## **REQUEST FOR BIDS**

# Upper Iowa River Flood Reduction Project UI-BID-007

Winneshiek County, IA

Due: 2:00 PM August 5, 2021

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## PUBLIC NOTICE: ADVERTISEMENT FOR BIDS Winneshiek County, Iowa

The County of Winneshiek is seeking bids for the following project:

Construction of flood reduction projects in the Upper Iowa River Watershed, UI-BID-007

### **Project Location:**

This project consists of 6 flood reduction structures within the Upper Iowa River Watershed in Winneshiek County.

### **Project Information:**

The project involves the construction of 6 flood reduction structures.

### Plans and Specifications Will be Available July 19 at 2:00 PM at/from the Offices of:

Winneshiek Soil and Water Conservation District 2296 Oil Well Rd Decorah, IA, 52101

Electronic copies of the bid packet are available at Isqft.com and at upperiowariver.org

Questions regarding the bid packet can be sent to Paul Berland at pberland@northeastiowarcd.org or by phone at 563-864-7112.

### **Pre-Bid Meeting**:

A Pre-Bid Meeting will be held July 27 @ 10:00 AM at the Winneshiek Soil and Water Conservation District Office, 2296 Oil Well Road, Decorah, IA 52101. Engineer will be in attendance and site visits will occur dependent upon weather conditions.

### Time and Place for Filing Sealed Proposals:

Sealed bids will be received from qualified contractors at the Northeast Iowa RC&D office, 101 E. Greene St., PO Box 916 Postville, IA 52162 until August 5, 2021 at 2:00 PM.

### Time and Place Sealed Proposals Will be Opened and Considered:

Bids will be opened and tabulated at Northeast Iowa RC&D office at 2:00 PM on August 5, 2021 for consideration by the Winneshiek County Board of Supervisors at its meeting on August 9, 2021.

### **Section 3 Requirements**

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

<u>Section 3 Businesses are encouraged to respond to this proposal.</u> A Section 3 business is a business that is:

51% owned by Section 3 residents\*

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

\*A Section 3 resident is defined as a public housing resident or someone with a household income that is less than 80% of the area median income. Businesses that believe they meet the Section 3 criteria are encouraged to register as a Section 3 Business through HUD's website:

https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

### **BID INSTRUCTIONS & AWARD PROCEDURE**

Please complete all documents properly. Failure to complete and sign all documents with respect to the requirements listed below may cause your bid not to be read.

### BID BOND

- i. The bid security in the amount of five percent (5%) of the total bid price shall be in the form of a cashier's check, a certified check, or a bank money order 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 County of Winneshiek, hereinafter called the "Jurisdiction".
- ii. The bid bond must be submitted using the Bid Bond Form. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable.

### PROPOSAL SUBMISSION

- i. The proposal shall be submitted in a sealed envelope properly identified as the Proposal with the project title and the name and address of the bidder. Proposals shall be delivered to Northeast Iowa RC&D, 101 E. Greene Street, P.O. Box 916, Postville, IA 52162 at or before 2:00 P.M., local time on August 5, 2021. It is the sole responsibility of the bidder to see that its proposal is delivered prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as Bid Security or Bid Bond. Proposals received after the bid receipt deadline will be returned to the bidder unopened and will not be considered.
- ii. The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if these documents are omitted from the Proposal envelope.
  - a. **UI-BID-007 BID FORM:** Signatures must be in original ink
  - b. **UI-BID-007 BID SCHEDULE (consisting of 4 pages):** the Bidder must provide the Unit Price, the Amount, the Division Subtotals and the Grand Total Bid. In case of discrepancy, the Unit Price governs. The quantities shown on the Proposal are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Grand Total Bid for comparison of the bids.
  - c. Intent to Comply with Section 3 Requirements

### SPECIAL NOTE ON BID INSTRUCTIONS

- i. The bidder should be sure to read and understand all required federal provisions, wage rate determinations, bonding requirements, contract requirements, labor standards and bid packet materials prior to submitting a bid.
- ii. The project consists of six (6) separate flood control structures at 3 locations. Bids should reflect the total cost to construct all of the structures. The Jurisdiction will enter into one (1) contract for the construction of all structures and will not sub-divide the projects and offer multiple contracts. The contractor awarded the contract may elect to hire sub-contractors, but will do so at their own desire and will be required to fulfill requirements and provisions related to sub-contracting.

### AWARD PROCEDURE

i. The Jurisdiction reserves the right to reject any bids, and to accept in whole or in part the bid which in the judgment of the bid evaluators is the lowest, most responsive and responsible bid. The Jurisdiction, reserves the right to reject any and all bids, to waive technicalities or irregularities and to enter into such contract as it shall deem to be in the best interests of the County.

### **UI-BID-007 BID FORM**

Submitting Firm:			
Address:			
City:		Zip:	
Authorized Representative (print):			
Authorized Representative Signature:			
Date:	Email:		
Phone:			

### Our/My bid, as shown in the Grand Bid Total from the Bid Schedule submitted is

\$\_\_\_\_\_

The correct summation of actual bid tabulation figures will supersede any amounts shown on this page.

**CERTIFICATIONS:** By signing this form, the bidder certifies that they have read and understand all bid packet items related to this solicitation, including, but not limited to, contract language, bonding requirements, federal provisions, wage rate determination, labor standards, reporting and records maintenance and construction specifications.

**FIRM PRICING**. Offered prices shall remain firm for a minimum of 30 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

**ADDENDA (It is the Bidder's responsibility to check for issuance of any addenda)**. The authorized representative herby acknowledges receipt of the following addenda:

Addenda Number	Date	Addenda Number	Date	

Addenda Number \_\_\_\_\_ Date \_\_\_\_\_ Addenda Number \_\_\_\_\_ Date \_\_\_\_\_

UPPER IOWA RIVER WATERSHED

### SITE:UI-062-063-Webber

ITEM NO WORK OR MATERIAL	SPEC NO.	QTY	UNIT	UNIT PRICE	AMOUNT
SITE CLEARING, PREPARAT 1 & WASTE DISPOSAL	ΓION, 1	1	LS	\$	\$
2 EROSION CONTROL BLANK	ET 5	1525	SY	\$	\$
3 STRUCTURE SEEDING	6	1.5	AC	\$	\$
4 NATIVE SEEDING	6	4.5	AC	\$	\$
5 TEMPORARY SEEDING (OA	TS) 6	6	AC	\$	\$
6 SEEDING - CEREAL RYE	8	1	AC	\$	\$
MOBILIZATION & 7 DEMOBILIZATION	8	1	LS	\$	\$
TOPSOIL, STRIP, SALVAGE, 8 RESPREAD	AND 26	760	CY	\$	\$
9 COMPACTED EARTHFILL	23	11525	CY	\$	\$
10 CORE TRENCH EXCAVATIO	N 21	520	CY	\$	\$
10" PVC, APPURTENANCES INSTALLATION, INCL. 2 - 5' > 11 ANTI-SEEP COLLARS & CAN	c 5'	96	LF	\$	_ \$
12" PVC, APPURTENANCES INSTALLATION, INCL. 2 - 6' > 12 ANTI-SEEP COLLARS & CAN	< 6'	128	LF	\$	_ \$
8" GABION STONE IN PLACE 13 FABRIC	E W/ 61	67	TON	\$	\$
14 BANK RIPRAP	61	60	TON	\$	\$

TOTAL BID-UI-062-063-Webber ...... \$\_\_\_\_\_\$\_\_\_\_

UPPER IOWA RIVER WATERSHED

### SITE:UI-052-053-Baumler

ITE NC	EM DWORK OR MATERIAL	SPEC. NO.	QTY	UNIT	UNIT PRICE	AMOUNT
1	SITE CLEARING, PREPARATION & WASTE DISPOSAL	1	-	LS		\$
2	EROSION CONTROL BLANKET	5	1300	SY	\$	\$
3	CRITICAL AREA SEEDING	6	2	AC	\$	\$
4	COVER CROP SEEDING	6	6	AC	\$	\$
5	NATIVE SEEDING	6	1	AC	\$	\$
6	MOBILIZATION & DEMOBILIZATION	8	1	LS	\$	\$
7	TOPSOIL, STRIP, SALVAGE AND RESPREAD	26	570	CY	\$	\$
8	COMPACTED EARTHFILL	23	6035	CY	\$	\$
9	CORE TRENCH EXCAVATION	21	225	CY	\$	\$
10	8" PVC, APPURTENANCES & INSTALLATION, INCL. 2 - 5' x 5' ANTI-SEEP COLLARS & CANOPY	45	96	LF	\$	\$
11	6" PVC, APPURTENANCES & INSTALLATION, INCL. 2 - 4' x 4' ANTI-SEEP COLLARS & CANOPY	45	90	LF	\$	_ \$
12	8" GABION STONE IN PLACE W/ FABRIC	61	38	TON	\$	\$
	TOTAL BID:UI-052-053-BAUMLEF	R				\$

### UPPER IOWA RIVER WATERSHED

### SITE:UI-059-066-KUHN

ITE NC	EM DWORK OR MATERIAL	SPEC. NO.	QTY	UNIT	UNIT PRICE	AMOUNT
1	EROSION CONTROL BLANKET GUTTERS AND WATERWAY- 16' WIDE	5	4300	SY	\$	_ \$
2	CRITICAL AREA SEEDING STRUCTURE AND WW	6	2	AC	\$	_ \$
3	GRASSLAND SEEDING	6	3	AC	\$	\$
4	COVER CROP SEEDING	6	6	AC	\$	_ \$
5	MOBILIZATION & DEMOBILIZATION	8	1	LS	\$	_ \$
6	TOPSOIL, STRIP, SALVAGE AND RESPREAD	26	240	CY	\$	_ \$
7	COMPACTED EARTHFILL	23	2500	CY	\$	\$
8	CORE TRENCH EXCAVATION	21	525	CY	\$	\$
9	8" PVC, APPURTENANCES & INSTALLATION, INCL. 2 - 4' x 4' ANTI-SEEP COLLARS & CANOPY	45	76	LF	\$	_ \$
10	RIPRAP IN PLACE W/ FABRIC	61	10	TON	\$	\$
11	WATERWAY SHAPING (1.63 AC)	412	1970	LF	\$	\$
12	DAYLIGHT EXISTING TILE	46	1	LS	\$	\$
	TOTAL BID:UI-059-066-KUHI	N				\$

UPPER IOWA RIVER WATERSHED

### SUMMATION OF BIDS :

TOTAL BID, UI-062-063 WEBBER	\$
TOTAL BID, UI-052-053 BAUMLER	\$
TOTAL BID, UI-059-066 KUHN	\$

### SUMMATION OF BIDS

UI-BID-007 GRAND TOTAL BID	\$	
	····· 🛛	

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

Signature:

### BID BOND

KNOW ALL BY THESE PRESENTS: That we

That we, \_\_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto Winneshiek County, Iowa, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of five percent (5%) of the total bid price \$\_\_\_\_\_\_, 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 these presents.

WHEREAS, the Principal is submitting a sealed proposal to the Jurisdiction for the purpose of entering into a contract for the following project;

Upper Iowa River Flood Reduction Project: UI-BID-007

PRINCIPAL:

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:

Surety Company

Bidder

By\_\_\_\_\_ Signature

By\_\_

Authorized Surety Representative

Name (Print/Type)

Address, City, State, Zip

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

Address, City, State, Zip

Name (Print/Type)

### **INTENT TO COMPLY WITH SECTION 3 REQUIREMENTS**

### (To be provided with procurement documents and <u>returned with all submitted bids</u>)

Section 3 of the Housing and Urban Development Act of 1968 [12 U.S.C. 1701u and 24 CFR Part 135] is HUD's legislative directive for providing preference to low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training and contracting opportunities resulting from HUD-funded projects. The regulations seek to ensure that low- and very low- income persons, and the businesses that employ these individuals, are notified about the expenditure of HUD funds in their community and encouraged to seek opportunities, if created.

A Section 3 resident is defined as a public housing resident <u>or</u> someone with a household income that is less than 80% of the area median income.

A Section 3 business is defined as a business that is:

51% owned by Section 3 residents

Whose permanent, full-time staff is comprised of at least 30% Section 3 residents\*\*

Has committed 25% of the dollar amount of its subcontracts to Section 3 businesses

Note: If your business meets the definition of a Section 3 business, you may register as a Section 3 Business through HUD's website here: https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness

Businesses who self-certify that they meet one of the regulatory definitions of a Section 3 business will be included in a searchable online database. The database can be used by agencies that receive HUD funds, developers, contractors, and others to facilitate the award of covered construction and non-construction contracts to Section 3 businesses.

#### Please complete the following:

1. If awarded a contract for this CDBG funded project, do you anticipate hiring new employees to complete the project? (Hiring would be specific to this project)



Yes No If yes, please estimate the number of employees to be hired:\_\_\_\_\_\_

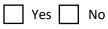
2. Is your business a Section 3 Business?

Yes		No
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3. Is the bidder willing to consider hiring Section 3 residents for future employment opportunities that are a direct result of this CDBG funded project?

Yes		No
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4. Is the bidder willing to consider subcontracting with Section 3 Businesses for this project?



I understand that this contracting opportunity is subject to HUD Section 3 requirements (24 CFR Part 135). I have read and understand the Section 3 requirements as generally described above and presented in the Section 3 contract language included in the procurement documents for this project. If awarded a contract, the business commits to following Section 3 requirements, as they apply to this project. If awarded a contract for this project, the business agrees to provide reports to (insert City/County) on Section 3 efforts and accomplishments.

