# **PROJECT MANUAL**

**OPEN DITCH REPAIRS** 

FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3

**POTTAWATTAMIE & HARRISON COUNTIES, IOWA** 

BMI PROJECT NO. A16.121405

300 W McKinley Street, PO Box 68 • Jefferson, IA 50129 Ph: (515) 386-4101



Bolton-Menk.com



Real People. Real Solutions.

300 W McKinley Street PO Box 68 Jefferson, IA 50129

> Ph: (515) 386-4101 Bolton-Menk.com

## **PROJECT AT A GLANCE**

## OPEN DITCH REPAIRS FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3 POTTAWATTAMIE & HARRISON COUNTIES, IOWA BMI PROJECT NO. A16.121405

1. Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

| 2. | Notice to Bidders: | Publish Notice locally.<br>Will be distributed via QuestCDN Project No. 7476746 and emailed to<br>prospective contractors upon approval of plans and specifications by<br>the Board of Trustees of Fensler Drainage District No. 1, 2 & 3,<br>Pottawattamie & Harrison Counties, Iowa. |
|----|--------------------|--|
| 3. | Bid Filing:        | Thursday, January 14 <sup>th</sup> , 2021 at 3:00 p.m.<br>Pottawattamie County Auditor's Office<br>Pottawattamie County Courthouse<br>227 South 6 <sup>th</sup> Street<br>Council Bluffs, Iowa 51501   |
| 4. | Bid Opening:       | Friday, January 15 <sup>th</sup> , 2021 at 10:00 a.m.<br>Fensler Trustees Shop (Corey McIntosh Shop)<br>c/o Lyle McIntosh<br>31938 130 <sup>th</sup> Street<br>Missouri Valley, Iowa 51555<br>(Trustees may delay decision or award that day.)   |
| 5. | Project Estimate:  | Section 1 - \$250,000.00<br>Section 2 - \$75,000.00  |
| 6. | Bid Security:      | 5% of Bid  |
| 7. | Funding:           | Local to include Drainage Warrants at 5% interest.   |
| 8. | Sales Tax:         | Sales Tax Exemption Certificates will be provided by the Pottawattamie County Auditor.   |

- 9. Completion Date: Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than April 1<sup>st</sup>, 2021.
- 10. Liquidated Damages: \$500.00/Day
- 11. Landowner Notice: Letters will be sent to the owners where the work will be done informing them who will be doing the work and who to contact. The owners will be advised that work limit stakes will be marked along the full project site. They will be informed about the contract completion hearing and that damages measurements will be done by the Engineer for use in this hearing. Owners will be asked to inform their tenants of the work plans.
- 12. Contract Submittal Requirements: Performance Bond - One year from completion of project. Insurance requirements per SUDAS Specifications.

BOLTON & MENK, INC. Jonathan P. Rosengren, P.E. Project Manager

# CERTIFICATION

## **PROJECT MANUAL**

## FOR

# **OPEN DITCH REPAIRS**

# FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3

# **POTTAWATTAMIE & HARRISON COUNTIES, IOWA**

# BMI PROJECT NO. A16.121405

JONATHAN P. ROSENGREN 21661 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. Janathers P Rosegne Date: 12/30/2020 Jonathan P. Rosengren, P.E. License No. 21661 My renewal date is December 31, 2020.

#### SECTION 00010 - TABLE OF CONTENTS

## OPEN DITCH REPAIRS FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3 POTTAWATTAMIE & HARRISON COUNTIES, IOWA

#### CONTRACT DOCUMENTS:

#### **PROJECT MANUAL:**

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00001 - CERTIFICATION 00010 - TABLE OF CONTENTS 00100 - NOTICE TO BIDDERS 00200 - INSTRUCTIONS TO BIDDERS 00410 - PROPOSAL 00410 - PROPOSAL ATTACHMENT: BID ITEMS 00420 - BID BOND 00500 - CONTRACT 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND 00800 - SPECIAL PROVISIONS, PART 1 - GENERAL REQUIREMENTS 00810 - SPECIAL PROVISIONS, PART 2 - DRAINAGE DISTRICT IMPROVEMENTS/ REPAIRS 00820 - SUPPLEMENTAL SPECIFICATIONS - RURAL PUBLIC DRAINAGE REPAIRS AND IMPROVEMENTS

#### DRAWINGS (UNDER SEPARATE COVER):

Thirty-one (31) sheets numbered A.01 through X.06, inclusive, dated December 30, 2020, and with each sheet bearing the following general title:

FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3 OPEN DITCH REPAIRS POTTAWATTAMIE COUNTY, IOWA 2020 BMI PROJECT NO. A16.121405

#### **APPENDICES:**

None

This project is based on SUDAS STANDARD SPECIFICATIONS, 2020 EDITION unless modified herein.

#### \*\*\*\*END OF SECTION\*\*\*

#### **NOTICE TO BIDDERS**

Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

<u>Time and Place for Filing Sealed Proposals</u>. Sealed bids for the work as stated below must be filed before 3:00 P.M. on Thursday, January 14<sup>th</sup>, 2021, in the office of the Pottawattamie County Auditor, Pottawattamie County Courthouse, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51501.

<u>Time and Place Sealed Proposals Will be Opened and Considered</u>. Sealed proposals will be opened and bids tabulated at 10:00 A.M. on Friday, January 15<sup>th</sup>, 2021, in the Fensler Trustees Shop (Corey McIntosh Shop), c/o Lyle McIntosh, 31938 130<sup>th</sup> Street, Missouri Valley, Iowa 51555, for consideration by the Fensler Drainage District No. 1, 2 & 3 Trustees at their meeting. The Trustees of Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, Iowa, reserves the right to reject any and all bids.

<u>Time for Commencement and Completion of Work</u>. Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than April 1<sup>st</sup>, 2021. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

<u>Bid Security</u>. Each bidder shall accompany its bid with bid security, as defined in Section *468.35a* of the Iowa Code in the amount equal to five percent (5%) of the total amount of the bid.

<u>Contract Documents</u>. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to Bolton & Menk, Inc., 300 W. McKinley Street, PO Box 68, Jefferson, Iowa 50129, phone 515-386-4101. You may view the digital plan documents for free by entering Quest Project #7476746 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

<u>Preference of Products and Labor</u>. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and further, 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. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

<u>Sales Tax Exemption Certificates</u>. The bidder shall not include sales tax in the bid. The County Auditor will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

Payment. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

<u>Project Description</u>. Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

This Notice is given by authority of the Trustees of the Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, Iowa

Melvyn Houser, County Auditor

\*\*\*\*END OF SECTION\*\*\*

#### **INSTRUCTIONS TO BIDDERS**

#### Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition and as further modified by supplemental specifications and special provision included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

#### I. BID SECURITY

- A. The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check, a certified check drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured 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; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction.
- B. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 468.35 of the Iowa Code.

#### II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- B. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
  - 1. PROPOSAL Complete each of the following parts:
    - Part B Acknowledgment of Addenda, if any have been issued;
    - Part C Bid Items, Quantities and Prices;
    - Part F Additional Requirements; and

| ITEM NO. | DESCRIPTION OF ATTACHMENT |
|----------|---------------------------|
|          | None                      |

- Part G – Identity of Bidder.

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

The following documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

- C. The general provisions and covenants, Division 1 of the 2020 SUDAS Standard Specifications are modified as follows:
  - 1. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

#### III. PROSECUTION AND PROGRESS OF THE WORK

A. The work is located in Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, lowa.

Work on the improvement shall commence upon approval of the contract by the Trustees, and as stated in the Notice to Proceed. All work under the Contract must be completed, per Iowa Code Section 468.101, no later than April 1<sup>st</sup>, 2021. Damages in the amount of \$500.00 per day will be assessed for each day the work remains incomplete.

B. Community Events.

None.

- C. Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by the Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of one year from and after acceptance of the contract.
- D. The Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, in acordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Requlations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### IV. PREFERENCE OF PRODUCTS AND LABOR

- A. 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 county 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 of foreign county 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.
- V. TAXES
  - A. The County Auditor will issue a sales tax exemption certificate to the Contractor for all materials purchased on the project. The County Auditor will issue the appropriate 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.
  - B. The Contractor shall provide a listing to the County identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.
  - C. Income Tax:
    - 1. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
    - 2. If successful bidder is a non-lowa partnership, individual or association, he shall furnish evidence prior to execution of contract that bond or securities have been posted with the lowa Department of Revenue in the amount required by law.

\*\*\*\*END OF SECTION\*\*\*\*

#### PROPOSAL

#### Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

#### PROPOSAL: PART A – SCOPE

Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, Iowa, hereinafter called the "Jurisdiction", has need of a qualified contractor to complete the work comprising the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the County Auditor, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**PROJECT DESCRIPTION:** Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

#### PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

| ADDENDUM NUMBER | ADDENDUM NUMBER |
|-----------------|-----------------|
| ADDENDUM NUMBER | ADDENDUM NUMBER |

and certifies that said addenda were utilized in the preparation of this bid.

#### PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost shall be used only for the comparison of bids. The jurisdiction shall only use the Total Construction Cost for determining the sufficiency of the bid security.

Contract will be awarded for each section (1 and 2) based on low responsible bid for each section. Contractor can bid, and win, both sections or choose to only bid one section. If one contractor wins both sections, contractor must demonstrate they have the ability to complete both sections in a timely manner. If unable to demonstrate, Trustees will award only one section to that contractor and award second low bidder for other section. If contractor is awarded only one section, but has bid both sections, contractor has the option to withdraw his entire bid.

#### PROPOSAL: PART D - GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

- 1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder;
- 2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid only, not including any alternates; and
- 3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof.

The Bidder hereby agrees to:

- 1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, payment and maintenance bond;
- 2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond;
- 3. Commence the work upon written Notice to Proceed;
- 4. Complete the work, per Iowa Code 468.101 no later than April 1<sup>st</sup>, 2021.
- 5. Pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

#### PROPOSAL: PART E - NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

- 1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction;
- 2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project;
- 3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder;
- 4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
- 5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

### PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

#### ITEM NO. DESCRIPTION OF ATTACHMENT

1. None.

## PROPOSAL: PART G – IDENTITY OF BIDDER

The bidder shall indicate whether the bid is submitted by a/an:

| Individual, Sole Proprietorship   |    | Diddee   |
|---|----|--|
|   |    | Bidder   |
| Partnership   |    |  |
|   |    | Signature  |
| Corporation   | Ву |  |
|   |    | Name (Print/Type) / Title  |
| Limited Liability Company   |    |  |
|   |    | Street Address   |
| Joint-Venture; all parties must join-in   |    |  |
| and execute all documents   |    | Street Address   |
|   |    |  |
| Uther Other   |    | City, State, Zip Code  |
| The bidder shall enter its Public Registration  |    | City, State, Zip Code  |
| Number issued by the  |    |  |
| Iowa Commissioner of Labor Pursuant<br>Section 91C.5 of the Iowa Code.                  |    | Telephone Number   |
|   |    | Type or print the name and title of the company's                    |
|   |    | owner, president, CEO, etc. if a different person than entered above |
|   |    | entered above  |
| Failure to provide said Registration Number   |    |  |
| shall result in the bid being read under<br>advisement. A contract will not be executed |    | Name   |
| until the Contractor is registered.   |    |  |
|   |    | Title  |
|   |    |  |

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

# All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

## **Bidder Status Form**

| To be c   | ompleted  | by all bidders.  |   | Part A                              |
|---|---|--|---|-------------------------------------|
| Please  | answer "Y   | es" or "No" for each of the  | following:  |                                     |
| 🗌 Yes   | □ No  |  | d to transact business in Iowa.<br>your company is authorized, please review the workshee                                     | et on the next page).               |
| 🗆 Yes   | 🗆 No  | My company has an offic  | e to transact business in Iowa.   |                                     |
| 🗆 Yes   | 🗆 No  | My company's office in Ic  | wa is suitable for more than receiving mail, telephone c  | calls, and e-mail.                  |
| □ Yes   | □ No  | My company has been co<br>project.   | nducting business in Iowa for at least 3 years prior to th  | e first request for bids on this    |
| 🗆 Yes   | □ No  | My company is not a sub<br>that would qualify as a re  | sidiary of another business entity or my company is a su<br>sident bidder in Iowa.  | bsidiary of another business entity |
|   |   | and D of this form.<br>If you answered "No" to a   | each question above, your company qualifies as a resid  |                                     |
|   |   | Parts C and D of this form   | l.  |                                     |
| To be c   | ompleted  | Parts C and D of this form   | l.  | Part B                              |
|   | -   | by resident bidders.   | u.<br>during the past 3 years at the following addresses:   | Part B                              |
|   | npany has   | <b>by resident bidders.</b><br>maintained offices in Iowa  |   |                                     |
| My con<br>Dates:  | npany has   | <b>by resident bidders.</b><br>maintained offices in Iowa  | during the past 3 years at the following addresses: Address:  |                                     |
| My con<br>Dates:<br>(mm/do  | npany has   | by resident bidders.<br>maintained offices in Iowa<br>to   | during the past 3 years at the following addresses:   |                                     |
| My con<br>Dates:<br><i>(mm/de</i>   | npany has<br>   | by resident bidders.<br>maintained offices in Iowa<br>to   | during the past 3 years at the following addresses:<br>Address:<br>City, State, Zip:<br>Address:                              |                                     |
| My con<br>Dates:<br>(mm/do<br>Dates:  | d/yyyy)   | by resident bidders. maintained offices in Iowa to to  | during the past 3 years at the following addresses: Address: City, State, Zip: Address: City, State, Zip: City, State, Zip:   |                                     |
| My con<br>Dates:<br>( <i>mm/da</i><br>Dates:<br>( <i>mm/da</i>                                  | d/yyyy)   | by resident bidders. maintained offices in Iowa to to  | during the past 3 years at the following addresses:<br>Address:<br>City, State, Zip:<br>Address:                              |                                     |
| My con<br>Dates:<br>( <i>mm/dd</i><br>Dates:<br>( <i>mm/dd</i><br>Dates:<br>( <i>mm/dd</i>      | d/yyyy)<br>d/yyyy)<br>d/yyyy)   | by resident bidders. maintained offices in Iowa to to  | during the past 3 years at the following addresses:Address:City, State, Zip:Address:City, State, Zip:Address:Address:Address: |                                     |
| My con<br>Dates:<br>(mm/de<br>Dates:<br>(mm/de<br>Dates:<br>(mm/de<br>You may                   | d/yyyy)<br>d/yyyy)<br>d/yyyy)<br>d/yyyy)                              | by resident bidders. maintained offices in Iowa to to to to to to  | during the past 3 years at the following addresses:Address:City, State, Zip:Address:City, State, Zip:Address:Address:Address: |                                     |
| My con<br>Dates:<br>(mm/dd<br>Dates:<br>(mm/dd<br>Dates:<br>(mm/dd<br>You may<br><b>To be c</b> | npany has<br>d/yyyy)<br>d/yyyy)<br>d/yyyy)<br>y attach ad<br>ompleted | by resident bidders. maintained offices in Iowa to to to to to ditional sheet(s) if needed. by non-resident bidders. | during the past 3 years at the following addresses:Address:City, State, Zip:Address:City, State, Zip:Address:Address:Address: | Part C                              |

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.

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 reason to reject my bid.

Firm Name:

Fensler Open Ditch RepairsPottawattamie & Harrison Counties, IowaDecember, 2020© Bolton & Menk, Inc. 2020, All Rights Reserved

PROPOSAL

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Part D

Date:

# 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 lowa resident for lowa 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 lowa, the corporation has received a certificate of authority from the lowa 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 lowa, has received a certificate of authority to transact business in lowa and the certificate has not been revoked or canceled.  |

#### Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

#### PROPOSAL ATTACHMENT:

#### PART C – BID ITEMS AND QUANTITIES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the total Bid Price, and the Total Bid Amount; in case of discrepancy, the Unit Bid Price governs. The Quantities shown on the Proposal Attachment: Part C – Bid Items and quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Bid Amount for comparison of bids.

Contract will be awarded for each section (1 and 2) based on low responsible bid for each section. Contractor can bid, and win, both sections or choose to only bid one section. If one contractor wins both sections, contractor must demonstrate they have the ability to complete both sections in a timely manner. If unable to demonstrate, Trustees will award only one section to that contractor and award second low bidder for other section. If contractor is awarded only one section, but has bid both sections, contractor has the option to withdraw his entire bid.

| BID ITEMS AND QUANTITIES |  |          |                     |            |        |
|--------------------------|--|----------|---------------------|------------|--------|
| ltem<br>No.              | Description                                  | Unit     | Approx.<br>Quantity | Unit Price | Amount |
|                          | SECTION 1.1 – LOWER DITCH & LATERAL 1 – FEMA | ELIGIBLE |                     |            |        |
| 100                      | SCOUR REPAIR (ONE SIDE)                      | STA      | 15                  | \$         | \$     |
| 101                      | SCOUR REPAIR (BOTH SIDES)                    | STA      | 28                  | \$         | \$     |
| 102                      | SEDIMENT EXCAVATION                          | CY       | 12,800              | \$         | \$     |
| 103                      | SPOIL BANK LEVELING (BOTH SIDES)             | STA      | 98                  | \$         | \$     |
| 104                      | SPOIL BANK LEVELING (ONE SIDE)               | STA      | 51                  | \$         | \$     |
| 105                      | SEEDING AND FERTILIZING                      | STA      | 149                 | \$         | \$     |
| 106                      | SURFACE DRAIN – 36" CMP PIPE                 | LF       | 30                  | \$         | \$     |
| 107                      | SCREW GATE, 24" GATE                         | EA       | 1                   | \$         | \$     |
| 108                      | SCREW GATE, 36" GATE                         | EA       | 1                   | \$         | \$     |
| 109                      | PUMPING STATION RAMP & PAD                   | LS       | 1                   | \$         | \$     |
| 110                      | 16" D.I.P. THROUGH LEVEE                     | LF       | 65                  | \$         | \$     |
| 111                      | PUMP   | EA       | 1                   | \$         | \$     |
| 112                      | RIPRAP, CLASS D                              | TN       | 45                  | \$         | \$     |
| 113                      | ADMINISTRATION OF EROSION MANAGEMENT<br>PLAN | LS       | 1                   | \$         | \$     |
| 114                      | MOBILIZATION                                 | LS       | 1                   | \$         | \$     |

PROPOSAL - ATTACHMENT C BID ITEMS AND QUANTITIES PAGE 00410 - 1

| BID ITEMS AND QUANTITIES   |   |             |                     |            |        |
|----------------------------|---|-------------|---------------------|------------|--------|
| ltem<br>No.                | Description                                 | Unit        | Approx.<br>Quantity | Unit Price | Amount |
|                            | SECTION 1.2 – LOWER DITCH & LATERAL 1 – NON | FEMA ELIGIB | LE                  | I          | 1      |
| 115                        | SURFACE DRAIN – 24" CMP PIPE                | LF          | 20                  | \$         | \$     |
| 116                        | REMOVE AND RELAY 30" CMP CULVERT            | EA          | 1                   | \$         | \$     |
| 117                        | REMOVE AND RELAY 18" CMP CULVERT            | EA          | 1                   | \$         | \$     |
| 118                        | REMOVE AND RELAY 15" CMP CULVERT            | EA          | 1                   | \$         | \$     |
|                            | SECTION 1.3 – POTTAWATTAMIE COUNTY ROADS    |             |                     |            |        |
| 119                        | REMOVE & RELAY 36" CMP CULVERT              | EA          | 1                   | \$         | \$     |
| 120                        | 84" CMP CULVERT                             | LF          | 160                 | \$         | \$     |
| 121                        | IDOT GRADATION 11, CLASS A ROADSTONE        | TN          | 150                 | \$         | \$     |
| 122                        | SEED AND FERTILIZE DITCH                    | EA          | 2                   | \$         | \$     |
| 123                        | MOBILIZATION                                | LS          | 1                   | \$         | \$     |
| 124                        | TRAFFIC CONTROL                             | EA          | 2                   | \$         | \$     |
|                            |   |             |                     |            |        |
| TOTAL BASE BID, SECTION 1: |   |             |                     |            | \$     |

| BID ITEMS AND QUANTITIES |   |              |                     |               |        |
|--------------------------|---|--------------|---------------------|---------------|--------|
| ltem<br>No.              | Description                                   | Unit         | Approx.<br>Quantity | Unit Price    | Amount |
|                          | SECTION 2.1 – UPPER DITCH, LATERAL 2 & LATERA | L 3 – FEMA I | ELIGIBLE            |               |        |
| 200                      | SCOUR REPAIR (BOTH SIDES)                     | STA          | 15                  | \$            | \$     |
| 201                      | SEDIMENT EXCAVATION                           | СҮ           | 11,700              | \$            | \$     |
| 202                      | SPOIL BANK LEVELING (BOTH SIDES)              | STA          | 114                 |               |        |
| 203                      | SPOIL BANK LEVELING (ONE SIDE)                | STA          | 49                  | \$            | \$     |
| 204                      | SEEDING AND FERTILIZING                       | STA          | 163                 | \$            | \$     |
| 205                      | ADMINISTRATION OF EROSION MANAGEMENT<br>PLAN  | LS           | 1                   | \$            | \$     |
| 206                      | MOBILIZATION                                  | LS           | 1                   | \$            | \$     |
|                          | SECTION 2.2 – UPPER DITCH, LATERAL 2 & LATERA | L 3 – NON F  | EMA ELIGIBLE        |               |        |
| 207                      | SURFACE DRAIN – 36" CMP PIPE                  | LF           | 20                  | \$            | \$     |
| 208                      | REMOVE AND RELAY 24" CMP CULVERT              | EA           | 1                   | \$            | \$     |
| 209                      | REMOVE AND RELAY 36" CMP CULVERT              | EA           | 1                   | \$            | \$     |
| 210                      | REMOVE AND RELAY 30" CMP CULVERT              | EA           | 1                   | \$            | \$     |
|                          |   |              |                     |               |        |
|                          |   | TOT          | AL BASE BI          | D, SECTION 2: | \$     |

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT. QUANITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

CONTRACT WILL BE AWARDED FOR EACH SECTION (1 AND 2) BASED ON LOW RESPONSIBLE BID FOR EACH SECTION. CONTRACTOR CAN BID, AND WIN, BOTH SECTIONS OR CHOOSE TO ONLY BID ONE SECTION. IF ONE CONTRACTOR WINS BOTH SECTIONS, CONTRACTOR MUST DEMONSTRATE THEY HAVE THE ABILITY TO COMPLETE BOTH SECTIONS IN A TIMELY MANNER. IF UNABLE TO DEMONSTRATE, TRUSTEES WILL AWARD ONLY ONE SECTION TO THAT CONTRACTOR AND AWARD SECOND LOW BIDDER FOR OTHER SECTION. IF CONTRACTOR IS AWARDED ONLY ONE SECTION, BUT HAS BID BOTH SECTIONS, CONTRACTOR HAS THE OPTION TO WITHDRAW HIS ENTIRE BID.

Bidder Name

#### **BID BOND**

#### Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

#### KNOW ALL BY THESE PRESENT:

| That we,, as Principal, and  |         |
|--|---------|
| , as Surety, are held and firmly bound   | d unto, |
| Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, Iowa as Obligee, (hereinafter refe    | erred   |
| to as "the Jurisdiction"), in the penal sum of   | dollars |
| (\$) lawful money of the United States, for which payment said Principal and Surety bind                         |         |
| themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by the | ese     |

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 Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

**PROJECT DESCRIPTION:** Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Pottawattamie County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a 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; otherwise, the Principal shall pay to the Jurisdiction 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.               |
|--------|------------------------------------|----|-----------------------|
|        | SURETY:                            |    | PRINCIPAL:            |
|        | Surety Company                     | _  | Bidder                |
| Ву     |                                    | Ву |                       |
|        | Signature Attorney-in-Fact/Officer |    | Signature             |
|        | Name of Attorney-in-Fact/Officer   | _  | Name (Print/Type)     |
|        | Company Name                       | _  | Title                 |
|        | Company Address                    | _  | Address               |
|        | City, State, Zip Code              | _  | City, State, Zip Code |
|        | Company Telephone Number           | _  | Telephone Number      |

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

#### CONTRACT

#### Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

| THIS CONTRACT, made and entered into this _    | day of                          | , 2021, by and                    |
|--|---------------------------------|-----------------------------------|
| between the Fensler Drainage District No. 1, 2 | & 3, Pottawattamie & Harrison C | ounties, Iowa, hereinafter called |
| the "Jurisdiction", and                        |                                 | hereinafter called                |
| the "Contractor".                              |                                 |                                   |

#### WITNESSETH:

The Contractor hereby agrees to complete the work comprising of the Fensler Open Ditch Repairs as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Pottawattamie County Auditor, Pottawattamie County Courthouse, 227 South 6<sup>th</sup> Street, Council Bluffs, Iowa 51501. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2020 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**PROJECT DESCRIPTION:** Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount

of

\_\_\_\_\_\_dollars (\$ \_\_\_\_\_ prmance, payment and maintenance bond. The

which amount shall constitute the required amount of the performance, payment and maintenance bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and completed, per Iowa Code 468.101 no later than April 1<sup>st</sup>, 2021 and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five Hundred Dollars (\$500.00) for each calendar day that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa CONTRACTOR:

By

Lyle McIntosh, Chairman of Fensler Drainage District Board of Trustees

(Seal) ATTEST:

Melvyn Houser,

**County Auditor** 

By

Contractor's Contact Name

Company Name

Title

Street Address

City, State, Zip Code

Telephone

 Fensler Open Ditch Levee Repairs

 Pottawattamie & Harrison Counties, Iowa

 December, 2020
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#### CONTRACTOR PUBLIC REGISTRATION INFORMATION TO BE Provided By:

- 1. <u>All Contractors</u>: The Contractor shall enter its Public Registration No. \_\_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
- 2. <u>Out-of-State Contractors</u>:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract 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 this work.
  - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than lowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of lowa showing that it has complied with all the provisions of Chapter 490 of the Code of lowa, or as amended, governing foreign corporations. For further information contact the lowa Secretary of State Office at 515-281-5204.

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

Name of Surety \_\_\_\_\_

NOTE: All signatures on this contract must be original signatures in ink; copies or facsimile of any signature will not be accepted.

#### CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_) SS \_\_\_\_\_County)

| On this     | day of             | , 2021, before me, the              | e undersigned, a Notary Public in and for the State of |    |
|-------------|--------------------|-------------------------------------|--|----|
|             | , personall        | / appeared                          | and  | _  |
| to me kno   | wn, who, being by  | me duly sworn, did say that the     | ey are the, ar   | ۱d |
|             |                    | , respectively, of the              | e corporation executing the foregoing instrument; tha  | it |
| (no seal ha | as been procured   | by) (the seal affixed thereto is th | e seal of) the corporation; that said instrument was   |    |
| signed (an  | d sealed) on beha  | If of the corporation by authorit   | y of this Board of Directors; that                     |    |
|             |                    | and                                 | acknowledged the execution of the                      | e  |
| instrumen   | t to be the volunt | ary act and deed of the corporat    | ion, by it and by them voluntarily executed.           |    |

| Notary Public in and for the State of |      |
|---------------------------------------|------|
| My commission expires                 | , 20 |

#### PARTNERSHIP ACKNOWLEDGMENT

| State of | )       |
|----------|---------|
|          | ) SS    |
|          | County) |

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_\_, personally appeared \_\_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_\_

a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

| Notary Public in and for the State of |      |
|---------------------------------------|------|
| My commission expires                 | , 20 |
|                                       |      |

INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_)
\_\_\_\_\_) SS
\_\_\_\_\_County)

| On this   | day of     | , 2021, before m              | ne, the undersigned, a Notary Public in and for the State of |
|-----------|------------|-------------------------------|--|
|           | , person   | ally appeared                 | and,   |
| to me kno | whethe ide | antical person(s) named in an | d who executed the foregoing instrument, and                 |

to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

| Notary Public in and for the State of |      |  |
|---------------------------------------|------|--|
| My commission expires                 | , 20 |  |

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_)
SS
\_\_\_\_\_County)

| On this       | day of           | , 2021, before me a Notary                | , 2021, before me a Notary Public in and for said county, personally |  |  |  |  |
|---------------|------------------|---|--|--|--|--|--|
| appeared      |                  | , to me personally l                      | known, who being by me duly sworn did say that                       |  |  |  |  |
| person is     |                  | of said                                   | , that (the seal affixed to said                                     |  |  |  |  |
| instrument    | is the seal of s | said OR no seal has been procured by the  | e said), and   |  |  |  |  |
| that said ins | trument was      | signed and sealed on behalf of the said _ | , by authority   |  |  |  |  |
| of its manag  | gers and the s   | aid                                       | _ acknowledged the execution of said instrument                      |  |  |  |  |
| to be the vo  | luntary act ar   | nd deed of said                           | , by it voluntarily executed.  |  |  |  |  |

| Notary Public in and for the State of |      |  |
|---------------------------------------|------|--|
| My commission expires                 | , 20 |  |

### CONTRACT ATTACHMENT: ITEM 1: GENERAL - NONE

## CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

| BID ITEMS AND QUANTITIES                              |  |     |                     |            |        |  |  |  |
|---|--|-----|---------------------|------------|--------|--|--|--|
| ltem<br>No.   | Description                                  |     | Approx.<br>Quantity | Unit Price | Amount |  |  |  |
| SECTION 1.1 – LOWER DITCH & LATERAL 1 – FEMA ELIGIBLE |  |     |                     |            |        |  |  |  |
| 100   | SCOUR REPAIR (ONE SIDE)                      | STA | 15                  | \$         | \$     |  |  |  |
| 101   | SCOUR REPAIR (BOTH SIDES)                    | STA | 28                  | \$         | \$     |  |  |  |
| 102   | SEDIMENT EXCAVATION                          | CY  | 12,800              | \$         | \$     |  |  |  |
| 103   | SPOIL BANK LEVELING (BOTH SIDES)             | STA | 98                  | \$         | \$     |  |  |  |
| 104   | SPOIL BANK LEVELING (ONE SIDE)               | STA | 51                  | \$         | \$     |  |  |  |
| 105   | SEEDING AND FERTILIZING                      | STA | 149                 | \$         | \$     |  |  |  |
| 106   | SURFACE DRAIN – 36″ CMP PIPE                 | LF  | 30                  | \$         | \$     |  |  |  |
| 107   | SCREW GATE, 24" GATE                         | EA  | 1                   | \$         | \$     |  |  |  |
| 108   | SCREW GATE, 36" GATE                         | EA  | 1                   | \$         | \$     |  |  |  |
| 109   | PUMPING STATION RAMP & PAD                   | LS  | 1                   | \$         | \$     |  |  |  |
| 110   | 16" D.I.P. THROUGH LEVEE                     | LF  | 65                  | \$         | \$     |  |  |  |
| 111   | PUMP   | EA  | 1                   | \$         | \$     |  |  |  |
| 112   | RIPRAP, CLASS D                              | TN  | 45                  | \$         | \$     |  |  |  |
| 113   | ADMINISTRATION OF EROSION MANAGEMENT<br>PLAN | LS  | 1                   | \$         | \$     |  |  |  |
| 114   | MOBILIZATION                                 | LS  | 1                   | \$         | \$     |  |  |  |

| BID ITEMS AND QUANTITIES |   |      |                     |            |        |  |  |  |  |
|--------------------------|---|------|---------------------|------------|--------|--|--|--|--|
| ltem<br>No.              | Description   | Unit | Approx.<br>Quantity | Unit Price | Amount |  |  |  |  |
|                          | SECTION 1.2 – LOWER DITCH & LATERAL 1 – NON FEMA ELIGIBLE |      |                     |            |        |  |  |  |  |
| 115                      | SURFACE DRAIN – 24" CMP PIPE                              | LF   | 20                  | \$         | \$     |  |  |  |  |
| 116                      | REMOVE AND RELAY 30" CMP CULVERT                          | EA   | 1                   | \$         | \$     |  |  |  |  |
| 117                      | REMOVE AND RELAY 18" CMP CULVERT                          | EA   | 1                   | \$         | \$     |  |  |  |  |
| 118                      | REMOVE AND RELAY 15" CMP CULVERT                          | EA   | 1                   | \$         | \$     |  |  |  |  |
|                          | SECTION 1.3 – POTTAWATTAMIE COUNTY ROADS                  |      |                     |            |        |  |  |  |  |
| 119                      | REMOVE & RELAY 36" CMP CULVERT                            | EA   | 1                   | \$         | \$     |  |  |  |  |
| 120                      | 84" CMP CULVERT   | LF   | 160                 | \$         | \$     |  |  |  |  |
| 121                      | IDOT GRADATION 11, CLASS A ROADSTONE TN 150 \$            |      |                     |            | \$     |  |  |  |  |
| 122                      | SEED AND FERTILIZE DITCH                                  | EA   | 2                   | \$         | \$     |  |  |  |  |
| 123                      | MOBILIZATION  | LS   | 1                   | \$         | \$     |  |  |  |  |
| 124                      | TRAFFIC CONTROL EA 2 \$                                   |      |                     |            | \$     |  |  |  |  |
|                          |   |      |                     |            |        |  |  |  |  |
|                          | TOTAL BASE BID, SECTION 1:                                |      |                     |            |        |  |  |  |  |

| BID ITEMS AND QUANTITIES |   |              |                     |               |        |  |
|--------------------------|---|--------------|---------------------|---------------|--------|--|
| ltem<br>No.              | Description                                   | Unit         | Approx.<br>Quantity | Unit Price    | Amount |  |
|                          | SECTION 2.1 – UPPER DITCH, LATERAL 2 & LATERA | L 3 – FEMA I | ELIGIBLE            | Г             | Г      |  |
| 200                      | SCOUR REPAIR (BOTH SIDES)                     | STA          | 15                  | \$            | \$     |  |
| 201                      | SEDIMENT EXCAVATION                           | СҮ           | 11,700              | \$            | \$     |  |
| 202                      | SPOIL BANK LEVELING (BOTH SIDES)              | STA          | 114                 |               |        |  |
| 203                      | SPOIL BANK LEVELING (ONE SIDE)                | STA          | 49                  | \$            | \$     |  |
| 204                      | SEEDING AND FERTILIZING                       | STA          | 163                 | \$            | \$     |  |
| 205                      | ADMINISTRATION OF EROSION MANAGEMENT<br>PLAN  | LS           | 1                   | \$            | \$     |  |
| 206                      | MOBILIZATION                                  | LS           | 1                   | \$            | \$     |  |
|                          | SECTION 2.2 – UPPER DITCH, LATERAL 2 & LATERA | L 3 – NON F  | EMA ELIGIBLE        |               |        |  |
| 207                      | SURFACE DRAIN – 36" CMP PIPE                  | LF           | 20                  | \$            | \$     |  |
| 208                      | REMOVE AND RELAY 24" CMP CULVERT              | EA           | 1                   | \$            | \$     |  |
| 209                      | REMOVE AND RELAY 36" CMP CULVERT              | EA           | 1                   | \$            | \$     |  |
| 210                      | REMOVE AND RELAY 30" CMP CULVERT              | EA           | 1                   | \$            | \$     |  |
|                          |   |              |                     |               |        |  |
|                          |   | ΤΟΤΑ         | AL BASE BI          | D, SECTION 2: | \$     |  |

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE DISTRICT. QUANITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

CONTRACT WILL BE AWARDED FOR EACH SECTION (1 AND 2) BASED ON LOW RESPONSIBLE BID FOR EACH SECTION. CONTRACTOR CAN BID, AND WIN, BOTH SECTIONS OR CHOOSE TO ONLY BID ONE SECTION. IF ONE CONTRACTOR WINS BOTH SECTIONS, CONTRACTOR MUST DEMONSTRATE THEY HAVE THE ABILITY TO COMPLETE BOTH SECTIONS IN A TIMELY MANNER. IF UNABLE TO DEMONSTRATE, TRUSTEES WILL AWARD ONLY ONE SECTION TO THAT CONTRACTOR AND AWARD SECOND LOW BIDDER FOR OTHER SECTION. IF CONTRACTOR IS AWARDED ONLY ONE SECTION, BUT HAS BID BOTH SECTIONS, CONTRACTOR HAS THE OPTION TO WITHDRAW HIS ENTIRE BID.

Bidder Name

SURETY BOND NO.

#### PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Open Ditch Repairs Fensler Drainage District No. 1, 2 & 3 Pottawattamie & Harrison Counties, Iowa

#### KNOW ALL BY THESE PRESENT:

| That we,                    |   | , as Principal                         |
|-----------------------------|---|--|
| (hereinafter the "Contrac   | tor" or "Principal"), and                             | , as Surety                            |
| are held and firmly boun    | d unto Fensler Drainage District No. 1, 2 & 3, Potta  | wattamie & Harrison Counties, Iowa, as |
| Obligee (hereinafter refe   | rred to as "the Jurisdiction"), and to all persons wh | no may be injured by any breach of any |
| of the conditions of this I | Bond in the penal sum of                              |  |
| DOLLARS (\$                 | ), lawful money of the United States, fo              | or the payment of which sum, well and  |
| truly to be made, we bin    | d ourselves, our heirs, legal representatives and as  | signs, jointly or severally, firmly by |
| these present.              |   |  |
|                             |   |  |

| The conditions of the above ob   | ligations are such that wher | reas said Contractor entered into a contract with the |  |  |  |  |
|--|------------------------------|---|--|--|--|--|
| Jurisdiction, bearing date the _   | day of                       | , 2021, (hereinafter the "Contract"),                 |  |  |  |  |
| wherein said Contractor undertakes and agrees to construct the following described improvements: |                              |   |  |  |  |  |

**PROJECT DESCRIPTION:** Work shall generally consist of FEMA repairs to the Fensler Open Ditch including 24,500 CY sediment excavation, relaying culverts, pump, and constructing a pumping ramp and pad, and all associated work and incidentals required to complete the project. Project is two sections and each section will be bid separately. If one contractor wins both sections, the contractor must prove their ability to finish the job in a timely manner.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

**PERFORMANCE**: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

**PAYMENT**: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

**MAINTENANCE**: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract within the of 1-year period for agricultural work, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

**GENERAL**: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this Bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other Contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved

change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Pottawattamie County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its construction industry, it shall be interpreted or construed according to its construction industry.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

| Project No. |  |
|-------------|--|
|             |  |

#### (CON'T - PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

| Witness our hands, in triplicate, this data  |           | , 2021.                            |  |
|--|-----------|------------------------------------|--|
| Surety Countersigned By:   |           | PRINCIPAL:                         |  |
| Signature of Iowa Resident Commission Agent a<br>Prescribed by Chapter 515.52-57, Iowa Code.<br>(Require only if Attorney-in-Fact is not also an<br>Iowa Resident Commission Agent). | as<br>By: | Contractor                         |  |
|  |           | Signature                          |  |
| Name of Resident Commission Agent  |           | Title                              |  |
| Company Name   |           | SURETY:                            |  |
| Company Address  |           | Surety Company                     |  |
| City, State, Zip Code  | Ву:       | Signature Attorney-in-Fact Officer |  |
| Company Telephone Number   |           | Name of Attorney-in-Fact Officer   |  |
|  |           | Company Name                       |  |
|  |           | Company Address                    |  |
|  |           | City, State, Zip Code              |  |
|  |           | Company Telephone Number           |  |

NOTE: All signatures on this Performance, Payment and Maintenance Bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This Bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

#### SPECIAL PROVISIONS

## FOR

## PART 1 - GENERAL REQUIREMENTS INDEX

- 1. DEFINITION AND INTENT
- 2. DRAINAGE DISTRICT REQUIREMENTS REGARDING THE PROJECT CLOSEOUT AND THE RELEASE OF RETAINED FUNDS
- 3. GENERAL PROVISIONS AND COVENANTS
- 4. WORK REQUIRED
- 5. SALVAGE OF MATERIALS AND EQUIPMENT
- 6. PLANS AND SPECIFICATIONS
- 7. CONSTRUCTION FACILITIES
- 8. SUBMITTALS
- 9. STANDARDS AND CODES
- 10. SOIL BORINGS
- 11. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS
- **12. EMPLOYMENT PRACTICES**
- 13. WORK HOURS/COMMUNITY EVENTS
- 14. DUST ABATEMENT
- 15. QUANTITIES
- 16. MAINTENANCE BOND AND WARRANTY PERIODS
- 17. MATERIALS TESTS
- 18. FIELD TESTS
- 19. MEASUREMENT AND PAYMENT
- 20. INCIDENTAL CONTRACT ITEMS
- 1. DEFINITION AND INTENT
  - A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
    - 1. The 2020 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
    - Omissions of words or phrases such as "the Contractor shall", "in accordance with", "shall be", "as noted on the Plans", "according to the Plans", "a", "an", "the" and "all" are unintentional; supply omitted words or phrases by inference.
    - 3. "Owner", and "District" shall mean Fensler Drainage District No. 1, 2 & 3, Pottawattamie & Harrison Counties, acting through the Fensler Drainage District No. 1, 2 & 3 Trustees.
    - 4. "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee,

assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.

- 5. "Engineer" shall mean the Bolton & Menk, Inc., or designated agent.
- 6. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- 7. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- 8. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 9. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.
- B. Engineer: Bolton & Menk, Inc., 300 W. McKinley Street, Jefferson, Iowa 50129, (515) 386-4101.
- 2. DRAINAGE DISTRICT REQUIREMENTS REGARDING THE PROJECT CLOSEOUT AND THE RELEASE OF RETAINED FUNDS
  - A. The general provisions and covenants, Division 1 of the 2020 SUDAS Standard Specifications are modified as follows:
  - B. The provisions of Iowa Code Sections 468.100 -103 shall take precedence over any conflicting provisions of the contract documents. This includes the following provisions.
    - Progress payments of 90% will be paid throughout the contract and no part of the retained funds owed contractor will be released until the statutory requirements for the closeout of a drainage district construction contract are completed. A finding of contract completion will not result in a reduction in the amount of retained funds. However, it will be considered by the Board of Trustees in determining the amount of liquidated damages to assess for a late-completed contract.
    - 2. When the engineer finds the work completed he will report and certify the satisfactory completion of the work to the Board of Trustees. Upon receipt of this report the board will set a date and time of a contract completion hearing at which to consider the report and give notice to the affected landowners and drainage district all as per Code Section 468.101.
    - 3. Any party interested in the said district or the improvement thereof may file objections to said report and submit evidence tending to show said report should not be accepted. Any interested party having a claim for damages arising out of the construction of the improvements or repair shall file said claim with the board at or before the time fixed for hearing on completion of the contract.
    - 4. If it finds the work under the contract has been completed and accepted, the board shall compute the balance due, and if there are no liens on file against such balance, it shall enter of record an order directing the auditor to draw a warrant in favor of said contractor upon the levee or drainage fund of said district for such balance found to be due, but such warrants shall not be delivered to the contractor until the expiration of thirty days after the acceptance of the work.
    - 5. If any claims for damages have been filed as provided in Code Section 468.102, the board shall review said claims and determine said claims. If the determination by the board on any claim for damages results in a finding by the board that the damages resulting to the claimant were due to the negligence of the contractor, them the board shall provide for payment of said claim out of the remaining funds owing to the contractor. If the determination by the board results in a

finding that the damages resulting to the claimant were not due to the negligence of the contractor but resulted from unavoidable necessity in the performance of the contract, then the board shall allow for payment of said claim in the amount fixed by the board out of the funds in said drainage district.

6. If the Board of Trustees determines at the hearing that the contractor has not completed the contract in full and that some uncompleted work remains to be done the Board of Trustees may continue the hearing until that work is completed. The board may otherwise use its discretionary authority to close the hearing and to accept the work so as to allow for the release of the retained funds but to withhold a sum determined by the board to not be released to the contractor until the engineer reports that the uncompleted work has been completed. The funds held pending the finish of uncompleted work will then be released to be paid to the contractor with the balance of the retained funds at the appropriate time or to be paid immediately if the balance of the retained funds has already been paid.

## 3. GENERAL PROVISIONS AND COVENANTS

- A. The general provisions and covenants, Division 1 of the 2020 SUDAS Standard Specifications are modified as follows:
  - 1. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.

2. Section 1050.1.05 Shop Drawings, Certificates and Equipment Lists.

The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

# 4. WORK REQUIRED

- A. Work under this contract includes all materials, equipment, transportation, traffic control and associated work for the construction of the Tile Improvements as described in the Official Publication.
- B. This project consists of one contract for all work described.
- C. The construction work will need to be phased to facilitate timely construction of the improvements.

# 5. SALVAGE OF MATERIALS AND EQUIPMENT

- A. The Owner retains first right of refusal for retaining any existing materials removed by the construction.
- B. The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- C. Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

# 6. PLANS AND SPECIFICATIONS

- A. The District will furnish 5 sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- B. Provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

## 7. CONSTRUCTION FACILITIES

- A. Provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- B. The Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- C. Do not store construction equipment, employee's vehicles, or materials on roads open to traffic. Location for storage of equipment by Contractors is subject to approval of Engineer.
- D. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- E. The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

## 8. SUBMITTALS

- A. Provide construction schedule showing dates of starting and completing various portions of work.
- B. Submit the following information for Engineer's review. Provide 3 copies plus copies required by Contractor. This information shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
  - 1. Testing reports.
  - 2. Manufacturer's data for materials that are to be permanently incorporated into the project.
  - 3. Details of proposed methods of any special construction required.
  - 4. Submit purchase orders and subcontracts without prices.
  - 5. Such other information as the Engineer may request to insure compliance with contract documents.
- C. Provide Traffic Control and staging plan (3 copies).

#### 9. STANDARDS AND CODES

- A. Construct improvements with best present-day construction practices and equipment.
- B. Conform with and test in accordance with applicable sections of the following standards and codes.
  - 1. American Association of State Highway and Transportation Officials (AASHTO).
  - 2. American Society for Testing and Materials (ASTM).
  - 3. Iowa Department of Transportation Standard Specifications (Iowa DOT).
  - 4. American National Standards Institute (ANSI).
  - 5. American Water Works Association (AWWA).
  - 6. American Welding Society (AWS).
  - 7. Federal Specifications (FS).
  - 8. Iowa Occupational Safety and Health Act of 1972 (IOSHA).
  - 9. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
  - 10. Standards and Codes of the State of Iowa and the local ordinances.

- 11. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.
- 10. SOIL BORINGS
  - A. None.
- 11. CONSTRUCTION WITHIN RIGHT-OF-WAYS
  - A. All work on this project will be within Owner's Right-of-Way, Easements or Public Property.
- 12. EMPLOYMENT PRACTICES
  - A. Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.
  - B. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
    - 1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
    - 2. To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

## 13. WORK HOURS/COMMUNITY EVENTS

- A. The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- B. The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of adjacent public property.
  - 1. None.
- 14. DUST ABATEMENT
  - A. The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem.

# 15. QUANTITIES

A. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The Owner reserves the right to increase or decrease these quantities as designated in the Contract, and the Contractor will be paid for only as much work as the Contractor is required to do by the Owner at the unit price stated in the Proposal.

#### 16. MAINTENANCE BOND AND WARRANTY PERIODS

- A. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
  - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within a 1-year period for drainage repair or improvements, from the date of

acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

#### 17. MATERIALS TESTS

- A. Material testing is as specified for construction and will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- B. Coordinate all material testing with the Engineer.
- C. Provide transportation of all samples to the laboratory.
- D. Do not ship materials to the project site until laboratory tests have been furnished showing compliance of materials with specifications.
- E. Provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregates are Iowa DOT approved.
- F. Certify that materials and equipment are manufactured with applicable specifications.

## 18. FIELD TESTS

Testing shall meet the requirements of the SUDAS Standard Specifications. Owner/Contractor testing responsibility is as follows:

- A. Testing Responsibility
  - 1. Owner
    - (a) Division 2, Earthwork, Section 3.09 Field Quality Control.
    - (b) Division 3, Trench and Trenchless Construction, Section 3.06 Trench Compaction Testing.
- B. The contractor shall be responsible for testing that is required of the contractor by the SUDAS Standard Specifications.
- C. If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

#### 19. MEASUREMENT AND PAYMENT

- A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth in the bid item reference notes. Refer to the C sheets for bid items reference notes. All other items of work are incidental to construction.
- B. Payment for work done will be in accordance with estimates approved monthly by the Engineer and in Drainage Warrants issued by the Drainage District, which, if registered and stamped "not paid for want of funds ", shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended. The Board reserves the right to issue Drainage District Improvement Certificates pursuant to Chapter 468 of the Code of Iowa, as amended, which certificates may be given in exchange for outstanding warrants issued to the Contractor or to the holder thereof. Said warrants to be surrendered, if called by the Board, in exchange for Drainage District Improvement Certificates which shall be taken by the Contractor or holder at par and shall bear interest at a rate fixed by the Board not to exceed the maximum set by law in accordance with Chapter 468 of the Code of Iowa, as amended.

C. Progress payments will be made in an amount equal to ninety percent (90%) of the work completed. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the Board, subject to the conditions and in accordance with the provisions of Chapter 468 of the Code of Iowa, as amended.

## 20. INCIDENTAL CONTRACT ITEMS

A. The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

Connections to drain tile and pipes unless specified for separate payment. Construction and removal of temporary field entrances and access roads. Construction fencing. Construction staging & phasing. Coordination and cooperation with affected property owners. Coordination and cooperation with Pottawattamie & Harrison Counties. Coordination and cooperation with other Contractors. Coordination and cooperation with other projects in the area. Coordination and cooperation with utility companies. Dewatering and handling storm water flow during construction. Dust control measures. Engineering fabric. Excavation, verification and protection of existing utilities. Field testing. Finish grading. Full depth saw cutting of existing pavement. Grading for drainage outlets. Granular backfill and bedding for pipe installation. Granular surfacing removal. Maintenance and watering for seeding and sodding. Maintenance of erosion control measures, including silt removal. Material testing. Monitoring weather conditions. Mowing. Overhaul. Pipe and structure bedding material. Protection of existing utilities and light poles. Removing and reinstalling existing signs. Reseeding.

Site cleanup/restoration.

Temporary safety closures. Temporary sheeting and shoring.

#### END OF SECTION

#### SPECIAL PROVISIONS

FOR

#### PART 2 – DRAINAGE DISTRICT IMPROVEMENTS/REPAIRS

#### INDEX

- 1. GENERAL
- 2. EXISTING UTILITIES
- 3. PROJECT SUPERVISION
- 4. COORDINATION WITH OTHERS
- 5. CONSTRUCTION LIMITS
- 6. CONSTRUCTION SCHEDULE
- 7. CONSTRUCTION PHASING
- 8. CONSTRUCTION STAKING
- 9. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR
- 10. DISPOSAL
- 11. DEWATERING
- 12. TRAFFIC CONTROL
- **13. TEMPORARY FENCES**
- 14. RESPONSIBILITY OF CONTRACTOR
- 15. EARTHWORK
- 16. SITE WORK AND LANDSCAPING
- 1. GENERAL
  - A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
  - B. Cooperate with the Owner and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
  - C. Provide adequate personnel and equipment to perform work within specified time of construction.
  - D. Install and maintain orange safety fence around all open trenches or open structures when left unattended.
  - E. Provide surface restoration and clean up as construction progresses.

## 2. EXISTING UTILITIES

- A. Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities to field verify their locations ahead of the work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. With the exception of water lines, utility companies will relocate utility infrastructure in direct conflict with line and grade of the work during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- G. If utility work does occur during the construction period, work schedules from the Contractor and from the utility companies will be submitted to the Engineer for coordination to obtain mutually acceptable schedules, if possible.
- H. Existing utilities shall remain in substantially continuous operation during construction. Select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Owner and Engineer.
- I. No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.
- 3. PROJECT SUPERVISION
  - A. The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding by a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The superintendent or representative must be duly authorized to receive and execute instructions, notices and written orders from the Engineer.
  - B. Issues that arise during construction relating to traffic control and construction staging, etc. are the responsibility of the Contractor.
  - C. Weekly progress meetings, if specified at the preconstruction conference, with the Contractor, Engineer and Owner will be held at the project site to review the updated project schedule and progress, coordinate activities, resolve conflicts and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference.
  - D. Refer to Division 1 General Provisions and Covenants, Section 1080 Contractual Provisions, Part 1 Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

#### 4. COORDINATION WITH OTHERS

- A. Cooperate and coordinate construction with the Owner, utility companies, affected property Jurisdictions and other contractors working in vicinity of this project.
- B. It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- C. Coordinate with property owners prior to beginning work that will affect their parcel.

## 5. CONSTRUCTION LIMITS

- A. Confine the construction operations within the construction limits shown on the plans.
- B. Do not store equipment, vehicles or materials within the right-of-way of any roads open to traffic or on temporary access roads at any time.
- C. Areas disturbed outside of construction limits shall be restored at the Contractor's expense to the satisfaction of the Owner. Contractor shall protect trees, fences, and landscaping within the construction limits not marked as remove.

## 6. CONSTRUCTION SCHEDULE

- A. The Contractor will prepare and submit to the Engineer for approval a project schedule that will assure the completion of the project within the time specified.
- B. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- C. Submit construction schedule at the preconstruction conference and periodically update it as requested by the Engineer.
- D. The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- E. Notify the City, County, State and property owners at least 48 hours prior to any road closures.
  - 1. Notify all property owners, affected by the road closures by written notice placed on the front door. Include the following items in the notice:
    - (a) The road name, location and proposed date of road closure.
    - (b) The estimated schedule for completion of work.
    - (c) The estimated date for reopening of the road.
- 7. CONSTRUCTION PHASING
  - A. Refer to construction staging and traffic control plans when included in construction plans.
  - B. Include construction phasing on the required construction schedule submittal.

#### 8. CONSTRUCTION STAKING

The Owner, or an authorized representative, will provide construction staking. The Contractor shall provide two Working Days written notice to the Engineer to begin requested survey, staking, or layout work. Subsequent staking shall require two working days' notice in advance of the staking needs. Contractor shall be responsible for layout of all other construction items including, but not limited to, traffic control, structure removal, pavement markings, seeding, inlet filters and silt fence. **One-time staking shall be provided.** Any re-staking shall be paid for by the Contractor.

Construction staking, provided by the Owner on the project, will include the following:

#### A. HORIZONTAL AND VERTICAL CONTROL

Locate and maintain all horizontal control points and vertical benchmarks as listed on the plan sheets that may be destroyed by the plan construction.

#### B. REMOVAL LIMITS

Locate removals and pavement, sidewalks, drives, structure, trees. Removals not authorized or outside of removal limits shall be at Contractor expense.

#### C. DRAIN TILE, CULVERTS/STRUCTURES

- 1. Offset grade stakes shall be provided for all structures and bends. Offset grade stakes shall also be provided 50' from both sides of a structure.
- 2. Centerline stakes for drain tile shall be provided in a manner which ensures a direct line of site between adjacent stakes.
- D. GRADE STAKING
  - 1. Ditch grade at 100-foot intervals including grade breaks.

#### 9. CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- A. Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- B. When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- C. The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- D. The Owner and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48-hour notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

#### 10. DISPOSAL

Remove from project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified.
 Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.

- B. Dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
  - 1. Dispose of broken concrete, asphalt, granular material, rubble, excess or unsuitable excavated material. Contractor is responsible for selecting disposal site.
  - 2. Cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
  - 3. The Owner has the first right to any excess materials from construction.

#### 11. DEWATERING

- A. Perform all construction work in dry conditions.
- B. Submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- C. Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- D. If excavation encounters only cohesive soils with no wet sand seams or layers, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- E. Do not pump water from open excavation in sand and gravel below the natural ground water level.
- F. Maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
  - 1. Install dewatering system (well points or shallow wells) when working in cohesionless soils.
  - 2. Costs of installing and operating dewatering system must be approved by Owner before dewatering starts.
- G. Provide for handling surface water encountered during construction.
  - 1. Prevent surface water from flowing into excavation, remove water as it accumulates.
  - 2. Divert surface water and storm sewer flow around areas of construction.
  - 3. Do not use sanitary sewers for the disposal of trench water.
- H. Backfill pipe and structures prior to stopping dewatering operations. Do not lay pipe or construct concrete structures on excessively wet soils.
- I. The costs of handling both surface water and groundwater are incidental.

#### 12. TRAFFIC CONTROL

- A. Furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any roads.
- B. Provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

- C. Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- D. Provide continuous access for police, fire, and other emergency vehicles.

#### 13. TEMPORARY FENCES

- A. Install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- B. Provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
  - 1. Materials: Iowa DOT Section 4188.03.
  - 2. Use unless required otherwise.
- C. Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- D. Remove temporary fencing upon completion of construction.

#### 14. RESPONSIBILITY OF CONTRACTOR

- A. Supervision of the work.
- B. Protection of all property from injury or loss resulting from construction operations.
- C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- D. 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 the Contractor of responsibility for damage thereto caused by construction operations.
- E. Keep cleanup current with construction operations.
- F. Comply with all Federal, State, and the local laws and ordinances.

#### 15. EARTHWORK

- A. Clearing and Grubbing
  - 1. Work shall be conducted in a manner which minimizes the inconvenience caused by the Work to adjacent landowners.
  - 2. Engineer has the authority to limit clearing and grubbing to specific areas until all Work in that area is complete.
  - 3. Engineer has the authority to temporarily prohibit clearing and grubbing in an area for the purpose of allowing time for a crop to be harvested, if said temporary prohibition does not materially negatively affect the progress of the project.

#### 16. SITE WORK AND LANDSCAPING

- A. Fence Removal
  - 1. After the contract has been awarded the Engineer shall notify all landowners with property within the work limits that have fence which will interfere with the prosecution of the work.
  - 2. Contractor shall give ten (10) days notice to Engineer prior to removing any livestock fencing. After the 10 day notice period has expired, Contractor may remove fence that interferes with the prosecution of the work.
  - 3. Fence may be disposed of by burial within the work limits. Wire mesh shall be flattened. All fencing material disposed of by burying shall be buried to a depth of at least 4 feet below finished grade.

#### END OF SECTION

## SUPPLEMENTAL SPECIFICATIONS

FOR

## RURAL PUBLIC DRAINAGE REPAIRS AND IMPROVEMENTS

#### INDEX

THESE SUPPLEMENTAL SPECIFICATIONS ARE INTENDED TO PROVIDE DETAILED SPECIFICATIONS SPECIFIC TO RURAL DRAINAGE DISTRICT PROJECTS. THEY ARE TO BE CONSIDERED IN TANDEM WITH THE SUDAS SPECIFICATIONS AND WHERE IN CONFLICT THESE SUPPLEMENTAL SPECIFICATIONS SHALL APPLY. ALL OTHER DEFERENCE IS GIVEN TO THE PLAN NOTES, ESTIMATE REFERENCES AND THE SUDAS SPECIFICATIONS IN THAT ORDER.

PART 1 – GENERAL

#### **SECTION INCLUDES**

- 1.01. DESCRIPTION OF WORK
- 1.02. SUBMITTALS
- 1.03. SUBSTITUTIONS
- 1.04. DELIVERY, STORAGE AND HANDLING
- 1.05. SCHEDULING AND CONFLICTS
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#### PART 2 – PRODUCTS

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- 3.07. STEEL SHEET PILING
- 3.08. GEOTEXTILE FABRIC
- 3.09. CONCRETE GROUT FOR RIPRAP REVETMENT
- 3.10. EXPLORATORY INVESTIGATION
- 3.11. ADMINISTRATION OF EROSION MANAGEMENT PLAN
- 3.12. OPEN DITCH SILT CURTAINS

## PART 1 – GENERAL

#### 1.01. DESCRIPTION OF WORK

Additional work items for Drainage District Improvements / Repairs.

## 1.02. SUBMITTALS (IF NOT INCLUDED IN SUDAS SPECIFICATIONS)

- A. **Open Ditch Seeding and Fertilizing:** Provide all seed sacks with identification tags attached, Germination tests less than one year old required. Provide fertilizer bag tags or other proof of compliance.
- B. **Open Ditch Surface Drain and Tile Extension Pipes:** Provide manufacturer's certification of compliance with specification requirements for pipe, drain tile and appurtenances.
- C. **Steel Sheet Pile:** Provide manufacturer's shop drawings and certification of compliance with specification requirements for Steel Sheet Pile.
- D. Comply with Division 1 General Provisions and Covenants.

