges, slop Surface Course at 45 degree angle from vertical; smooth and compress with finishing machine.
- I. Make provisions for clean, sharp edges by sawing or other means.
- J. Do not rake or disturb layer spread by machine; do all hand raking in area before placement with finishing machine.
- K. Surfaces requiring two or more adjacent passes of finishing machine:
  - 1. Outer lanes laid first.

- 2. Closure of surface made by interior lanes near centerline.
- L. Surfaces requiring two adjacent passes of finishing machine; complete to full width within 24 hours.
- M. Spread no more HMA paving mixture than can be finished in daylight hours.

### 3.07 PLACING HMA PAVEMENT - DOUBLE COURSE

- A. Contract work in accordance with IDOT 2303.
- B. Place HMA Base Course not less than 24 hours and not more than 48 hours of applying primer.
- C. Place HMA Base Course to 2" compacted thickness.
- D. Place HMA Surface Course within two days of placing and compacting Base Course.
- E. Apply Tack Coat in accordance with Article 3.04 to new Base Course if more than 2 days elapse between placement of Base Course and Surface Course.
- F. Place Surface Course to 2" compacted thickness.
- G. Spread with finishing machine in areas of uniform width.
- H. Adjust forward speed of finishing machine as necessary to provide least amount of stopping.
- I. Use string line to maintain edge alignment, where curb and gutter is not present.
- J. At exposed edges, slope base and surface courses at 45-degree angle from vertical; smooth and compress with finishing machine.
- K. Make provisions for clean, sharp edges by sawing or other means.
- L. Do not rake or disturb layer spread by machine; do all hand raking in area before placement with finishing machine.
- M. Allow base course to cool to air temperature before placing surface course.
- N. Surfaces requiring three or more adjacent passes of finishing machine:
  - 1. Outer lanes laid first.
  - 2. Closure of surface made by interior lanes near centerline.

- O. Surfaces requiring two adjacent passes of finishing machine; complete to full width within 24 hours.
- P. Spread no more HMA than can be finished in daylight hours.
- Q. If surface of layer becomes dirty, clean and reapply tack coat, at no expense to OWNER, to provide bond for succeeding course.

### 3.08 HAND SPREADING

- A. Use hand method of spreading only in areas not accessible to finishing machine.
- B. Do not dump truckloads of HMA on area to be hand spread.
- C. Spread uniformly with hot rakes and shovels; smooth with lute.
- D. Use hand rakes designated for use with asphalt mixtures.
- E. Do not stand on loose mixture while raking.

### 3.09 ROLLING

- A. Roll each layer to proper density.
- B. Use power or driving roll for initial contact.
- C. Begin at edge and work toward centerline; reverse trip lapping 2/3 to 3/4 of previous track.
- D. Stagger ends of roller tracks not less than 3' in a manner that tracks will not hold water on surface.
- E. Do not pass roller over end of Base Course or Surface Course unless lying has been discontinued.
- F. Following initial rolling, start intermediate rolling to close surface tears and voids.
- G. Roll entire area not less than four times.
  - 1. Roll until pavement has a density not less than 95% of density obtained in laboratory on mixture. Do not displace or extrude pavement from position. Hand compact in areas inaccessible to rolling equipment.
- H. Develop rolling with consecutive passes to achieve even and smooth finish, without roller marks.

### 3.10 JOINTS

- A. Separate longitudinal construction joints in Base Course or Surface Course at least 3".
- B. Separate transverse construction joints between lifts at least 6'.
- C. Pave along longitudinal joints to secure closure of joint and full compression of mixture with smooth surface after compaction.
- D. Saw transverse joints at right angles to centerline of pavement.
- E. Provide paper or burlap under ramp at end of day's run.

### 3.11 TOLERANCES

- A. After second rolling, check Base Course and Surface Course with 10' straight edge in direction of rolling.
- B. Pavement shall be finished to provide a smooth surface.
- C. Flatness: Maximum variation of 1/8" measured with 10-foot straight edge in any direction.
- D. Scheduled Compacted Thickness: Within 1/4".
- E. Variation from True Elevation: Within 0.02 feet.
- F. For variations greater than 1/4" in Base Course and 1/8" in Surface Course: heat bumps to soften mixture; smooth with rakes; roll to obtain proper density.
- G. For depressions 1/2" or smaller: heat and loosen surface; add mixture free of coarse particles; rake to proper elevation and roll to obtain proper density.
- H. For depressions greater than 1/2": remove HMA paving mixture; replace with fresh mixture; compact and roll to proper density.

### 3.12 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400 - Quality Control.
- B. OWNER or Testing Firm may require CONTRACTOR to cut as many as two samples per day and test from any course or from finished pavement in accordance with IDOT

Section 2303.03; cut additional samples as directed by OWNER or Testing Firm if deficiencies occur in pavement thickness or density.

- C. Upon completion of paving Surface Course, CONTRACTOR to water flood the surface with the use of a water truck. If after 30 minutes on a 70° F day "bird baths" are evident in a depth more than 1/8" the CONTRACTOR, polyurethane surfacing contractor, and OWNER's representative will determine the best method of correction. After any corrections, the surface shall not allow water to stand greater than 1/16" deep one (1) hour after a flood test has been performed.

### 3.13 DEFECTS OR DEFICIENCIES

#### A. Repairs Required

1. Remove and replace or repair pavement containing excessive cracks, deformities, deficiencies, or other defects at no additional cost to the OWNER. The method of replacement or repair will be determined by the ENGINEER. Extended guarantee may be approved by the ENGINEER.
2. Areas to be replaced will be determined by the ENGINEER. Complete all repairs as directed by ENGINEER.