Name of Contractor/Subcontractor	Address	
Print Name	Title	
Signature	Date	

Superseded General Decision Number: IA20200028

#### State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

EXCLUDES SCOTT COUNTY

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date 0 01/01/2021

SUIA2020-001 10/18/2017

Rates Fringes

ZONE1\$ 28.52ZONE2\$ 26.73ZONE3\$ 26.73ZONE4\$ 26.25ZONE5**\$ 25.15	14.08 14.08 11.50 9.90
CONCRETE FINISHER         ZONE 1	7.40 7.40 7.40 6.40 6.40
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS) ZONE 1, 2, AND 3\$ 25.05	6.80
ZONE 4\$ 23.75 ZONE 5\$ 21.60	6.80 6.80
IRONWORKER (SETTING OF STRUCTURAL STEEL) ZONE 1\$ 31.50 ZONE 2\$ 29.41 ZONE 3\$ 29.41 ZONE 4\$ 27.35 ZONE 5**\$ 25.50	10.90 10.90 11.20 9.90 9.45
LABORER ZONE 1, 2 AND 3	
GROUP A\$ 23.75 GROUP AA\$ 26.13 GROUP B\$ 21.90 GROUP C\$ 18.82 ZONE 4	9.68 9.68 9.68 9.68
GROUP A\$ 21.27 GROUP B\$ 19.95 GROUP C\$ 17.07 ZONE 5	9.08 9.08 9.08
GROUP A\$ 21.77 GROUP B\$ 19.27 GROUP C\$ 18.42	7.63 7.63 7.63
POWER EQUIPMENT OPERATOR ZONE 1	
GROUP A\$ 32.55 GROUP B\$ 31.00 GROUP C\$ 28.50 GROUP D\$ 28.50 ZONE 2	14.90 14.90 14.90 14.90
GROUP A\$ 31.85 GROUP B\$ 30.25 GROUP C\$ 27.70 GROUP D\$ 27.70 ZONE 3	14.90 14.90 14.90 14.90
GROUP A\$ 29.70 GROUP B\$ 27.90 GROUP C\$ 26.90 GROUP D\$ 26.90 ZONE 4	24.65 24.65 24.65 24.65
GROUP A\$ 31.05 GROUP B\$ 29.91 GROUP C\$ 27.83 GROUP D\$ 27.83 ZONE 5	12.50 12.50 12.50 12.50

GROUP A\$	28.02	10.70
GROUP B\$	26.98	10.70
GROUP C\$	25.25	10.70
GROUP D\$	24.25	10.70

TRUCK DRIVER (AND PAVEMENT

MARKING DRIVER/SWITCHPERSON)

ZONE 1\$ 24.45 ZONE 2	11.15
\$ 24.45	11.15
ZONE 3\$ 24.45	11.15
ZONE 4\$ 24.45	6.95
ZONE 5	
\$ 22.50	6.95

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.
ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector\*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind

paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ♦ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ♦ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

\*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5) Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

\* ADDED CRAFT - SIGN ERECTOR

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

\_\_\_\_\_

END OF GENERAL DECISION

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### PERFORMANCE AND PAYMENT BOND

### KNOW ALL BY THESE PRESENTS:

That we,	as Principal (hereinafter the "Contractor" or
"Principal" and	, as Surety are held and
firmly bound unto the County of Winneshiel	k, Iowa (hereinafter referred to as "the Jurisdiction")
and to all persons who may be injured by a	ny breach of any of the conditions of this Bond in the
penal sum of	Dollars(\$)
lawful money of the United States, for the p	payment of which sum, well and truly to be made, we
bind ourselves, our heirs, legal representat	ives and assigns, jointly or severally, firmly by these
presents.	

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the day of \_\_, 202\_, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements: Upper Iowa River Flood Reduction Project – Bid Packet 007, UI-BID-007 unless modified herein, 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.

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:

1. 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.

2. 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.

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

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

B. 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

C. 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:

D. 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.

E. 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 experts, attorney's fees (including overhead 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 Howard 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

### Upper Iowa Bid Packet 007: UI-BID-007

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 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 word, 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 common or customary usage.

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.

Witness our hands this day of , 2021.

SURETY:

By\_

Surety Company

Authorized Surety Attorney in Fact Officer

Name (Print/Type)

Address, City, State, Zip

Address, City, State, Zip

Name (Print/Type)

NOTE: All signatures on this performance and payment 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. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Bidder

By\_\_\_\_

Signature

PRINCIPAL:

### CONTRACT AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of Winneshiek, lowa (hereinafter referred to as the **COUNTY**) and \_\_\_\_\_\_. (hereinafter referred to as the **COUNTY**) and \_\_\_\_\_\_.

**WHEREAS**, the COUNTY and the CONTRACTOR are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, the lowa Economic Development Authority (IEDA) is authorized by the federal Department of Housing and Urban Development (HUD) to provide State Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects in compliance with all applicable local, state, and federal laws, regulations and policies, and

**WHEREAS,** IEDA submitted an application for funds from HUD under the Disaster Relief Appropriations Act, 2013, Public Law 113-2, for the Community Development Block Grant National Disaster Resilience (CDBG-NDR) competition on behalf of the Recipient and the Recipient agreed to abide by the application terms and conditions; and

**WHEREAS**, IEDA received funds under the Disaster Relief Appropriations Act, 2013. (Public Law 113-2) under the CDBG-NDR program; and

**WHEREAS**, Winneshiek County has been awarded a contract (13-NDRI-009) through IEDA for a grant of federal funds from HUD under the Disaster Relief Appropriations Act, 2013, Public Law 113-2; and

**WHEREAS,** CONTRACTOR submitted a bid for construction and has been selected to provide construction services for the project(s) identified in the bid packet,

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the COUNTY's approved CDBG project, and

**WHEREAS**, it would be beneficial to the COUNTY to utilize the CONTRACTOR as an independent entity to accomplish the Scope of Work as set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG project;

**WITNESSETH:** That for and in consideration of the mutual covenants herein contained, the parties hereto agree with each other as follows:

**CONTRACT AMOUNT:** As outlined in the CONTRACTOR'S bid submitted \_\_\_\_\_\_ (herein as Attachment), the cost of services shall not exceed \$\_\_\_\_\_\_

### I. GENERAL CONDITIONS

### 1. <u>Time of Performance</u>:

Time is of the essence in this project. The COUNTY is obligated to issue a written Proceed Order within ten (10) days from the acceptance of the CONTRACTOR'S Proposal. If the Proceed Order is not received by the CONTRACTOR, the CONTRACTOR has the option of withdrawing his or her Quote and Proposal.

The CONTRACTOR shall commence work in a timely manner upon issuance of the Proceed Order and only after a pre-construction meeting where the engineer and labor standards officer are present.

The CONTRACTOR shall achieve substantial completion by December 31, 2021.

Prior to, or at Contract execution, CONTRACTOR must provide: a) performance bond on the part of the CONTRACTOR for 100 percent of the contract price. A "performance bond' is one executed in connection with a contract to secure fulfillment of all the CONTRACTOR'S obligations under such contract; and b) payment bond on the part of the CONTRACTOR for 100 percent of the contract price. A "payment bond' is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract

2. Contract:

The Contract consists of the:

- a. COUNTY'S Request for Bids (Attachment A)
- b. Written bid response submitted by CONTRACTOR (Attachment B)
- c. CONTRACTOR'S Payment and Performance Bond in the amount of \$
- d. County Board of Supervisor Approval of the Contract
- e. Notice to Proceed
- 3. Services:

The CONTRACTOR shall provide the work as outlined in the COUNTY's Request for Bids as outlined in the CONTRACTOR'S proposal.

4. Payment:

Payment under this Contract shall be progress payments and shall be made based on the work completed and invoiced. Payments will generally be made within 45 days of receipt of the invoice upon approval by the COUNTY Board of Supervisors. Invoices shall be directed to the Project Administrator:

Paul Berland Northeast Iowa RC&D 101 E. GREENE ST., P.O. Box 916 Postville, IA 52162

### 5. Access and Maintenance of Records:

The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.

At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

6. <u>Relationship</u>:

The relationship of the CONTRACTOR to the COUNTY shall be that of an independent CONTRACTOR rendering professional services. The CONTRACTOR shall have no authority to

execute contracts or to make commitments on behalf of the COUNTY and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the COUNTY and the CONTRACTOR.

7. <u>Suspension, Termination, and Close Out</u>:

If the CONTRACTOR fails to comply with the terms and conditions of this contract, the COUNTY may pursue such remedies as are legally available, including but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. <u>Suspension</u> If the CONTRACTOR fails to comply with the terms and conditions of this contract, or whenever the CONTRACTOR is unable to substantiate full compliance with provisions of this contract, the COUNTY may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the CONTRACTOR or its authorized representative. The suspension will remain in full force and effect until the CONTRACTOR has taken corrective action to the satisfaction of the COUNTY and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the CONTRACTOR or its authorized representative during the period of suspension will be allowable under the contract except:
  - (1) Reasonable, proper and otherwise allowable costs which the CONTRACTOR could not avoid during the period of suspension;
  - (2) If upon investigation, the CONTRACTOR is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
  - (3) In the event all or any portion of the work prepared or partially prepared by the CONTRACTOR is suspended, abandoned or otherwise terminated, the COUNTY shall pay the CONTRACTOR for work performed to the satisfaction of the COUNTY, in accordance with the percentage of the work completed.
- b. <u>Termination for Cause</u> If the CONTRACTOR fails to comply with the terms and conditions of this contract and any of the following conditions exists:
  - The lack of compliance with the provisions of this contract were of such scope and nature that the COUNTY deems continuation of the contract to be substantially detrimental to the interests of the COUNTY;
  - (2) The CONTRACTOR has failed to take satisfactory action as directed by the COUNTY or its authorized representative within the time period specified by same;
  - (3) The CONTRACTOR has failed within the time specified by the COUNTY or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The COUNTY may terminate this contract in whole or in part, and thereupon shall notify the CONTRACTOR of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the CONTRACTOR. Notification will be by certified letter and may be in effect immediately. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. <u>Termination for Other Grounds</u> – This contract may also be terminated in whole or in part:

- (1) By the COUNTY, with the consent of the CONTRACTOR, or by the CONTRACTOR with the consent of the COUNTY conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) The COUNTY may terminate this contract at any time giving at least ten (10) days notice in writing to the CONTRACTOR. If the contract is terminated for convenience of the COUNTY as provided herein, the CONTRACTOR will be paid for time provided and expenses incurred up to the termination date.

### 8. Changes, Amendments, Modifications:

The COUNTY may, from time to time, require changes or modifications in the Scope of Work to be performed. Such changes, including any decrease or increase in the amount of compensation, which are mutually agreed upon by the COUNTY and the CONTRACTOR shall be incorporated in written amendments to this contract.

### 9. <u>Personnel</u>:

The CONTRACTOR represents that he/she has, or will secure at his/her own expense, all personnel and/or sub-contractors required in order to perform under this contract. Such personnel or sub-contractors shall not be employees of, or have any contractual relationship to, the COUNTY.

All services required hereunder will be performed by the CONTRACTOR, or under his/her supervision and all personnel, whether employee or sub-contractor, engaged in the work shall be fully qualified and shall be authorized or permitted under federal, state and local law to perform such services.

### 10. Assignability:

The CONTRACTOR shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the COUNTY thereto; provided, however, that claims for money by the CONTRACTOR from the COUNTY under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the COUNTY by the CONTRACTOR.

### 11. Reports and Information:

The CONTRACTOR, at such times and in such forms as the COUNTY may require, shall furnish the COUNTY such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

### 12. Copyright:

No report, maps or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the CONTRACTOR.

### 13. Compliance with Local Laws:

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the state and local government and the CONTRACTOR shall save the COUNTY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

### II. CIVIL RIGHTS:

- 1. CONTRACTOR agrees to comply with the following laws and regulations:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352)

States that no person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin.

- b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended
- c. Iowa Civil Rights Act of 1965 (Iowa Code Chapter 216 and Iowa Code Chapter 19B.7)

This Act mirrors the Federal Civil Rights Act.

d. Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309)

Provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or handicap under any program or activity funded in part or in whole under Title I of the Act.

e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 1601 et seq.)

Provides that no person on the basis of age, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance.

f. Section 504 of the Rehabilitation Act of 1973, as amended (P.L. 93-112, 29 U.S.C. 794)

Provides that no otherwise qualified individual shall solely by reason of his/her handicap be excluded from participation in, be denied the benefits of, or be discriminated against under any program or activity receiving Federal financial assistance.

g. Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101-12213)

Provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

h. Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

The purpose of section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

i. Federal Executive Order 11063, as amended by Executive Order 12259.

### III. Federal Executive Order 11246, as amended, by Federal Executive Order 11357

Provides that no one be discriminated in employment.

During the performance of this contract, CONTRACTOR agrees as follows:

a. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training,

including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- b. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c. CONTRACTOR will send to each labor union or representative of workers with which they has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of CONTRACTOR's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. CONTRACTOR will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance. **Provided, however**, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency; CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### IV. HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Section 3)

- The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - a. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.

- b. CONTRACTOR will send to each labor organization or representative of workers with which they has a collective bargaining agreement or other contract or understanding if any, a notice advising said labor organization or workers' representative of their commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c. CONTRACTOR will include this Section 3 clause in every subcontract; for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the Subcontract upon finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Section 3. CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Section 3 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- d. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Section 3, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provide, and to such sanctions as are specified by 24 CFR Section 135.135.
- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### V. CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING:

- 1. CONTRACTOR certifies, to the best of their knowledge and belief that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, CONTRACTOR shall complete and submit

Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

c. CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

### V. CLEAN AIR AND WATER ACTS COMPLIANCE: (APPLIES TO CONTRACTS ABOVE \$100,000)

In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)).