## 1.03. SUBSTITUTIONS

- A. **Open Ditch Surface Drains and Tile Extensions:** Obtain prior approval for additions or changes in location, diameter and length of pipe shown on drawings or as otherwise required by Engineer.
- B. Comply with Division 1 General Provisions and Covenants.

#### 1.04. DELIVERY, STORAGE AND HANDLING

Comply with Division 1 – General Provisions and Covenants.

#### 1.05. SCHEDULING AND CONFLICTS

Comply with Division 1 – General Provisions and Covenants.

# 1.06. SPECIAL REQUIREMENTS

# 1.07. MEASUREMENT AND PAYMENT

# A. Open Ditch Excavation:

- 1. **Measurement:** Open ditch excavation shown on plans computed by using the average end area method using surveyed cross-sections for the preparation of the plans, to which a percentage has been added to allow for up to 0.5 feet of extra depth in the ditch bottom and for other necessary over-excavation. This percentage is shown in the estimate reference. No additional measurements will be made. The quantities of excavation on the drawings and in the Contract represent the final quantity of excavation for the completed work.
- 2. **Payment:** Unit price per cubic yard for the quantity of open ditch excavation stated in the Proposal.
- 3. Includes: Construction of access roads, excavating and depositing spoil, overhaul, over excavation, removal of minor ditch bank sloughs, excavation to allow for placements of revetment, excavation of silt traps upstream of temporary open ditch silt curtains where specified, patrolling for sediment and removal in reaches previously cleaned, and finish shaping and sloping of the channel. Includes removal of friable ledge rock as can be accomplished using contractors planned equipment. Includes furnishing all equipment, tools, labor and incidentals necessary to complete the work.
- 4. **Does not Include:** Excavation of solid ledge rock or bedrock or necessary topsoil work when specified (Each will be paid under separate bid items or negotiated extra work).

# B. Remove Sloughs and Meanders:

- 1. **Measurement:** Per station which includes removal of all sloughs, meanders on both sides and excavation required to bring ditch to design elevation. Also includes excavation required to construct slope in the areas that have sloughed to a stable 2:1 slope. Includes spoil leveling unless otherwise allowed by the engineer. This also includes furnishing all material, labor, equipment, tools and all miscellaneous associated work necessary to complete the item.
- 2. **Payment:** Unit price bid per station shown on the proposal. Contract price and payment shall constitute full compensation for access, excavating and depositing spoil, shaping and sloping of the channel and bank, and furnishing all equipment, tools, labor and incidentals necessary to complete the work in accordance with the drawings and specifications.

# C. Open Ditch Spoil Bank Leveling:

- 1. **Measurement:** Measure at 100 foot stations along centerline of ditch with no deduction for Public Road rights-of-way, intersecting open ditches, private crossings and the like. Measurement may in some circumstances apply to one side of open ditch.
- 2. **Payment:** Unit price per 100 foot station shall be full compensation for spoil shaped and sloped to a relatively uniform cross section in conformance with the typical leveled spoil bank cross section shown on the plans.
- 3. Includes: Deep tilling, rock removal (performed two (2) times) and disking, leveling and shaping deposited spoil both old and new to uniform cross-section on one side or both sides of the open ditch respective as specified. Includes furnishing all labor, equipment, tools and miscellaneous associated work necessary to complete item. Includes construction or re-construction of road ditch dikes and field entrances and minor shaping and grading to maintain drainage on the field side of the spoil bank.
- 4. **Does not Include:** Necessary topsoil work when specified (Paid under separate bid items).

# D. Open Ditch Seeding and Fertilizing:

- 1. **Measurement:** Measure at 100 foot stations along centerline of ditch with no deduction for public road rights-of-way, intersecting open ditches, private crossings and the like. No measurement of the area actually seeded will be taken.
- 2. **Payment:** Unit price per 100 foot stations shall be full compensation for seeding and fertilizing disturbed ditch banks on both sides of the open ditch at the rates specified in the contract documents.
- 3. **Includes:** Supplying seed sacks and tags and fertilizer tags or other evidence of compliance with the specs to the Engineer. All required seed treatments, any necessary seed bed preparation, labor, equipment, tools and miscellaneous associated work necessary to complete item on one side or both sides as specified.

# E. Open Ditch Surface Drain and Tile Extension Pipes:

1. **Measurement:** Lineal foot by nominal pipe size.

- 2. **Payment:** Unit Price bid per lineal foot. Necessary extensions of drain tile to the tile outlet pipe or relays shall be paid at the unit price bid for applicable diameter tile outlet pipe for the actual length installed.
- 3. Includes: Providing log of tile extension and surface drain work to Engineer. Furnishing, handling, laying pipe materials, concrete collars, connecting bands, trench excavation, backfilling, removal and disposal of replaced material, administration of changes in pipe sizes, lengths and locations, movements of equipment throughout the work limits, and providing all materials, labor, equipment, tools and miscellaneous associated work to complete item. Also includes transportation, handling, restock and other associated fees for returning or adding pipe.
- 4. **Does Not Include:** Bedding rock where it is determined by the engineer to be needed to complete the work will be paid for separately under appropriate bid item.

# F. Drainage Pipe Tees / Elbows / End Caps / Apron Section / Reducers / Field Tile Connections:

- 1. Measurement: Number of each by nominal size as bid.
- 2. **Payment:** Unit price for each by specified size.
- 3. Includes: All materials, labor, equipment, tools and miscellaneous associated work necessary to fabricate or extend or connect pipe or install appurtenances. For tees, elbows and reducers, price includes fabrication of the structure and installation only. All lengths of pipe shall be paid under the appropriate bid items. End caps and apron sections include the materials cost and their lengths are not included in the drainage pipe measurements for payment. Includes pipe bedding rock required to account for avoidable over excavation of the installation trenches depths or widths.
  - a. **Tees:** Stub pipe is assumed 1 LF in length.
  - b. Field Tile Connections < 12" Diameter: Includes furnishing up to 20 LF of Heavy Duty Corrugated Polyethylene Drainage Tubing.
  - c. Field Tile Connections >/= 12" Diameter: Includes field fabricating as needed of up to two standard length sections of RCP (The class to be the same or stronger as the receiving pipe) of the same or next larger standard size than the tile being connected. Length of RCP installed will be paid under the appropriate bid item for the size and class of pipe installed.
- 4. **Does not Include:** Bedding rock where it is determined by the engineer to be needed to complete the work will be paid for separately under appropriate bid item.

# G. Steel Sheet Pile:

- 1. Measurement: Square foot of material.
- 2. **Payment:** Unit price per square foot of material furnished and installed to the plan lines shown on the plans.
- 3. **Includes:** Steel waler and other appurtenances, temporary guide structures, excess material to account for deformation of tops of sheet pile sheets and for other damages during construction, all materials, labor, equipment, tools and miscellaneous associated work necessary to construct or fabricate the sheet pile wall to the neat lines shown on the plans.
- 4. **Does not Include:** Payment will not be made for area of sheet pile which is accepted by engineer but installed short of plan lines.

# H. Geotextile Fabric:

- 1. Measurement: Square yard of material placed.
- 2. Payment: Unit price per square yard of material placed as shown on the plans.
- 3. **Includes:** All materials, labor, equipment, tools and miscellaneous associated work necessary to place, shape, compact and grade the receiving earth surface for the installation of geotextile fabric. Includes cutting and overlaps. Includes anchoring work and materials.

# I. Concrete Grout for Riprap Revetment:

- 1. Measurement: Cubic yard of material placed.
- 2. **Payment:** Unit price per cubic yard of material placed as shown on the plans.
- 3. Includes: All materials, labor, equipment, tools and miscellaneous associated work necessary to mix, transport and place and incorporate into the receiving riprap the concrete grout as shown on the plans. Includes brooming the grout into riprap and removing by broom excess grout from exposed surfaces of the riprap. When ready-mixed grout is furnished, the contractor shall furnish delivery tickets showing the time of loading and the quantities of materials used for each load of grout mix.

# J. Exploratory Investigation:

- 1. **Measurement:** Hours spent locating existing tile and other underground facilities as shown on the plans or directed by the Engineer.
- 2. **Payment:** Unit price per hour for time spent locating existing tile and other underground facilities as shown on the plans or directed by the Engineer.
- 3. **Includes:** Excavator, operator, all labor, materials and appurtenant equipment necessary to locate existing tile and other underground facilities and to backfill all excavations.

# 4. Does not Include:

- a. Down time waiting for Engineer to review exploratory pit.
- b. Repair of tile lines damaged during the search not due to negligence as determined by Engineer.
- c. Necessary repairs will be paid separately as extra work.

# K. Administration of Erosion Management Plan:

- 1. **Measurement:** Lump Sum item, no measurement will be made. Engineer will verify that efforts to comply with the plan have been made.
- 2. **Payment:** Paid as Lump Sum upon completion of the work. May be adjusted if engineer determines that efforts to comply with the plan requirements were not satisfactorily made.
- 3. **Includes:** Scouting installation locations of erosion controls, patrolling for maintenance of erosion controls, cleaning of silt fence, all labor, equipment, tools and miscellaneous work necessary to reasonably control erosion and pollution on the project site.

# L. Open Ditch Silt Curtains:

- 1. **Measurement:** For each temporary silt curtain placed and removed.
- 2. **Payment:** For each temporary silt curtain placed and removed in compliance with the requirements of the Storm Water Erosion Management Plan.

3. **Includes:** All labor, material, equipment, tools and miscellaneous work necessary install and remove the Temporary Silt Curtain as described in the Storm Water Erosion Management Plan.

# 4. Does Not Include:

- a. Excavation of sediment pit upstream of curtain paid for under open ditch excavation bid item.
- 5. Cleaning or maintenance of in place structures. All maintenance of silt fence is paid under the Administration of Erosion Management Plan Bid Item.

## PART 2 – PRODUCTS

## 2.01. OPEN DITCH EXCAVATION

- A. Open ditch excavation includes all materials at or above the design grade plus an assumed up to 0.5 feet of over-excavation within the existing or designed channel cross-section to account for immediate sediment deposition, regardless of its nature.
- B. Rock ledges may be encountered from time to time. Contractor shall notify the engineer immediately when such is encountered. Contractor shall remove the friable rock to the extent possible using the equipment contractor intended to use to excavate earth from the open ditch.

# 2.02. OPEN DITCH SEEDING AND FERTILIZING

A. Seed Mixture (Germination tests less than one year old):

Brome Grass50 lb/Ac (1.15 lb/1000 SF) PLSWinter Rye1.5 Bu/Ac PLSOats2.5 Bu/Ac PLS

- B. Pre-Seeding Fertilizer: 6-20-20 500 lb/Ac (11 lb/1000 SF)
- C. **Post Emergence Fertilizer:** Urea 65 lb/Ac (1.5 lb/1000 SF)

# 2.03. OPEN DITCH SURFACE DRAIN AND TILE EXTENSION PIPES

- A. Tile Outlet and Surface Drain Pipes:
  - 1. Corrugated Metal Pipe (CMP): SUDAS 4020-201-G
    - a. Annular Corrugations Only.
    - b. Riveted Seams Only.
    - c. 16 gauge unless otherwise specified.
    - d. Use same material as pipe for all joint material and appurtenances.
    - e. 12" minimum diameter for Tile Outlets.
    - f. 15" Minimum Diameter for Surface Drains.

# B. Drain Tile Extensions to Tile Outlet Pipe:

1. Reinforced Concrete Pipe (RCP): SUDAS 4020-201-A

- a. For finished cover depths less than 8 feet, class III pipe shall be used.
- b. For finished cover depths greater than 8 feet, class IV pipe shall be used.
- 2. Polyvinyl Chloride Pipe (PVC): SUDAS 4020-201-E

# C. Accessories:

- 1. **Animal Guards:** Agri Drain Zinc Coated Steel Install far enough in the pipe to allow it to swivel up and let trash pass without exposing the guard beyond the pipe.
- 2. **Flap Gate:** Agri Drain Heavy Duty, 3/16" steel construction with powder coat finish, sealing collar, dual stainless steel bolt hinge.
- 3. Connecting Bands: 12" wide.
- 4. Anti-Seep Collars: Bottom half only.

# 2.04. REINFORCED CONCRETE PIPE TEES / ELBOWS / END CAPS / APRONS / REDUCERS / FIELD TILE CONNECTIONS

- A. Tees: Shall conform to IDOT Standard Road Plan DR-142.
- B. **Elbows:** Shall conform to IDOT Standard Road Plan DR-141.
- C. Endcaps: Shall conform to IDOT Standard Road Plan DR-142.
- D. Aprons: Shall conform to IDOT Standard Road Plan DR-201.
- E. **Reducers:** Shall conform to ASTM C76, shall have reinforcement continuous through the pipe sizes transition area and be manufactured by the concrete pipe supplier.
- F. Field Tile Connections:
  - 1. **RCP:** Conform to ASTM C76.
  - 2. **Polyethylene:** Conform to AASHTO M 252, Type C, corrugated interior and exterior or Type S corrugated exterior and smooth interior. Pipe shall be non-perforated.

# 2.05. STEEL SHEET PILING

A. Sheet piling shall conform to the requirements of ASTM A328 (Steel Sheet Piling), A572 (HighStrength Low-Alloy Columbium-Vanadium Structural Steel), or A690 (High-Strength Low-Alloy steel H-Piles and Sheet Piling for Use in Marine Environments). The sheet piling provided shall meet the required cross-section, section modulus, thickness, and steel grade shown on the drawings. Fabrication of sheet piles from shorter lengths of pile stock is not permitted.

# 2.06. ENGINEERING FABRIC FOR UNDERLAYING RIPRAP REVEMENT

A. Comply with Iowa DOT Article 4196.01, B (Embankment Erosion Control) and Iowa DOT Materials I.M. 490.01, Appendix G

# 2.07. CONCRETE GROUT FOR RIPRAP REVETMENT

A. Cement shall be Type I or Type II Portland cement conforming to ASTM C 150. Fly ash shall be in compliance with ASTM C 618, Class F or C. It may be used as a partial substitution for Portland cement for amounts not to exceed 20 percent of the total amount of cementitious material in the grout. The loss by ignition shall not exceed 4.0 percent. Fine aggregate shall conform to ASTM C 33 and shall be composed of clean, uncoated grains of material. Water shall be clean and free of harmful chemicals. Air entraining admixtures shall conform to ASTM C 260.

# B. GROUT MIX:

# The grout mix shall be as follows:

- 1. **Cement:** 10 sacks or 940 pounds per cubic yard.
- 2. Fine concrete aggregate: 2,100 pounds per cubic yard.
- 3. Water: 45 gallons per cubic yard or enough to provide a thick creamy consistency.
- 4. Air content: 6 to 10 percent.

No mixing water in excess of the amount called for in the grout mix shall be added during mixing, hauling or after arrival of the mix at the delivery point.

# 2.08. OPEN DITCH TEMPORARY SILT CURTAIN

- A. **Fabric:** Comply with Iowa DOT Standard Specifications Article 4196.01.
- B. **Posts:** 4 foot minimum steel (T-section) weighing at least 1.25 pounds per foot, exclusive of anchor plate. Painted Posts are not required. Good used posts are acceptable.

## PART 3 – EXECUTION

## 3.01. OPEN DITCH EXCAVATION

## A. Alignment:

1. Follow alignment provided which will be the approximate centerline of existing open ditch unless otherwise shown or as directed by Engineer.

# B. Equipment:

- 1. Excavators shall be used for cleanout to minimize bank disturbance. Draglines will not be allowed without permission of engineer.
- 2. Other equipment, as required, to complete project.

# C. Preparation:

- 1. Obtain Engineer's acceptance of clearing and grubbing work.
- 2. Construct an adequate work road where excavation will be from an existing spoil bank.

# D. Excavation:

- 1. Includes sloping, shaping and removal of material from open ditch channel to reconstruct ditch bottom and side slopes.
- 2. Shape and slope ditch bottom and side slopes to reasonably conform with alignment, grade and cross sections of existing ditch bank, or flatter, or as shown on plans or as established by Engineer. All work not in conformance with this requirement shall be redone at no additional expense.
- 3. Unless otherwise detailed on the plans or directed or allowed by the Engineer, excavation shall commence at the downstream end of the project and proceed upstream.
- 4. Unless otherwise shown on the plans, excavation shall be carried out from both sides of the ditch and spoil shall be placed in approximately equal amounts on both sides of the ditch.

5. Avoid excessive over-excavation or bottom width expansion which threatens stability of ditch slopes.

# E. Deposition:

- 1. Unless otherwise shown on the plans, spoil shall be removed uniformly from the ditch and shall be cast in piles beside the ditch as it is excavated.
- 2. Deposit all excavated material at least the width of the excavator tracks set back from the top of the existing ditch bank on existing ground surface unless directed or allowed otherwise by Engineer.
- 3. Contractor shall fill and/or shape overbank washouts to reasonably conform to the ditch cross section plan design. This is subsidiary to the work.
- 4. Locate spoil bank where shown on plans.

# F. Work in Road/Railroad Rights-of-Way:

- 1. Unless otherwise provided for contractor shall apply for and secure permits to work in rights-of-way.
- 2. Unless otherwise detailed on the plans or as directed by the Engineer, no spoil shall be placed within public road or railroad right-of-way, except where permitted for access.
- 3. Contractor shall notify the appropriate road or railroad representative prior to commencing work within any right-of-way.

# G. Procedures at Bridges:

- 1. Private Bridges (only those <u>not</u> scheduled for removal):
  - a. Remove and replace bridge deck to facilitate necessary excavation at contractor's option and expense.
  - b. Contractor will not be held responsible for damage to structure due to design grade line being below existing footings.
- 2. Private Bridges (only those scheduled for removal):
  - a. Remove bridge deck and cut pilings flush with ditch bank.
  - b. Burn and bury or otherwise dispose of all bridge materials removed.

- 3. County, State or Bridges or Culverts:
  - a. Remove sediment in a manner approved by Agency consistent with permit requirements.

### 3.02. REMOVE SLOUGHS AND MEANDERS:

### A. Bank Slides, Scour and Sloughs:

1. Any areas of scour, bank slide, or sloughing should be shaped to a uniform cross section in compliance with the typical cross section shown on the plans. Shape bank to a stable 2:1 slope. Shape all areas of bank failure and erosion to stable slopes.

#### B. SILT DEPOSITS AND MEANDERS:

1. Remove any siltation, sand, or deposited materials. Includes all bank shaping as needed for stability.

### C. SPOIL BANK LEVELING:

1. Remove any rocks, rubbish and debris, and level spoil and slope to a uniform cross section with bulldozer.

### 3.03. OPEN DITCH SPOIL BANK LEVELING

### A. Shaping:

- 1. Spoil shall be located shaped and sloped to a uniform cross section in compliance with the typical cross section shown on the plans.
- 2. Deep till, disk and spring tooth harrow spoil banks to depth of 8" minimum and pick up rocks and debris that surface. Perform this operation (deep till and rock / debris removal) two (2) times. Operation shall continue until all dirt clods are 4" or smaller with uniform slope and appearance from top of bank to toe of slope, subject to Engineer's approval.
- 3. Deep till and level all compacted areas caused by the contractor's equipment.

### B. Cleanup:

- 1. Pick up and dispose of all boulders and rocks over 3" in diameter (fist size).
- 2. Dispose of all broken concrete over 3" in size.

- 3. Dispose of all large tree roots and other rubbish that surface during finishing operations.
- 4. Dispose in manner approved by Engineer.

### 3.04. OPEN DITCH SEEDING AND FERTILIZING

#### A. Equipment:

- 1. If a contractor chooses to perform daily seeding, the final pass of the excavator shall be with a toothed bucket to sufficiently disturb the ditch bank to more effectively hold seed.
- 2. If contractor chooses to do non-daily seeding and in areas where timely daily seeding has not been accomplished, a scarifier or other approved means shall be used to disturb the bank to a depth of 2 inches. An acceptable scarifier is shown on the plans.

### B. Daily Seeding Method (April 1 – October 15):

- Between April 1 and October 15, disturbed open ditch bank slopes above the normal water surface are to be fertilized and seeded with a portable cyclone seeder or by other approved means at least once each day including at the end of each day of work.
- 2. Fertilizer and seed shall be uniformly placed and sown as soon as practical on the fresh cut slope while the cut is still wet so that the placed material will adhere. No special preparation of areas to be seeded will be required, unless directed otherwise by Engineer.
- 3. Ditch bank slopes finished after October 15 are to be fertilized and seeded between the following April 1 and May 1 using the non-daily seeding method.
- 4. If weather prevents seeding at the end of the day, the reach shall be seeded first thing the next work day. Engineer shall determine when bank disturbance is required following a delay caused by weather. All other delays shall be assumed to trigger the requirement to seed according to the non-daily seeding method.
- 5. If contractor's daily seeding work is not being satisfactorily done the engineer may require that the remaining seeding be done using the non-daily seeding method for no additional compensation. Engineer may direct that poorly done areas of the seeding be redone using the non-daily seeding method and for no additional compensation.

6. After seed has germinated, contractor shall uniformly surface apply post emergence fertilizer at the specified rate.

### C. Non-Daily Seeding Method (April 1 – June 1 and August 15 – October 15):

- The contractor may opt to forego daily seed applications and instead seed long reaches of the banks of the ditch at a time. Under this option, contractor must moisten the denuded bank by applying a minimum of 0.5 gal/sf of water from the channel prior to scarifying the denuded ditch bank to a depth of 2 inches with a scarifier (or other approved means of bank disturbance) prior to applying fertilizer and seed. An acceptable scarifier is shown on the plans.
- 2. Engineer at Engineer's sole discretion may require up to two additional applications of water and up to two passes of the scarifier if ditch banks are not sufficiently prepared for seeding.
- 3. Fertilizer and seed shall be uniformly placed and sown as soon as practical on the fresh cut slope while the cut is still wet so that the placed material will adhere. No special preparation of areas to be seeded will be required, unless directed otherwise by Engineer.
- 4. After seed has germinated, contractor shall uniformly surface apply post emergence fertilizer at the specified rate.

### 3.05. OPEN DITCH SURFACE DRAIN AND TILE EXTENSION PIPES

A. Contractor is required to maintain and provide a log of all drain tile line extension and surface drain pipes work on the open ditch. Contractor shall record the location, existing tile material, size, strength and length of materials installed, other work performed and equipment and labor time. Maintaining this log is incidental to the contract and it is to be shared with the engineer's representative during the work to better assure that it is being accurately and consistently kept. Failure to maintain an accurate log may result in Contractor being required to expose some or all of the pipe for field verification of quantities at contractor's expense.

### B. Installation:

- 1. Complete channel excavation at the pipe location prior to commencing this work.
- 2. Pipes shall be in minimum lengths of twenty (20) feet unless directed or allowed otherwise by Engineer.

- 3. Field cutting by contractor shall be anticipated. Make all cuts for metal pipe with torch or saw. Grind rough edges.
- 4. Excavate and backfill as required for installation.

### C. Trench, Pipe Bedding and Envelope:

- 1. Trench shall be not more than 24 inches wider than outside diameter of pipe.
- 2. The trench bottom shall be carefully shaped to closely match at least one sixth of the outside radius of the pipe.
- 3. Backfill shall be with on-site moist soil mechanically compacted in shallow lifts not exceeding six inches thick around and to six inches above the pipe to the satisfaction of the engineer. No density tests will be required. The remainder fill shall also be moist soil in uniformly placed and consolidated 12-inch layers to the finished ground surface.

### D. Existing Drain Tile and Outlet Pipes:

- 1. Do not disturb existing drain tile except as necessary to extend tile and connect corrugated metal pipe outlets.
- 2. If given two weeks advance notice, engineer will mark all known pipe prior to excavation of the open ditch. If Contractor damages a marked pipe which was to remain un-disturbed, Contractor shall repair or replace the damaged pipe at no expense to Owner.
- 3. When necessary to extend or relay tile lines 12" diameter or larger, to connect to tile outlet pipe, the extension shall be made with reinforced concrete pipe of the class and size required. The RCP shall be the same or next larger standard size as is the tile being connected.
- 4. All smaller tile shall be extended using 10" diameter PVC as specified in the contract documents. This pipe shall be fitted over the existing tile whenever possible and be connected to the tile outlet pipe.
- 5. Necessary extensions or relays of existing tile less than forty feet in length may be completed when discovered, longer extensions must be first approved by Engineer.

- Joint shall be double wrapped continuously around circumference with 12" wide geotechnical fabric. Connections of dissimilar tile shall then be encased with concrete 6" thick by 12" wide minimum.
- 7. Where a lateral tile line is found to be crushed, cracked and/or filled with sediment, Contractor shall notify the Engineer prior to doing additional work. Engineer will determine if replacement or abandonment is warranted.
- 8. Remedial tile work will not extend beyond the work limits.

### E. Surface Drain Pipe:

- 1. Locate in low spots along open ditch or as directed by Engineer to provide drainage of surface runoff waters through finished spoil banks.
- 2. Camber trench bottom slightly in deeper areas in anticipation of spoil bank foundation settlement.
- 3. Install with the pipe inlet end 1/2 pipe diameter (not to exceed 1.0 foot) below the low grade elevation at outer spoil slope toe.
- 4. Install outlet with no more than two (2) feet of exposed pipe, no more than three (3) feet above the design ditch flow line (ditch bottom).
- 5. Provide minimum fall of one (1) foot over total pipe installation.
- 6. Shape spoil bank and surrounding area to drain toward inlet.
- 7. Install so that pipe orientation is approximately perpendicular to the open ditch centerline.
- 8. See plan detail.

### F. Drain Tile Outlet Pipe:

- 1. Locate as most direct connection to open ditch, unless directed otherwise by Engineer.
- 2. Terminate metal pipe extension with no more than two (2) feet exposed, no more than three (3) feet above the design ditch flow line (ditch bottom).

- 3. Size outlet pipe to fit over drain and at least six (6) inches on undisturbed soil.
- 4. The pipe length shall be 20 feet and of one piece.
- 5. Complete connection as specified in 3.03 D for dissimilar materials.
- 6. Place erosion protection (rip rap) beneath pipe outlet, if directed by Engineer (Paid separately).
- 7. Install so that pipe orientation is approximately perpendicular to the open ditch centerline.
- 8. See plan detail.

#### G. Clean-up:

- 1. In anticipation of settlement, slightly mound excess trench excavation over trench.
- 2. Reshape spoil bank as needed.

# 3.06. REINFORCED CONCRETE PIPE TEES / ELBOWS / END CAPS / APRONS / REDUCERS / FIELD TILE CONNECTIONS

- A. Aprons: Tie at least the first two joints.
- B. Field Tile Connections: Comply with details and notes shown on plans.

#### 3.07. STEEL SHEET PILING

- A. Driving Sheet Pile:
  - 1. Equipment properly sized and designed to be used to install sheetpile shall be used.
  - 2. The piling shall be driven in a manner so as to insure perfect interlocking throughout the entire length of each pile. The piles shall be held in proper alignment during driving by means of suitable temporary guide structures which shall be removed when they have served their purpose. Piling shall be driven to the full depth shown on the drawings unless otherwise approved by the engineer.

#### B. Cutting Off Piles:

1. The contractor shall cut the piling off at the specified elevations. Piling length provided shall be sufficient to permit removal of all materials damaged by driving.

### C. Defective Piling:

1. Unless otherwise corrected and allowed by the engineer with prior approval, any piling damaged in driving, driven out of its proper location, driven below the specified cut off elevation, or inaccurately cut off shall be pulled and replaced or re-driven. Any piling ruptured in the interlock or otherwise damaged during driving shall be pulled and replaced.

### **3.08. GEOTEXTILE FABRIC**

### A. Storage:

1. Prior to use, the geotextile shall be stored in a clean dry place, out of direct sunlight, not subject to extremes of either hot or cold, and with the manufacturer's protective cover in place. Receiving, storage, and handling at the job site shall be in accordance with the requirements in ASTM D 4873.

### B. Surface Preparation:

1. The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. The surface shall be firm throughout, reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water (unless otherwise shown on the drawings).

#### B. Placement:

- Prior to placement of the geotextile, the soil surface will be inspected for quality assurance of design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings. The geotextile shall be unrolled along the placement area and loosely laid (not stretched) in such a manner that it will conform to the surface irregularities when material is placed on or against it. The geotextile may be folded and overlapped to permit proper placement in the designated area.
- 2. The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified), and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a "U", "L", or "T" shape or contain "ears" to prevent total penetration. Steel washers shall be provided on all but the "U" shaped pins. The upstream or up-slope geotextile shall overlap the abutting down-slope geotextile. At vertical laps, securing pins shall be inserted through both layers along a line through approximately the midpoint of the overlap. At horizontal laps and across slope laps, securing pins shall be inserted through the bottom layer only. Securing pins shall be placed along a line approximately 2 inches in from edge of the of the placed geotextile at intervals not to exceed 12 feet unless otherwise

specified. Additional pins shall be installed as necessary and where appropriate, to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to be left in place unless otherwise specified.

- 3. Should the geotextile be torn or punctured, or the overlaps disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used, overlaying the existing geotextile. The patch shall extend a minimum of 2 feet from the edge of any damaged area.
- 4. The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height greater than 3 feet.

### 3.09. CONCRETE GROUT FOR RIRAP REVETMENT

### A. Conveying and Placing:

- Grout mix shall be delivered to the site and placed within 1 ½ hours after the introduction of the cement to the aggregates. In hot weather or under conditions contributing to quick setup of the grout mix, discharge of the concrete shall be accomplished in 45 minutes unless a set-retarding admixture is used, in which case the manufacturer's recommended time limit will apply.
- 2. Grout mix shall not be dropped more than 5 feet vertically unless suitable equipment is used to prevent segregation.
- 3. The grout mix shall not be placed until the rock riprap has been inspected and approved.
- 4. Rock to be grouted shall be kept wet for at least 2 hours immediately prior to grouting. Grout shall not be placed in standing or flowing water.
- 5. The grout shall be consolidated by heavy brooming, spading, mechanical vibration, and/or similar means. The finished surface shall be broomed to remove excess grout from exposed surfaces of the riprap. The grout shall not be forced to flow laterally to its final location.
- 6. The average rate of grout application shall be 3.6 cubic feet per square yard of riprap (0.4 cubic feet per square foot).