#### B. Density Deficiencies:

1. The ENGINEER, at his discretion, will obtain and test 7 samples for each lot according to Iowa DOT Materials I.M. 204 Appendix F. The quality index for density of each lot will be determined by the following formula:

$$\text{Density (Q.I.)} = \frac{(\text{Average } G_{mb})_{\text{Field Lot}} - ((\% \text{ Density})_{\text{Specified}} \times (\text{Average } G_{mb})_{\text{Lab Lot}})}{(\text{Standard Deviation } G_{mb})_{\text{Field Lot}}}$$

where  $G_{mb}$  = bulk Specific Gravity of the mixture

2. Payment will be adjusted according to the density requirements of Table for the quality index for density determined for the lot:

#### Pay Factor for HMA Pavement Density

Density Index 7 Samples <sup>1</sup>	Percent Payment
greater than 0.72	100
0.40 to 0.72	95
0.00 to 0.39	85
less than 0.00	75 Maximum

<sup>1</sup>Or 6 samples and 1 outlier. Only one outlier will be allowed.

No Incentive Payment for pavement density will be made.



## C. Thickness Deficiencies:

1. The ENGINEER, at his discretion, will measure the cores according to Iowa DOT Materials I.M.337. All areas of uniform and similar thickness and width for the project will be divided into lots.
2. The thickness of the completed course will be measured to the nearest 1/8 inch, exclusive of seal coat. All areas of uniform and similar thickness and width for the project will be divided into lots. The frequency specified for taking density samples from the surface lift will be used when measuring for completed thickness. However, samples that may not be tested for density because they are less than 70% of the intended thickness will be used for thickness, and in these particular instances, the additional samples of sufficient thickness that are used for density tests will not be measured for thickness. Thickness samples will be taken full depth of the completed course and after measurement; remove the density samples for the top layer from the core. If any of the measurements for a lot is less than the designated thickness, the quality index for thickness of that lot will be determined by the following formula:  

$$\text{Thickness (Q.I.)} = \text{Avg. Thickness} - (\text{Design Thickness} - 0.50) \frac{\text{Max Thickness} - \text{Minimum Thickness}}{\text{Design Thickness} - 0.50}$$
3. Payment will be further adjusted by the appropriate percentage according to the quality index for thickness determined for that lot and the following table:

**Pay Factor for HMA Pavement Thickness**

<b>Thickness Index 7 Samples</b>	<b>Percent Payment (Previously Adjusted for Density)</b>
greater than 0.34	100
0.14 to 0.34	95
0.00 to 0.13	85
less than 0.00	75 Maximum

No incentive payment for pavement thickness will be made.

## 3.14 PAYMENT ADJUSTMENT

- A. Measurement and Payment adjustments will be made in accordance with Section 01025 – Measurement and Pavement.
- B. Sampling will be the responsibility of the OWNER or ENGINEER.

## 3.15 LIMITATIONS ON OPERATIONS

- A. Do not apply Hot Mix Asphalt paving mixtures at pavement temperatures of less than 40 F.; do not apply to wet or damp surface.

- B. Place no Hot Mix Asphalt paving mixtures between November 15 and April 30 of following year without written approval of OWNER.

3.16 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury for 1 day.

**END OF SECTION**

**SECTION 02576****PAVEMENT SCARIFICATION AND RECYCLING****PART 1 GENERAL****1.01 SECTION INCLUDES****A. General**

1. Removal of existing synthetic rubber surfacing materials.
2. Scarifying the surface of asphalt in preparation for HMA resurfacing as a part of the contract or synthetic rubber surfacing as part of a separate contract.
3. For the purpose of this specification, scarification is a general term meaning removal of a pavement surface, in accordance with the contract documents, by milling with cold planing equipment. When complete removal of asphaltic material is intended, the contract documents may allow this removal by other methods and equipment.

**B. Specific Bid Items**

1. Remove Existing Synthetic Rubber Surfacing
2. Mill Existing HMA Pavement

**1.02 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION**

- A. Not applicable to this project.

**1.03 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 02540 - Hot Mix Asphalt Paving.
- D. Section 02578 - Synthetic Rubber Surfacing.

#### 1.04 REFERENCES

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

#### 1.05 QUALITY ASSURANCE

- A. Perform work in accordance with IDOT 2214 and Municipality of Charles City.
- B. Scarifying Equipment: Conform to IDOT 2001.16.

#### 1.06 REGULATORY REQUIREMENTS

- A. Conform to IDOT Standards for scarification work.

#### 1.07 ENVIRONMENTAL REQUIREMENTS

- A. Use water as necessary to minimize flying dust particles.

### **PART 2 PRODUCTS**

#### 2.01 MATERIALS

- A. Not applicable.

#### 2.02 CONSTRUCTION EQUIPMENT

- A. Scarifying equipment shall be capable of removing the pavement surface to the necessary depth. The width shall be such that not more than two passes will be necessary in each traffic lane. The scarifying width should be suitable for the CONTRACTOR'S method of operation, and, except for very short or irregular sections, equipment shall be controlled automatically by a two point control with a minimum distance between control points of 15 feet.
- B. A rotary broom described in IDOT Article 2001.14 shall be used to clean the surface.

### **PART 3 EXECUTION**

#### 3.01 EXAMINATION

- A. Verify limits of scarification area.
- B. Verify intended depth of scarification.

### 3.02 SCARIFICATION

- A. The contract documents will show the intended depth of scarification and/or the taper or cross section, and the surface shall be scarified as required.
- B. Scarification cuts shall be in reasonably straight lines.
- C. Water shall be used as necessary to minimize flying dust particles.
- D. The scarification shall be continued across bridges only as shown in the contract documents.
- E. Scarify entire area designated.
- F. For extremely irregular areas occasional skips will be allowed. It is intended that at least 98 percent of each 100 feet of track shall have synthetic subber surfacing removed.
- G. When a cross section of the scarified surface is shown in the contract documents, the surface shall be scarified accordingly.
- H. All scarifying operations shall be controlled to provide a surface that is true within a nominal tolerance of 1/4 inch, and 1/4 inch at longitudinal joints where adjacent passes meet. The profile may be inspected by checking with a 10 foot surface checker placed parallel to the center line, and variations greater than 1/4 inch shall be corrected.
- I. Debris from scarification shall be removed from the pavement surface immediately and shall become the property of the CONTRACTOR to dispose of properly.
- J. The scarified surface shall be swept with a rotary broom promptly.