Section 508 of the Clean Water Act (33 U.S.C. 1368).

Executive Order 11738. Providing administration of the Clean Air and Water Acts

Clean Air and Water Acts - required clauses:

This clause is required in all third-party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.

During the performance of this contract, the CONTRACTOR agrees as follows:

- 1. CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
- CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- 3. CONTRACTOR agrees that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
- 4. CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

### VI. STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY

Pub. L. 94-163, 89 Stat. 871

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

## VII. NOTICE OF AWARDING AGENCY REQUIREMENTS AND REGULATIONS PERTAINING TO REPORTING

The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

### **VIII. COMPREHENSIVE PROCUREMENT GUIDELINE: RECOVERED MATERIALS**

The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

### IX. FEDERAL LABOR STANDARDS PROVISIONS

#### U.S. Department of Housing And Urban Development Office of Labor Relations

#### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and

(3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d)The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii)Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv)If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3.** (i) **Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprentices or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under

the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprentices program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16. trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant ', to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
 5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8.** Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10.** (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

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(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of... influencing in any way the action of such Administration... makes, utters or publishes any statement knowing the same to be false... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B.** Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards. (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000. (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

**X: IN WITNESS WHEREOF**, the COUNTY and the CONTRACTOR have executed this contract agreement as of the date and year last written below.

COUNTY OF WINNESHIEK	CONTRACTOR
Ву:	Ву:
Title:	Title:
Date:	Date:

### Webber Upper Iowa Project Summary

UI-062-WEBBER(2); UI-063-WEBBER(1)

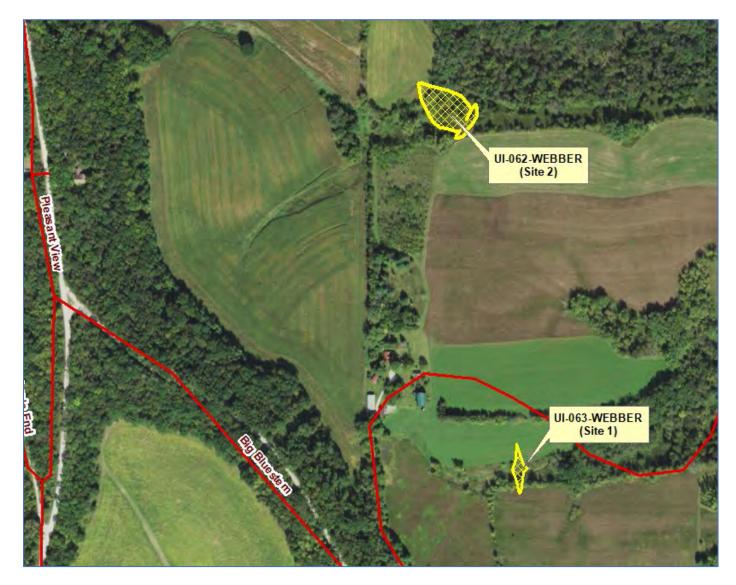
Landowner: Mark Webber Phone: 563.419.2291

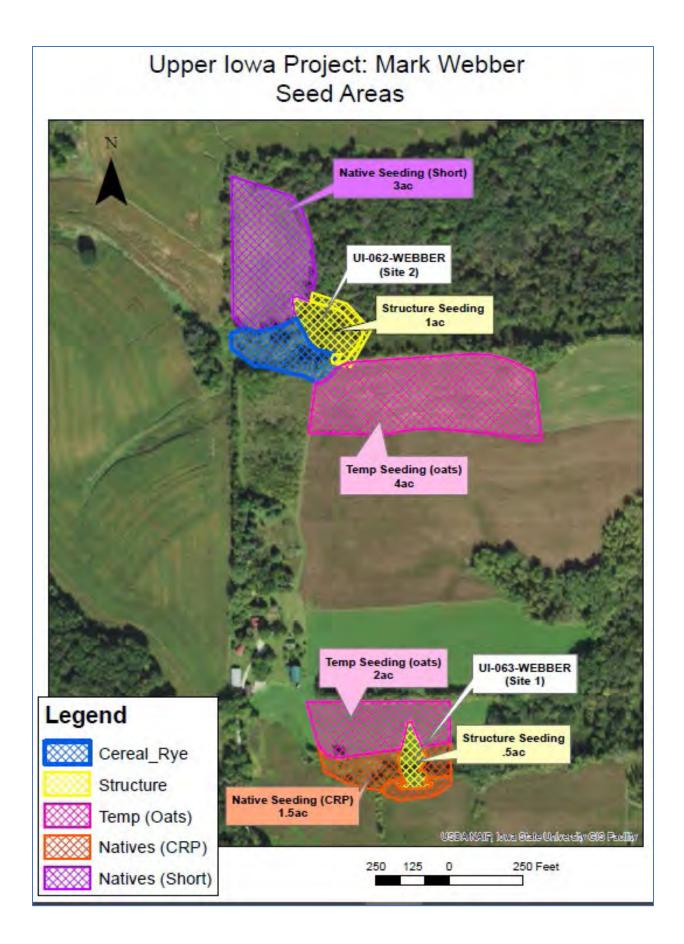
**Location:** T99N R07W Section 21 *Entrance Address:* 1390 Big Bluestem Rd, Decorah, IA 52101

Assisted By: Matt Frana (UIR Project Coordinator) Date: 5/27/21

#### **Background:**

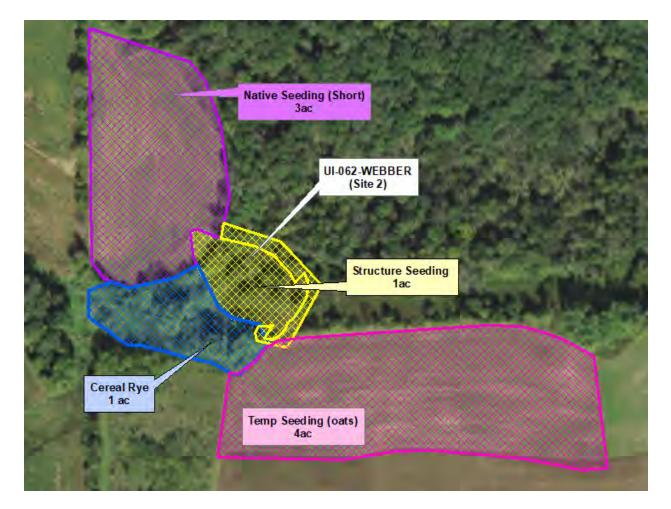
The project involves 2 grade stabilization structures (410). See design plans and specs for project details.





### Seeding:

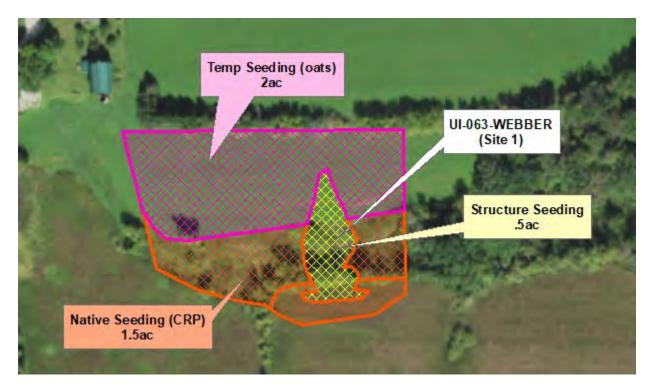
- View seeding plans and guidelines provided in bid packet for more detailed instructions. Note seeding dates. Depending on when construction is completed, a temporary cover of oats may need to be seeded until frost seeding can be completed (after Nov. 15<sup>th</sup>)
- The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.
- Signed seeding plans and bills/seed tickets listing what was seeded will need to be provided before payment can be made.



### UI-062-Webber (Site 2) Seeding:

- Structure Seeding (1 ac): Use to seed structure and cleared area around and below structure.
- **Cereal Rye (1 ac):** Use to seed disturbed area within pool to provide temporary cover until pool fills with water.

- Native mix Short (3 ac): Use to seed north field where primary borrow is coming from.
   Vegetation not significantly disturbed by construction needs to be killed off prior to seeding natives.
- **Temporary Seeding Oats (4 ac):** This is the secondary borrow area. Disturbance in this area should be avoided if possible, but some will likely occur. It was recently enrolled in a CRP program that will be seeded by the landowner fall 2021. All disturbed areas will be seeded with a temporary cover of oats.



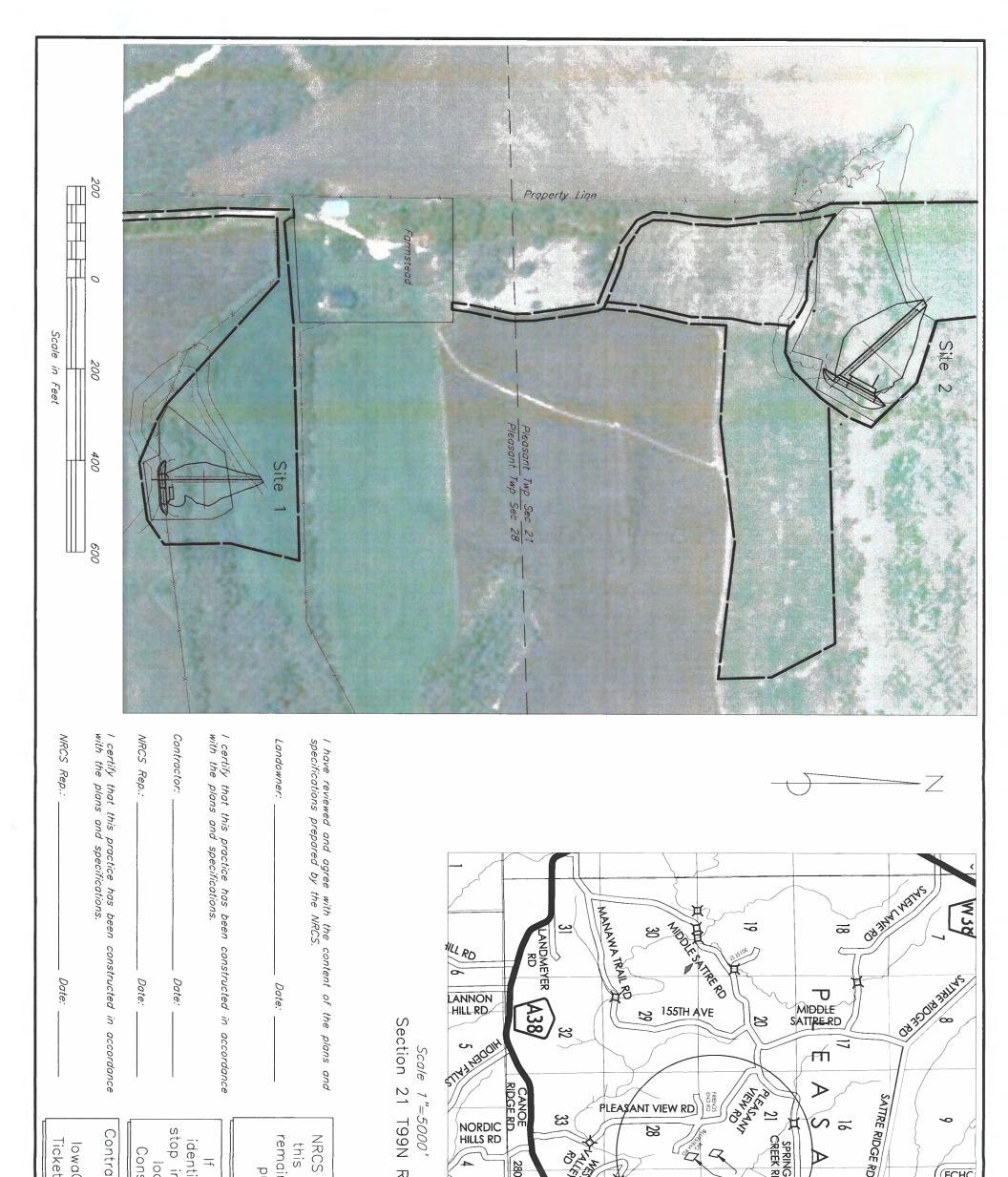
### UI-063-Webber (Site 1) Seeding:

- Structure Seeding (.5 ac): Use to seed structure.
- **Native mix CRP (1.5 ac):** Use to seed around structure. A portion of the project will disturb established CRP that will also be seeded with this mix. Try to avoid disturbance to established CRP to minimize the amount of reseeding needed.
- **Temporary Cover- Oats (2 ac):** Borrow area was recently enrolled in a CRP program that will be seeded by the landowner fall 2021. All disturbed areas will be seeded with a temporary cover of oats.