### B. Curing Concrete:

Concrete shall be cured for 7 days by either:

- 1. Applying white pigmented curing compound at a rate of 1 gallon per 150 square feet or as recommended by the manufacturer.
- 2. Water soak exposed surface for the entire 7 days.
- 3. Cover with burlap, mats or other material and maintain in a moist condition.
- 4. Cover with four (4) mil plastic sheeting while concrete is still wet. Grout mix shall not be placed when daily minimum temperatures are expected to be lower than 40 degrees F unless facilities are provided to maintain the temperature of the materials at 50 to 90 degrees F during the placement and curing period. Grout may not be placed on frozen surfaces. When freezing conditions are expected, rock shall be heated to 50 to 90 degrees F for at least 24 hours prior to placing grout.

#### 3.10. EXPLORATORY INVESTIGATION

- A. Contractor shall use standard care in locating drains to minimize damages.
- B. Contractor shall leave holes open until engineer completes assessment of the found and exposed drains.

### 3.11. ADMINISTRATION OF EROSION MANAGEMENT PLAN

A. Contractor shall comply will all stipulations of the Storm Water Erosion Management Plan.

#### 3.12. OPEN DITCH SILT CURTAINS

- A. Close attention is warranted for the placement and maintenance of temporary open ditch silt curtains.
- B. A set of two ¾ length silt fences shall be used. The first fence should be placed extending from on bank ¾ the way across the channel to the other bank leaving a small area of unrestricted flow. The second fence should be placed approximately 5 ft. up or downstream in the same fashion with the fence beginning on the opposite bank and extending ¾ the way back across the channel.

- C. Placement of two silt fences in this manner will allow for the safe escape of fish and will act as a trap for sediments which are suspended during construction activities.
- D. The first set of silt fences / curtains shall be placed immediately downstream of where the project begins as shown on the plans.
- E. When the project has been completed ½ way upstream, the first set of silt fences / curtains shall be carefully removed, cleaned away from the waterway and placed just downstream of where the current dredging operation is being performed.
- F. When all dredging / removal operations have been completed in the waterway, remove the second set of silt fences / curtains as described in E. above.

### **END OF SECTION**

# FENSLER DRAINAGE DISTRICT NO. 1, 2 & 3 OPEN DITCH REPAIRS POTTAWATTAMIE COUNTY, IOWA 2020

### **GOVERNING SPECIFICATIONS**

THE 2019 EDITION OF THE "SUDAS SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

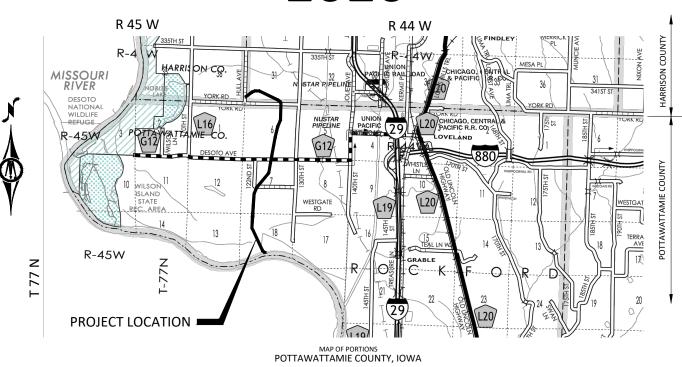
ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

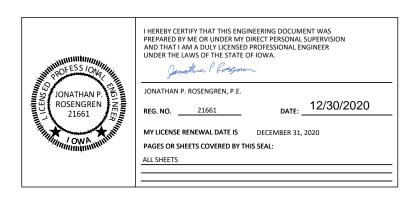


NOTE: THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE CALL, 811 OR 1-800-292-8989.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."









300 WEST MCKINLEY ST, P.O. BOX 68 JEFFERSON, IOWA 50129 Phone: (515) 386-4101 Email: Jefferson@bolton-menk.com www.bolton-menk.com

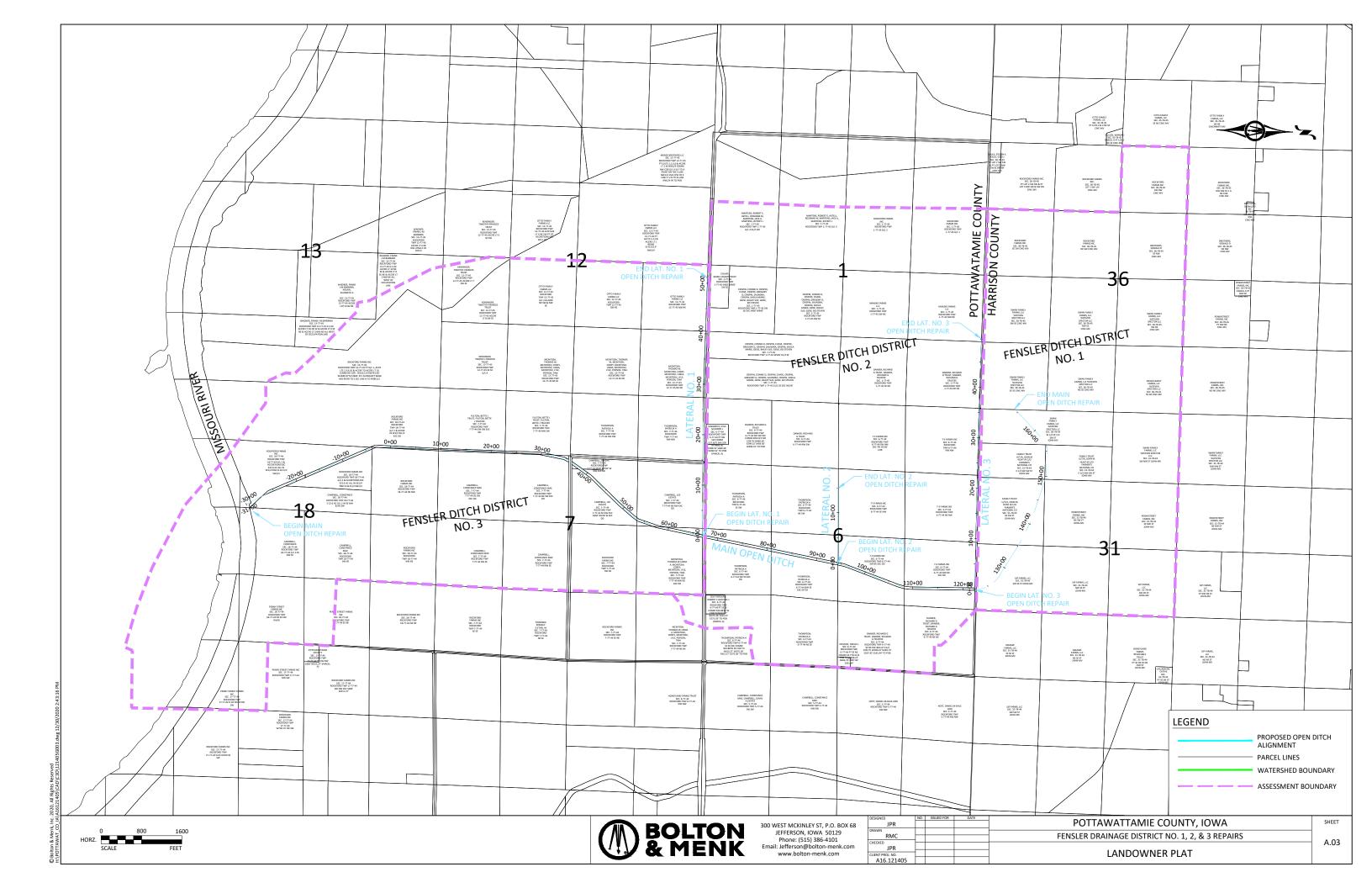
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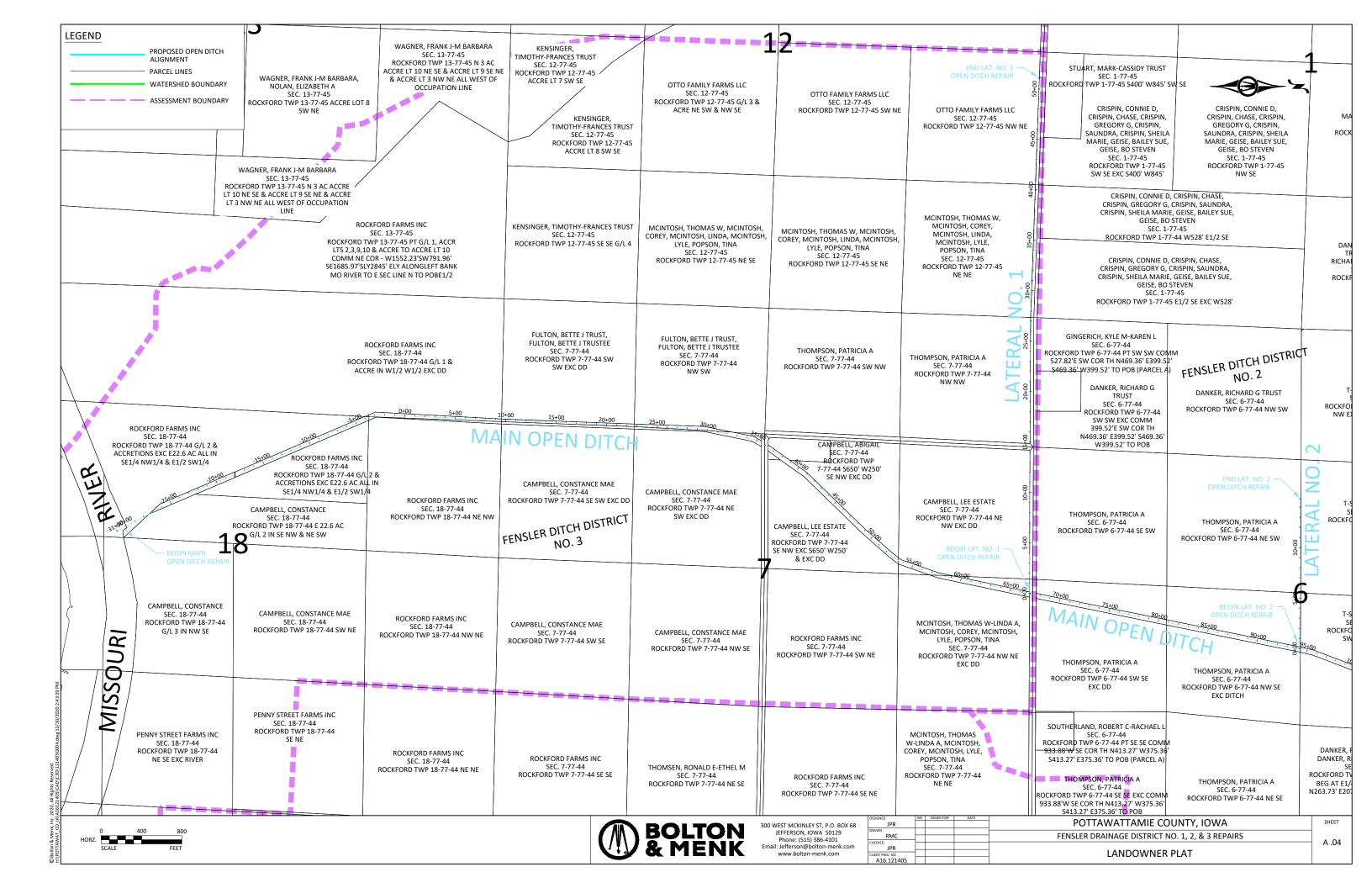
iton & Menk, Inc. 2020, All Rights Reserved DTTAWAT CO (a) A16131 A05/CAD/CAD/112140555001 from 12/30/20

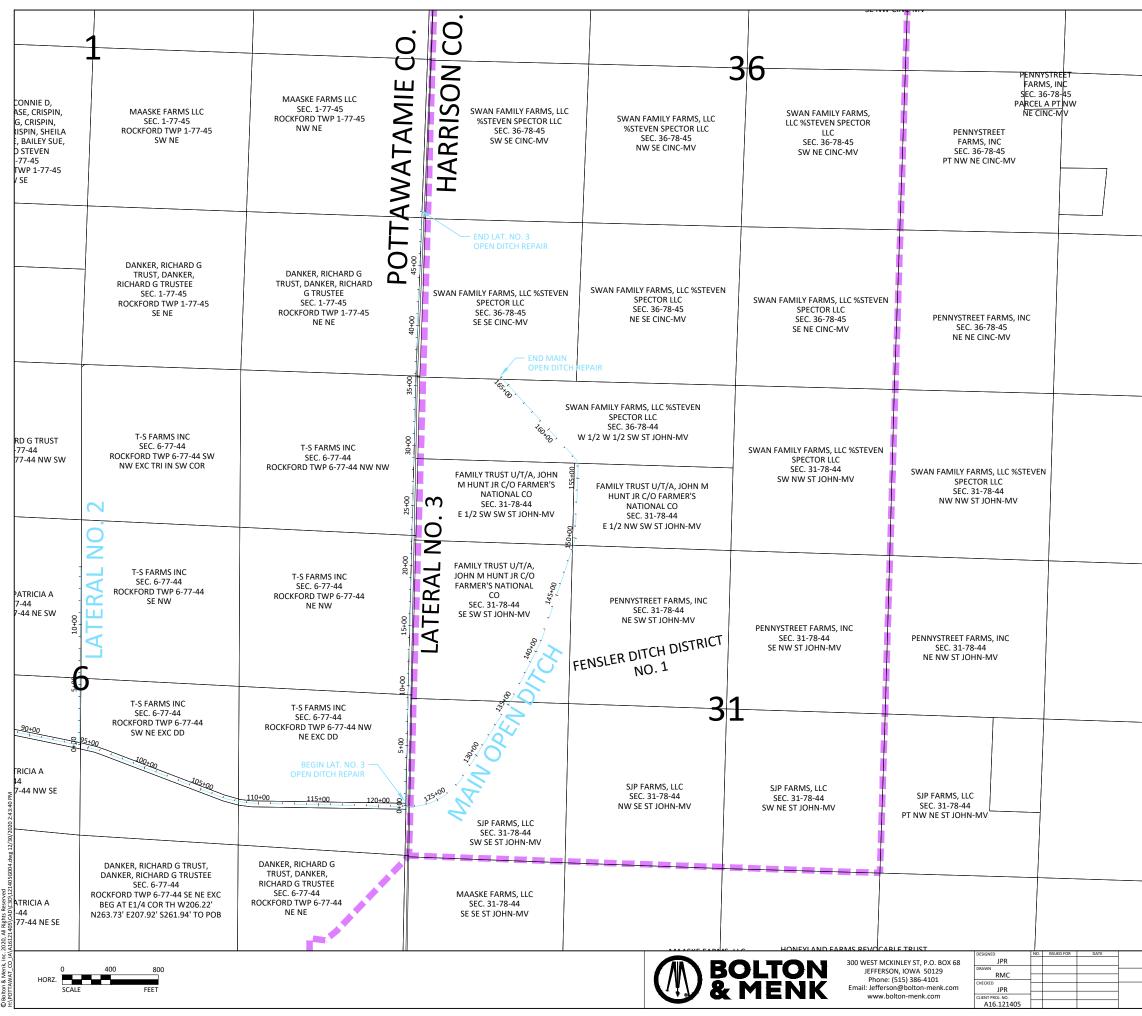
| SHEET NUMBER | SHEET TITLE                        |
|--------------|------------------------------------|
| A.01         | TITLE SHEET                        |
| A.02         | LEGEND SHEET                       |
| A.03         | LANDOWNER PLAT                     |
| A.04         | LANDOWNER PLAT                     |
| A.05         | LANDOWNER PLAT                     |
| B.01         | PUMP RAMP PLAN AND PROFILE         |
| B.02         | SURFACE DRAIN INSTALLATION         |
| B.03         | EXCAVATION DETAILS                 |
| C.01         | OPEN DITCH PIPE TABLE              |
| C.02         | CONSTRUCTION NOTES                 |
| C.03         | SEEDING & FERTILIZING              |
| C.04         | ESTIMATED QUANTITIES               |
| C.05         | ESTIMATE REFERENCE                 |
| C.06         | SWEMP                              |
| D.01 - D.07  | PLAN AND PROFILE - MAIN OPEN DITCH |
| D.08 - D.09  | PLAN AND PROFILE - LATERAL 1       |
| D.10         | PLAN AND PROFILE - LATERAL 2       |
| D.11 - D.12  | PLAN AND PROFILE - LATERAL 3       |
| X.01 - X.03  | CROSS SECTIONS - MAIN OPEN DITCH   |
| X.04         | CROSS SECTIONS - LATERAL 1         |
| X.05         | CROSS SECTIONS - LATERAL 2         |
| X.06         | CROSS SECTIONS - LATERAL 3         |

THIS PLAN SET CONTAINS <u>31</u> SHEETS.

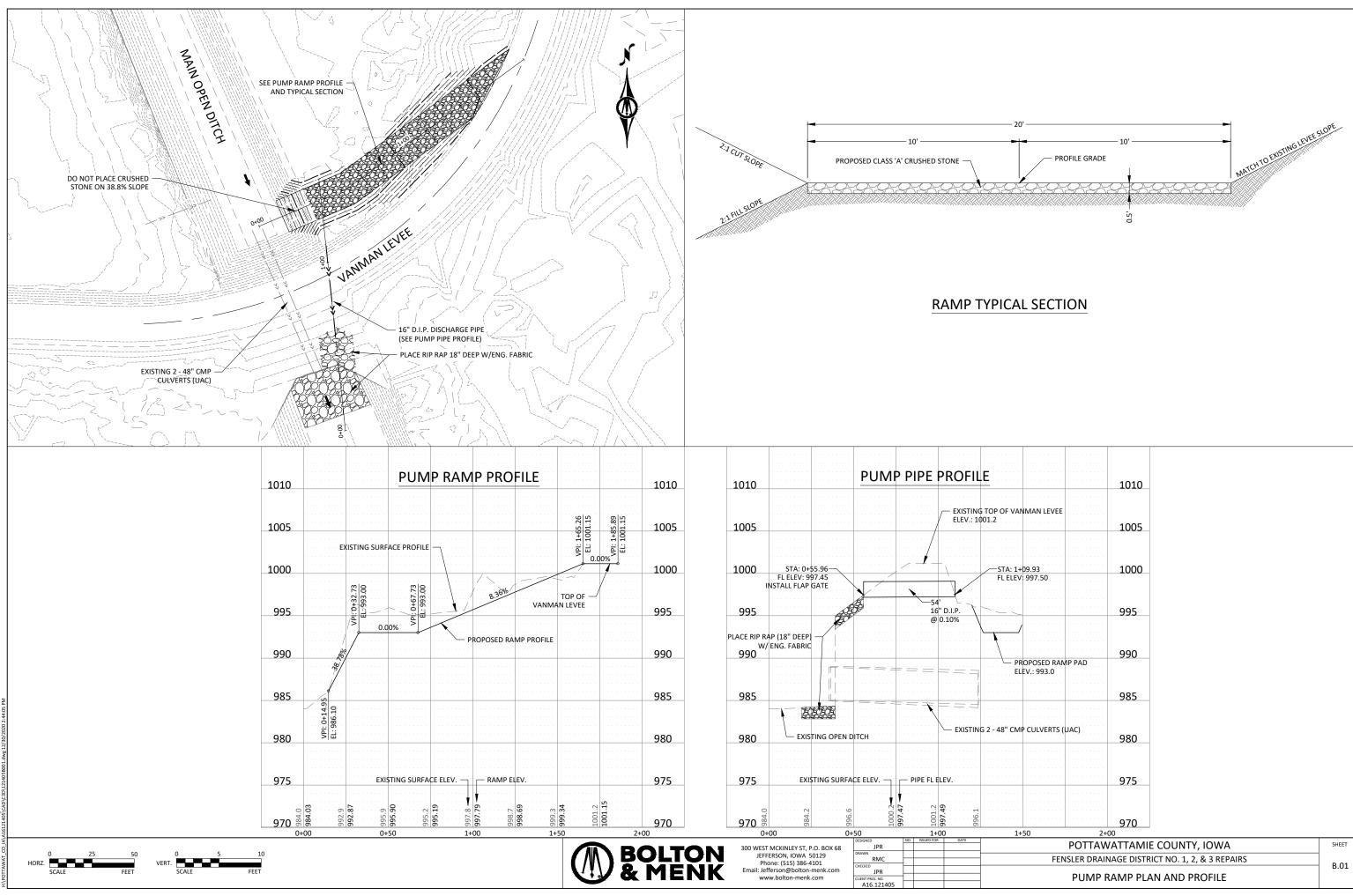
| Datum Equation                                  | PROJECT DATUM: IOWA STATE PLANE - SOUTH ZONE |       |  |
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| Original Datum + 976.03 =<br>2020 Datum         | HORIZONTAL: NAD 83                           |       |  |
| 2020 Datum                                      | VERTICAL: NAVD 1988                          |       |  |
| ΡΟΤΤΑΝ  | ATTAMIE COUNTY, IOWA                         | SHEET |  |
| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS |  |       |  |
| TITLE SHEET                                     |  |       |  |







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#### EXCAVATION AND BANK

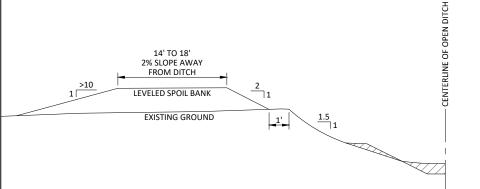
SHAPING IS REQUIRED TO BE CARRIED OUT FROM BOTH SIDES OF THE OPEN DITCH, UNLESS OTHERWISE SPECIFIED ON PLANS. APPROXIMATELY EQUAL AMOUNTS OF SPOIL ARE TO BE PLACED ON BOTH SIDES OF THE DITCH, UNLESS OTHERWISE SPECIFIED ON PLANS.

CONTRACTOR SHALL LIMIT, AS MUCH AS PRACTICAL, DISTURBANCE OF STABLE VEGETATED BANKS WHICH LIE OUTSIDE THE DESIGN CROSS SECTION. WHERE THE DITCH IS WIDER THAN THE DESIGN CROSS SECTION, CONTRACTOR SHALL EXCAVATE AS REQUIRED TO SHAPE BOTTOM TO BASE OF SIDE SLOPES.

#### SPOIL BANK LEVELING

THE TOP 8 INCHES OF ALL LEVELED AND SHAPED SPOIL, OLD AND NEW, SHALL BE THOROUGHLY TILLED BY CONTRACTOR WITH A CHISEL PLOW OR SIMILAR IMPLEMENT. DISPOSE OF ROCKS AND OTHER DEBRIS EXPOSED BY THIS OPERATION. ENTIRE SOIL SURFACE SHALL BE SHAPED TO DRAIN AWAY FROM THE DITCH AND SHALL BE GENERALLY LEVEL WITH GENTLE UNDULATIONS ON A LINE PARALLEL TO DITCH. CHISELING AND FINISH GRADING ARE INCIDENTAL TO THE SPOIL BANK LEVELING BID ITEM.

MINOR SURFACE GRADING TO DRAIN SMALL IMPOUNDED AREAS AND THE CONSTRUCTION OF TEMPORARY FIELD ENTRANCES OR SURFACE WATER CONTROL DIKES IN THE PUBLIC ROAD DITCHES ARE INCIDENTAL TO THE SPOIL BANK LEVELING BID ITEM.

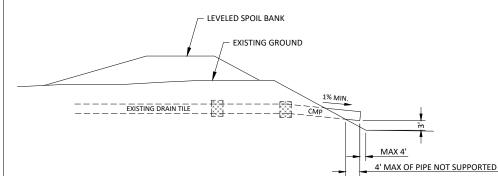


WHERE IT IS NECESSARY TO EXTEND OR RELAY TILE LINES. 12" OR LARGER IN DIAMETER TO REACH TILE EXTENSION PIPES, THE EXTENSION SHALL BE WITH CONCRETE OR SITE-SALVAGED DRAIN TILE SECTIONS IN A TRENCH WITH A MAXIMUM WIDTH 12" WIDER THAN THE TILE SECTIONS. USE NEW CLASS III CONCRETE DRAIN TILE WITH CLASS R-2 BEDDING. EXTEND ALL SMALLER TILE LINES WITH 10" DIAMETER SDR-3S PVC SEWER PIPE FITTED OVER TILE AND INTO OUTLET PIPE. NECESSARY EXTENSIONS OR EXTENDS MUST DO FEET IN LENGTH MAY BE COMPLETED WHEN DISCOVERED. LONGER EXTENSIONS MUST BE FIRST APPROVED BY ENGINEER. CORRUGATED PLASTIC DRAIN TILE IS NOT PERMITTED.

WHEN A TILE LINE IS FOUND TO BE CRUSHED, CRACKED, OR FILLED WITH SEDIMENT, CONTRACTOR IS TO NOTIFY ENGINEER PRIOR TO DOING ADDITIONAL WORK. ENGINEER WILL DETERMINE IF REPLACEMENT OR ABANDONMENT IS WARRANTED. TILE REPLACEMENT WILL NOT EXTEND BEYOND THE WORK LIMITS.

CONTRACTOR IS REQUIRED TO MAINTAIN AND PROVIDE A LOG OF ALL DRAIN TILE LINE EXTENSION AND REPLACEMENT WORK RECORDING LOCATION, EXISTING TILE MATERIAL, SIZE, STRENGTH & LENGTH OF MATERIALS INSTALLED, OTHER WORK PERFORMED AND MACHINE AND LABOR TIME. LOG KEEPING IS SUBSIDIARY TO THE CONTRACT. ALL APPROVED DRAIN TILE WORK WILL BE CONSIDERED EXTRA WORK IF NOT COVERED BY A BID ITEM. FAILURE TO MAINTAIN AN ACCURATE LOG WILL RESULT IN CONTRACTOR HAVING TO UNCOVER HIS WORK FOR VERIFICATION AT HIS COST.

ALL CONNECTIONS OF DRAIN TILE TO EXTENSION PIPES OR TO SDR-35 PVC SEWER PIPES ARE TO BE ENCASED IN A PORTLAND CEMENT CONCRETE COLLAR AT LEAST 12" WIDE AND 6" THICK CONTINUOUS AROUND THE JOINT. THIS WORK IS INCIDENTAL TO THE DRAIN TILE EXTENSION PIPE BID ITEMS.



SURROUNDING GROUND SHAPED TO DRAIN TO PIPE. THIS WORK IS INCIDENTAL TO THE SPOIL BANK LEVELING.