### 3.03 LIMITATIONS

- A. The CONTRACTOR shall use every reasonable means to protect persons and vehicles from injury or damage that might occur during the construction period.
- B. During the construction, the CONTRACTOR shall provide such traffic control as required by the contract documents. IDOT Articles 1107.08 and 1107.09 shall also apply.
- C. The road shall be kept open to traffic unless otherwise indicated.
- D. Except when an accelerated work schedule is required, no work will be permitted on Sundays or holidays.

- E. Equipment shall not extend into a lane open to traffic except the minimum distance necessary to scarify and clean the surface to the center line or lane line.
- F. Foamed material in existing pressure relief joints shall be removed prior to removal of the HMA surface. This material shall be removed from the project in accordance with IDOT Article 1104.08.
- G. Scarification shall be to full width of the pavement.
- H. Preliminary scarifying may be done to obtain representative samples.
- I. The CONTRACTOR shall take such additional precautions as necessary for safety during the operation. The CONTRACTOR shall hold the OWNER and ENGINEER harmless of any damage or loss resulting from an accident, during the scarifying operation, caused by failure to fulfill the obligations as outlined in these requirements.

**END OF SECTION**

**SECTION 02578****SYNTHETIC RUBBER SURFACING****PART 1 - GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Single layer 13mm, permeable black mat track system consisting of SBR granules bound in polyurethane.
  - 2. Sprayed on Surface Layer (Alternate)
- B. Specific Bid Items
  - 1. Synthetic Track Surfacing

**1.02 RELATED SECTIONS**

- A. Section 01019 – Contract Considerations.
- B. Section 01025 – Measurement and Payment.
- C. Section 01400 - Quality Control.
- D. Section 02540 – Hot Mix Asphalt Paving.
- E. Section 02580 – Pavement Marking.

**1.03 CODES AND STANDARDS**

- A. Codes and Standards: Follow the current guidelines set forth by:
  - 1. International Associations of Athletics Federation (IAAF) Field Manual
  - 2. National Collegiate Athletic Association (NCAA) Track and Field Rules
  - 3. National Federation of State High School Associations (NFHS)
  - 4. American Sports Builders Association (ASBA) Construction Manual and Track Construction Guidelines

**1.04 SUBMITTALS**

- A. Submit under provisions of Section 01300 – Submittals.
- B. Product Data:
  - 1. Submit three (3) sets of manufacturer's product data sheets including installation guidelines and maintenance guidelines.

2. Submit three (3) representative track samples in the color of surfacing to be installed.
3. Submit Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) for all individual components of the track system to be installed.
4. Submit evidence that the synthetic track surfacing contractor is a member of the American Sports Builders Association (ASBA)

#### 1.05 SUBSTITUTIONS

- A. Request for deviations or substitutions from the specifications must be made in writing seven (7) days prior to the bid date. Complete product data including specifications, application rates, mixing instructions and sample shall be sent with the request to the OWNER for evaluation.

#### 1.06 QUALITY ASSURANCE

- A. The track surface installer shall be authorized by the Manufacturer and possess a minimum of ten (10) years' experience installing the specified system.
- B. The supervisor of the installing company shall have ten (10) years' experience in surfacing with the specified synthetic system. A letter of certification must be provided upon request by the OWNER.
- C. The manufacturer must offer a minimum of four (4) IAAF track systems successfully completed.
- D. All material components must be procured and manufactured from a single source.
- E. All polyurethanes used must be manufactured by an ISO 9001 and ISO 14001 Certified Company.

#### 1.07 SITE CONDITIONS

- A. Weather: Surfacing shall not begin if rain is imminent, if gusting winds are occurring, or when the threat of freezing exists within 24 hours.
- B. Site: During any surfacing and striping, sprinkler systems must be shut off or controlled so that no water falls on the track or event area surfaces. Other trades and school district personnel must stay off the wet or curing surface.
- C. Only mix and apply when meeting manufacturers recommended guidelines.



- D. CONTRACTOR shall provide temporary barriers as required to prevent public entry to construction area and to protect adjacent properties from damage during construction operation.

#### 1.08 WARRANTY

- A. Provide manufacturers standard five (5) year warranty from date of acceptance by OWNER. The warranty excludes the following as applicable:
1. Where the materials or the installation is damaged by others or use of improper equipment.
  2. The surface has not been properly maintained according to manufacturer's maintenance instructions and recommendations.
  3. Damage from improper vehicle traffic, other than those specified by manufacturer's use of improper tires, and oil or fuel leaks.
  4. Failure of the asphalt base, concrete, or aggregate subbase.
  5. Defects caused by vandalism, Force Majeure, or natural disasters.

## **PART 2 PRODUCTS**

### 2.01 MATERIALS

- A. Polyurethane Track Surface: 13mm, permeable black mat track system consisting of SBR granules bound in polyurethane.
- B. Materials Include:
1. Polyurethane Primer
  2. SBR Rubber Granules - Color Black
  3. Polyurethane Binder - Color Black

### 2.02 SUPPLIERS AND PRODUCTS

- A. Supplier shall include the following:
1. Advanced Polymer Technology (Spurtan B), Fisher Tracks (Poly Mat 5K), or equal.

### 2.03 PRODUCT AND MATERIAL DESCRIPTION

- A. A single layer 13mm, permeable black mat track system consisting of SBR granules bound in polyurethane.
- B. Primer: Primer shall be high quality polyurethane primer compatible with Hot Mix Asphalt and synthetic track surfacing materials. With OWNERS approval the polyurethane primer may be diluted to ensure proper penetration of the existing surface.

- C. Rubber (Black SBR): Rubber shall be specifically graded Styrene Butadiene Rubber (SBR) with a controlled gradation between 0.1 mm to 3.0 mm. SBR is to be dried to no less than 2.5% moisture and sealed in bags. Dust and rubber particulate smaller than a No. 200 sieve size shall not exceed 4% of the total rubber volume.
- D. Polyurethane Binder: The Polyurethane Binder shall be high quality polyurethane black in color. The Polyurethane Binder shall be 100% solids. No asphalt emulsions or epoxies are allowed.