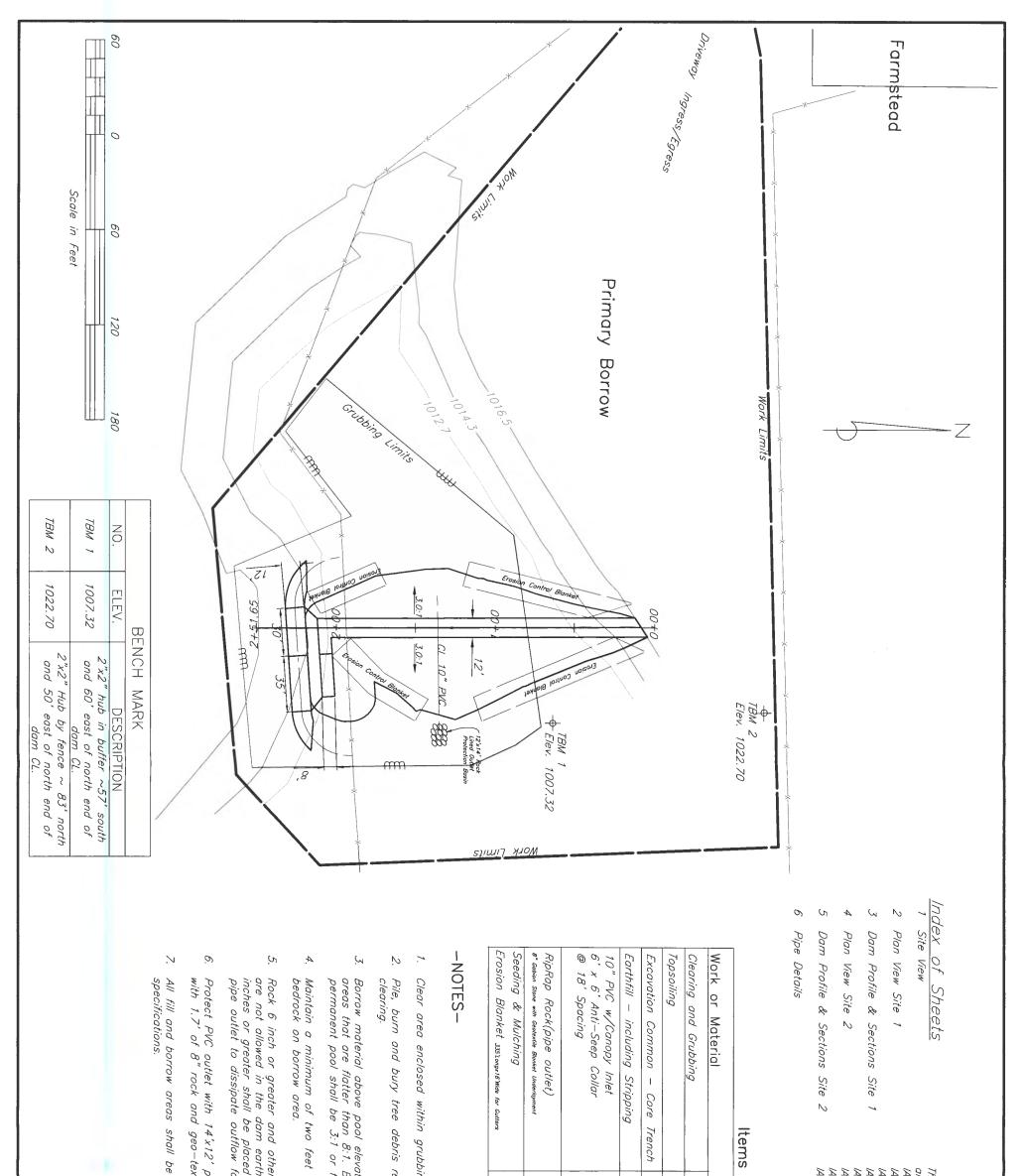
### NRCS Spec Sheets for project(s) UI-062-WEBBER(2) & UI-063-WEBBER(1)

- IA-1: Site Preparation
- IA-5: Pollution Control
- IA-6: Seeding and Mulching for Cover
- IA-21: Excavation
- IA-23: Earthfill
- IA-26: Topsoiling
- IA-51: CMP Pipe
- IA-61: Loose Rock Rip Rap
- IA-95: Geotextile
- IA-342: Critical Area Planting
- IA-327: Conservation Cover
- IA-410: Grade Stabilization Structure

Work or Material	Spec. No.	Quantity	Unit	Unit Price	Site 1	Site 2	
Cost Shared Expenses	•••••	Quantity	•			0.00 -	
Topsoil, Strip, Salvage and Respread	IA-26						
Site 1		260	cu. Yd.	2.60	\$676.00		
Site 2		500	cu. Yd.	2.60	<i>9070.00</i>	\$1,300.00	
Compacted Earthfill	IA-23	500	cu. ru.	2.00		\$1,300.00	
Site 1	IA-23	2625	cu. Yd.	3.50	\$9,187.50		
Site 2		8900		3.50	\$9,107.50	\$31,150.00	
Core Trench Excavation	IA-21	8900	cu. Yd.	5.50		\$51,150.00	
	IA-21	120	av. Vd	2.00	¢200.00		
Site 1		120	cu. Yd.	3.00	\$360.00	¢1,200,00	
Site2		400	cu. Yd.	3.00		\$1,200.00	
Pipe & Appurtances					4		
10" PVC, Appurtenances and Installation	IA-45	96	feet	32.00	\$3,072.00		
(includes 2-5'x5' antiseep collars and canopy fabrication)							
12" PVC, Apputences and installation		128	feet	37.00		\$4,736.00	
(includes 2-6'x6' antiseeps and Canopy fabrication)							
Erosion Control Blanket(gutters)							
Site 1		600	sq. Yd	2.10	\$1,260.00		
Site 2		925	sq. Yd	2.10		\$1,942.50	
8" Gabion Stone in place w/fabric	IA-61						
Site 1		24	ton	28.00	\$672.00		
Site 2		43	ton	28.00		\$1,204.00	
Site 2 Bank Rip Rap		60	ton	28.00		\$1,680.00	
Seeding	IA-6						
Site 1 (UI-063-WEBBER)							
Structure Seeding		0.5	acres	1,000.00	\$500.00		
Native Seeding (CRP)		1.5	acres	1,000.00	\$1,500.00		
Temporary Seeding (Oats)		2	acres	500.00	\$1,000.00		
Site 2 (UI-62-Webber)					. ,		
Structure		1	acres	1,000.00		\$1,000.00	
Native Mix (Short)		3	acres	1,000.00		\$3,000.00	
Temporary (Oats)		4	acres	500.00		\$2,000.00	
Cereal Rye		1	acres	500.00		\$500.00	
ocrearity c		-	46165	500.00		\$500.00	
				Sites Total	\$18,227.50	\$49,712.50	\$67,940.00
		Land	Owner (	Cost (10%)	\$1,822.75	\$4,971.25	\$6,794.00
		Luite			¥1,022.75	<i><i><i>q</i></i> 1,371.23</i>	<i><i><i>q</i>077710</i></i>
Other Expenses				per/job		1	
Mobilization & Demobilization		2	jobs	\$4,000	\$8,000.00	1	
Site Clearing, Preperation & Waste Disposal		۷	jobs	,000 ,,	<b>40,000.00</b>	1	
Site Clearing, Preperation & Waste Disposal			Jonz	\$1,650.00	\$1 6F0 00	1	
Site 1 Site 2				\$1,650.00	\$1,650.00	4	
Sile 2				. ,	\$3,400.00	1	
				Other Total	\$13,050.00		
				Grand Total	\$80,990.00	1	

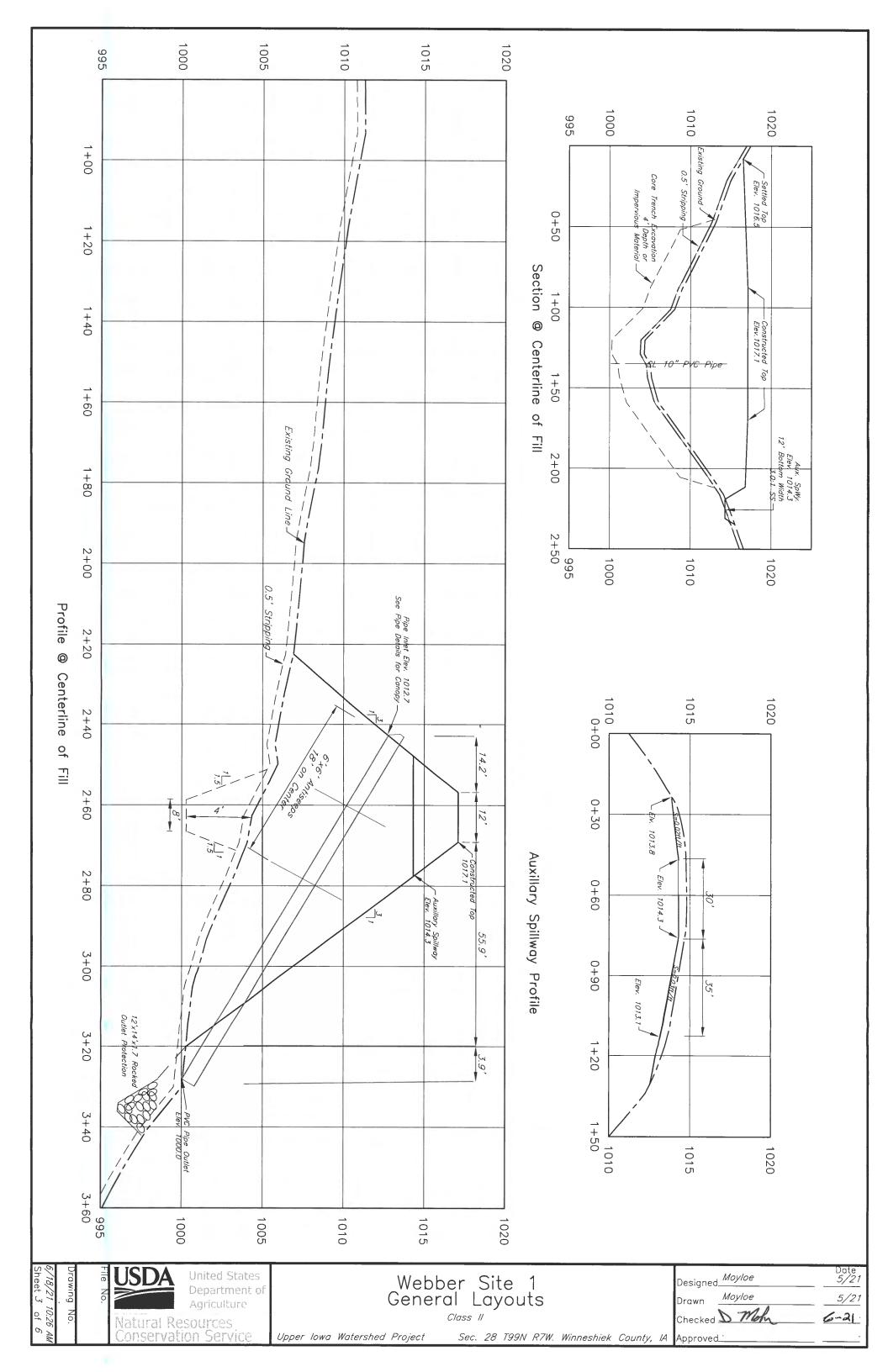


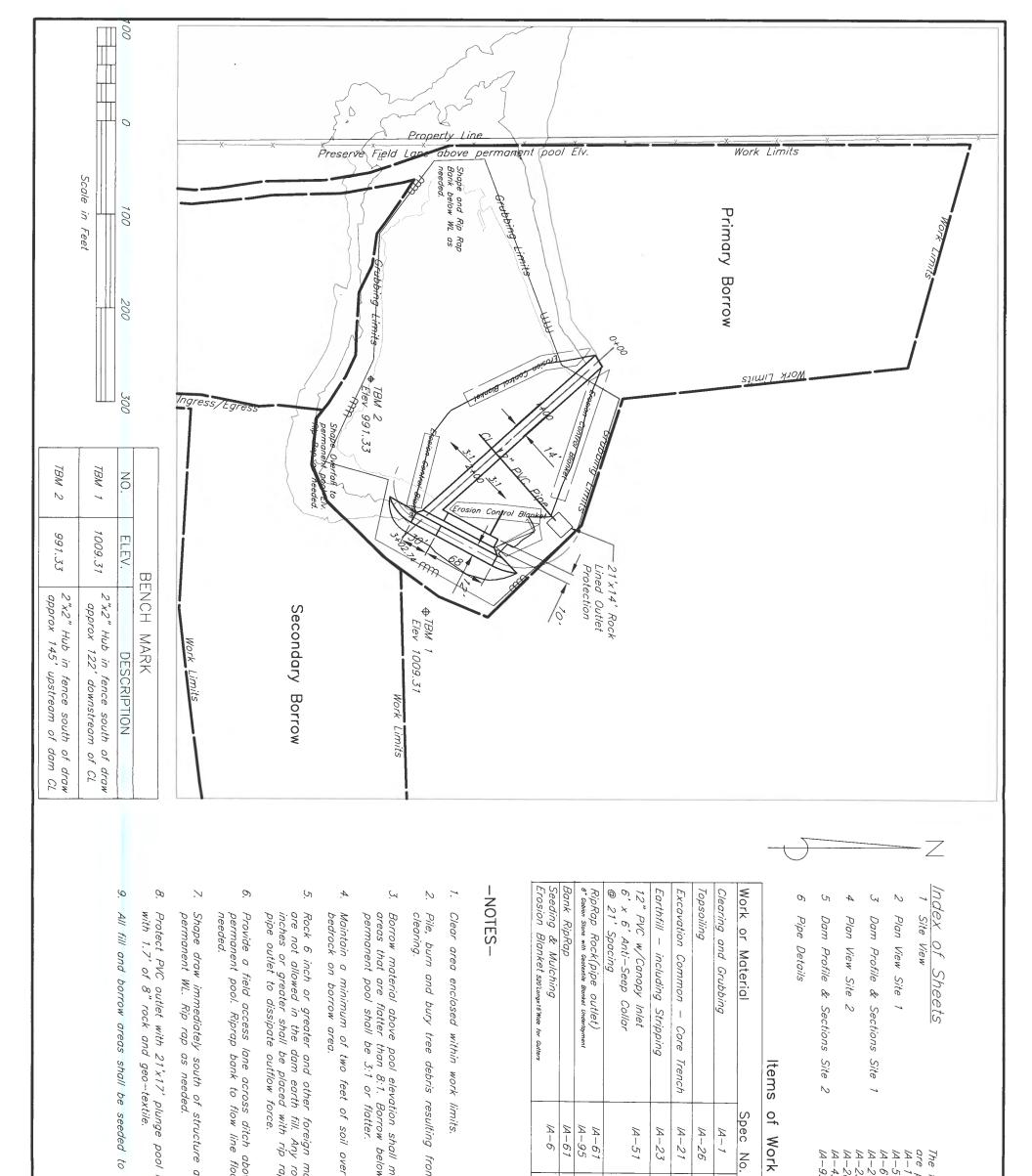
NRCS does not guarantee that this structure will fill and/or remain filled with water to the principal spillway crest elevation. If a cultural resource is identified during construction, stop immediately and notify the local Natural Resources Conservation Service office. lowa One Call law. lowaOneCall.com or Call 811 Ticket #	TIGON RTW RIVER RD 2001 RTW RD 2001 RTW RD	CREEK RD RIVER RD RIVER RD SATTRER RI SATTRER RI SATTRER RI Z
6/18/21 9:14 AM of 6	Webber Site View Struture 1 & Structure 2 <sup>Class</sup> Il&III er Iowa Watershed Project Sec. 28&21 T99N R7W, Winneshiek County, IA	Designed Moyloe Date 12/20 Drawn Moyloe 12/20 Checked D Mohn 6/21 Approved Don Mohn CET 6-21-21