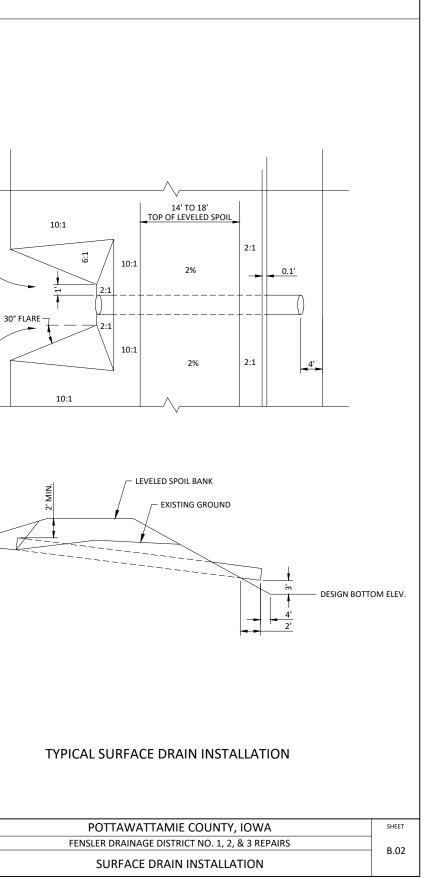
TYPICAL OPEN DITCH EXCAVATION & SPOIL LEVELING

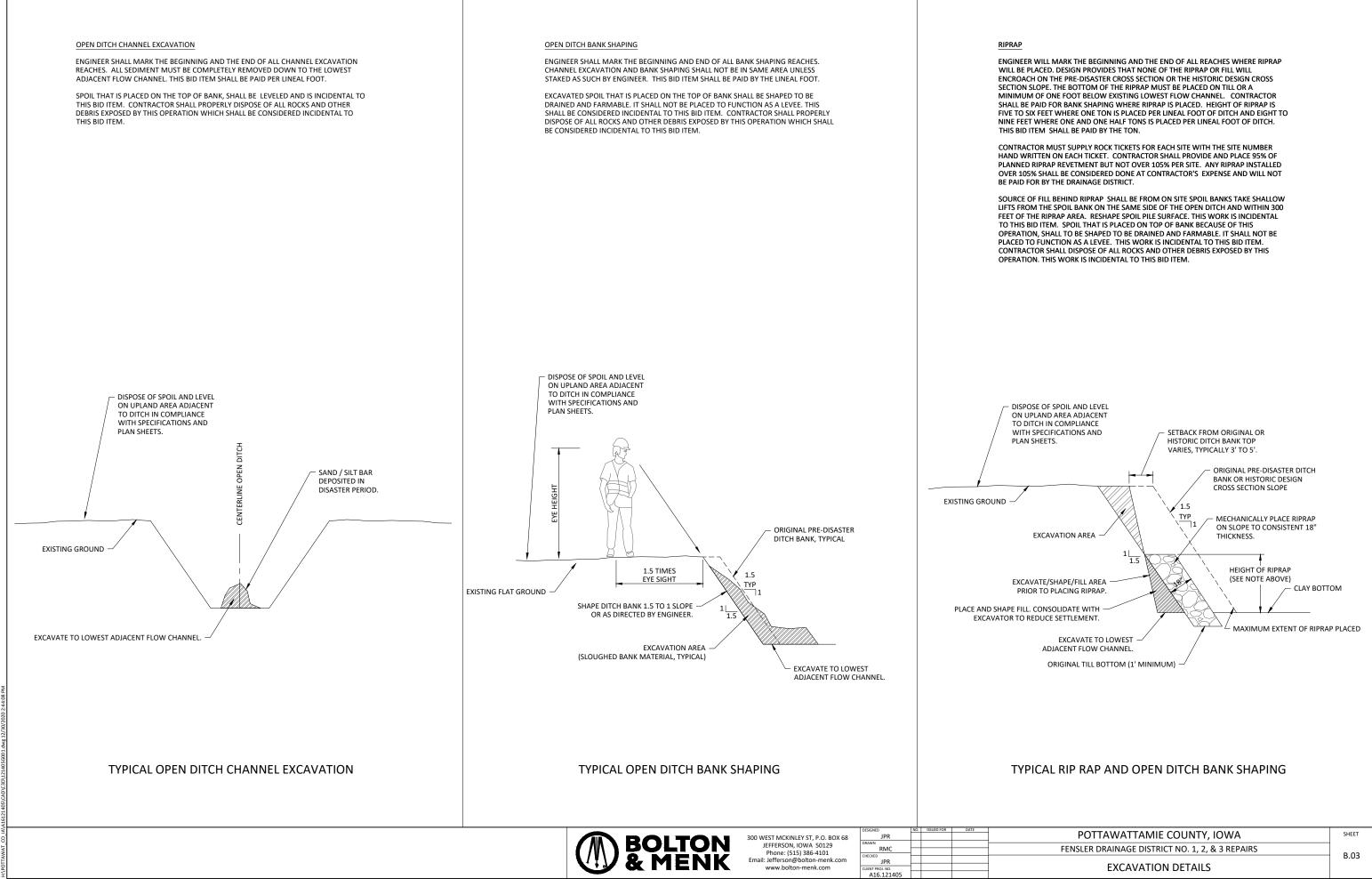
TYPICAL TILE TILE EXTENSION INSTALLATION



300 WEST MCKINLEY ST, P.O. BOX 68 JEFFERSON, IOWA 50129 Phone: (515) 386-4101 Email: Jefferson@bolton-menk.com www.bolton-menk.com







| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | D 02 |
|---|------|
| EXCAVATION DETAILS                              | B.03 |

|           | EXISTING |          |          |        |          |           |       |  |  |
|-----------|----------|----------|----------|--------|----------|-----------|-------|--|--|
| STATION   | L or R   | TYPE     | DIAMETER | LENGTH | MATERIAL | CONDITION | NEW P |  |  |
| -27+40.45 | LT       | SD       | 24       | 46     | CMP      | UAC       |       |  |  |
| -24+50.12 | RT       | TE       | 24       | 20     | CMP      | REPLACE   | 20 LI |  |  |
| -17+93.75 | CL       | RD CULVT | 48       | 91     | CMP      | UAC       |       |  |  |
| -17+93.75 | CL       | RD CULVT | 48       | 91     | CMP      | UAC       |       |  |  |
| -17+20.64 | LT       | SD       | 18       | 40     | CMP      | UAC       |       |  |  |
| -2+98.99  | LT       | SD       | 24       | 30     | CMP      | UAC       |       |  |  |
| -2+29.43  | RT       | SD       | 24       | 48     | CMP      | UAC       |       |  |  |
| -3+19.36  | LT       | SD       | 36       | 34     | CMP      | UAC       |       |  |  |
| 8+98.37   | CL       | RD CULVT | 60       | 43     | CMP      | UAC       |       |  |  |
| 14+60.77  | RT       | SD       | 24       | 40     | CMP      | UAC       |       |  |  |
| 15+22.76  | LT       | SD       | 18       | 20     | CMP      | UAC       |       |  |  |
| 30+39.82  | LT       | SD       | 18       | 20     | CMP      | UAC       |       |  |  |
| 35+92.98  | CL       | RD CULVT | 60       | 60     | CMP      | REPLACE   |       |  |  |
| 46+70.90  | LT       | SD       | 30       | 18     | CMP      | UAC       |       |  |  |
| 67+30.79  | CL       | RD CULVT | 24       | 50     | CIRCULAR | REPLACE   |       |  |  |
| 67+30.79  | CL       | RD CULVT | 24       | 50     | CIRCULAR | R, S & R  |       |  |  |
| 122+49.98 | CL       | RD CULVT | 42       | 42     | CMP      | UAC       |       |  |  |
| 156+27.33 | CL       | RD CULVT | 24       | 26     | CMP      | R, S & R  |       |  |  |
| 165+61.74 | CL       | RD CULVT | 36       | 30     | CMP      | REPLACE   | 30 L  |  |  |
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|----------|--------|----------|----------|--------|----------|-----------|----------|--|--|
| STATION  | L or R | TYPE     | DIAMETER | LENGTH | MATERIAL | CONDITION | NEW PIPE |  |  |
| 1+00.19  | CL     | RD CULVT | 30       | 31     | CMP      | R, S & R  |          |  |  |
| 21+40.95 | CL     | RD CULVT | 36       | 30     | CMP      | R, S & R  |          |  |  |
| 35+86.55 | CL     | RD CULVT | 30       | 26     | CMP      | R, S & R  |          |  |  |
| 48+99.92 | RT     | RD CULVT | 42       | 35     | CMP      | UAC       |          |  |  |
| 49+03.33 |        | TE       | 36       |        | CMP      | REPLACE   | 20 LF    |  |  |
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| STATION  | L or R | TYPE     | DIAMETER | LENGTH | MATERIAL | CONDITION | NEW PIPI |  |
| 0+27.5   | CL     | RD CULVT | 36       | 48     | CMP      | R, S & R  |          |  |
| 14+60.58 | CL     | RD CULVT | 36       | 51     | CMP      | R, S & R  |          |  |
| 22+87.37 | RT     | SD       | 36       | 44     | CMP      | UAC       |          |  |
| 36+36.37 | CL     | RD CULVT | 15       | 25     | CMP      | R, S & R  |          |  |
| 40+45.84 | CL     | RD CULVT | 18       | 50     | CMP      | R, S & R  |          |  |
| 50+86.24 | CL     | RD CULVT | 30       | 30     | CMP      | R, S & R  |          |  |
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#### ABBREVIATION LEGEND

| LT       | LEFT                    |
|----------|-------------------------|
| RT       | RIGHT                   |
| CL       | CENTERLINE              |
| SD       | SURFACE DRAIN           |
| TE       | TILE EXTENSION          |
| RD CULVT | ROAD CULVERT            |
| CMP      | CORRUGATED METAL PIPE   |
| UAC      | USE AS CONSTRUCTED      |
| LF       | LINEAL FEET             |
| R, S & R | REMOVE, SALVAGE & RELAY |

| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
|---|-------|
| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | C.01  |
| OPEN DITCH PIPE TABLE                           | 0.01  |

#### **GENERAL CONSTRUCTION NOTES -**

#### PLAN NOTES SUPERSEDE CONFLICTING PROVISIONS IN THE TECHNICAL SPECIFICATIONS.

- 1. ACCESS. IS AVAILABLE AT INTERSECTIONS OF WORK LIMITS AND PUBLIC ROADS OR AS CAN BE OTHERWISE ARRANGED BY CONTRACTOR. CONTRACTOR IS RESPONSIBLE TO SECURE PERMISSION OF COUNTY ENGINEER TO CONSTRUCT TEMPORARY ACCESSES IF NECESSARY. OTHER LEGAL ACCESSES ARE SHOWN ON THE PLANS. THE LAND OWNERS WHERE THE ACCESSES EXIST WILL BE NOTIFIED THAT THE CONTRACTOR MAY USE THESE LEGAL ACCESSES FOLLOWING WHICH THE DISTRICT WILL PAY FAIR DAMAGES. EXCESSIVE DAMAGES MAY BE ASSESSED TO THE CONTRACTOR AT THE COMPLETION HEARING. CONTRACTOR IS REQUIRED TO COMMUNICATE WITH THE LAND OWNERS TO REVIEW ALTERNATIVE ROUTES AND SCHEDULES. THE RESULTS OF THESE COMMUNICATIONS ARE TO BE SHARED WITH THE ENGINEER
- 2. UTILITIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY UTILITY COMPANIES AND TO COOPERATE WITH THEM IN THE LOCATION, MARKING & PROTECTION OF THEIR FACILITIES. CONTRACTOR IS TO IMMEDIATELY NOTIFY ENGINEER OF APPARENT CONFLICTS OF EXISTING PUBLIC UTILITIES WITH THE PLAN GRADE OF THE TILE.

PRIOR TO STARTING ANY WORK AT THE SITE, CONTRACTOR SHALL EXAMINE ANY APPLICABLE DRAWINGS AVAILABLE FROM THE OWNER OR ENGINEER, AND CONSULT THE OWNER'S PERSONNEL AND THE INVOLVED UTILITY COMPANIES. NO COMPENSATION WILL BE ALLOWED FOR DAMAGE CAUSED DUE TO CONTRACTOR'S FAILURE TO COMPLY WITH THIS REQUIREMENT. CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA 1-CALL AT 1-800-292-8989

- 3. WEED CONTROL. CONTRACTOR IS REQUIRED TO CONTROL WEED GROWTH WITHIN THE WORK LIMITS, AS NEEDED, TO PREVENT WEEDS FROM GOING TO SEED. THIS WORK IS INCIDENTAL
- 4. DRAINAGE. MAINTAIN DRAINAGE OF THE EXISTING DRAIN, DRAINAGE WAYS, AND TRIBUTARY FACILITIES AT ALL TIMES DURING CONSTRUCTION.
- 5. STORAGE. NO WORK, OR EQUIPMENT, OR MATERIAL STORAGE TO BE DONE WITHIN COUNTY ROAD RIGHT-OF-WAY OR CITY STREETS WITHOUT THE KNOWLEDGE AND PERMISSION OF THE COUNTY ENGINEER OR CITY . CONTRACTOR IS RESPONSIBLE TO CONTACT COUNTY ENGINEER OR CITY AND TO OPERATE IN COMPLIANCE WITH THE REQUIRED SAFETY MEASURES.
- 7. EROSION CONTROL. SILT FENCES SHALL BE PLACED AND MAINTAINED BESIDE STOCKPILES OF TOPSOIL. CONTRACTOR SHALL REMOVE SILT FENCES AT TIME THAT TOPSOIL IS RESPREAD. PLACE SILT FENCE ACROSS FINISHED SURFACE DRAIN WATERWAYS AT APPROX. 300' INTERVALS BETWEEN MAY 1 AND NOVEMBER 1 AND 5 DAYS AFTER REACH OF WORK IS FINISH GRADED CONTRACTOR IS TO APPLY A TEMPORARY STABILIZATION SEED MIX IN COMPLIANCE WITH THE STORM WATER MANAGEMENT PLAN.

#### **OPEN DITCH CONSTRUCTION NOTES -**

#### PLAN NOTES SUPERSEDE CONFLICTING PROVISIONS IN THE TECHNICAL SPECIFICATIONS.

- 8. WORK LIMITS. ARE GENERALLY 100 FEET FROM THE CENTERLINE OF THE DITCH, OR AS OTHERWISE SHOWN ON THE PLANS. THE WORK AREA MAY BE EXPANDED IF NECESSARY TO COMPLETE THE WORK WITH THE PRIOR APPROVAL OF ENGINEER.
- 9. EXCAVATION AND BANK SHAPING. IS REQUIRED TO BE CARRIED OUT FROM BOTH SIDES OF THE OPEN DITCH UNLESS OTHERWISE NOTED OR APPROVED BY ENGINEER. APPROXIMATELY EQUAL AMOUNTS OF SPOIL ARE TO BE PLACED ON EACH SIDE OF THE DITCH UNLESS OTHERWISE SPECIFIED ON PLANS.

#### 10. NEW PIPE

-ALL NEW PIPES ARE TO BE FABRICATED FROM CORRUGATED STEEL OR IRON. -ALL NEW PIPES ARE TO HAVE ANNULAR CORRUGATION AND RIVETED OR RESISTANCE SPOT WELDED SEAMS

-MINIMUM TILE PIPE SIZE IS 12". SUBSTITUTE NEW 12" FOR ALL SMALLER TILE INSTALLATIONS MARKED "INSTALL;" OR "REMOVE, SALVAGE AND REINSTALL".

11. DRAIN TILE LINES. WHERE IT IS NECESSARY TO EXTEND OR RELAY TILE LINES, 12" DIA. OR LARGER, TO CONNECT TO TILE EXTENSION PIPES THE EXTENSION SHALL BE WITH REINFORCED CONCRETE PIPE IN A TRENCH WITH A MAXIMUM WIDTH 24" WIDER THAN THE PIPE SECTIONS, THE PIPE SHALL BE INSTALLED IN COMPLIANCE WITH PLANS AND SPECIFICATIONS. USE CLASS III RCP WHEN COVER DEPTH DOES NOT EXCEED 8 FEET. USE CLASS IV RCP WHEN COVER DEPTH EXCEEDS 8 FEET. DUAL WALL HDPE N-12 PIPE MAY BE USED ONLY WITH THE ENGINEER'S APPROVAL, WHICH MAY BE WITHHELD AT ENGINEER'S SOLE DISCRETION IF IT IS NOT BEING INSTALLED AS SPECIFIED. EXTEND ALL SMALLER TILE LINES WITH 10" DIAMETER PVC SDR-35 SEWER PIPE FITTED OVER TILE WHENEVER POSSIBLE AND INTO OUTLET PIPE. NECESSARY EXTENSIONS OR RELAYS LESS THAN 20 FEET IN LENGTH MAY BE COMPLETED WHEN DISCOVERED. LONGER EXTENSIONS MUST BE FIRST APPROVED BY ENGINEER. THIS WORK SHALL BE PAID AT THE UNIT PRICE BID FOR PIPE CULVERT TE, FOR THE APPLICABLE DIAMETER PIPE FOR THE ACTUAL LENGTH OF TILE LINE INSTALLED. PIPE BEDDING SHALL BE INCIDENTAL TO EXTENDING THE TILE LINES AND WILL NOT BE PAID FOR SEPARATELY.

WHERE A LATERAL TILE LINE IS FOUND TO BE CRUSHED. CRACKED AND/OR FILLED WITH SEDIMENT CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO DOING ADDITIONAL WORK. ENGINEER WILL DETERMINE IF REPLACEMENT OR ABANDONMENT IS WARRANTED. TILE REPLACEMENT WILL NOT EXTEND BEYOND THE WORK LIMITS.

CONTRACTOR IS REQUIRED TO MAINTAIN AND PROVIDE A LOG OF ALL DRAIN TILE LINE EXTENSION AND REPLACEMENT WORK. CONTRACTOR SHALL RECORD THE LOCATION, EXISTING TILE MATERIAL, SIZE, STRENGTH & LENGTH OF MATERIALS INSTALLED, OTHER WORK PERFORMED, AND EQUIPMENT AND LABOR TIME. MAINTAINING THIS LOG IS INCIDENTAL TO THE CONTRACT, ALL APPROVED DRAIN TILE WORK WILL BE CONSIDERED EXTRA WORK. FAILURE TO MAINTAIN AN ACCURATE LOG WILL RESULT IN CONTRACTOR BEING REQUIRED TO EXPOSE THE PIPE FOR FIELD VERIFICATION OF QUANTITIES AT CONTRACTOR'S EXPENSE.

ALL CONNECTIONS OF DRAIN TILE TO EXTENSION PIPES ARE TO BE ENCASED IN A PORTLAND CEMENT CONCRETE COLLAR AT LEAST 12" WIDE AND 6" THICK CONTINUOUS AROUND THE JOINT. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE TILE EXTENSION BID ITEM AND WILL NOT BE PAID FOR SEPARATELY.

- 12. SPOIL BANK LEVELING. SPOIL PILES ARE TO BE PLACED, LEVELED, SHAPED AND GRADED IN COMPLIANCE WITH PLAN REQUIREMENTS. SEE PLAN SHEET B.01. THE TOP 8 INCHES OF ALL LEVELED SPOIL, OLD AND NEW, IS TO BE TILLED BY CONTRACTOR WITH A CHISEL PLOW OR OTHER APPROVED IMPLEMENT. DISPOSE OF ROCKS AND OTHER DEBRIS EXPOSED BY THIS OPERATION. CHISELING AND FINISH GRADING ARE SUBSIDIARY TO THE SPOIL BANK LEVELING BID ITEM.
- 13. PIPE WORK IN OPEN DITCH. QUANTITIES FOR THE OPEN DITCH WORK ARE ONLY AN ESTIMATE BASED ON PRELIMINARY SURVEY INFORMATION. MOST PIPE WORK LOCATIONS ARE SHOWN ON THE PLANS BLIT THESE MAY CHANGE AND THERE MAY BE NEW PIPE WORK LOCATIONS ADDED DURING THE COURSE OF THE PROJECT. WORK TO BE DONE AT EACH LOCATION WILL BE DETERMINED IN THE FIELD. CONTRACTOR'S MOVEMENTS BETWEEN THE SEVERAL MARKED PIPE WORK SITES AND ANY ADDED SITES ON THE ENTIRE DITCH DURING THE ENTIRE CONTRACT PERIOD IS CONSIDERED INCIDENTAL TO THE APPLICABLE PIPE WORK BID ITEM.
- 14. BRIDGES AND CULVERTS. ARE TO BE COMPLETELY CLEAR OF SEDIMENT ABOVE THE PLAN SECTION AT THE TIME ENGINEER MAKES THE FINAL INSPECTION. THIS WORK IS INCIDENTAL TO THE EXCAVATION BID ITEM.



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15. TOPSOIL, SHALL BE STRIPPED TO THE WIDTH AND DEPTH VOLUME SHOWN ON THE PLANS. TOPSOIL SHALL BE STRIPPED AND STOCKPILED NEAR THE WORK LIMITS. RESPREAD THE TOPSOIL OVER THE DESIGNATED AREAS TO THE MINIMUM DEPTHS SHOWN ON THE PLANS.

| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
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| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | C 02  |
| CONSTRUCTION NOTES                              | C.02  |

#### CONSTRUCTION NOTES - FOR OPEN DITCH SEEDING AND FERTILIZING

#### PLAN NOTES SUPERSEDE CONFLICTING PROVISIONS IN THE TECHNICAL SPECIFICATIONS.

#### 1. MEASUREMENT AND PAYMENT.

- **MEASUREMENT:** MEASURE AT 100 FOOT STATIONS ALONG CENTERLINE OF DITCH Α.
- PAYMENT: UNIT PRICE PER 100 FOOT STATIONS SHALL BE FULL COMPENSATION FOR SEEDING AND FERTURING B. DISTURBED BANKS AT THE RATES SPECIFIED IN THE CONTRACT DOCUMENTS.

INCLUDES: SUPPLYING SEED SACKS AND TAGS AND FERTILIZER TAGS OR OTHER EVIDENCE OF COMPLIANCE С. WITH THE SPECS TO THE ENGINEER. ALL REQUIRED SEED TREATMENTS, ANY NECESSARY SEED BED PREPARATION, LABOR, EQUIPMENT, TOOLS, AND MISCELLANEOUS ASSOCIATED WORK NECESSARY TO COMPLETE ITEM ON ONE SIDE OR BOTH SIDES RESPECTIVELY AS SPECIFIED.

#### 2. SEED MIXTURE.

| BROME GRASS | 50 LB/AC (1.15 LB/1000 SF) PLS |
|-------------|--------------------------------|
|             |                                |

- 84 LB/AC (1.95 LB/1000 SF) PLS WINTER RYE
- OATS 80 LB/AC PLS (1.85 LB/1000 SF) PLS

SEED SHALL BE TREATED WITH STICKING AGENT, INOCULANT, AND FUNGICIDE WHEN APPROPRIATE.

3. FERTILIZER. USE FERTILIZER OF THE GRADE, TYPE, AND FORM SPECIFIED THAT COMPLIES WITH RULES OF THE IOWA DEPARTMENT OF AGRICULTURE AN LAND STEWARDSHIP AND THE FOLLOWING REQUIREMENTS:

A. GRADE: IDENTIFY THE GRADE OF FERTILIZER ACCORDING TO THE PERCENT NITROGEN (N), PERCENT OF AVAILABLE PHOSPHORIC ACID (P<sub>2</sub>0<sub>5</sub>), AND PERCENT WATER SOLUBLE POTASSIUM (K<sub>2</sub>0), IN THAT ORDER, AND BASE APPROVAL ON THAT IDENTIFICATION.

THE CONTRACTOR MAY SUBSTITUTE OTHER FERTILIZER CONTAINING ANALYSIS PERCENTAGES DIFFERENT FROM THOSE SPECIFIED, PROVIDED THAT THE MINIMUM AMOUNTS OF ACTUAL NITROGEN, PHOSPHATE, AND POTASH PER ACRE ARE SUPPLIED, AND THAT IN NO CASE DOES THE TOTAL AMOUNT PER ACRE OF THE THREE FERTILIZER ELEMENTS BE EXCEEDED BY 30% OF THE FOLLIWING MINIMUM AMOUNTS.

TYPE: USE FERTILIZER THAT CAN BE UNIFORMLY DISTRIBUTED BY THE APPLICATION EQUIPMENT. FURNISH B. FERTILIZER EITHER AS SEPARATE INGREDIENTS OR IN CHEMICALLY-COMBINED FORM.

PRE-SEEDING FERTILIZER: 6-20-20 - 500 LB/AC (11 LB/1000 SF)

POST EMERGENCE FERTILZER: 48-0-0 (UREA) - 65 LB/AC (1.5 LB/1000 SF)

4. DAILY SEEDING. BETWEEN APRIL 1 AND OCTOBER 15, DISTURBED OPEN DITCH BANK SLOPES ABOVE THE NORMAL WATER SURFACE ARE TO BE FERTILIZED AND SEEDED WITH A PORTABLE CYCLONE SEEDER OR BY OTHER APPROVED MEANS AT LEAST ONCE (MINIMUM) AT THE END OF EACH DAY OF WORK.

FERTILIZER AND SEED SHALL BE PLACED AND SOWN AS SOON AS PRACTICAL ON THE FRESH CUT SLOPE WHILE THE CUT IS STILL WET AND ALL PLACED MATERIAL WILL ADHERE. NO SPECIAL PREPARATION OF AREAS TO BE SEEDED WILL BE REQUIRED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

DITCH BANK SLOPES FINISHED AFTER OCTOBER 15 ARE TO BE FERTILIZED AND SEEDED BETWEEN APRIL 1 AND APRIL 20. AFTER SEED HAS GERMINATED, CONTRACTOR SHALL APPLY POST EMERGENCE FERTILIZER AT THE SPECIFIED RATE.

5. NON-DAILY SEEDING. THE CONTRACTOR MAY OPT TO FOREGO DAILY SEED APPLICATIONS AND INSTEAD SEED LONG REACHES OF THE DITCH AT A TIME. UNDER THIS OPTION, CONTRACTOR MUST WET AND DISTURB TO A DEPTH OF 2 INCHES THE DENUDED DITCH BANK WITH A BOBCAT SCARIFIER (OR OTHER APPROVED MEANS OF BANK DISTURBANCE) PRIOR TO APPLYING FERTILIZER AND SEED.

ENGINEER AT ENGINEER'S SOLE DISCRETION MAY REQUIRE UP TO TWO ADDITIONAL PASSES IF DITCH BANKS ARE NOT SUFFICIENTLY DISTURBED.

AFTER SEED HAS GERMINATED, CONTRACTOR SHALL APPLY POST EMERGENCE FERTILIZER AT THE SPECIFIED RATE.

#### 6. ACCEPTABLE DISTURBANCE METHODS/EQUIPMENT.

- 6.1. DAILY SEEDING: FINAL PASS OF EXCAVATOR SHALL BE WITH A TOOTHED BUCKET TO SUFFICIENTLY DISTURB THE DITCH BANK TO MORE EFFECTIVELY HOLD SEED.
- 6.2. NON-DAILY SEEDING: IF CONTRACTOR CHOOSES TO SEED LONG REACHES, A BOBCAT SCARIFIER SHALL BE USED TO DISTURB THE BANK TO A DEPTH OF 2 INCHES.
- 7. NATIVE GRASS OPEN DITCH SEEDING: PERFORM SEEDING BETWEEN APRIL 15 TO JULY 1 OR NOVEMBER 15 TO FREEZE UPON DISTURBED OPEN DITCH BANK SLOPES ABOVE THE NORMAL WATER SUBFACE.

SEED MIX SHALL COMPLY WITH TABLE 1 ON THIS SHEET. NO FERTULIZER IS REQUIRED FOR NATIVE GRASSES.

SLOPES WHICH ARE NOT TRAVERSABLE ARE TO BE HYDRAULICALLY SEEDED AND MULCHED. CONTRACTOR MUST DISTURB DITCH BANK AS SPECIFIED ON THIS SHEET PRIOR TO APPLYING SEED. ENGINEER MAY REQUIRE ADDITIONAL PASSES IF DITCH BANKS ARE NOT SUFFICIENTLY DISTURBED. HYDRAULIC SEEDING SHALL CONFORM TO SUDAS SECTION 9010-108-B-3

Weights and dimensions Scarifier

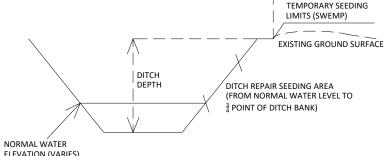
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Main features

Scarifier

Scarifier

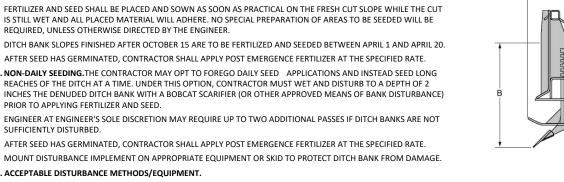
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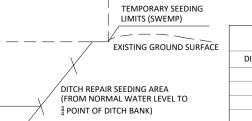


| CE. | AREA OF SEEDING FOR DEPTH OF DITCH AND PORTION OF VEGETATION REMOVED<br>(SF PER STATION PER SIDE) FOR SIDESLOPE 1.5:1 |      |                  |                                  | AREA OF SEEDI                    | NG FOR DEPTH OF DITCH<br>(SF PER STATION PER S | AND PORTION OF VEGET<br>IDE) FOR SIDESLOPE 2:1 | NRCS BUFFER SEEDING PLAN USE PURE LIVE SEED ONLY |                 |                                 |
|-----|---|------|------------------|----------------------------------|----------------------------------|--|--|--|-----------------|---------------------------------|
|     | DITCH DEPTH (FT) <sup>1</sup> / <sub>2</sub> BANK <sup>3</sup> / <sub>4</sub> BANK FULL BANK                          |      | DITCH DEPTH (FT) | <sup>1</sup> / <sub>2</sub> BANK | <sup>3</sup> / <sub>4</sub> BANK | FULL BANK                                      | SPECIES  | LBS/ACRE   |                 |                                 |
| -   | 6   | 270  | 541              | 811                              | 6                                | 335  | 671  | 1006   | SWITCHGRASS     | 2.0                             |
|     | 8   | 451  | 811              | 1172                             | 8                                | 559  | 1006   | 1453   | BIG BLUESTEM    | 4.0                             |
| -   | 10  | 631  | 1082             | 1532                             | 10                               | 783  | 1342   | 1901   | INDIAN GRASS    | 4.0                             |
|     | 12  | 811  | 1352             | 1893                             | 12                               | 1006   | 1677   | 2348   | LITTLE BLUESTEM | 3.0                             |
|     | 14  | 992  | 1622             | 2253                             | 14                               | 1230   | 2012   | 2795   | CANADA WILDRYE  | 4.0                             |
| -   | 16  | 1172 | 1893             | 2614                             | 16                               | 1453   | 2348   | 3242   |                 | L REQUIRE MULCH AND A 1.0 BU/AC |
|     | 18  | 1352 | 2163             | 2975                             | 18                               | 1677   | 2683   | 3690   |                 | /ER CROP.                       |