#### 2.04 DELIVERY AND STORAGE

- A. Materials should be delivered in manufacturer's container to maintain clean and dry conditions. See Manufacturer's guidelines for temperature requirements for the locale of installation. All polyurethane binder shall be delivered in new unopened containers clearly labeled by the manufacturer.
- B. The CONTRACTOR shall provide a secure, clean, dry location for storage of materials at temperatures above 50 degrees F. Under no circumstances should materials be stored outside unless fully protected from moisture with 10 mil polyethylene barrier and tarpaulin. All materials stored outside shall be inspected by dealer for moisture contamination before application.

#### 2.05 ALTERNATE BID

- A. Suppliers and Products
  - 1. Advanced Polymer Technology (Spurtan BS), Fisher Tracks (Poly Mat SS 10K), or equal.
- B. Materials Include:
  - 1. Polyurethane Primer
  - 2. SBR Rubber Granules – Color Black
  - 3. Polyurethane Binder – Color Black
  - 4. Surface Layer- Polyurethane and colored EPDM granules applied by spray to provide a structural wearing course (topcoat) – Color Red
- C. Product and Material Description
  - 1. A two-layer 13mm, Permeable Spray Coat Track System
  - 2. Primer: Primer shall be high quality polyurethane primer compatible with Hot Mix Asphalt and synthetic track surfacing materials. With OWNERS approval the polyurethane primer may be diluted to ensure proper penetration of the existing surface.
  - 3. Rubber (Black SBR): Rubber shall be specifically graded Styrene Butadiene Rubber (SBR) with a controlled gradation between 0.1 mm to 3.0 mm. SBR is to be dried to no less than 2.5% moisture and sealed in bags. Dust and rubber

- particulate smaller than a No. 200 sieve size shall not exceed 4% of the total rubber volume.
4. Polyurethane Binder: The Polyurethane Binder shall be high quality polyurethane black in color. The Polyurethane Binder shall be 100% solids. No asphalt emulsions or epoxies are allowed.
  5. Wear Course (Topcoat): Permeable Spray Coat made up of polyurethane and colored EPDM granules. The colored EPDM rubber for the structural spray shall have a gradation of 0.5 mm to a maximum of 3 mm with typical applications being 0.5 mm to 1.5 mm.

### **PART 3      EXECUTION**

#### **3.01    EXAMINATION**

- A. The CONTRACTOR shall verify that all asphalt / concrete paving meets all dimensional accuracy, strength, and compaction. Notify OWENR of any deficiencies. Recommended compaction of asphalt and subbase is 95%.
- B. The CONTRACTOR shall verify that all asphalt / concrete work meets all required tolerances. Notify OWENR of any deficiencies.
- C. If 'bird bathes' are evident in a depth more than 1/8" the surfacing contractor, the owner's representative, and the paving contractor shall meet to determine the best method of correction.
- D. Entire surface shall be clean and free of all dirt, oil, grease or any other foreign residue. It is the responsibility of the surfacing contractor to ensure that the surface is thoroughly clean in all areas of the new and / or existing asphalt as necessary to ensure adhesion of the track surface.
- E. Minimum curing time for HMA paving prior to beginning of surfacing is 21 days for new asphalt paving.
- F. Beginning installation of synthetic track surface stipulates track installer "accepts" existing conditions. Adhesion to the existing surface is the surfacing contractor's responsibility.

#### **3.02    LIMITATIONS**

- A. Apply the synthetic surfacing material only during favorable weather conditions. Work is to proceed only when adequate curing can be guaranteed by the manufacturer and installer.

- B. During surface installation and striping all sprinkler systems shall be shut off or controlled so that no water falls on the track or event surfaces.
- C. All materials shall be installed in strict compliance with the manufacturer's specifications and instructions.
- D. The CONTRACTOR shall be responsible to have the entire track area, and other pertinent areas such as football field, concessions, etc., closed and secured of all activities 24 hours per day through the curing and completion of the synthetic track surface.

### 3.03 APPLICATION PROCEDURES - SYNTHETIC RUBBER SURFACING

- A. The entire surface shall be clean and free of dirt, oil, grease or any other residue upon arrival of the installation team. Any dirt, etc. shall be pressure washed off the base by the general contractor.
- B. Prime entire surface area with a compatible synthetic primer. Mask and protect adjacent structures, as required. Primer shall dry to a tack-free condition, but no longer than 24 hours, for application of basemat. Apply polyurethane primer uniformly at a rate of 0.25 – 0.30 lbs./sy. Minimum cure time of 30 minutes is required before application of the basemat.
- C. The black SBR rubber granules shall be bound by moisture cured liquid synthetic, compatible with the rubber. Mix the rubber granules and binder until all rubber is thoroughly coated. The mixing ratio of rubber to binder shall not be less than 5 parts rubber to 1 part binder as determined by the weight of the products. The materials shall be prepared in a mechanical mixer until a homogenous mix is obtained.
- D. Transport onto the track and apply using a paving machine that is specifically designed for this type of application. The track surfacing shall be paved with a specially designed track paving machine to an average finish depth of 13mm. The consumption rate of the rubber granules shall be approximately 20.0 lbs./sy and the consumption rate of the synthetic binder shall be approximately 4.0 lbs./sy. No machine sprayed base mat systems will be allowed.
- E. The cured edge of each joint shall be primed with the synthetic track surface binding agent prior to the laying of the adjacent base mat. All joint work shall be troweled flush with the adjacent mat.
- F. Trowel Work: All seams shall be troweled smooth within the pot life of the material. All edges shall be straight and rounded by turning the trowel. All cold dry seams shall be cut straight at an inward angle and primed prior to commencing with subsequent work.

**3.04 APPLICATION PROCEDURES - SPRAYED ON SURFACE LAYER**

- A. According to the Manufacturer's Specifications a weighed quantity of the two-component parts (A&B) of the structural spray shall be mixed thoroughly. The specified quantity of colored EPDM granules shall then be added to this mixed material and mixed thoroughly.
- B. The mixed structural spray material is then to be placed into a spray machine and the material shall be applied to the Base Layer. A second coat of sprayed material shall be applied over the first coat sprayed in the opposite direction.
- C. The total rate of application of both coats of spray shall range from 3.2 to 4.0 lbs. per square yard.