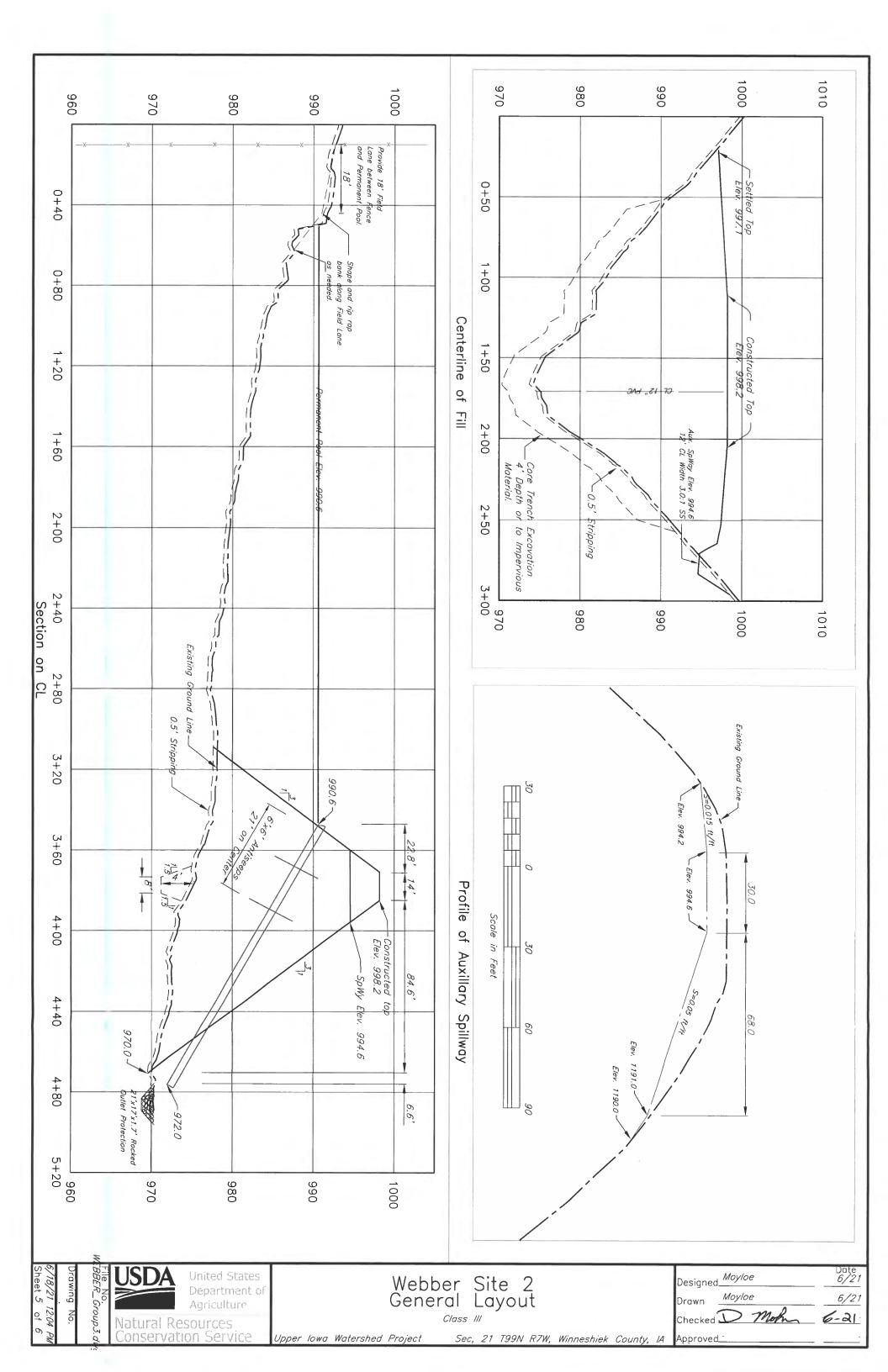
		Conserva	lesou tion	rces Service	Upp	per lowa k	Vater	shed	Project			199N R7	'W. 1	Vinne	eshie	ek i	Cour	ity, IA	1					
Drawing No.	File No.		Dep Agi	ited States partment of riculture					Web P	lan									Drawn	Moyloe Moyloe			Date 05/21 05/21	,
										0.5 600	24 512	286,	2625	120	260	1	Estimated Quantity		Ċ	ŗ	ion trol Mulching for Cover	n Specifications		
		NRCS	lined	material rock 6 rap below		maximize ow the	n site			Acres Sq. Yd.	Ton Sq. Ft.	Lin. Ft. Each	Cu. Yd.		Cu. Yd.	, Inh	Unit		נפגעופ רסטה	Excovation Earthfill Topsoiling Plastic Pipe	reparati ion Coni ig_and	Construction this plan:		
		be seeded to	' plunge pool textile.	ther foreign mo orth fill. Any ro ced with rip ra v force.	et of soil over	evation shall me '. Borrow below or flatter.	resulting from	bbing limits.		M-б	1A-61 1A-95	IA-51	IA-23	M-		- ·	Spec No.	s of Work		14–21 Exc 14–23 Ear 14–26 Top 14–45 Plas	Se Se Se	following part of		
		CT.	Cr .		<b>۲</b> D	7. 4	0}	25						2				1 (0						

6/18/21 10:11 AM Sheet 2 of 6





Drawing No. 6/18/21 11:43 AM Sheet 4 of 6			
File No.		NRCS	d to
USD Natura Conser		' lined	pool
l Res	ंद	above	ure
United S Departm Agriculto OUFCES ON Serv		above floor as	h ab
nent of ure		material rock 6 rap below	nip n
'pper la		ς,	over
wa Wate		maximize ow the	all ma below
rshed		om site	t from
	specifications.		
Vi ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	0.9 925	Acres Sq. Yd.	0
ew	43 850 60	lon Sq. Ft. Ton	61 61
	128' 2	Lin. Ft. Each	51
Winn	7328		23
eshi	457	Cu. Yd.	21
ek Co	481	Cu. Yd.	.26
ounty,	Quantity		No.
D C			/ork
Pesigned <u>Moy</u> Prawn <u>Moy</u> Thecked D	ling Pipe tile Fabric	26 Topsoi 45 Plastic 95 Geotex	
loe Ioe Moh	Treparation 'on Control ng and Mulching for Cover ation 'ill	-1 Site F -5 Polluti -6 Seedii -21 Excav -23 Eartht	
	nstruction Specifications	following Cc part of this	The are
Date 12/20 05/21 6-21			



<ul> <li>(2) 6' x 6' anti-seep collars. Anti-seep collars can cons butyl rubber membrane with heavy duty wood framing and stainless steel bands to ensure a water tight connections of piece polyethylene collar with caulked metal connecting ban</li> <li>Pipe connections: All connections shall be bell and gasket. solvent weld. Install the bell at the upstream end.</li> </ul>	6 ft of 10" PVC pipe with Co imary Spillway ordance with IA-45 Plastic ( ions include: ASTM D2241 SD ss 165. An end cap may b ss 165. An end cap may b	Pipe Details Site 1	
consist of a (2) 6' x 6' anti-seep collars. Anti-seep coll and (2) 6' x 6' anti-seep collars. Anti-seep coll butyl rubber membrane with heavy duty wood stainless steel bands to ensure a water tight piece polyethylene collar with caulked metal consect. Sket. Do not -Pipe connections: All connections shall be bell solvent weld. Install the bell at the upstream	<ul> <li>128 ft of 12" PVC pipe with Canopy Inlet fo Primary Spillway</li> <li>Principal Spillway Pipe, and appurtenances to accordance with IA-45 Plastic (PVC, PE) Pipe. options include: ASTM D2241 SDR 26 OR AWW Class 165. An end cap may be cut to speci and used as canopy inlet. (See Canopy Inlet.</li> </ul>	Pipe Details Site 2	<ul> <li>NOTES</li> <li>Pressure and PIC pipe shall conform to conform to ASIM D-2241. Schedule 40 and 80 PIC shall conform to ASIM D-1785.</li> <li>Pressure of a pipe in the installation shall be 20 feet.</li> <li>The langest section of pipe in the installation shall be 20 feet.</li> <li>Pressure couplings coupled of conform to a coupling shall be 20 feet.</li> <li>Pressure couplings coupled of a coupling shall be 20 feet.</li> <li>Pressure couplings coupled of conform to a coupling shall be 20 feet.</li> <li>Pressure couplings coupled of a coupling shall be 20 feet.</li> <li>Single gasketed bent with ninimum joint length beyond gaster of 2."</li> <li>Non- buried sections (i.e. inlet and outlet) of non-turowidet (UV) protected PIC pipe shall be bickly applied as no apoque coupling of a coupling is required for UV pipe.</li> <li>Non-buried sections of the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond section with the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond section with the pipe ond gaster of 2."</li> <li>Non-buried sections of the pipe ond section with the pipe ond gaster of 2."</li> <li>Non-buried section on the pipe ond section with the pipe ond gaster of 2."</li> <li>Non-buried section on the pipe ond section with the</li></ul>

Il and gasket. Do not m end.	e. Pipe WA C900 cifications detail) llars can consist of a d framing and t connections or a two connecting bands.	For the in	W L A
Drawing No. 6/18/21 12:30 PM Sheet 6 of 6	United States Department o Agriculture Natural Resources Conservation Service	Webber Structure 1 & Structue 2 Plipe Details Upper Iowa River Watershed Project Sec.28&21 T99N R7W. Winn. County, IA	Designed Moyloe Date Drawn Moyloe 05/21 Drawn Moyloe 05/21 Checked D. Mohn 6-21 Approved



IA - CPA - 4 REV. April 2020 (File Code 180-12-12)

# Seeding Plan

Name	Native Seeding (Short)			Date	6/25/2021
Prepared by	Matt Frana	-		Tract No.	
		-		Field No.	
Program	:	Acres:	3.00	Contract No.	UI-062-Webber

#### Seeding Mix Summary

Grasses	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	PLS Lbs/Acre	PLS Lbs Total	
1	Schizachyrium scoparium	Little Bluestem	7.713	1.400	4.20	
2	Bouteloua curtipendula	Sideoats Grama	2.204	1.000	3.00	
3	Pascopyrum smithii	Western Wheatgrass	0.924	0.350	1.05	
4	Bouteloua gracilis	Blue Grama	7.934	0.540	1.62	
5	Bromus kalmii	Arctic Brome	0.147	0.050	0.15	
6	Sporobolus compositus	Composite Dropseed	5.510	0.500	1.50	
7	Sporobolus cryptandrus	Sand Dropseed	2.571	0.020	0.060	
8	Carex brevior	Shortbeak Sedge	0.107	0.010	0.030	
9	Koeleria macrantha	Prairie Junegrass	2.938	0.040	0.12	
		SUBTOTAL GRASSES	30.048	3.910	11.730	
			2	PLS	PLS Lbs	
bs/Legumes	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total	
1	Rudbeckia hirta	Black-eyed Susan	1.690	0.050	0.15	
2	Ratibida pinnata	Gray-headed Coneflower	0.331	0.030	0.090	
3	Monarda fistulosa	Wild Bergamot	0.900	0.035	0.11	
4	Verbena stricta	Hoary Vervain	0.103	0.010	0.030	
5	Desmanthus illinoensis	Prairie Mimosa	0.154	0.100	0.30	
6	Solidago nemoralis	Field Goldenrod	2.645	0.024	0.072	
7	Dalea purpurea	Purple Prairie Clover	2.645	0.400	1.20	
8	Chamaecrista fasciculata	Partridge Pea	0.050	0.050	0.15	
9	Dalea candida	White Prairie Clover	0.070	0.010	0.030	
10	Penstemon grandiflorus	Large-flowered	0.257	0.050	0.15	
	5	Beardtongue				
11	Asclepias tuberosa	Butterfly Milkweed	0.016	0.010	0.030	
12	Echinacea purpurea	Purple Coneflower	0.121	0.050	0.15	
13	Astragalus canadensis	Canadian Milkvetch	0.312	0.050	0.15	
14	Helianthus rigidum	Prairie Sunflower	0.007	0.005	0.015	
15	Brickellia eupatorioides	False Boneset	0.059	0.005	0.015	
16	Zizia aurea	Golden Alexander's	0.202	0.050	0.15	
17	Heliopsis helianthoides	Ox-eye	0.231	0.100	0.30	
18	Gentiana alba	Pale Gentian, Yellow	0.257	0.005	0.015	
		Gentian				
19	Baptisia alba	White Wild Indigo	0.006	0.010	0.030	
20	Asclepias syriaca	Common Milkweed SUBTOTAL FORBS	0.016 10.071	0.010 1.054	0.030 3.162	
		- ··	0	PLS	PLS Lbs	
Woody	Scientific Name	Common Name SUBTOTAL VINES/WOODY	Seeds/Ft <sup>2</sup> 0.000	Lbs/Acre 0.000	Total 0.000	
		TOTAL	40.119	4.964	14.892	
	Estimated Cost/Acre		I	Estimated	Total Cost	\$0.00
			Total N	oodod	1	
		Soil Test Information	lb			
Lime (EC	CE) (Actual Lime)					
	Nitrogen					
	sphate (P205)					
Po	otash (K20)					
	Seeding Dates:	Dormant (November 15	- March 31)			
	<b>y</b>					
	Additional Seeding Criteria:					
R TO CONSERV	ATION COVER JOBSHEET FOR E	STABLISHMENT INSTRUCTIONS				
	ATION COVER JOBSHEET FOR E					
R TO CONSERV	eted by	STABLISHMENT INSTRUCTIONS	rements.			
	ATION COVER JOBSHEET FOR E		ements.			
	eted by					
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ing was compl (Produ	eted by (Date) (Date)	according to the above requi	(Da			
ing was compl (Produ	eted by (Date)	according to the above requi	(Da		tive)	
ng was compl (Produ	eted by (Date) (Date)	according to the above requi			tive)	