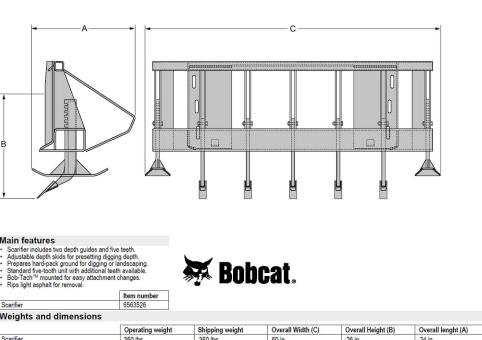


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| Bolton & Menk, Inc. 2020, All Rights Reserved | <pre>\POTTAWAT_CO_IA\A16121405\CAD\C3D\121405G001.dwg 12/30/2020 2:44:18 Pi</pre> |  |
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|   | 350 lbs         | 350 lbs | 60 in. |           | 26 in.                 | 24 in. |
|---|-----------------|---------|--------|-----------|------------------------|--------|
| a | nce             |         |        |           |                        |        |
|   | Number of Teeth |         |        | Maximum D | ig Depth (approximate) |        |
|   | 5               |         |        | 6 in.     |                        |        |
|   |                 |         |        |           |                        |        |

| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
|---|-------|
| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | C.03  |
| SEEDING & FERTILIZING                           | 0.03  |

| ITEM NO. ITEM CODE |                 | ITEM                                      | UNIT | QUANTITY |
|--------------------|-----------------|---|------|----------|
|                    | SECTION 1.1- LO | OWER DITCH & LAT 1- FEMA ELIGIBLE         |      |          |
| 100                | BMI-108-A-1     | SCOUR REPAIR- (ONE SIDE)                  | STA  | 15       |
| 101                | BMI-108-A-1     | SCOUR REPAIR- (BOTH SIDES)                | STA  | 28       |
| 102                | BMI-108-A-1     | SEDIMENT EXCAVATION                       | CY   | 12,800   |
| 103                | BMI-108-B-1     | SPOIL BANK LEVELING (BOTH SIDES)          | STA  | 98       |
| 104                | BMI-108-B-1     | SPOIL BANK LEVELING (ONE SIDE)            | STA  | 51       |
| 105                | BMI-108-C-1     | SEEDING AND FERTILIZING                   | STA  | 149      |
| 106                | BMI-108-D-1     | SURFACE DRAIN- 36" CMP PIPE               | LF   | 30       |
| 107                | BMI-108-X-1     | SCREW GATE, 24" GATE                      | EA   | 1        |
| 108                | BMI-108-X-1     | SCREW GATE, 36" GATE                      | EA   | 1        |
| 109                | BMI-108-X-2     | PUMPING STATION RAMP & PAD                | LS   | 1        |
| 110                | BMI-108-D-1     | 16" D.I.P THROUGH LEVEE                   | LF   | 65       |
| 111                | BMI-108-X-3     | PUMP                                      | EA   | 1        |
| 112                | 9040-108-J-9    | IPRAP, CLASS D                            |      | 45       |
| 113                | 11020-108-A-1   | ADMINISTRATION OF EROSION MANAGEMENT PLAN | LS   | 1        |
| 114                | 11020-108-A-2   | MOBILIZATION                              | LS   | 1        |
|                    |                 |   |      |          |
| 445                |                 | OWER DITCH & LAT 1- NOT FEMA ELIGIBLE     |      |          |
| 115                | BMI-108-D-1     | SURFACE DRAIN- 24" CMP PIPE               | LF   | 20       |
| 116                | 4030-108-A-1    | REMOVE & RELAY 30" CMP CULVERT            | EA   | 1        |
| 117                | 4030-108-A-1    | REMOVE & RELAY 18" CMP CULVERT            | EA   | 1        |
| 118                | 4030-108-A-1    | REMOVE & RELAY 15" CMP CULVERT            | EA   | 1        |
|                    | SECTION 1.3- P  | OTTAWATTAMIE COUNTY ROADS                 |      |          |
| 119                | 4030-108-A-0    | REMOVE & RELAY 36" CMP CULVERT            | EA   | 1        |
| 120                | 4030-108-A-1    | 84" CMP CULVERT                           | LF   | 160      |
| 121                | 3010-108-C-1    | IDOT GRADATION 11, CLASS A ROADSTONE      | TN   | 150      |
| 122                | 9010-108-A-1    | SEED & FERTILIZE DITCH                    | EA   | 2        |
| 123                | 11020-108-A-1   | MOBILIZATION                              | LS   | 1        |
| 124                | 1070-206-A-1    | TRAFFIC CONTROL                           | EA   | 2        |

| ESTIMATED PROJECT QUANTITES |                |   |      |          |  |  |  |
|-----------------------------|----------------|---|------|----------|--|--|--|
| ITEM NO.                    | ITEM CODE      | ITEM                                      | UNIT | QUANTITY |  |  |  |
|                             | SECTION 2.1- U | PPER DITCH, LAT 2, & LAT 3- FEMA ELIGIBLE |      |          |  |  |  |
| 200                         | BMI-108-A-1    | SCOUR REPAIR- (BOTH SIDES)                | STA  | 15       |  |  |  |
| 201                         | BMI-108-A-1    | SEDIMENT EXCAVATION                       | CY   | 11,700   |  |  |  |
| 202                         | BMI-108-B-1    | SPOIL BANK LEVELING (BOTH SIDES)          | STA  | 114      |  |  |  |
| 203                         | BMI-108-B-1    | SPOIL BANK LEVELING (ONE SIDE)            | STA  | 49       |  |  |  |
| 204                         | BMI-108-C-1    | SEEDING AND FERTILIZING                   | STA  | 163      |  |  |  |
| 205                         | 11020-108-A-0  | ADMINISTRATION OF EROSION MANAGEMENT PLAN | LS   | 1        |  |  |  |
| 206                         | 11020-108-A-1  | MOBILIZATION                              | LS   | 1        |  |  |  |
|                             | •              |   | •    |          |  |  |  |
|                             | SECTION 2.2- U | PPER DITCH & LAT 3- NOT FEMA ELIGIBLE     |      |          |  |  |  |
| 207                         | BMI-108-D-1    | SURFACE DRAIN- 36" CMP PIPE               | LF   | 20       |  |  |  |
| 208                         | BMI-108-D-1    | REMOVE & RELAY 24" CMP CULVERT            | EA   | 1        |  |  |  |
| 209                         | 4030-108-A-1   | REMOVE & RELAY 36" CMP CULVERT            | EA   | 1        |  |  |  |
| 210                         | 4030-108-A-1   | REMOVE & RELAY 30" CMP CULVERT            | EA   | 1        |  |  |  |





| DESIGNED         | NO. | ISSUED FOR | DATE |   |
|------------------|-----|------------|------|---|
| JPR              |     |            |      | 1 |
| DRAWN            |     |            |      |   |
| RMC              |     |            |      |   |
| CHECKED          |     |            |      |   |
| JPR              |     |            |      |   |
| CLIENT PROJ. NO. |     |            |      |   |
| A16.121405       |     |            |      |   |

| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
|---|-------|
| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | C 04  |
| ESTIMATED QUANTITIES                            | C.04  |

| ITEM NO. | ITEM CODE                  | DESCRIPTION   |
|----------|----------------------------|---|
|          |                            |   |
| 100      | BMI-108-A-1                | SCOUR REPAIR (ONE SIDES)  |
| 101, 200 | BMI-108-A-1                | SCOUR REPAIR (BOTH SIDES)   |
|          |                            | THIS INCLUDES REMOVING SEDIMENT, RESHAPING THE BANKS, & LEVELING SPOIL. ALL SPOI<br>WILL BE NO DEEPER THAN 6" AND NOT PLACED IN WETLAND AREAS.  |
| 102, 201 | BMI-108-A-1                | SEDIMENT EXCAVATION   |
|          |                            | QUANTITY IS 110% OF ACTUAL EXCAVATION TO ACCOUNT FOR 0.5' OF EXPECTED OVER<br>EXCAVATION. SLOUGH AND MEANDER REMOVAL IS INCIDENTAL TO EXCAVATION.   |
| 103, 201 | BMI-108-B-1                | SPOIL BANK LEVELING (BOTH SIDES)  |
| 104,203  | BMI-108-B-1                | SPOIL BANK LEVELING (ONE SIDE)  |
|          |                            | SPOIL SHALL BE LEVELED NO DEEPER THAN 6" AND NOT PLACED IN WETLAND AREAS.   |
| 105, 204 | BMI-108-C-1                | SEEDING AND FERTILIZING   |
|          |                            | SEEDING MIX SHALL BE THE BROME GRASS MIX AS SHOWN ON SHEET C.03.  |
| 115      | BMI-108-D-1                | SURFACE DRAIN, CMP 24" DIAMETER   |
| 106, 207 | BMI-108-D-1                | SURFACE DRAIN, CMP 36" DIAMETER   |
| 113, 205 | BMI-108-K-1                | ADMINISTRATION OF EROSION MANAGEMENT PLAN   |
|          |                            | INCLUDES THE INSTALLATION AND MANAGEMENT OF SILT CURTAIN AT OUTLET.   |
| 119, 209 | 4030-108-A-1               | REMOVE & RELAY 36" CMP CULVERT  |
| 116, 209 | 4030-108-A-1               | REMOVE & RELAY 30" CMP CULVERT  |
| 207      | 4030-108-A-1               | REMOVE & RELAY 24" CMP CULVERT  |
| 117      | 4030-108-A-1               | REMOVE & RELAY 18" CMP CULVERT  |
| 118      | 4030-108-A-1               | REMOVE & RELAY 15" CMP CULVERT  |
|          |                            | CROSSING TO BE REMOVED SALVAGED, AND RELAID AS SHOWN ON THE PLANS. INLCUDES AN<br>LABOR, MATERIALS, TOOLS, AND WORK NECESSARY TO REMOVE & RELAY THE PIPE, SOIL, AN<br>ROCK USED IN THE CROSSING AND SHAPE DITCH TO CONFORM WITH DITCH BANK. NOT FEM<br>ELIGIBLE WORK. |
| 107      | BMI-108-X-1                | SCREW GATE, 24" GATE  |
| 107      | BMI-108-X-1<br>BMI-108-X-1 | SCREW GATE, 24' GATE  |
| 100      | 5101-100-7-1               | 12 GAUGE STEEL WITH POWDER COAT FINISH. PER APPROVAL BY ENGINEER.   |
|          | 1                          | 12 GROUE STELE WITH FOWDER COAT HIGHLER AT HOVAE DE ENGINEER.   |

| 109           | BMI-108-X-2   | PUMPING STATION RAMP & PAD  |
|---------------|---------------|---|
|               |               | INLCUDES ALL LABOR, TOOLS, AND WORK NECESSARY TO C<br>INLCUDES ALL DIRTWORK. AS SHOWN ON B.01.  |
| 110           | BMI-108-D-1   | 16" D.I.P THROUGH LEVEE   |
|               | 5111 200 5 1  | INCLUDES ALL LABOR, TOOLS, AND WORK NECESSARY TO C<br>16" DUCTILE IRON PIPE THROUGH THE LEVEE FOR PUMP D  |
| 111           | BMI-108-D-1   | PUMP  |
|               |               | CONTRACTOR SHALL SUPPLY 16" SRS CRISAFULLI DIESEL-O<br>APPROVED EQUAL. CONTRACTOR WISHING TO SUBMIT AL<br>SUBMIT SPECIFICATIONS TO THE ENGINEER NO LATER THA<br>TO BID LETTING.   |
| 112           | 9040-108-J-1  | RIPRAP, CLASS D   |
|               | 5010 100 7 1  |   |
| 114, 123, 206 | 11020-108-A-1 | MOBILIZATION  |
| 100           |               |   |
| 120           | 4030-108-A-1  | 84" CULVERT   |
|               |               | INCLUDES ALL LABOR, MATERIALS, TOOLS, AND WORK NEC<br>OPEN CUT, REMOVE EXISTING PIPE AND RELAY AND CLOSE<br>PROPERTY OF COUNTY ROADS AND TO BE STOCKPILED IN I<br>12 GAUGE RIVETED 3X1 CORRUGATIONS CMP MEETING ID<br>ALL JOINTS WITH FABRIC. WORK SHALL BE COORDINATED   |
|               |               |   |
| 121           | 3010-108-C-1  | IDOT GRADATION 11, CLASS A ROADSTONE  |
| 122           | 9010-108-A-1  | SEED & FERTILIZE DITCH  |
|               |               | OBSERVE CONSTRUCTION NOTE 11. NO WATERING IS REC<br>CRITERIAS TO BE APPLIED. USE IOWA DOT SEED MIX TABLE  |
|               |               |   |
| 124           | 1070-206-A-1  | TRAFFIC CONTROL   |
|               |               | THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL TRA<br>FOR THE DURATION OF THIS PROJECT. ALL TRAFFIC CONTR<br>ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC (<br>ADOPTED BY THE IDOT PER 761 OF THE IOWA ADMINISTRA<br>STANDARD ROAD PLANS, AND THESE PLANS. ALL TRAFFIC<br>PROPERLY LOCATED, MAINTAINED, AND KEPT CLEAN AND<br>PROVIDE FOR SAFE TRAFFIC FLOW AT ALL TIMES. |



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JPR NO. ISSUED FOR DATE RMC CHECKED 

| O CONSTRUCT A RAMP AND PAD.        |
|------------------------------------|
|                                    |
|                                    |
|                                    |
|                                    |
| O OPEN CUT THE LEVEE AND INSTALL A |
| P DISCHARGE.                       |
| DISCHARGE.                         |
|                                    |
|                                    |
| -ON-FRAME TRAILER PUMP OR          |
|                                    |
| ALTERNATE PUMP SYSTEM SHALL        |
| HAN TWO FULL WORKING FAYS PRIOR    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
| IECESSARY TO REMOVE PAVEMENT,      |
| SE OPEN CUT. EXISTING PIPE IS      |
| N DITCH ROW. NEW CULVERT SHALL BE  |
| IDOT SPECS. CONTRACTOR SHALL WRAP  |
| D WITH COUNTY SECONDARY ROADS.     |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
|                                    |
| EQUIRED, NO ESTABLISHMENT          |
| BLE 9010.09 TYPE 5 SEED MIXTURE    |
|                                    |
|                                    |
|                                    |
| TRAFFIC CONTROL DEVICES REQUIRED   |
| TROL DEVICES SHALL BE IN           |
|                                    |
| IC CONTROL DEVICES (MUTCD) AS      |
| TRATIVE CODE, CHAPTER 31: IDOT     |
| IC CONTROL DEVICES SHALL BE        |
| ID LEGIBLE BY THE CONTRACTOR TO    |
|                                    |

| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
|---|-------|
| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | C 05  |
| ESTIMATE REFERENCE                              | C.05  |

## **EROSION CONTROL PLAN**

FOR

# DRAINAGE DISTRICT NO. 3 FENSLER OPEN DITCH REPAIRS

2020

#### SITE DESCRIPTION PROJECT NAME

COUNTY:

ADDRESS:

PHONE

2020 Open Ditch Repairs, Drainage District No. 3 PROJECT TYPE PROJECT LOCATION:

Open Ditch Repairs Sections 6, 7, and 18 of Crescent Township (T-76-N, R-44-W) and Sections 6 and 31 of Rockford Township (T-77-N, R-45-W) Pottawattamie County, IA CONTACT NAME: Bolton & Menk, Inc. 300 W McKinley St Jefferson, IA 50129 (515)-386-5681

DESCRIPTION: (Describe purpose and type of soil disturbing activities.) This stormwater and erosion management plan is for site excavating and grading associated with the drainage district repairs. Soil disturbing activities will include: tree clearing & grubbing, excavation, stockpiling and respreading of topsoil; installation of erosion control facilities; application of temporary seeding. The great majority of this site is in tree and grass covered areas located within the DeSoto Bend National

Wildlife Refuge. under cultivation for the production of agricultural row crops. The remaining portion of the site consists of roads rights-of-way.

#### SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES - CLEARING & GRUBBING

- 1. Prior to beginning clearing & grubbing for a reach, place silt fence at locations where surface water leaves the construction site.
- 2. Maintain silt fence during entirety of clearing & grubbing period

#### SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES - BORROW WORK

Remove topsoil and stockpile

- Excavate borrow material.
- Grade surface
- Apply and spread topsoil
- 4. Stabilize denuded areas within 14 days of last construction activity
- 5. When all construction is completed, remove silt fences and sedimentation controls

#### SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES - STOCKPILE WORK

1. Clear and grub

Install temporary silt fence in front of stockpiles 3. Reinstall temporary sit fence in front of surface drain inlets when site is not anticipated to be restored to Habitat: primary use within 14 days of last construction activity Stabilize denuded areas within 14 days of last construction activity

When all construction is completed, remove silt fences and sedimentation controls

#### RECEIVING WATERS

Storm water will discharge from the Drainage District watershed into the Missouri River.

Western Prairie Fringed Orchid Name Scientific Name: Platanthera praeclara Status: Threatened Habitat: Wet Prairies Name: Prairie Bush Clove Scientific Name: Lespedeza Leptostachya Status: Threatened Habitat: Dry-Mesic Prairies

ENDANGERED SPECIES PROTECTION

Name: Northern Long-Eared Bat Scientific Name: Myotis septentrionalis Status: Threatened Habitat: Crevices of both live and dead trees IPaC Record Locator IPac Determination

Pallid Sturgeor Scientific Name: Scaphirynchus albus Status: Endangered Habitat: Missouri River

Pipiing Plover Name: Scientific Name: Charadrius melodus Status: Threatened Near Water

Least Tern Name: Scientific Name: Sterna antillarum Status: Endangered

#### Habitat: Near Water

Water discharge activities resulting from this project are not likely to adversely affect any federally listed threatened or endangered species or result in the destruction or adverse modification of critical habitat.

The following is a listing of Endangered and Threatened Species and Critical Habitat Protection

for Pottawattamie County, Iowa as identified by the U.S. Fish and Wildlife Service website at:

http://ecos.fws.gov/tess\_public/reports/species-by-current-range-county?fips=19151

#### POTENTIAL SOURCES OF POLLUTION

Site sources of pollution generated as a result of this work relates to soils and sediments which may be transported as a result of a storm event. This storm water and erosion management plan also provides conveyance of other non-project related operations. Potentially, this runoff may contain various pollutants related to site specific land uses. Pollutants from various sources have the potential to enter the storm water system during project construction. A description of these potential pollutants and control measures to reduce the risk of storm water contamination is provided below.

- Petroleum Based Products
- •Pesticides or Herbicides \*\*
- Fertilizers \*\*
- Diesel Fuel or Gasoline
- Construction Wastes
- Antifreeze/Coolants
- Hydraulic Oil/Fluids
- Erosion/Sediment
- Solid Waste/Garbage

\*\* Run-On / Run-Off from rural agricultural land use may contain chemicals including herbicides, fungicides, and fertilizers. Runoff may also contain applied livestock manures

#### CONTROLS

#### **RUNOFF/STABILIZATION CONTROLS:**

The installation of all runoff controls is to be completed prior to any earth disturbing commencing. The following is a sequence of management

- 1. Install down slope and side slope perimeter controls before the land disturbing occur
- 2 Do not disturb an area until it is necessary for construction to proceed
- 3. Cover or stabilize disturbed areas as soon as possible
- 4. Do not remove temporary perimeter controls until after all upstream areas are stabilized

Staging of Earthwork Activities -- The excavation and moving of soil materials shall be scheduled so that areas unprotected from erosion will be minimized. These areas will unprotected for the shortest time feasible.

Temporary Stabilization -- Topsoil stockpiles and disturbed portions of the site where construction activity ceases for at least 21 days will be stabilized with temporary seed than 14 days from the last construction activity in that area. This applies to areas whe agriculture row crops will not be immediately replanted and no herbicide was applied crop year. The temporary seed used shall be winter rye applied at the rate of 120 pour acre.

Areas with Herbicide -- Areas that have been in contact with herbicide are not to rece temporary stabilization of seed. Instead, silt fences will be installed at areas where flo concentration leaves the site. Additional erosion control measures may be required or slopes and on other areas to ensure runoff control.

Permanent Stabilization -- Disturbed portions of the site where construction activity permanently ceases shall be returned to agricultural row crop production. It shall be that this return to past uses is a permanent stabilization.

Work in Road Rights-of-Way -- Crushed rock surfacing will be placed on roadways and entrances to stabilize the soil. Permanent grasses shall be planted and again established areas not receiving rock surfacing.

#### OTHER CONTROLS

Offsite Sediment Tracking -- Public access roads to the site will be kept relatively free mud. dirt. and rock tracked from the site. Paved streets adjacent to the site will be ins daily and cleaned as necessary to remove any excess mud, dirt, or rock tracked from

Petroleum Products -- Construction equipment will require fuel and oil on a regular ba potential exists for spills or leaks. All onsite vehicles will be monitored for leaks and red regular preventative maintenance to ensure proper operation and reduce the chance Petroleum products will be stored in clearly labeled and tightly sealed containers or ta soil contaminated by fuel or oil spills will be removed and disposed of by the Contract approved disposal site.

Fertilizers -- Fertilizers will be applied as recommended by the manufacturer. Once ap fertilizer will be worked into the soil to limit exposure to storm waters. Fertilizers will in a covered area or in water tight containers. Any partially used bags or containers w properly sealed and stored to avoid spills or leaks.

Sanitary Facilities -- Sanitary facilities such as chemical toilets or septic tanks shall not adjacent to live streams, wells or springs. They shall be located at a distance sufficien prevent contamination of any water sources. At the completion of construction work shall be disposed of without causing pollution.

Waste Materials -- All construction waste material will be collected and stored in met dumpsters. All trash and construction debris will be deposited in the dumpsters. No construction waste will be buried onsite. Any burning will be conducted in accordance or state regulations. All site personnel will be instructed by the Contractor of the prop disposal procedures. In the event of conflict with other government laws, rules and re the more restrictive laws, rules or regulations shall apply. During the course of this con it is possible that situations will arise where unknown material will be encountered. When such situations occur, they shall be handled according to all federal, state, and local ordinances in effect at the time.

|  | <b>BOLTON</b><br>& MENK |
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|--|-------------------------|

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| DESIGNED         | NO. | ISSUED FOR | DATE |   |
|------------------|-----|------------|------|---|
| JPR              |     |            |      |   |
| DRAWN            |     |            |      |   |
| RMC              |     |            |      | 1 |
| CHECKED          | -   |            |      |   |
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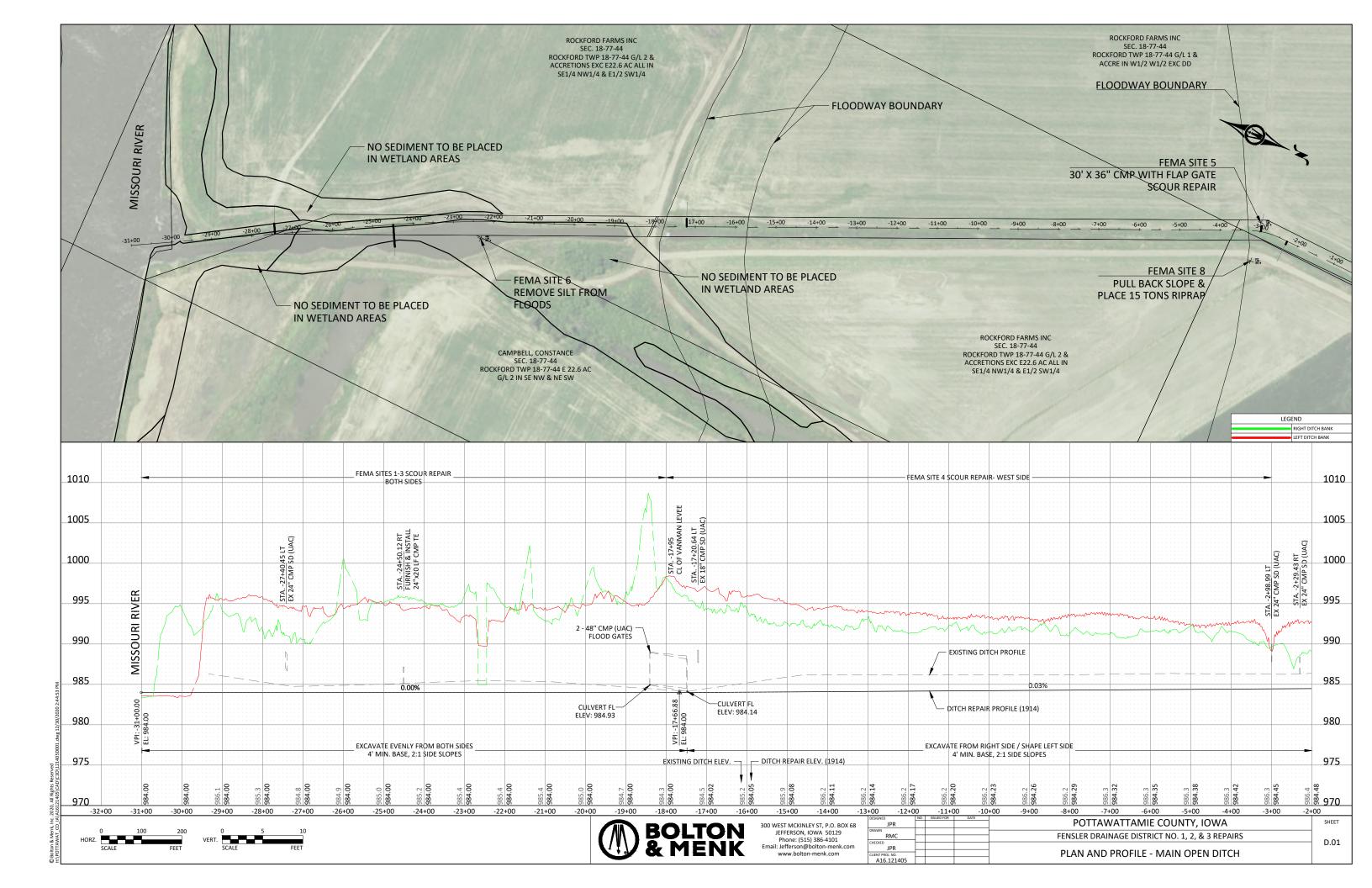
NON-STORM DISCHARGES

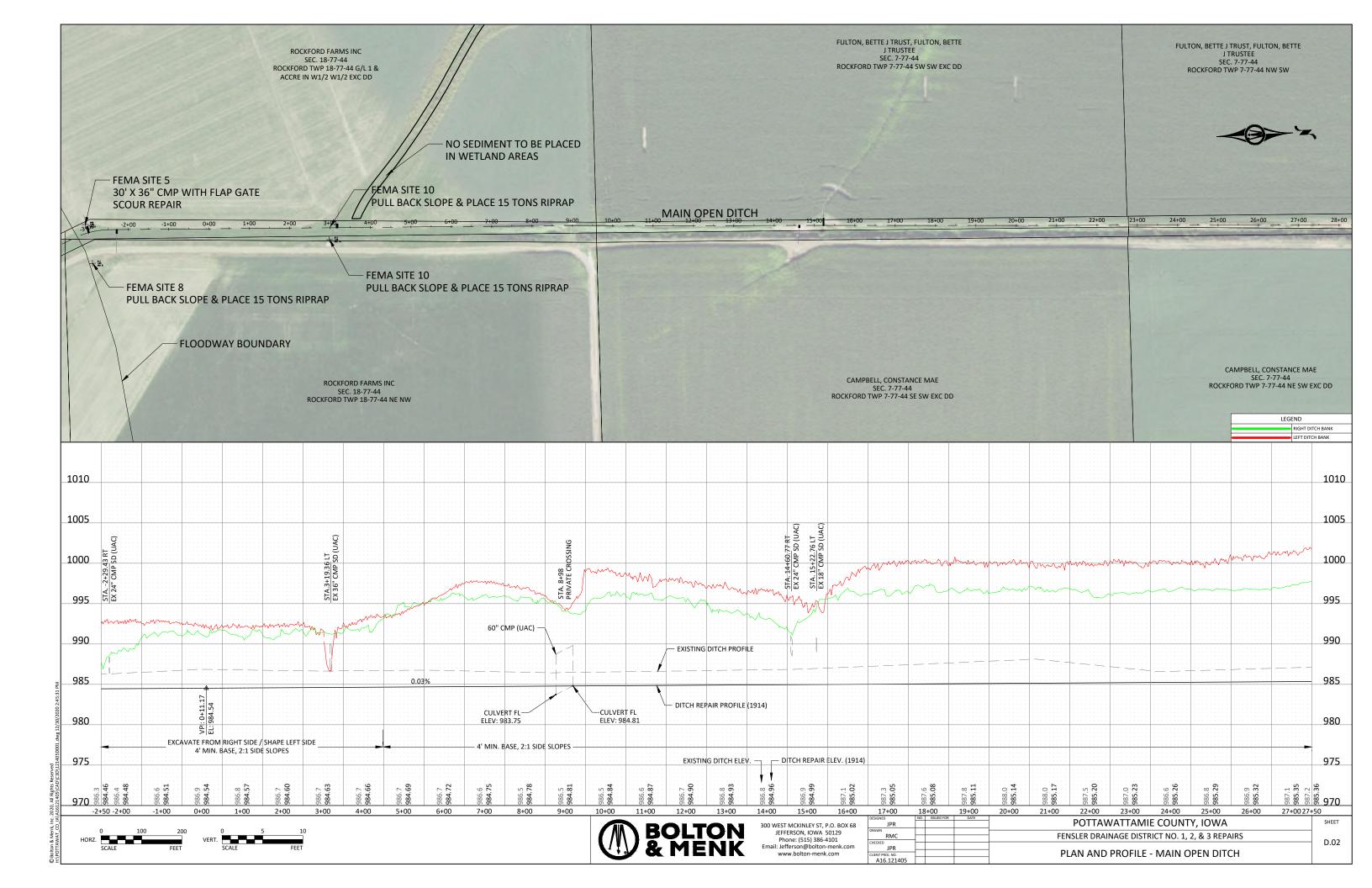
| activities   | The following sources of non-storm water discharges may be combined with storm<br>water discharges from project construction activities.  |
|--|---|
|  | <ul> <li>Uncontaminated ground water or spring water</li> </ul>   |
| g activities   | <ul> <li>Existing subsurface drains where flows are not contaminated with process materials<br/>such as solvents.</li> </ul>  |
|  | <ul> <li>Uncontaminated excavation dewatering discharges</li> </ul>   |
| finally  | MAINTENANCE AND INSPECTION PROCEDURES   |
| e<br>I be  | Site inspection and facility maintenance are important features of an effective storm water management system. The following are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.  |
| e<br>l no later<br>ere                                     | <ul> <li>The Contractor is required to maintain all silt fences in proper working order<br/>including cleaning, repairing, or replacing measures throughout the contract<br/>period.</li> </ul>   |
| l in the<br>Inds per                                       | <ul> <li>Disturbed areas should be kept to a minimum. Do not disturb areas unless it is<br/>necessary for construction to proceed, this includes areas outside of the<br/>construction area.</li> </ul>   |
| eive<br>w<br>n long  | <ul> <li>All silt fences will be maintained in good working order; if a repair is necessary, it will<br/>be initiated within 24 hours of discovery.</li> </ul>  |
| assumed  | <ul> <li>Silt fences will be inspected for depth of sediment, tears, to ensure the fabric is<br/>securely attached to the fence posts and to see that fence posts are firmly in the<br/>ground. Built-up sediment will be removed from silt fence when it has reached<br/>one-third of the height of the fence.</li> </ul>                  |
| d<br>ed in   | <ul> <li>Temporary and permanent seeding and planting will be inspected for bare spots,<br/>washouts, and healthy growth.</li> </ul>  |
|  | <ul> <li>Inspect rip-rap and aggregate covered areas for bare spots and washouts.</li> </ul>  |
|  | SPILL PREVENTION  |
| of excess<br>spected<br>the site.                          | Best Management Practices Chemicals, petroleum products, and other materials will<br>be used and stored at the construction site. Best Management Practices, such as good<br>housekeeping measures, inspections, containment, and spill prevention practices will be<br>used to limit contact between storm water and potential pollutants. |
| asis. The<br>eceive<br>of leaks.<br>anks. Any<br>cor to an | <b>Good Housekeeping</b> the good housekeeping practices listed below will be followed to reduce the risk of potential pollutants entering storm water discharges. All construction personnel will be responsible for monitoring and maintaining housekeeping tasks, or notifying the appropriate person of a problem.                      |
| plied, the   | •Store only enough products required to do the job.   |
| be stored<br>ill be  | <ul> <li>Store all materials in a neat and orderly manner in the appropriate containers and, if<br/>possible, under a roof or within an enclosure.</li> </ul>   |
| t be placed  | <ul> <li>Keep products in the original container with the original manufacturer's label.</li> </ul>   |
| t to   | <ul> <li>Do not mix products unless recommended by the manufacturer.</li> </ul>   |
| , facilities   | <ul> <li>Use and dispose of products according to manufacturer's recommendations.</li> </ul>  |
| tal  | <ul> <li>Perform regular inspections of the material storage areas.</li> </ul>  |
| e with local<br>per waste<br>gulations,<br>nstruction,     | Spill Prevention and Response In addition to the housekeeping procedures described<br>above, spill prevention and cleanup practices will be as follows.   |
|  | •Construction personnel will be informed of the manufacturer's recommended spill  |