**END OF SECTION**



**SECTION 02580****PAVEMENT MARKINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Installation of track striping and markings.
- B. Specific Bid Items
  - 1. Pavement Markings

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01300 - Submittals.
- D. Section 01400 – Quality Control.
- E. Section 02578 – Synthetic Rubber Surfacing.

**1.03 CODES AND STANDARDS**

- A. Codes and Standards: Follow the current guidelines set forth by:
  - 1. International Associations of Athletics Federation (IAAF) Field Manual
  - 2. National Collegiate Athletic Association (NCAA) Track and Field Rules
  - 3. National Federation of State High School Associations (NFHS)
  - 4. American Sports Builders Association (ASBA) Construction Manual and Track Construction Guidelines

**1.04 QUALITY ASSURANCE**

- A. Perform work in accordance with IDOT 2527.03, Paragraph A and D.
- B. Only an experienced Track – Striping Specialist shall perform the striping and installation of track markings.

**1.05 REGULATORY REQUIREMENTS**

- A. Conform to applicable code for disposal of debris.
- B. The CONTRACTOR shall obtain, at his own expense, all permits or licenses, for the use and maintaining of dumps and waste areas.

**1.06 ENVIRONMENTAL REQUIREMENTS.**

- A. Do not apply permanent marking unless the surface is clean and dry and the atmospheric temperature is above 65 degrees F and rising.

**PART 2 PRODUCTS****2.01 MATERIALS**

- A. All line striping and marking paint shall be approved and compatible with synthetic synthetic rubber surfacing.
- B. Line paint shall be a pigmented two-component synthetic paint.

**2.02 DELIVERY AND STORAGE**

- A. Materials should be delivered in manufacturer's container to maintain clean and dry conditions. See Manufacturer's guidelines for temperature requirements for the locale of installation.
- B. The CONTRACTOR shall provide a secure, clean, dry location for storage of materials at temperatures above 50 degrees F. Under no circumstances should materials be stored outside unless fully protected from moisture with 10 mil polyethylene barrier and tarpaulin. All materials stored outside shall be inspected by dealer for moisture contamination before application.

**2.03 EQUIPMENT**

- A. Equipment to be used shall be line striping machines specifically made for purposes of painting track lines on synthetic synthetic track surfaces. Equipment shall be self-propelled with appropriate line guides and adjustable line width guide.



**PART 3 EXECUTION****3.01 PREPARATION OF SURFACE**

- A. Preparation of surface prior to application of paint shall be in accordance with IDOT 2527.03, Paragraph A.

**3.02 REMOVAL OF EXISTING PAINT MARKINGS**

- A. Not applicable this project.

**3.03 LAYOUT OF MARKINGS**

- A. Layout of lines and markings will be done prior to painting and will be as shown on plans.
- B. Provide lane lines, starting lines, and markings required, and conform to the standards for track construction as prescribed by the applicable governing body.
- C. CONTRACTOR shall verify with the ENGINEER and OWNER the exact locations, size, shape and color of the lines and markings before proceeding with markings and striping.
- D. Calculations shall be made to the nearest 0.0001'. These shall be rounded to the nearest 0.01' for marking.
- E. A transit or theodolite capable of reading direct to 20 seconds shall set the angles.
- F. Measurements shall be made with a steel tape in engineering scale that will read directly to 0.01'.
- G. All lane lines shall have a width of 5cm (approx. 2").
- H. All measurements and calculations shall be made by an IAAF, NCAA or N.F.S.H.S.A. certified surveyor for track and field event layout.

**3.04 APPLICATION OF MARKINGS**

- A. The markings shall be prepared and applied in accordance with IDOT 2527.03, Paragraph D.
- B. The pavement markings to be applied on this project will be permanent pavement markings.

3.05 LIMITATIONS

- A. All limitations shall be in accordance with IDOT Table 2527.03-1.

3.06 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.

3.07 PROTECTION

- A. No traffic shall be allowed on the newly painted track surface for a period of one (1) week following completion to allow for complete cure of finished paint system.

**END OF SECTION**

**SECTION 02923****FINISH GRADING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Final grade topsoil for finish landscaping and / or seeding.
- B. Specific Bid Items
  - 1. Topsoil (Contractor Furnished & Installed)
  - 2. Finish Grading & Seeding

**1.02 RELATED SECTIONS**

- A. Section 01019 - Contract Considerations.
- B. Section 01025 - Measurement and Payment.
- C. Section 01400 - Quality Control
- D. Section 02205 - Soil Materials.
- E. Section 02220 - Excavation and Embankment.
- F. Section 02230 – Rough Grading.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**PART 2 PRODUCTS****2.01 MATERIAL**

- A. Imported Topsoil: As specified in Section 02205 - Soil Materials.
- B. Existing Topsoil: Natural, fertile soil capable of sustaining vigorous plant growth, not in frozen or muddy condition. Free from subsoil, slag, clay, stones, lumps, live plants, foreign matter, and any material that may be harmful to plant growth.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify building and trench backfilling has been inspected.
- B. Verify substrate base has been contoured and compacted.

**3.02 SUBGRADE PREPARATION**

- A. Preparation shall not start until outside construction Work has been completed.
- B. Protect existing underground improvements from damage.
- C. Eliminate uneven areas and low spots.
- D. Remove debris, roots, branches, stones, in excess of 1" in size prior to placing topsoil. Remove subsoil contaminated with petroleum products.
- E. Scarify subgrade to depth of 4" where topsoil is scheduled. Scarify in areas where equipment is used for hauling and spreading topsoil and has compacted subsoil.