IA - CPA - 4 REV. November-17 (File Code 180-12-12)

# Seeding Plan

Name	Native Seeding (CRP)			Date	6/25/2021
Prepared by	Matt Frana			Tract No.	
				Field No.	
Program:	-	Field Area (acres):	1.500	Contract No.	UI-063-Webber

### Seeding Mix Summary

0	Only willing Name	0	Seeds/Ft <sup>2</sup>	PLS Lbs/Acre	PLS Lbs Total	Estimated Cost/Acre
Grasses	Scientific Name	Common Name				COSI/ACI
1	Andropogon gerardii	Big Bluestem	5.510	1.500	2.25	
2	Sorghastrum nutans	Indiangrass	5.730	1.300	1.95	
3	Bouteloua curtipendula	Sideoats Grama	1.102	0.500	0.75	
4	Schizachyrium scoparium	Little Bluestem	4.408	0.800	1.20	
5	Panicum virgatum	Switchgrass	3.857	0.750	1.13	
6	Elymus virginicus	Virginia Wildrye	0.771	0.500	0.75	
7	Sporobolus compositus	Composite Dropseed	5.510	0.500	0.75	
8	Carex vulpinoidea	Fox Sedge	2.204	0.060	0.090	
9	Elymus canadensis	Canada Wildrye	0.955	0.500	0.75	
3	Liymus canadensis	SUBTOTAL GRASSES	30.046	6.410	9.615	\$0
				PLS	PLS Lbs	Estimate
rbs/Legumes	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total	Cost/Acre
1	Dalea purpurea	Purple Prairie Clover	0.661	0.100	0.15	
2	Heuchera richardsonii	Alumroot	0.771	0.003	0.0045	
3	Monarda fistulosa	Wild Bergamot	0.771	0.030	0.045	
4	Potentilla arguta	Prairie Cinquefoil	1.267	0.015	0.043	
		-				
5	Rudbeckia hirta	Black-eyed Susan	1.690	0.050	0.075	
6	Oligoneuron rigidum	Stiff Goldenrod	0.602	0.040	0.060	
7	Solidago nemoralis	Field Goldenrod	1.653	0.015	0.023	
8	Oenothera biennis	Common Evening Primrose	1.322	0.040	0.060	
9	Verbena stricta	Hoary Vervain	0.411	0.040	0.060	
10	Zizia aurea	Golden Alexander's	0.121	0.030	0.045	
11	Ratibida pinnata	Gray-headed Coneflower	0.771	0.070	0.11	
12	Veronicastrum virginicum		0.882	0.003	0.0045	
			40.004	0.420	0.054	¢0
		SUBTOTAL FORBS	10.924	0.436	0.654	\$0
				PLS	PLS Lbs	Estimated
Woody	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total	Cost/Acre
1	Amorpha canescens	Lead Plant	0.059	0.010	0.015	
2	Ceanothus americanus	New Jersey Tea	0.028	0.010	0.015	
3	Rosa arkansana	Prairie Wild Rose	0.005	0.005	0.0075	
		SUBTOTAL VINES/WOODY	0.091	0.025	0.038	\$0
		TOTAL	41.061	6.871	10.307	\$0
		Soil Test Information	Total N lb			
Lime (EC	CE) (Actual Lime)	Con rest mornation	10	5		
	Nitrogen					
	ohate (P205)					
Po	tash (K20)					
See	eding Dates: Do	rmant: 11/15-3/31 💌				
	I Seeding Criteria:	STABLISHMENT INSTRUCTIONS				
IC TO CONCEICON						
ing was comple		according to the above requi	rements.			
ing was comple	(Date)	according to the above requi	ements.			
	(Date)	according to the above requi		te)		
		-	(Da	te)		
	(Date) cer's Signature)	according to the above requin	(Da	,		
(Produc	(Date) cer's Signature)	-	(Da	te) S Representa	tive)	

For all other cost-share projects, attach seed tags and receipts for seed, fertilizer, lime, etc.



IA - CPA - 4 REV. April 2020 (File Code 180-12-12)

# **Seeding Plan**

Name	Date	7/1/2021			
Prepared by	pared by Matt Frana			Tract No.	
				Field No.	
Program:	Upper Iowa Watershed Project	Acres:	1.50	Contract No.	

### Seeding Mix Summary

Grasses	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	PLS Lbs/Acre	PLS Lbs Total		
1	Elymus canadensis	Canada Wildrye	10.000	5.236	7.85		
2	Andropogon gerardii	Big Bluestem	5.000	1.361	2.04		
3	Elymus trachycaulus	Slender Wheatgrass	6.000	2.367	3.55		
4	Sorghastrum nutans	Indiangrass	5.000	1.134	1.70		
5	Panicum virgatum	Switchgrass	10.000	1.945	2.92		
6	Elymus virginicus	Virginia Wildrye	10.000	6.482	9.72		
		SUBTOTAL GRASSES	46.000	18.525	27.788		
				PLS	PLS Lbs		
Forbs/Legumes	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total		
1	Rudbeckia hirta	Black-eyed Susan	1.500	0.044	0.067		
2	Astragalus canadensis	Canadian Milkvetch	1.500	0.240	0.36		
3	Oenothera biennis	Common Evening Primrose	1.500	0.045	0.068		
	B		. =				
4	Ratibida pinnata	Gray-headed Coneflower	1.500	0.136	0.20		
5	Asclepias syriaca	Common Milkweed	1.500	0.953	1.43		
6	Pycnanthemum virginianum	Common Mountain Mint	1.500	0.019	0.028		
7	Chamaecrista fasciculata	Partridge Pea	1.500	1.513	2.27		
8	Oligoneuron rigidum	Stiff Goldenrod	1.500	0.100	0.15		
		SUBTOTAL FORBS	13.500	3.108	4.662		
				PLS	PLS Lbs		
Woody	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total		
· · · ·		SUBTOTAL VINES/WOODY	0.000	0.000	0.000		
		TOTAL	59.500	21.633	32.450		
	Estimated Cost/Acre			Estimated '	Total Cost	\$0.00	
				Lotimateu		ψ0.00	
			Total N	leeded			
		Soil Test Information	lb	S			
Lime (EC	CE) (Actual Lime)						
	Nitrogen						
Phos	phate (P205)						
Po	tash (K20)						
-							
	Seeding Dates:	Spring (April 1 - Ju	uly 1)	-			
	Additional Seeding Criteria	TO BE USED ON AND AROUND S	TRUCTURES				
REVIEW IOWA JOBSHI	REVIEW IOWA JOBSHEET (327) FOR ADDITIONAL SEEDING RECOMMENDATIONS						
	·						
Seeding was comple	ated by	according to the above requir	omonto				
Seeding was comple	(Date)		-1161113.				

Field Office

Certified by \_\_\_\_\_\_\_\_(NRCS Representative)

When seeding is completed, return seeding plan to the Natural Resources Conservation Services. For CRP cost-share, return receipts to Farm Service Agency. For all other cost-share projects, attach seed tags and receipts for seed, fertilizer, lime, etc.



# **Cereal Rye Seeding Plan**

Name UI-062-Webber			Date	6/25/2021	Tract No.	
					Field No.	
				Drenerally	Contract No	
Type of Seeding:		•		Prepared by Ma	att Fraña	
	<u>s</u>	eeding Percent		nation + Hard Seed) * % Purity		
			100			
					Full seeding	-
Enter Acres: 1		A	cres % of Stand Acre - Circle	One Below	Tot	al Needed
			Pounds Per Acre -			
Species	Acres	% of Stand	Pl	_S*	Total N	leeded
▼				Pounds		Pounds
<b>~</b>				Pounds		Pounds
<b>~</b>				Pounds		Pounds
				Pounds		Pounds
T				Pounds		Pounds
Cereal Rye	1		1.5	Bushels	1.5	Bushels
Fertilizer & Lime						
Lime (ECCE)	0	Lbs/Ac			0	Pounds
Nitrogen		Lbs/Ac			0	Pounds
Phosphate (P205)		Lbs/Ac			0	Pounds
Potash (K20)		Lbs/Ac			0	Pounds
Seeding will be con	npleted:	Other:				
·····		3				
Seeding Time:						
	To be	used disturb	ed areas within and	l around pool to provide	temporary cov	er until water
can fill and natural ve						
Cooding was completed -	a a a a din ci ta	4 h a a h a u a	inemente en			
Seeding was completed a	ccoraing to	o the above requ	irements on:	(Date)		
				· · ·		
	(Contracto	or Signature)		·	(Date)	

Certified by



# Temporary Cover Seeding Plan

lame UI-062-Webber & UI-06	3-Webber		Date 6/25/2	021	Tract No.	
					Field No.	
pe of Seeding:				Prepared by Matt	Contract No	
po or occurry.		•			i iuila	
	<u>s</u>	Seeding Percent F	Pure Live Seed=(% Germination + F 100	lard Seed) * % Purity		
			100		Dilloredies	-
	_				Full seeding	
nter Acres: 6		Ac	res % of Stand Acre - Circle One Below	N	Tota	al Needed
			Pounds Per Acre - Circle C	ne Below		
Species	Acres	% of Stand	PLS*		Total N	eeded
▼				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
Oats	6		1.5	Bushels	9.0	Bushels
Fertilizer & Lime						
Lime (ECCE)	0	Lbs/Ac			0	Pound
Nitrogen		Lbs/Ac			0	Pound
Phosphate (P205)		Lbs/Ac			0	Pound
Potash (K20)		Lbs/Ac			0	Pound
Seeding will be con	nnlotod.	ON STATE	*			
Seeding will be con	ipieted:	Other: 3				
eding Time:						
ditional Seeding Criteria:	lo be	used disturbe	ed areas that will be seed	ed to CRP fall 2021	·	
Seeding was completed a	ccording to	the above requi	rements on:			
				(Date)		
	(Contracto	or Signature)			(Date)	
				Cortified by		

Certified by

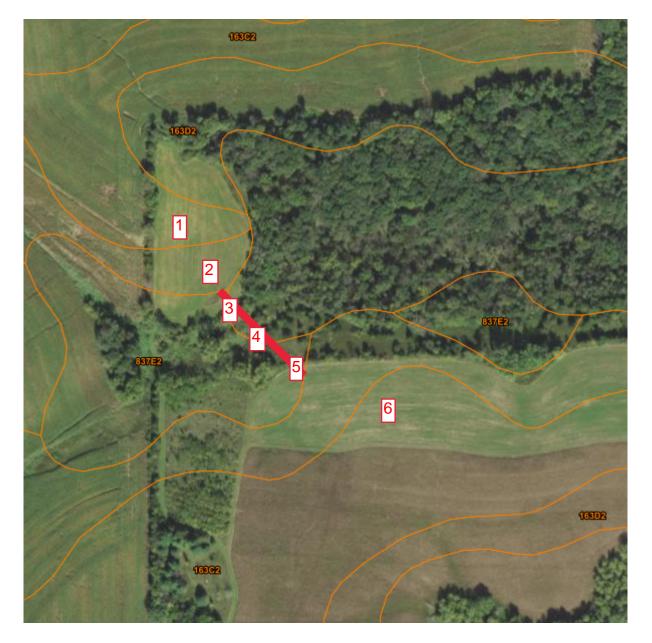


Neil Sass, Area Soil Scientist 120 N Industrial Pkwy #4 West Union, IA 52175 Phone: (563) 412-3019

Date of Investigation:

Investigated by: Purpose: Landowner: Location: Boring Method/Equipment:

Overview of soils/area: Red arrow is proposed site(s):



Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Investigator's summary of site: (suitable or not):



Soils on-site investigation form for:

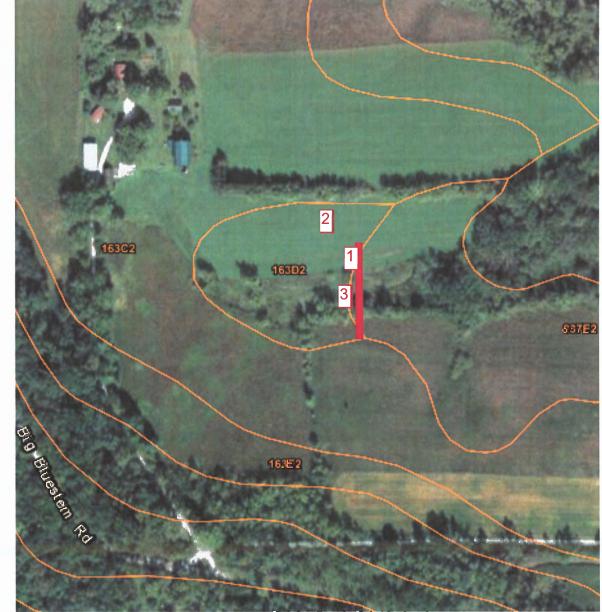
Webber - UI 063 - dam structure

Neil Sass, Area Soil Scientist 120 N Industrial Pkwy #4 West Union, IA 52175 Phone: (563) 412-3019

Date of Investigation: 10/28/20

Investigated by: Frana, Sass, Webbers Purpose: determine site suitability for dam structure Landowner: Mark Webber Location: Winneshiek County Boring Method/Equipment: Giddings & backsaver

Overview of soils/area: Red arrow is proposed site(s):



An Equal Opportunity Provider and Employer

## Soil Description #1: north end of proposed structure

**GPS Location:** 

ા તે

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	
0 to 2 in	ches - 10	YR 3/2 silt l	oam		
2 to 18 i	nches - 1	.0YR 5/3 silt	loam to silty	v clay loam	
18 to 34	inches -	10YR 4/4 sil	t loam		
34 prob	e refusal				

Investigator's comments (topsoil depth, parent material, seasonal high water table, depth to bedrock, etc.):

shallow to bedrock.

some textures silt loam to silty clay loam

concerns with ability to pond water

## Soil Description #2: proposed borrow - on knob to N/NW

**GPS** Location:

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	
0 to 9 in	ches - 10	)YR 3/2 silt l	oam		
9 to 29 i	nches - 1	.0YR 4/4 silt	y clay loam		
29 to 42	inches -	10YR 5/4 si	lt loam		
42 to 96	inches -	10YR 5/4 wi	th 5/1 & 5/8	redox. silt loam	

Investigator's comments (topsoil depth, parent material, seasonal high water table, depth to bedrock, etc):

20 inches of clayey material described at this location.

silt loam materials as well.

No bedrock described to 8 ft depth.

Soil Descrip	tion # <sup>3</sup> : CL	of structure ·	- bottom of ditc	h <u>GPS Loca</u>	tion:
Depth	Horizon	Matrix Color	USDA Texture Est. clay %	Additional observations Redox features, clay films, etc	Estimated unified Classification
0 to 54	inches -	- stratified	silty sedim	ents. with some	sand layers
					anene Terrer
,	-				

silty sediments over bedrock.

concerns with ability to pond water.

### Investigator's summary of site: (suitable or not):

Per project coordinator Matt Frana, a small structure is proposed here. Not thinking that a core trench would be needed.

Ability to pond water here is very questionable.

Per proposal a flood control structure is desired.

Site is suitable for proposed structure.

### **BAUMLER Upper Iowa Project Summary**

UI-052-BAUMLER(1) Grade Stab; UI-053-BAUMLER(2) Grade Stab

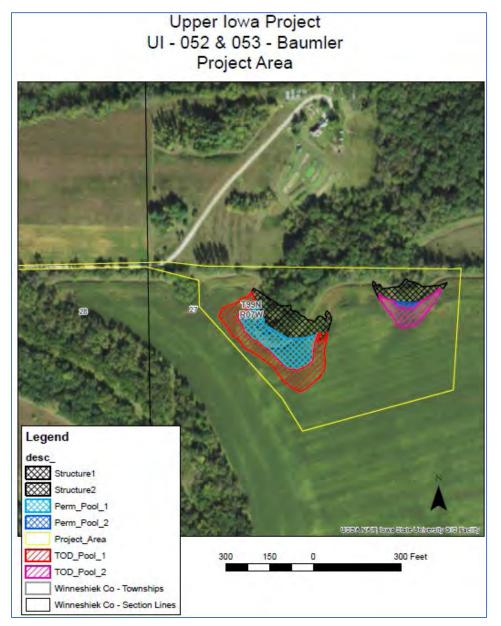
Landowner: Duane Baumler Phone: 319.429.3104

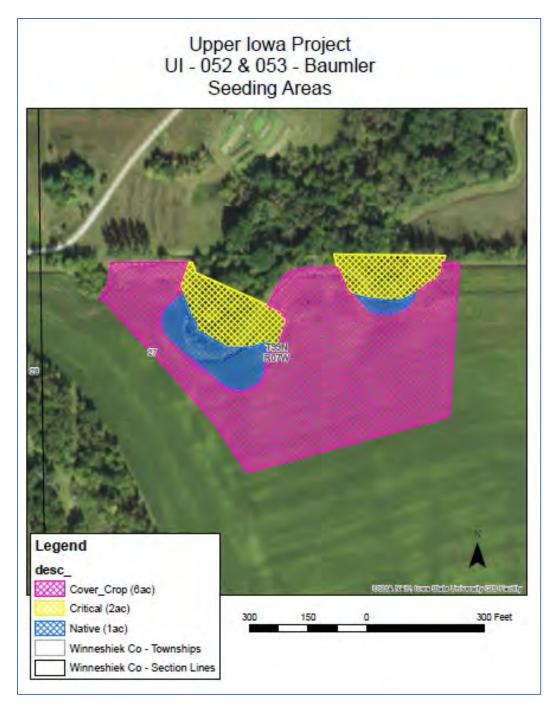
Location: T99N R07W Section 27 Entrance Address: 1388 Big Bluestem Rd, Decorah, IA 52101

Assisted By: Matt Frana (UIR Project Coordinator) Date: 5/27/21

#### Background:

This project involves 2 grade stabilization structures (410). Entrance to the site will be from the adjacent landowner's driveway to the North. Some fence may need to be removed to gain access.





### Seeding:

- Critical Area The structures and disturbed areas outside of cropland will be seeded with the critical area seed mix. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.
- **Cover Crops** Disturbed cropland will be seeded with a cover crop (cereal rye) to help break up compaction and ensure adequate cover until crops can be planted in the spring. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.

• Native Mix (wetland) – To be seeded within the permanent pool boundaries. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.

**View seeding plans and guidelines provided in bid packet for more detailed instructions. Note seeding dates**. Depending on when construction is completed, a temporary cover may need to be seeded until frost seeding can be completed (after Nov. 15<sup>th</sup>)

Signed seeding plans and bills/seed tickets listing what was seeded will need to be provided before payment can be made.

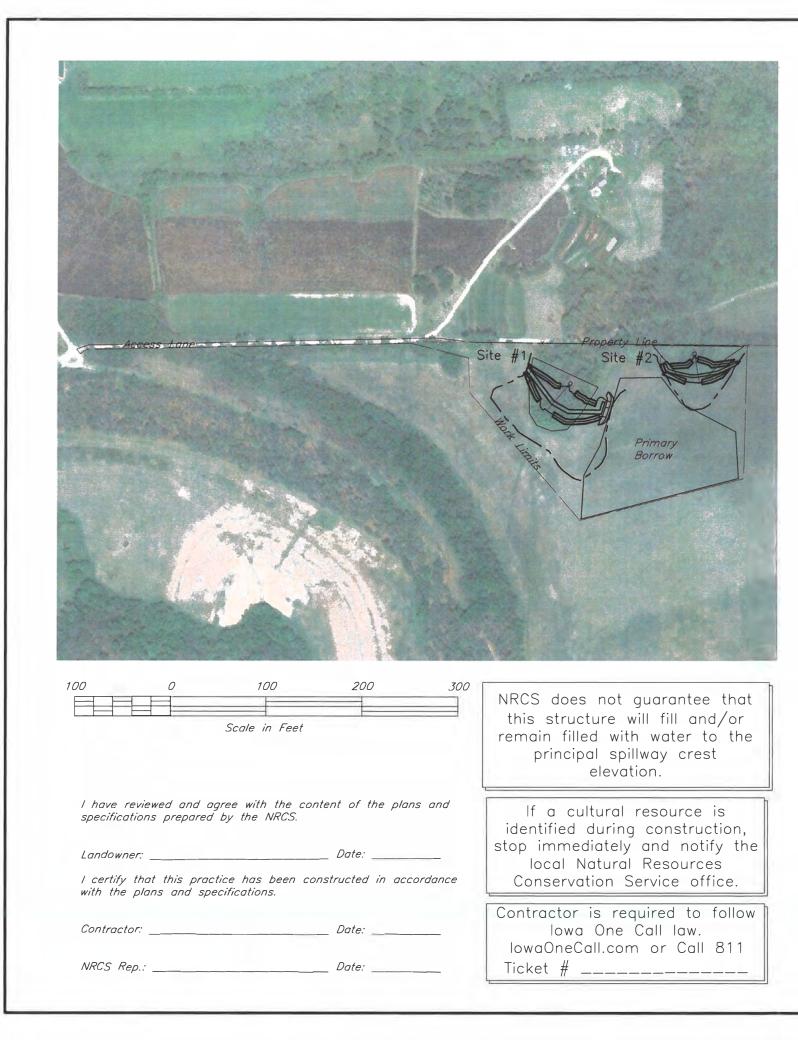
### NRCS Spec Sheets for project(s)

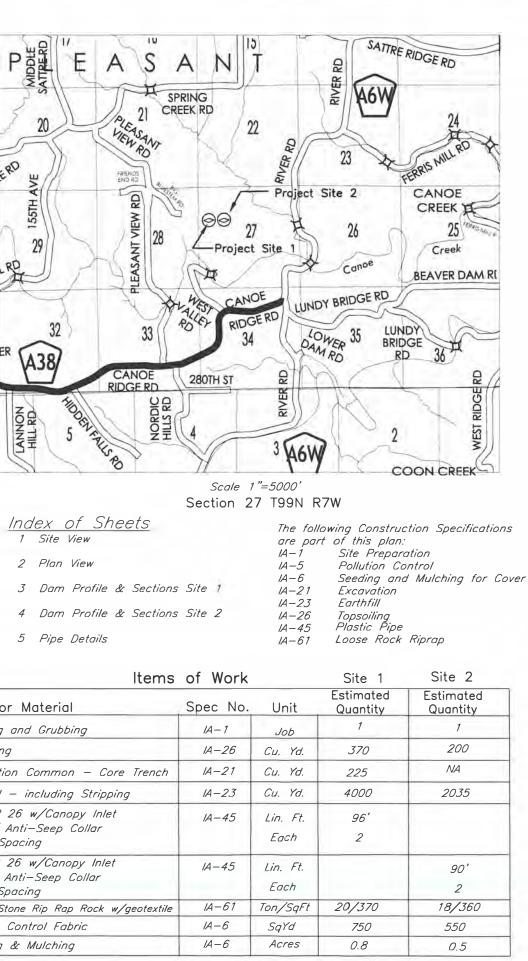
### UI-052-BAUMLER(1) & UI-053-BAUMLER(2)

- IA-1: Site Preparation
- IA-5: Pollution Control
- IA-6: Seeding and Mulching for Cover
- IA-21: Excavation
- IA-23: Earthfill
- IA-26: Topsoiling
- IA-45: Plastic Pipe
- IA-61: Loose Rock Rip Rap
- IA-342: Critical Area Planting
- IA-327: Conservation Cover
- IA-410: Grade Stabilization Structure