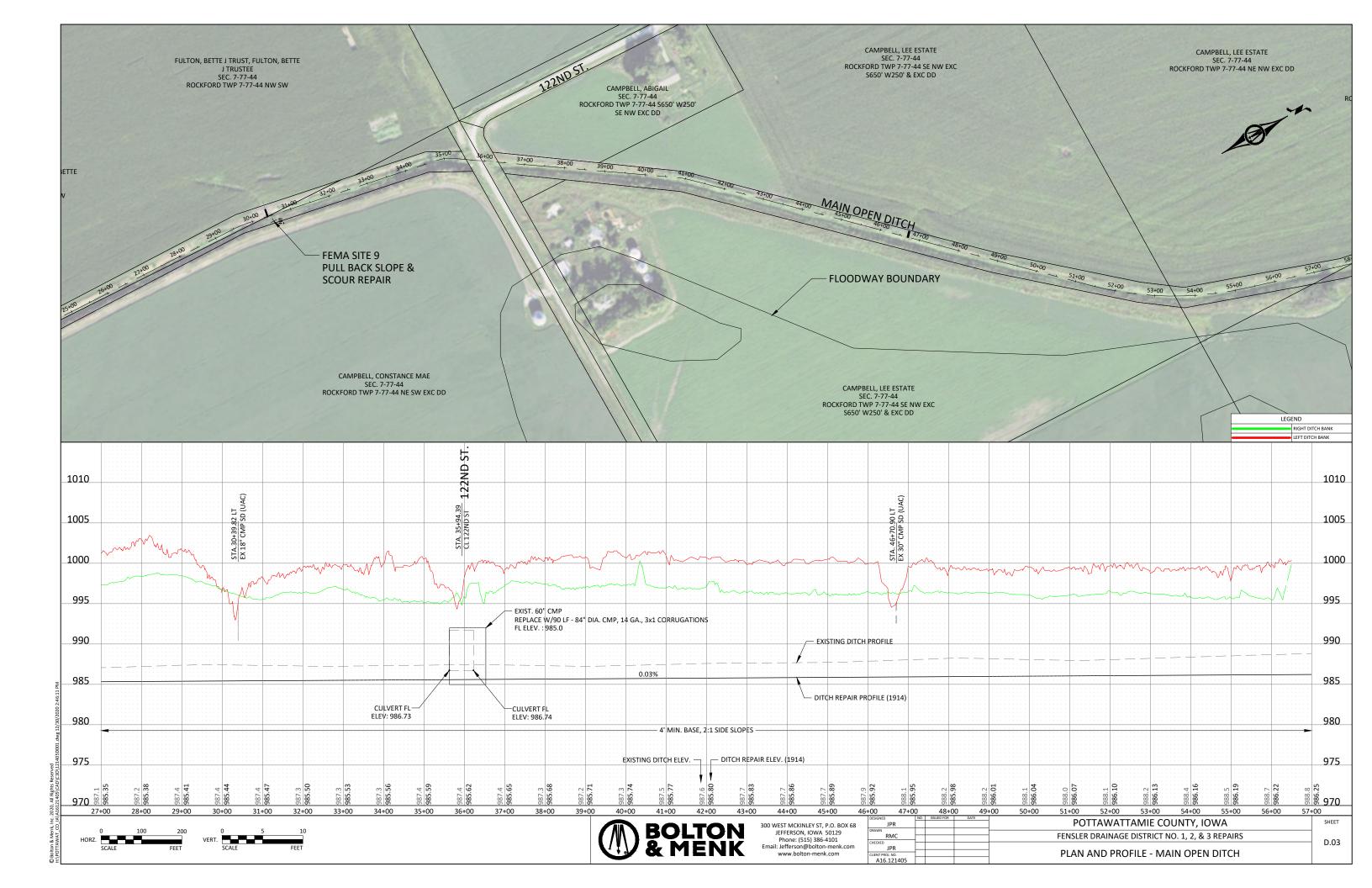
- cleanup methods, and the location of that information and cleanup supplies.
- •Materials and equipment for the cleanup of small spills will be kept in the materials storage area
- •All containers will be labeled, tightly sealed, and stacked or stored neatly and securely

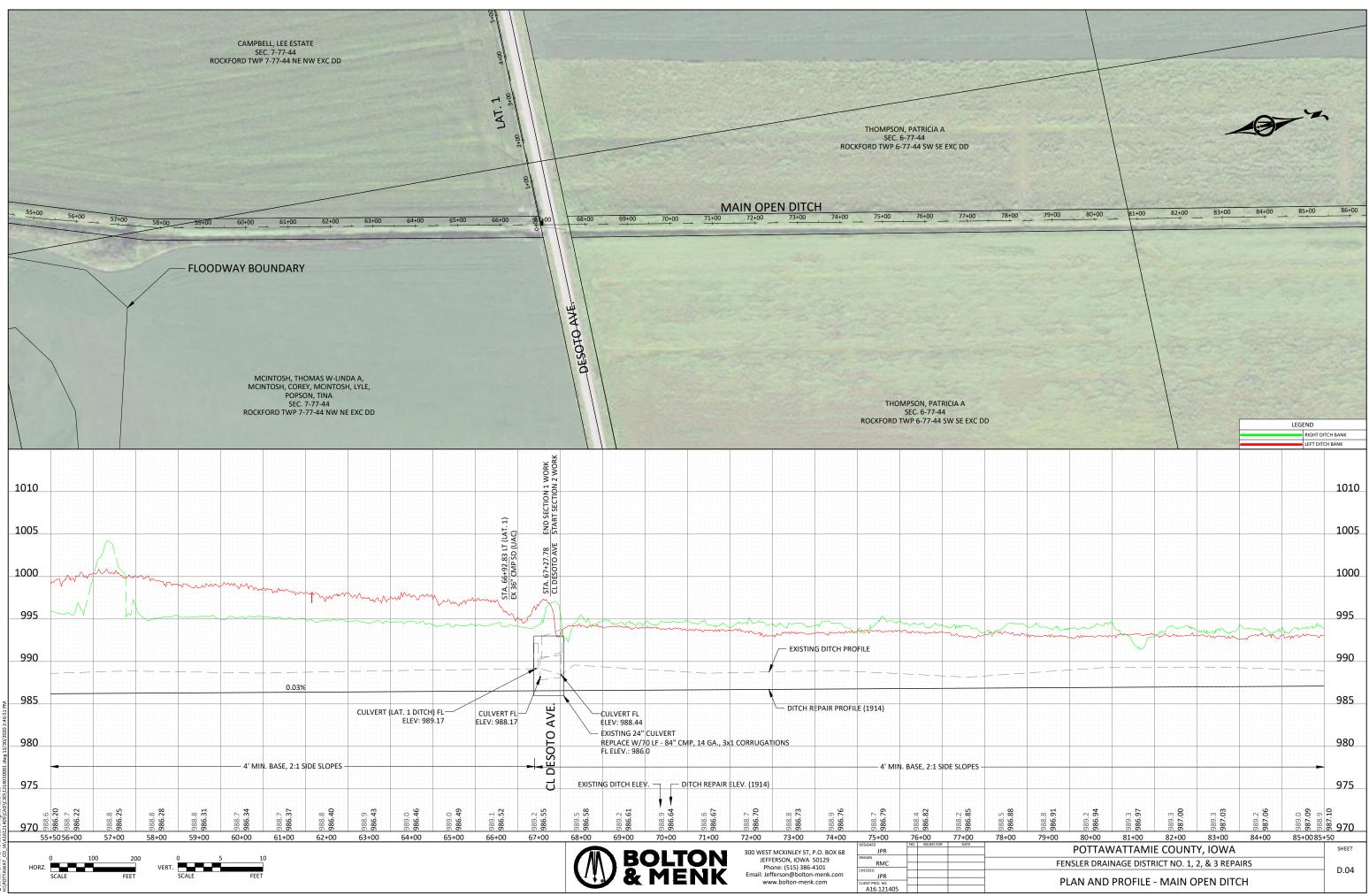
| POTTAWATTAMIE COUNTY, IOWA                      |  |
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| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS |  |

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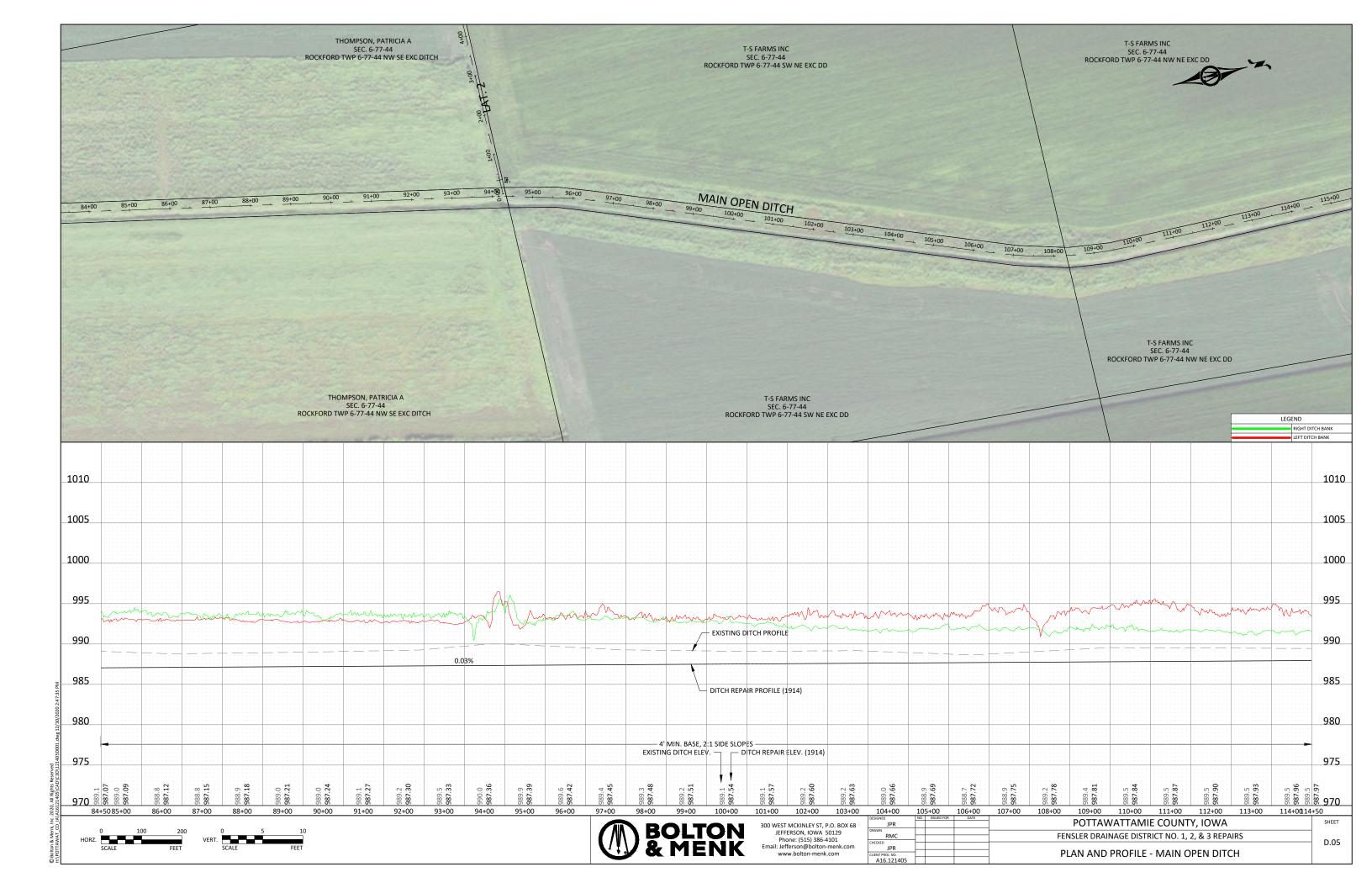