**3.03 PLACING TOPSOIL**

- A. Place topsoil in areas where seeding will occur to a nominal depth of 4". Place topsoil during dry weather.
- B. Spread evenly, shape, and firm topsoil to a minimum depth of 4". Do not spread topsoil when topsoil or subgrade is frozen, or when excessively wet or dry.
- C. Fine grade topsoil eliminating rough or low areas. Maintain profiles and contour of subgrade.
- D. Remove roots, weeds, rocks and foreign material while spreading.
- E. Manually spread topsoil close to edge of PCC curb to prevent damage.
- F. Thoroughly till soil to a minimum depth of 4" by roto-tilling, disking, harrowing, or other method. Soil shall not be tilled when it is frozen, excessively wet or dry, or otherwise untillable.
- G. Lightly compact placed topsoil.
- H. Remove surplus subsoil from site.

- I. Leave site clean and raked, ready to receive seeding.

### 3.04 FINISH GRADING

- A. Grade to uniformly sloping surfaces and to elevations shown on Drawings.
- B. Slope finish grade to provide positive surface drainage away from buildings and other structures.
- C. Finish grade shall be free of all holes, rills, or gullies caused by erosion or construction operations.
- D. Finished ground level shall be firm to prevent sinkage pockets when watered.
- E. Hand rake finished grade (Topsoil) to remove all stones, clods, concrete debris, or any other foreign matter larger than 1" from ground surface. **All areas to be seeded shall be inspected and approved by OWNER in writing before commencing with seeding or sodding operations.** Any areas seeded prior to inspection and approval of finished grade (Top Soil) by OWNER in writing shall **not** be eligible for payment unless otherwise agreed to by OWNER in writing.
- F. All stones, clods, debris and foreign matter removed from topsoil shall be properly disposed of by CONTRACTOR in accordance with Section 02110 – Site Clearing and Removals.

### 3.05 TOLERANCES

- A. Top of Topsoil: Plan elevation plus or minus 1".

### 3.06 PROTECTION

- A. Protect landscaping and other features remaining as final work.
- B. Protect new curbs.

**END OF SECTION**



**SECTION 02936****SEEDING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. General
  - 1. Preparation of Subsoil.
  - 2. Placing Topsoil.
  - 3. Seeding.
  - 4. Maintenance.
- B. Specific Bid Items
  - 1. Finish Grading & Seeding

**1.02 RELATED SECTIONS**

- A. Section 02205 - Soil Materials.
- B. Section 02220 – Excavation and Embankment.
- C. Section 02230 – Rough Grading
- D. Section 02923 - Finish Grading.

**1.03 REFERENCES**

- A. Most current version of Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction, General Supplemental Specifications, and all supplemental specifications dated thereafter.

**1.04 DEFINITIONS**

- A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

- B. Turfed Areas: Establish turf to limits of graded areas not to be covered by buildings or structures, planting areas, paving, or other surfacing; and on any original turf areas disturbed by new construction.

#### 1.05 MAINTENANCE DATA

- A. Submit under provisions of Section 01700 – Contract Closeout.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer.

#### 1.06 QUALITY ASSURANCE

- A. Supply producer's guaranteed statement of analysis for percentages of mixtures, purity, germination, weed seed content inert material, net weight, year of production, and date and location of packaging of seed.
- B. Supply manufacturer's guaranteed statement of analysis, types of nutrients, and weight of fertilizer.
- C. Test topsoil in accordance with Section 01400 – Quality Control.
- D. Supply written analysis stating N, P, and K requirements, organic matter content, and pH value of soil.

#### 1.07 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of seed mixture.

#### 1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600 – Material and Equipment.
- B. Deliver grass seed in original sealed packages bearing producer's guaranteed statement of analysis for percentages of mixtures, purity germination, weed seed content, and net weight. Packages shall be labeled in conformance to U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act, and seed laws of the State of Iowa. Seed that has become wet, moldy, or otherwise damaged will be rejected.



- C. Fertilizer delivered in waterproof bags shall show weight, chemical analysis, and name of manufacturer.
- D. Fertilizer supplied in closed containers shall be delivered in waterproof bags showing weight, types of nutrients, and manufacturer's guaranteed statement of analysis.
- E. Fertilizer supplied in bulk shall be accompanied by bill-of-lading giving weight, types of nutrients, and certificate of manufacturer's guaranteed statement of analysis, for each shipment.

#### 1.09 COORDINATION

- A. Coordinate work under provisions of Section 01039 – Coordination and Meetings.
- B. Where seeding related work is to be performed by a subcontractor, subcontractor shall either perform all finish grading as specified herein or shall coordinate seeding work with finish grading done by others.
- C. Any seeding related work performed prior to inspection and approval of finished grade (topsoil) by ENGINEER in writing shall **not** be eligible for payment unless otherwise agreed to by ENGINEER in writing.

#### 1.10 MAINTENANCE SERVICE

- A. Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition for two cuttings.

### **PART 2 PRODUCTS**

#### 2.01 SEED SUPPLIERS

- A. Certified by IDOT.
- B. Substitutions: Under provisions of Section 01600 – Material and Equipment.

#### 2.02 SEED MIXTURE

- A. Seed mixture shall be in accordance with IDOT Table 2601.03-3 for rural areas and IDOT Table 2601.03-4 for urban areas.
- B. All seeds shall meet the requirements of IDOT 4169.02.
- C. Seed shall be seed of latest season's crop, State Certified by the State of Iowa.

## 2.03 SOIL MATERIALS

- A. Topsoil: As specified in Section 02205 – Soil Materials.

## 2.04 ACCESSORIES

- A. Mulching Material: Hydraulically applied Bonded Fiber Matrix in accordance with IDOT 4169.07.
- B. Fertilizer:
  - 1. Preplanting fertilizer shall be dry commercial ready-mixed material, produced in pelleted or granular form; uniform in composition and free flowing. Analysis shall be 6 Nitrogen (N) – 24 Phosphorous (P) – 24 Potassium (K).
- C. Water:
  - 1. Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.
  - 2. OWNER will supply adequate supply of potable water on site.

## 2.05 TESTS

- A. Provide analysis of topsoil fill under provisions of Section 01400 – Quality Control.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Testing is not required if recent tests are available for imported topsoil. Submit these test results to the testing laboratory for approval. Indicate, by test results, information necessary to determine suitability.

# PART 3 EXECUTION

## 3.01 PREPARATION OF SUBSOIL

- A. Prepare subgrade / subsoil in accordance with Section 02923 – Finish Grading.

## 3.02 PLACEMENT AND PREPARATION OF TOPSOIL

- A. Place and prepare topsoil in accordance with Section 02923 – Finish Grading.

## 3.03 SURFACE PREPARATION

- A. Finish grade and prepare ground surface (topsoil) for seeding in accordance with Section 02923 – Finish Grading.

### 3.04 EXAMINATION

- A. Verify that prepared topsoil is ready to receive the work of this Section.

### 3.05 FERTILIZING

- A. Apply fertilizer at a rate of 300 lbs/acre in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 3 inches of topsoil by cultivating and work with harrow within 24 hours of seeding; smooth surface to eliminate clods and lumps before seeding.
- E. Lightly water to aid the dissipation of fertilizer.

### 3.06 SEEDING

- A. Apply seed at a rate of 4 lbs per 1000 sq ft evenly in two intersecting directions. Cover seed by rolling with cultipacker, or by dragging or hand raking.
- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Planting Season: March 1 to May 30 or August 10 to September 30.
- D. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- E. Roll seeded area with roller.
- F. Immediately following seeding and compacting, apply mulch in accordance with 3.07 this section. Maintain clear of shrubs and trees.
- G. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

### 3.07 HYDROMULCHING

- A. Hydromulch in accordance with IDOT 2601.03, Paragraph e, Subparagraph 7 .
- B. Apply mulch to seeded areas within 24 hours after seeding.

- C. Apply mulch by hydraulic planter/mulcher that has continuous agitation action keeping mulch mixed in uniform distribution in water slurry until pumped from tank. Mulch shall be applied at rate of 3,000 pounds/acre dry weight.

### 3.08 CLEANUP

- A. Clean up daily during progress of Work and at completion.
- B. Remove from Project site surplus materials and any debris resulting from turfing Work.
- C. Turfed areas shall be neatly dressed and finished. Walks, paved areas, and adjacent walls and windows shall be flushed clean.

### 3.09 MAINTENANCE

- A. Assume responsibility for proper care of turfed areas from time of completion of turfing operations on any part of project and for duration of turf establishment period. Turf establishment period shall be as specified previously.
- B. Costs of reseeding or remulching required because of faulty operations or negligence on part of CONTRACTOR shall be borne by CONTRACTOR. Any areas reseeded shall have turf establishment period beginning upon reseeding or resodding and of duration as hereinbefore specified. OWNER will assume risk for loss or damage due to beneficial occupancy of Project in any part, vandalism, damage by animals or fire, or losses due to curtailment of water by local authority, or due to "Acts of God" (floods, winds of 60 mph or more, or heavy hail).
- C. Watering: Request OWNER to water turfed areas immediately after planting and thereafter as necessary to maintain adequate moisture for promotion of deep root growth. Water shall be applied in such a way that ruts will not be made in soil surface.
- D. Protection: Provide temporary protective fences, barriers, and signs where deemed necessary.
- E. Reseeding: When directed by OWNER'S Representative or ENGINEER, CONTRACTOR shall reseed any areas on which original seed has failed to grow. Reseeding shall be performed as specified herein for seeding, and in manner that will cause minimum disturbance to existing stand of grass.
- F. Remulching: When directed by OWNER'S Representative or OWNER, CONTRACTOR shall remulch any areas on which original mulch has eroded, washed, or blown off. Remulching shall be performed as specified herein for mulching, and in manner that will cause minimum disturbance to existing stand of grass.

### 3.10 ACCEPTANCE

- A. Upon written request by CONTRACTOR, or expiration of establishment period, whichever comes first, ENGINEER will inspect turf areas.
- B. At time of inspection, turf shall exhibit healthy, vigorous growth, shall be uniform in color and quality, and shall be reasonably free of weeds, diseases, or other visible imperfections.
- C. At time of inspection, grassed area shall contain no bare spots greater than 2 sq ft in size.
- D. Any turf areas not accepted by OWNER or ENGINEER shall be replanted.
- E. Upon final acceptance of turf area, remove temporary fences, barriers, and signs installed for protection of that area. CONTRACTOR will at that time be relieved of further responsibility for care and maintenance of accepted area.

**END OF SECTION**



## **EXHIBIT A**

### **NOTICE OF AWARD**





**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHARLES CITY HIGH SCHOOL TRACK IMPROVEMENT PROJECT**

Project Description: Project to include excavation, earthwork and grading as needed, removal of approximately \_\_\_\_\_ SY of existing synthetic rubber surfacing, approximately \_\_\_\_\_ LF of crack repairs, approximately \_\_\_\_\_ TONS of new 6" Aggregate Base Course, approximately \_\_\_\_\_ SY of new 4" thick Hot Mix Asphalt Pavement, and miscellaneous associated work, including cleanup.

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated \_\_\_\_\_, 2021, and information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ \_\_\_\_\_. In accordance with Article 1.16 of Section 00100 - Instructions to Bidders your firm is required to execute the Agreement and furnish the required CONTRACTOR'S BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS, within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
By \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

By \_\_\_\_\_

Title \_\_\_\_\_



**EXHIBIT B**

**NOTICE TO PROCEED**



**NOTICE TO PROCEED**

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Project: Charles City High School  
Track Improvement Project  
Charles City

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2021 on or before \_\_\_\_\_, 2021, and you are to substantially complete all WORK by \_\_\_\_\_, 2021.