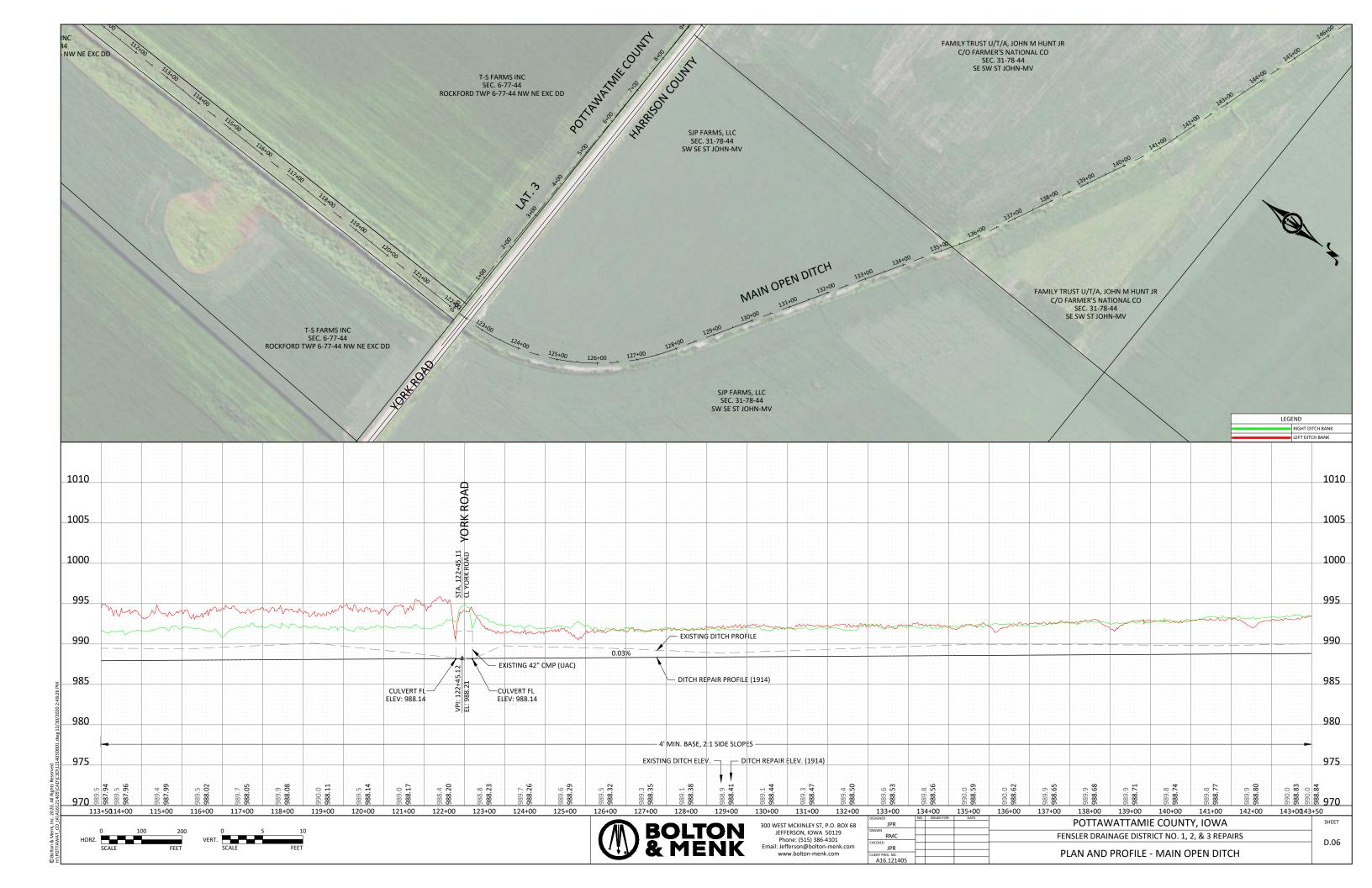


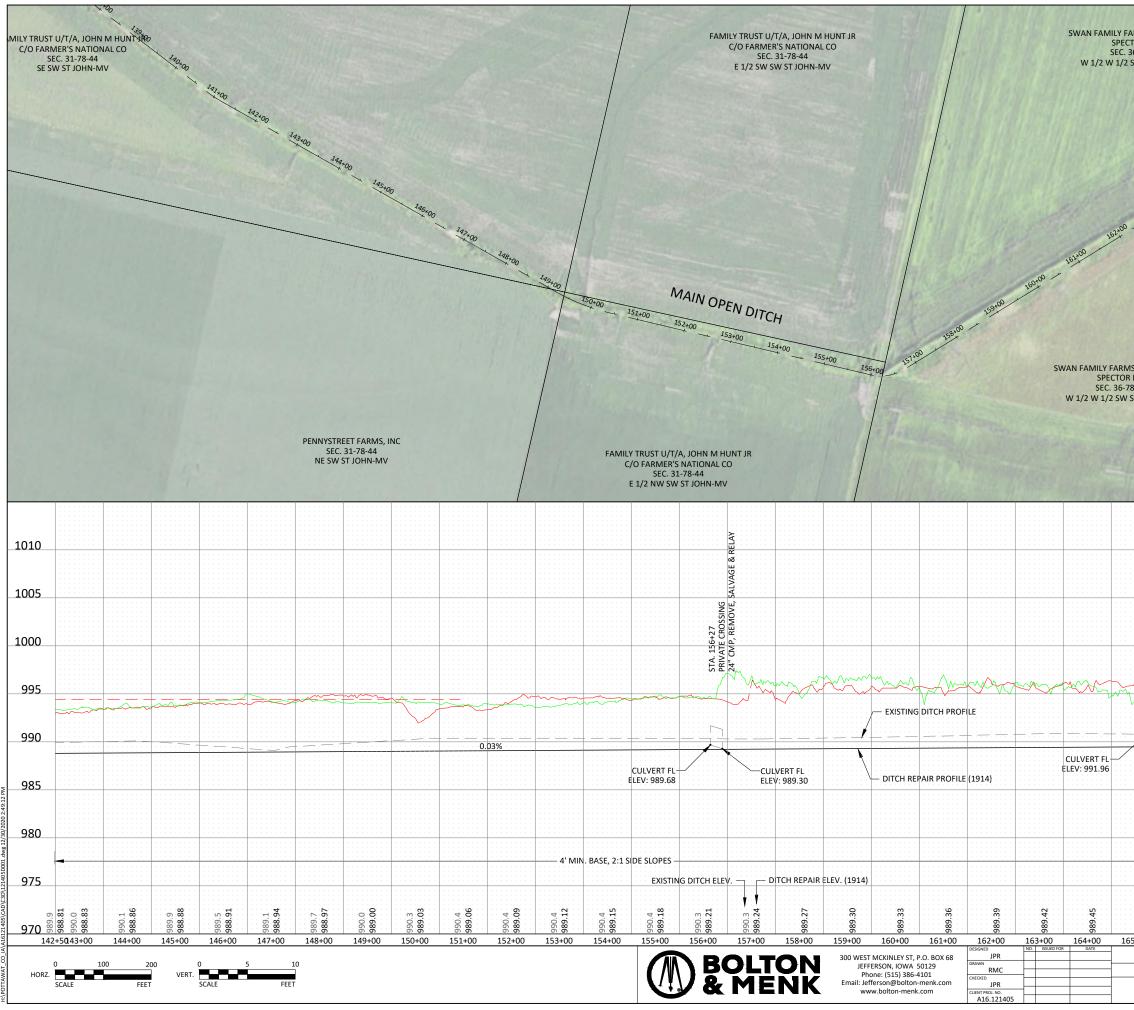




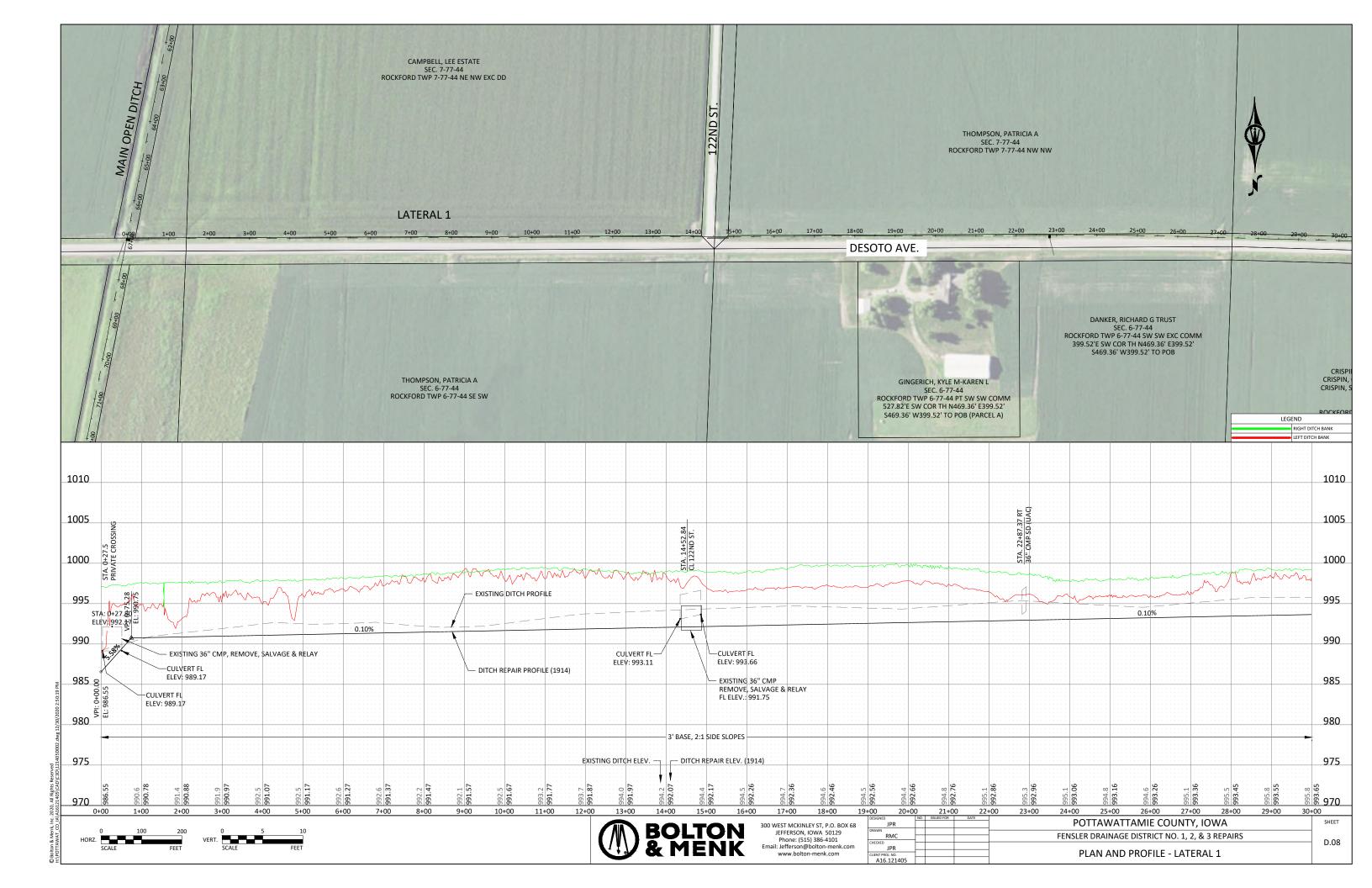
olton & Menk, Inc. 202

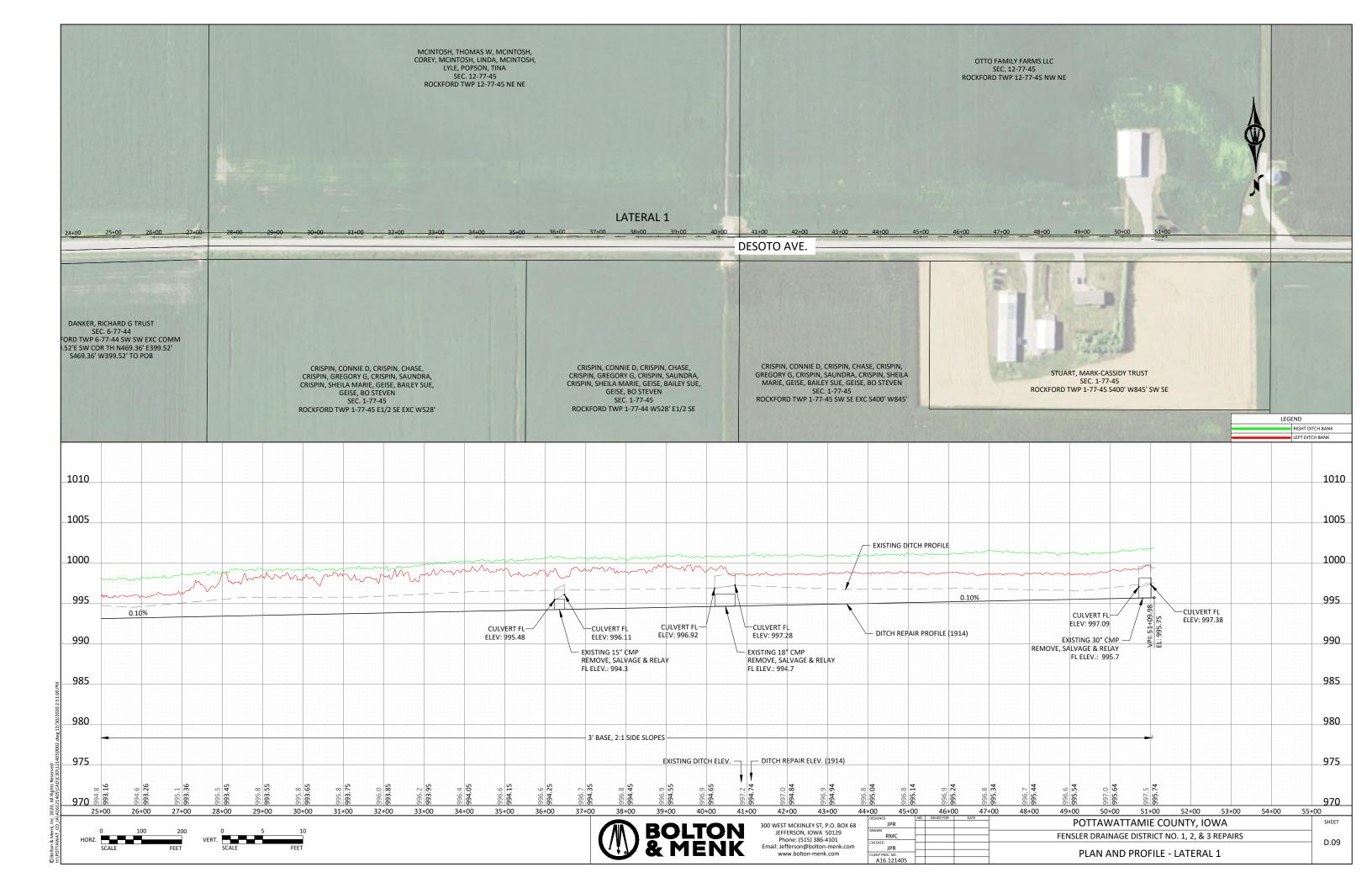


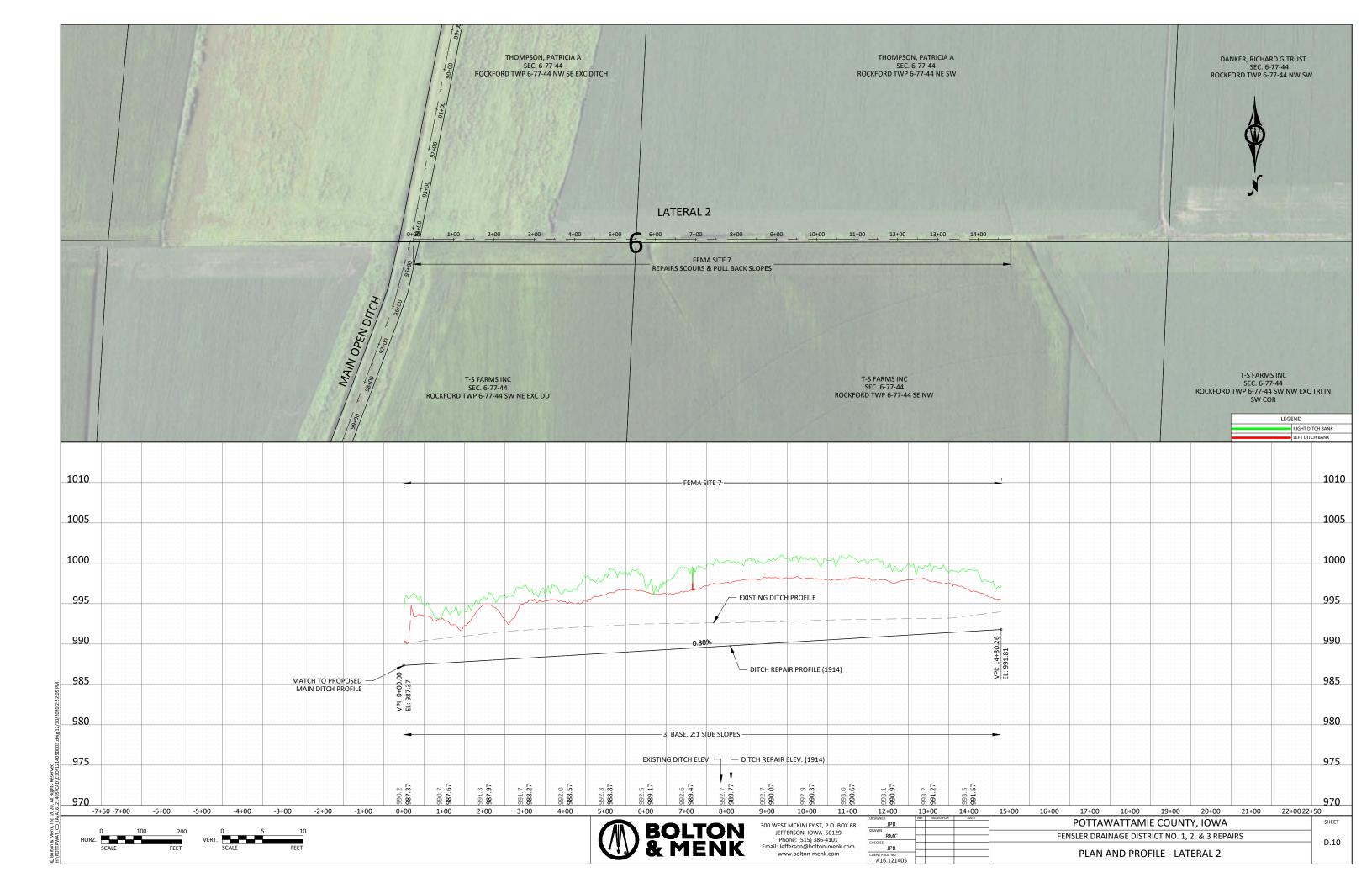


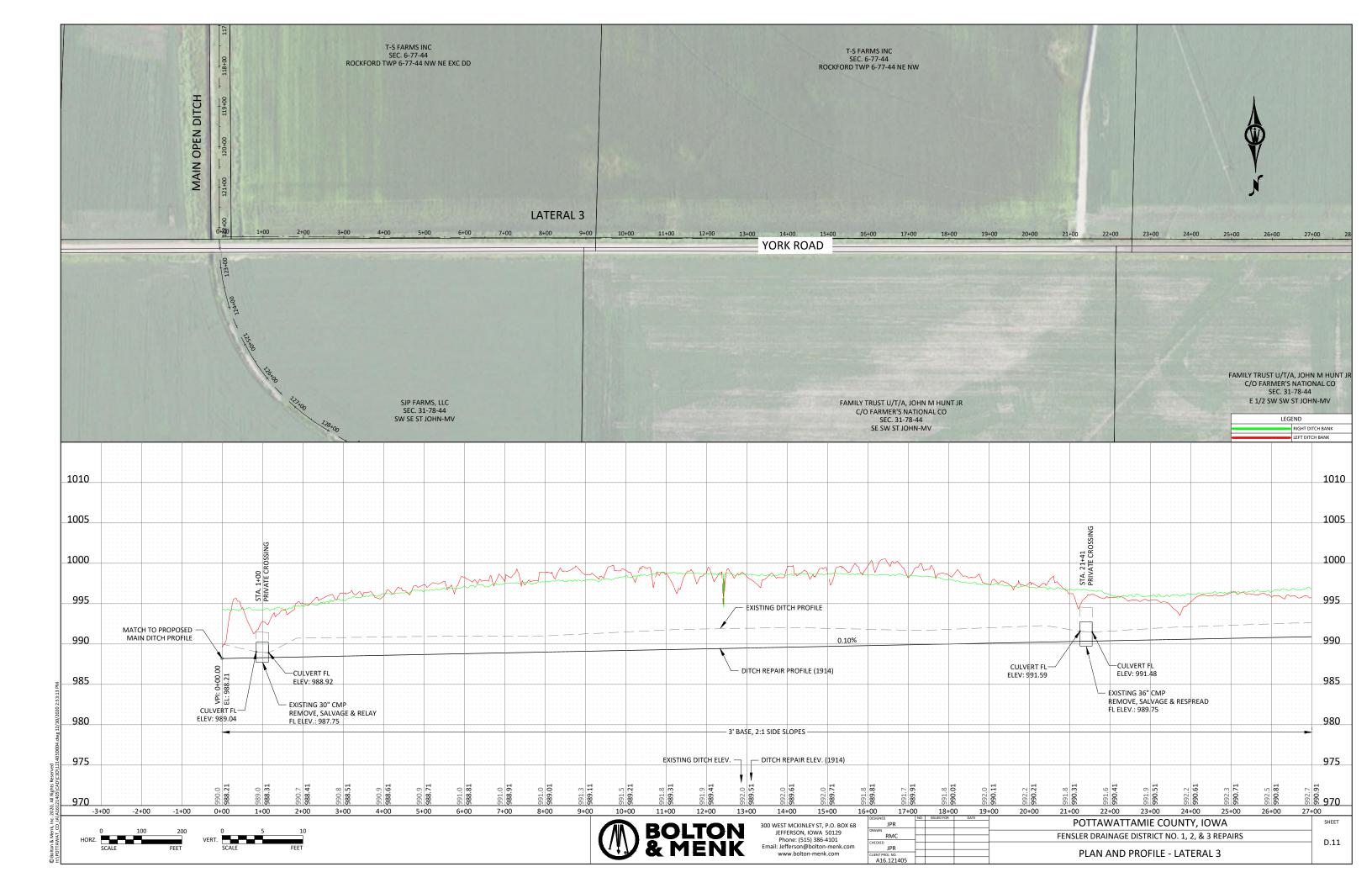


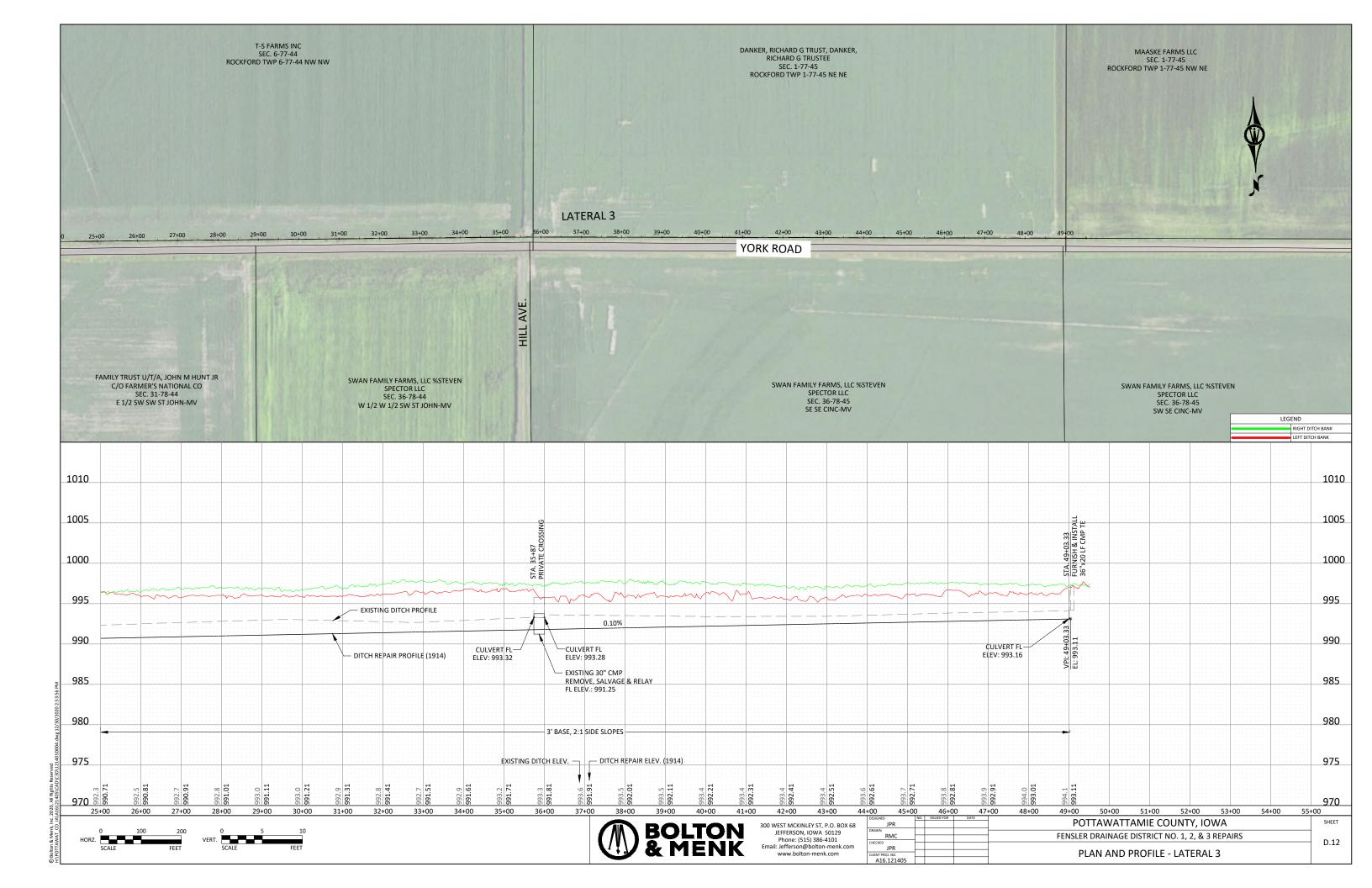
| DR LLC<br>i-78-44<br>W ST J |                              | HILL AVE         | 1                 |                   | Z                 | N.   |            |                    |
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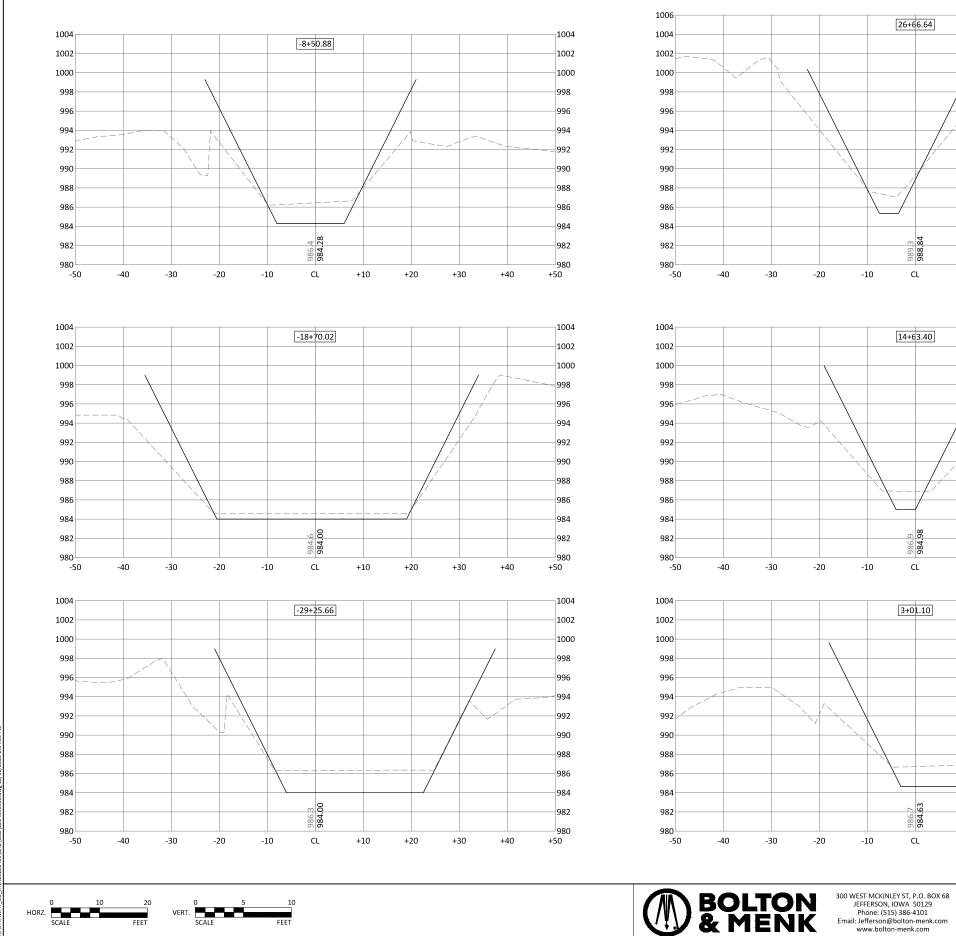












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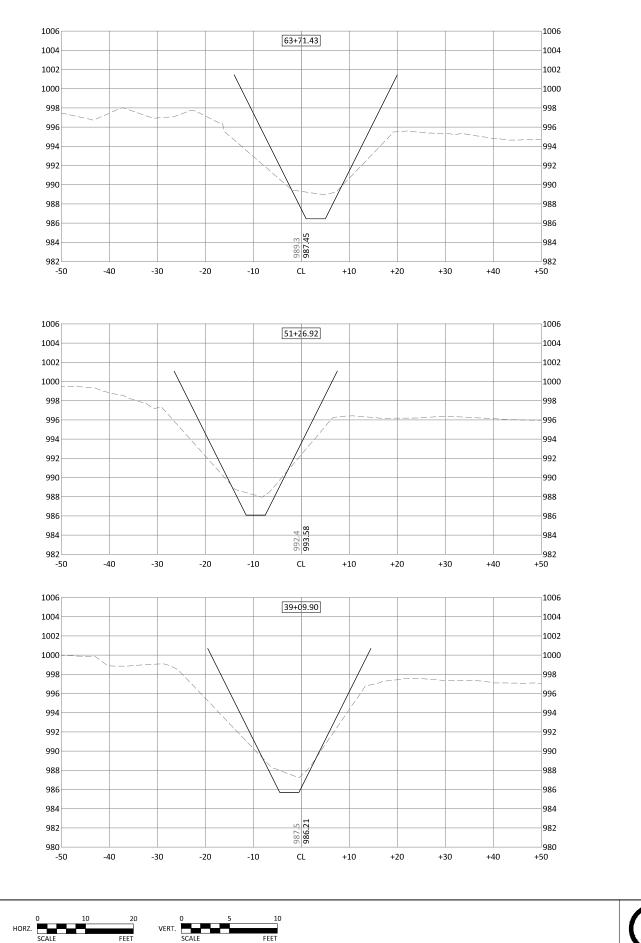
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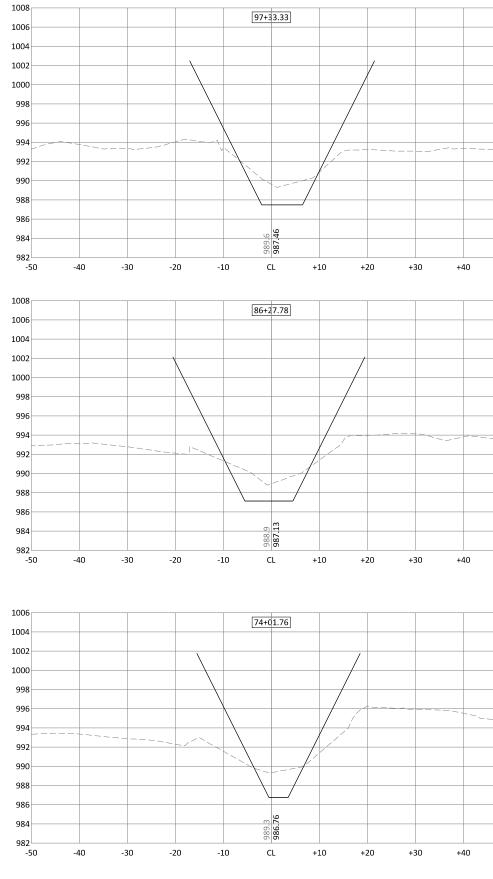
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| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
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| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | V 01  |
| CROSS SECTIONS - MAIN OPEN DITCH                | X .01 |



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**BOLTON & MENK** 

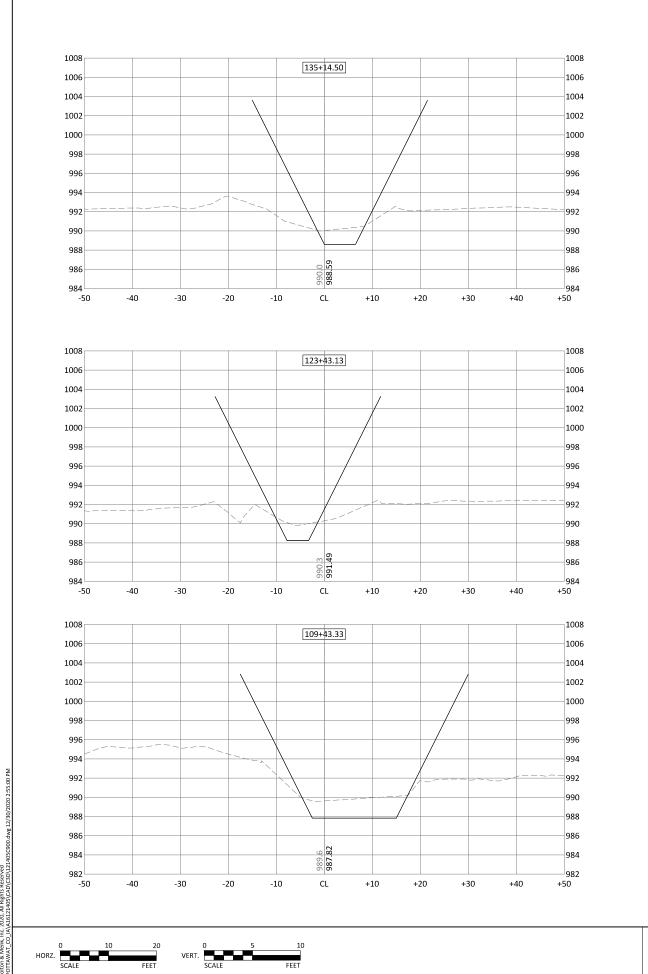
300 WEST MCKINLEY ST, P.O. BOX 68 JEFFERSON, IOWA 50129 Phone: (515) 386-4101 Email: Jefferson@bolton-menk.com www.bolton-menk.com JPR RMC A16.121405

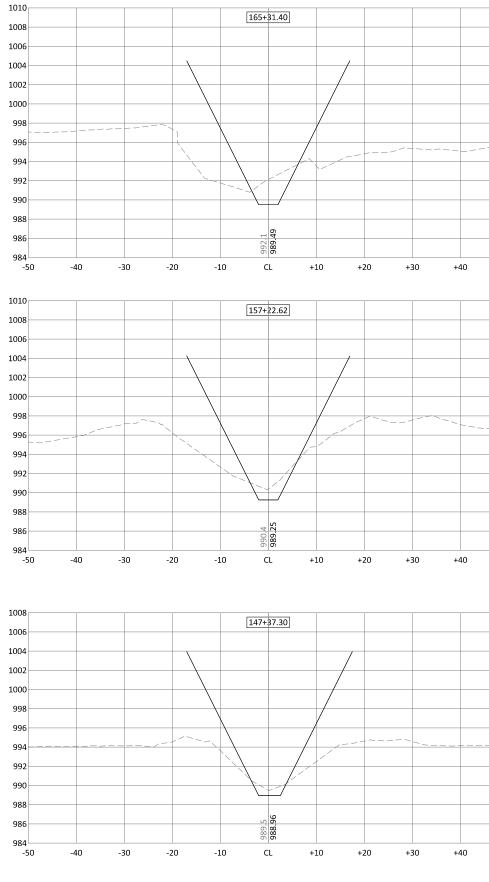
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| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
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| CROSS SECTIONS - MAIN OPEN DITCH                | X .02 |





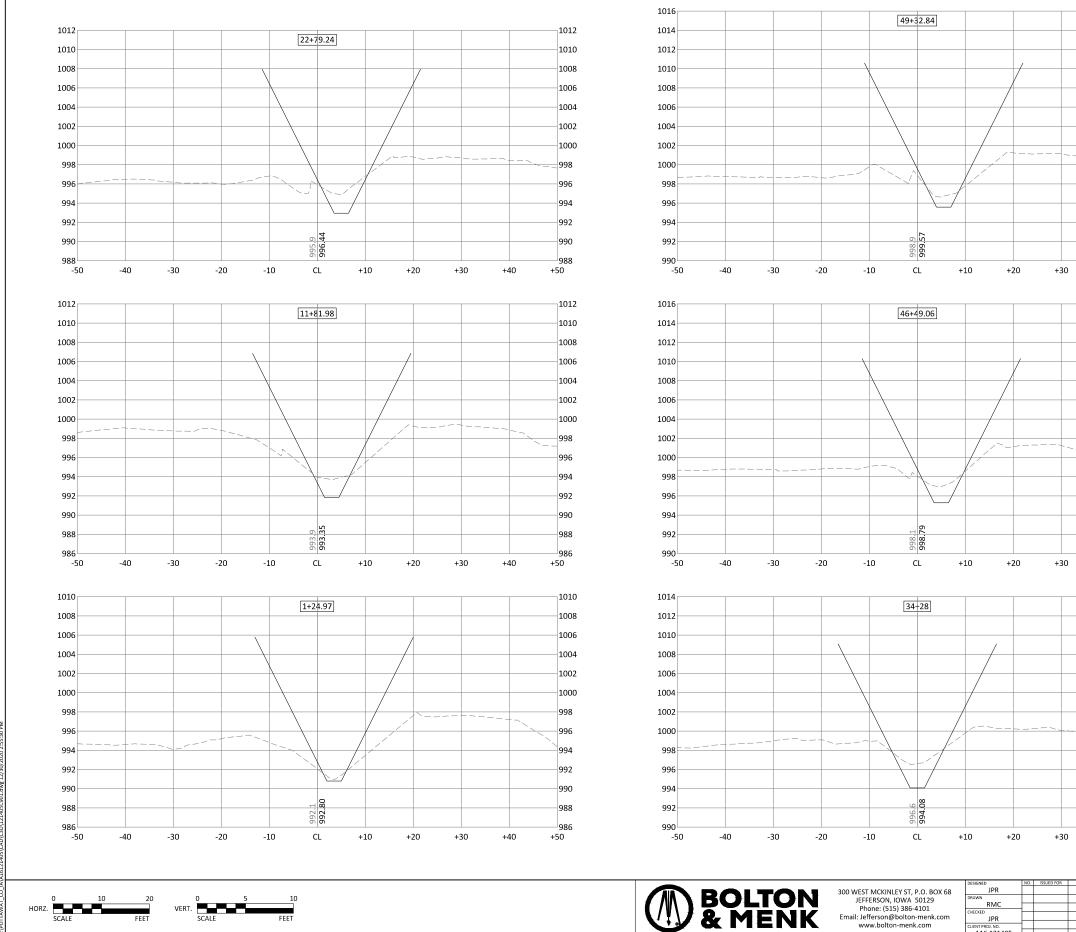


|                                   | DESIGNED         | NO. | ISSUED FOR | DATE |
|-----------------------------------|------------------|-----|------------|------|
| 300 WEST MCKINLEY ST. P.O. BOX 68 | JPR              |     |            |      |
| JEFFERSON, IOWA 50129             | DRAWN            |     |            |      |
| Phone: (515) 386-4101             | RMC              |     |            |      |
| Email: Jefferson@bolton-menk.com  | JPR              |     |            |      |
| www.bolton-menk.com               | CLIENT PROJ. NO. |     |            |      |
|                                   | A16.121405       |     |            |      |

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|           | POTTAWATTAMIE COUNTY, IOWA                      |  |
|           | FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS |  |
|           | CROSS SECTIONS - MAIN OPEN DITCH                |  |



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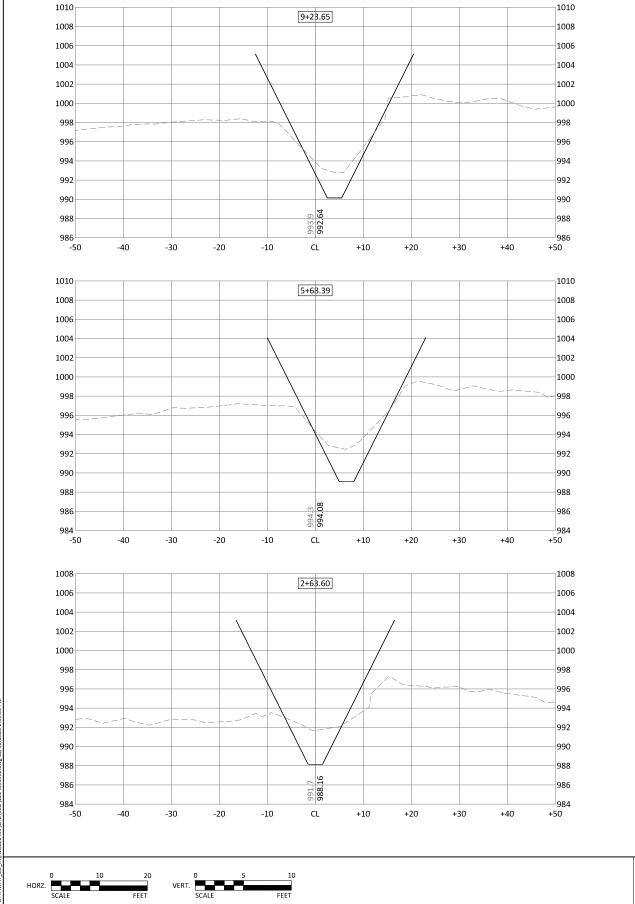
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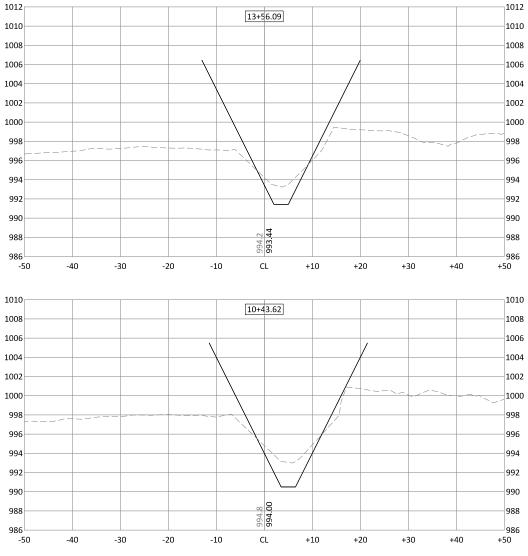
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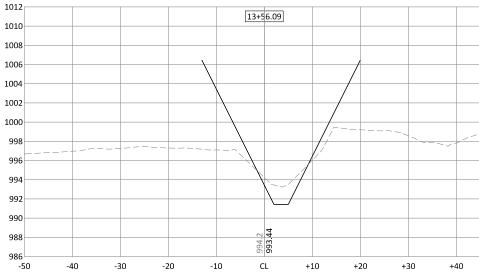
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| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS |  |
|---|--|
| CROSS SECTIONS - LATERAL 1 OPEN DITCH           |  |



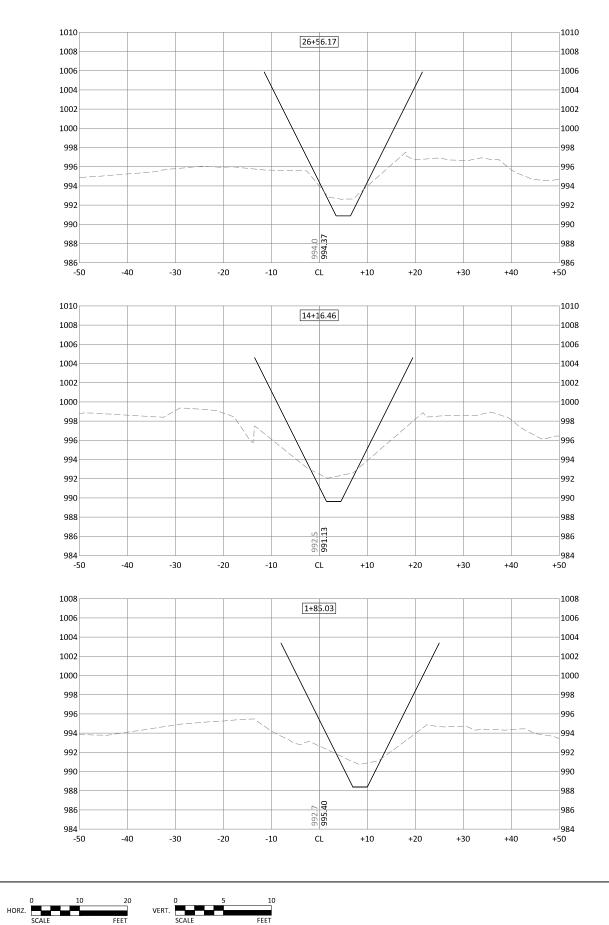




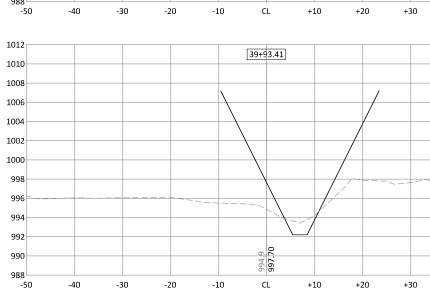
**BOLTON & MENK** 300 WEST MCKINLEY ST, P.O. BOX 68 JEFFERSON, IOWA 50129 Phone: (515) 386-4101 Email: Jefferson@bolton-menk.com www.bolton-menk.com

| DESIGNED         | NO. | ISSUED FOR | DATE |  |
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| JPR              |     |            |      |  |
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| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
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| FENSLER DRAINAGE DISTRICT NO. 1, 2, & 3 REPAIRS | V OF  |
| CROSS SECTIONS - LATERAL 2 OPEN DITCH           | X .05 |



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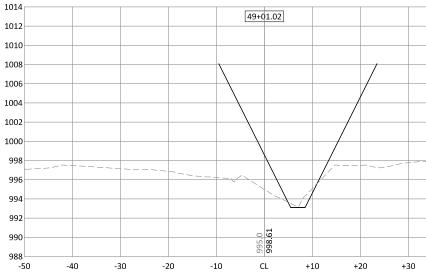
300 WEST MCKINLEY ST, P.O. BOX 68 JEFFERSON, IOWA 50129 Phone: (515) 386-4101 Email: Jefferson@bolton-menk.com www.bolton-menk.com

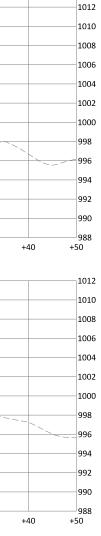
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| POTTAWATTAMIE COUNTY, IOWA                      | SHEET |
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| CROSS SECTIONS - LATERAL 3 OPEN DITCH           | X .06 |