**Charles City Community School District**

By: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

By \_\_\_\_\_

this the \_\_\_\_\_ day of \_\_\_\_\_, 2021

By \_\_\_\_\_

Title \_\_\_\_\_



## **EXHIBIT C**

### **APPLICATION FOR PAYMENT**





# PAY ESTIMATE NO. 1

Date:								
Project Title	Charles City High School Track Improvement Project Charles City, Iowa					Contractor	[Name of Contractor] [Address 1 of Contractor] [Address 2 of Contractor]	
Original Contract Amount & Date	\$	[Contract Date]				Pay Period		
<b>BID ITEMS</b>								
	Specification Section / Description	Unit	Estimated Quantity	Unit Price	Extended Price	Quantity Complete	Value Completed	Percentage Completed
<b>A. Running Track Pavement Area</b>								
1.	Mobilization	LS	1	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
2.	Traffic Control	LS	1	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
3.	Pavement Removal	SY	327	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
4.	Crack Repair	LF	600	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
5.	Synthetic Rubber Surfacing	SY	5,172	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
6.	HMA Pavement, 4" Thick	SY	45	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
7.	Pavement Markings	LS	1	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
8.	Topsoil - Contractor Furnished	CY	275	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
9.	Seed, Fertilizer and Mulch	ACRE	0.3	\$ -	\$ -	#DIV/0!	\$ -	#DIV/0!
TOTAL CONTRACT					\$ -		\$ -	#DIV/0!







SUMMARY			
Contract Price			Value Completed
Original Contract Price		\$ -	\$ -
Approved Change Orders (list each)	Change Order #1		
TOTAL ALL CHANGE ORDERS		#VALUE!	#VALUE!
Revised Contract Price		#VALUE!	#VALUE!
Materials Stored		\$ -	
Value of Completed Work and Materials Stored			#VALUE!
Less Liquidated Damages		\$ -	
Final Contract Amount (Revised Contract Price Less Damages & Assessments)			#VALUE!
Less Retained Percentage (5%)			#VALUE!
Net Amount Due This Estimate			#VALUE!
Less Estimate(s) Previously Approved	No.1		
Less Total Pay Estimates Previously Approved		\$ -	
Percent Complete	#VALUE!	Amount Due This Estimate	#VALUE!

The amount #VALUE! is recommended for approval for payment in accordance with the terms of the contract.

Quantities Complete Submitted By: [Name of Contractor]	Recommended By: Veenstra & Kimm, Inc.	Approved By: Charles City Board of Education
Signature [ Name of Contractor's Project Manager]	Signature Drew Sweers, P.E.	Signature
[Title of Contractor's Project Manager Title]	Project Engineer Title	School Board President Title
Date	Date	Date



**EXHIBIT D**

**CHANGE ORDER**





**CHANGE ORDER**

Change Order No: \_\_\_\_\_

This change order amends the existing contract dated \_\_\_\_\_ between Charles City Community School District (OWNER) and \_\_\_\_\_ CONTRACTOR) to add, revise, or delete work to the project identified below as described herein.

Project Name: **Charles City High School Track Improvement Project**Project Location: Charles City, Iowa

Owner Project No.: \_\_\_\_\_

Engineer Project No.: 5884

Description of changes in work: Contractor to furnish all labor, materials and equipment in connection with the changes in work specified below or by attachment (see Attachment "A"): \_\_\_\_\_

**Change in Contract Price:**

Contract amount prior to this Change Order:  
\$ \_\_\_\_\_ (Lump Sum) (Based on  
Estimated Quantities and Contract Unit Prices)

**Change in Contract Time:**

Contract completion date prior to this Change  
Order: \_\_\_\_\_  
(Working) (Calendar) Days

**Change in Contract Amount Due to this  
Change Order:**

(Increase)(Decrease) \$ \_\_\_\_\_

**Changes in Contract Completion (Date) (Period)  
due to this Change Order:** \_\_\_\_\_

(Working) (Calendar) Days

**Contract Amount including this Change  
Order: \$ \_\_\_\_\_ (Lump Sum)**

(Based on Estimated Quantities and Contract  
Unit Prices)

**Contract Completion (Date) (Period) including  
this Change Order:** \_\_\_\_\_

(Working) (Calendar) Days

Except as specifically amended by this Change Order, all the terms and conditions of the original contract dated \_\_\_\_\_ shall remain in full force and effect.

Approved By: \_\_\_\_\_

Recommended by: \_\_\_\_\_

Approved By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Owner: Charles City CommunityConsultant: Veenstra & Kimm, Inc.

Contractor: \_\_\_\_\_



## **EXHIBIT E**

### **SHOP DRAWING TRANSMITTAL FORM**



## SHOP DRAWING TRANSMITTAL

Project: Charles City High School Track Improvement Project

Date: \_\_\_\_\_

Owners Name: Charles City Community School District

C/O \_\_\_\_\_ – Superintendent

1 Comet Drive

Charles City, IA 50616

V&K Project No.: 5884

Transmittal No.: \_\_\_\_\_

1<sup>st</sup> Submittal: \_\_\_\_\_

Re-submittal: \_\_\_\_\_

Subcontractor or Supplier	Items Submitted	Drawing Sheet and Detail Number(s)	Specification Section Number	Specification Paragraph Number	No. of Copies

As stated in the Contract Documents, the undersigned CONTRACTOR's submission of these Transmittals or samples shall constitute a representative to the OWNER and the ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed and coordinated each Transmittal or sample with the requirements of the work and the Contract Documents and he represents to the OWNER and the ENGINEER that item(s) described by these Transmittals do comply with the requirements of the Contract Documents. The undersigned Contractor certifies that the equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said act, and the Iowa Occupational Safety and Health Statues.

\_\_\_\_\_  
(Authorized Signature of Contractor)      (Date)

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

\_\_\_\_\_  
(Mailing Address)

NOTE: All pages of this form on which equipment is listed must be signed.



## **EXHIBIT F**

### **CONTRACTOR REQUEST FOR INFORMATION**





## CONTRACTOR REQUEST FOR INFORMATION

Project: Charles City High School Track Improvement Project

V&K Project No. 5884

DRAWING NO. \_\_\_\_\_

DATE \_\_\_\_\_

SPEC. SECTION NO.: \_\_\_\_\_

TO: \_\_\_\_\_  
Superintendent

AREA INVOLVED: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_

CONTRACTOR COMPANY NAME: \_\_\_\_\_

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ANSWER:

DATE: \_\_\_\_\_

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SIGNATURE: \_\_\_\_\_

CC: \_\_\_\_\_ - Owner Representative

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