Duane	Baum	ler

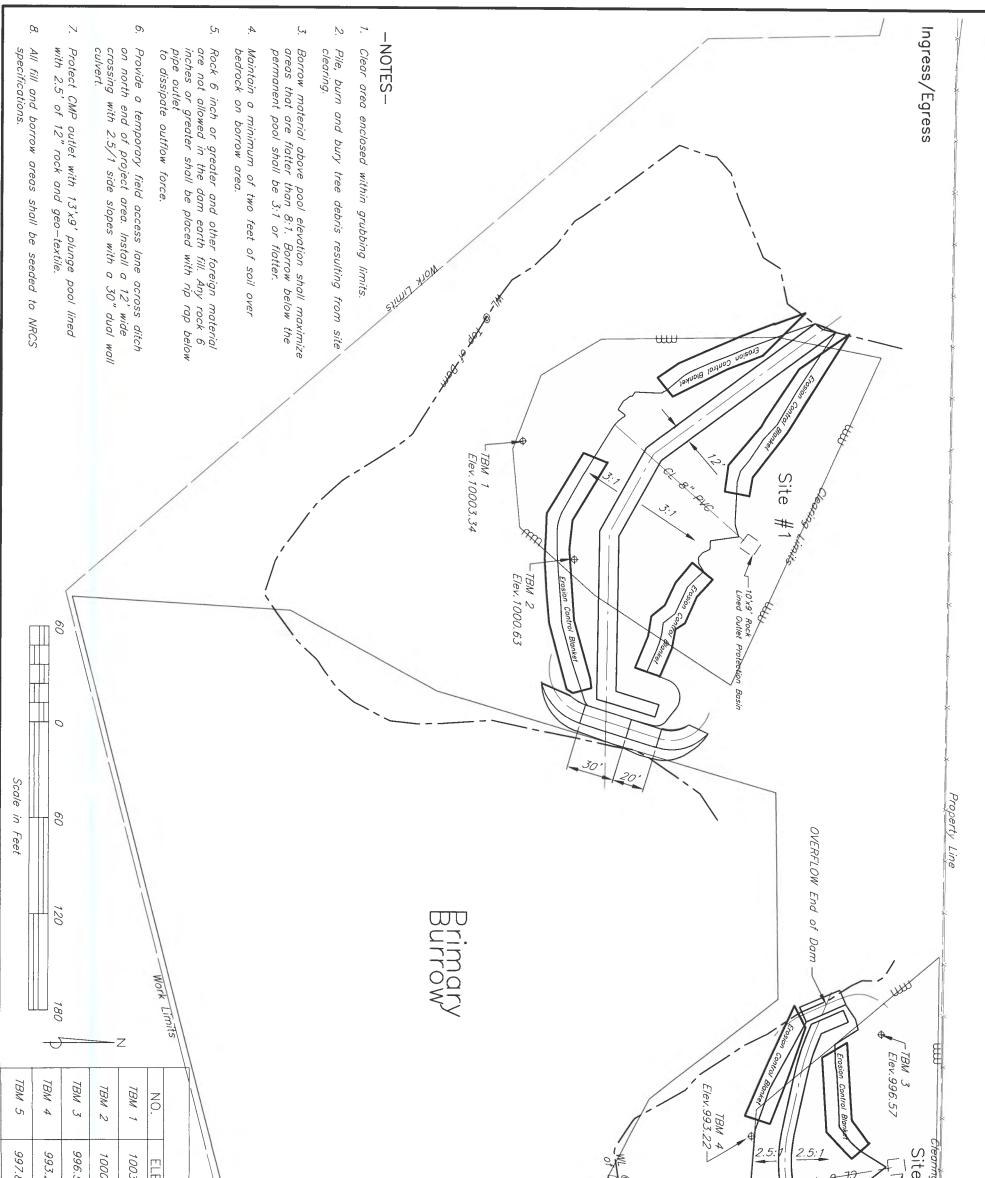
tem No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
Cost	Share Expenses					
	Topsoil, Strip, Salvage and Respread	IA-26				
	Site 1		370	cu. Yd.	2.60	\$962.00
	Site 2		200	cu. Yd.	2.60	\$520.00
	Compacted Earthfill	IA-23				······
	Site 1		4000	cu. Yd.	3.50	\$14,000.00
	Site 2		2035	cu. Yd.	3.50	\$7,122.50
	Core Trench Excavation	IA-21				
	Site 1		225	cu. Yd.	3.00	\$675.00
	8" PVC, Appurtenances and Installation	IA-45	96	feet	28.00	\$2,688.00
	(includes 2-5'x5' antiseep collars and canopy fabrication)					
	6" PVC, Apputences and installation		90	feet	23.50	\$2,115.00
	(includes 2-4'x4' antiseeps and Canopy fabrication)					<i>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</i>
	Erosion Control Blanket(gutters)					
	Site 1		750	sq. Yd	2.10	\$1,575.00
	Site 2		, 50 550	sq. Yd	2.10	\$1,155.00
	8" Gabion Stone in place w/fabric	IA-61		59.10	.ii	<i>,</i>
	Site 1	17 01	20	ton	28.00	\$560.00
	Site 2		18	ton	28.00	\$504.00
	Site Z		10	ton	28.00	\$304.00
	Seeding					
	Critical Area	IA-6	2	acres	600.00	\$1,200.00
	Cover Crop	IA-6	6	acres	500.00	\$3,000.00
	Native	IA-6	1	acres	750.00	\$750.00
	Native	IA-0	тт	acies	730.00	\$750.00
					Tatal	<u>сас оас го</u>
					Total	\$36,826.50
					Land Ow Cost	\$3,682.65
<b>0</b> +h e #	<b>F</b>					
Other	Expenses		1	iah	ć2 500	ća 500.00
	Mobilization & Demobilization		1	job	\$3,500	\$3,500.00
	Site Clearing Properation & Waste Dispesal		r	ioh	4000	\$8,000.00
	Site Clearing, Preperation & Waste Disposal		2	job	4000	\$8,000.00
	Site 175 ac, Site 25acres				•••••••••••••••••••••••••••••••••••••••	
					Total	\$11,500.00
					Land Ow Cost	Ş11,500.00
					Grand Total	\$48,326.50



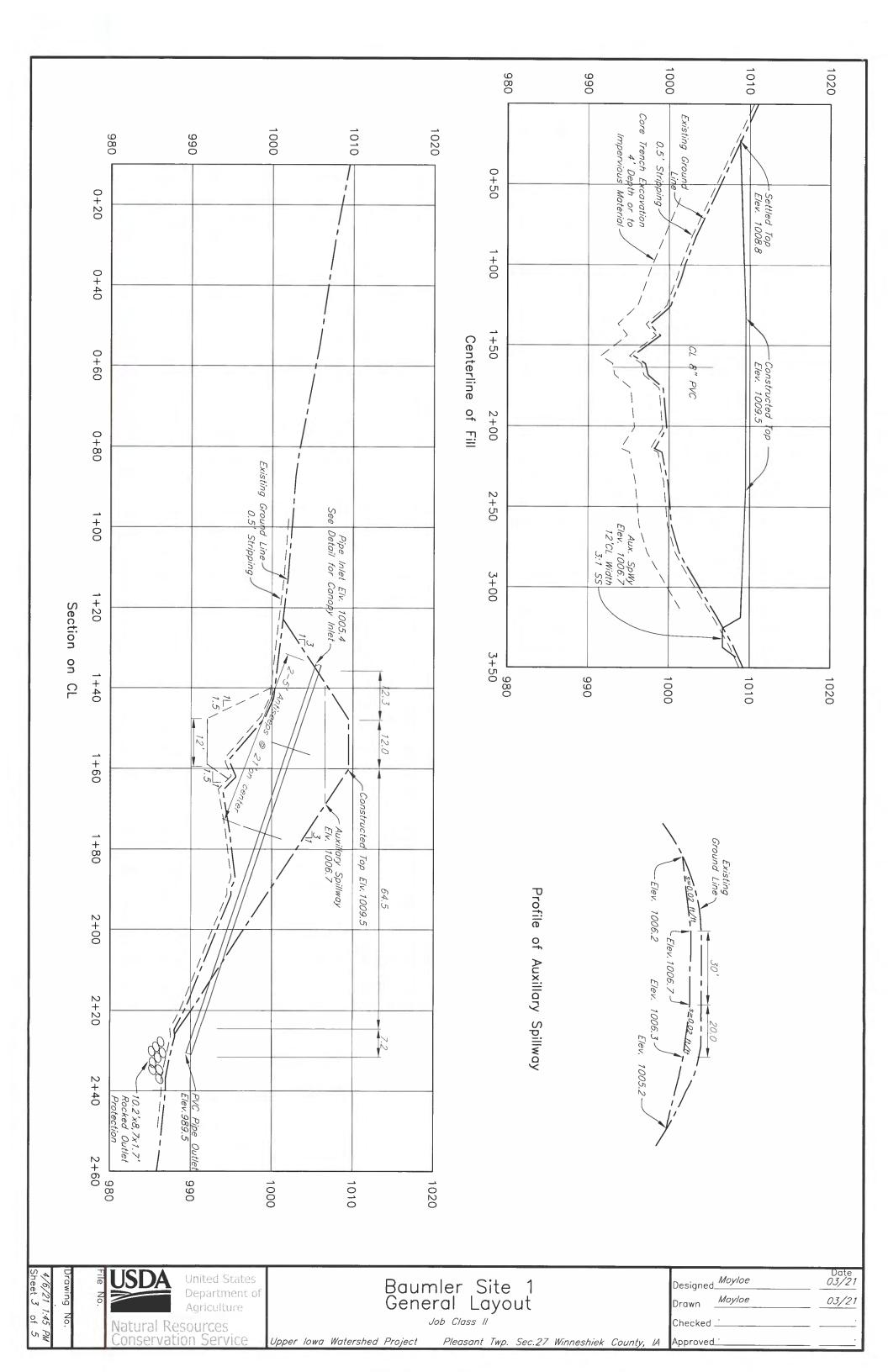


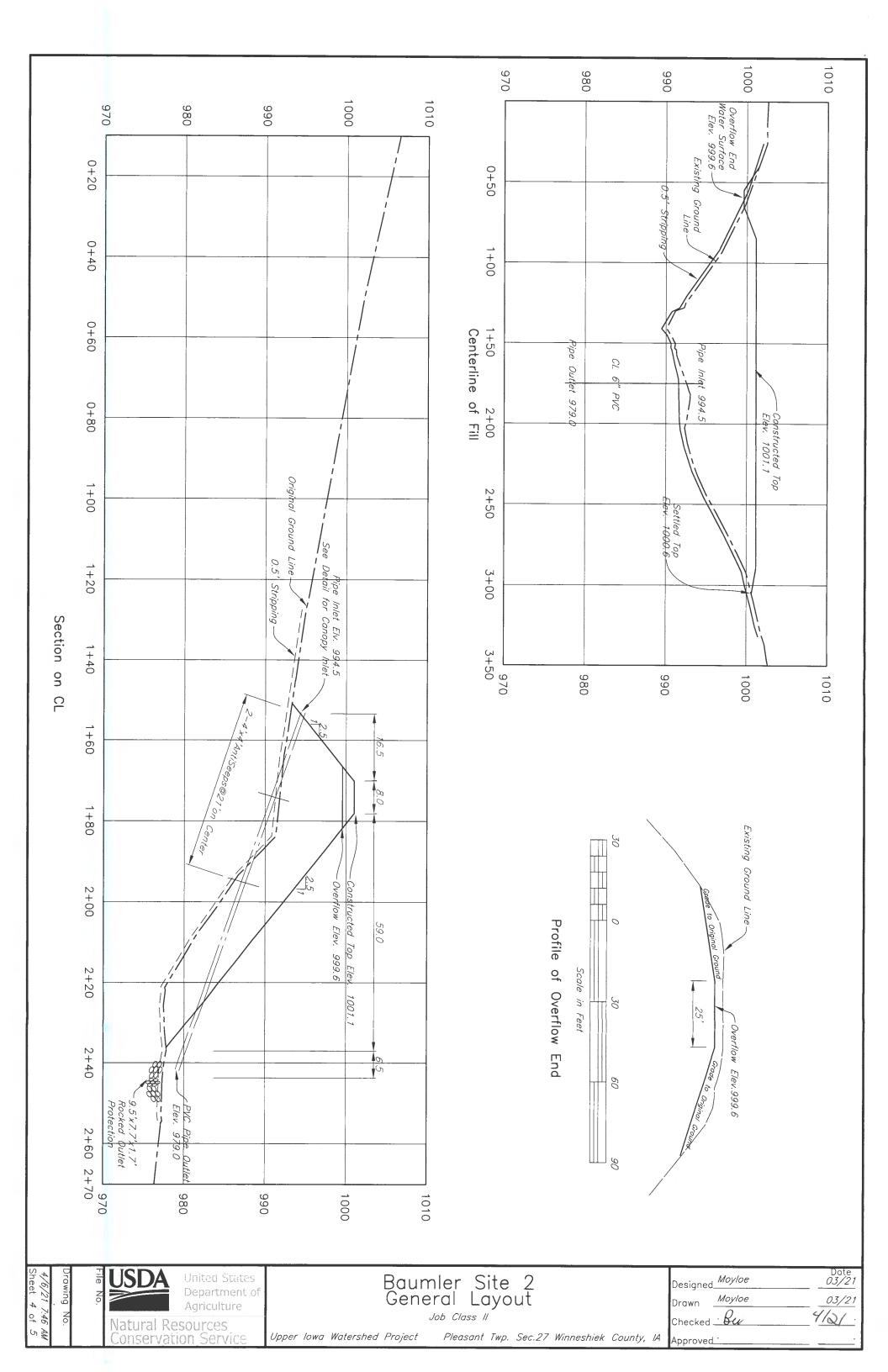
Work or Material	Spec No.	
Clearing and Grubbing	14-1	
Topsoiling	IA-26	
Excavation Common – Core Trench	IA-21	
Earthfill – including Stripping	IA-23	
8" SDR 26 w/Canopy Inlet 5' x 5' Anti-Seep Collar @ 24' Spacing	IA-45	
6" SDR 26 w/Canopy Inlet 4' x 4' Anti-Seep Collar @ 24' Spacing	IA-45	
Gabion Stone Rip Rap Rock w/geotextile	IA-61	7
Erosion Control Fabric	IA-6	i i
Seeding & Mulching	IA-6	1





BENCH MARKELEV.DESCRIPTION003.34~75' south of center of Site #1.~75' south of center of Site #1.2%2" Wood Hub, edge of field~20' south east end Site #1.96.57~2%2" Wood Hub, edge of field~40' north of west end of Site #2.97.832%2" Wood Hub, in fence ~30'south of east end of Site #2.	Mork Limits	The #2 To'x8' Rock Lined Outlet Protection Basin P Control Blanket Erosion Control Blanket
Sheet 2 of 5 M	nent of Duane Baulmer sure Basin Sites 1 & 2 <i>Plan View</i>	Designed Moyloe Date 02/21 Drawn Moyloe 02/21 Checked Bur 4/21 Checked .





<u>Pipe Details Site 1</u> - 96 ft of 8" PVC pipe with Canopy Inlet Primary Spillway -Principal Spillway Pipe, and appurtenances accordance with IA-45 Plastic (PVC, PE) options include: ASTM D2241 SDR 26 OR Class 165. An end cap may be cut to and used as canopy inlet. (See Canopy In (2) 5' x 5' anti-seep collars. Anti-seep butyl rubber membrane, and shall have h stainless steel bands to ensure a water t collar and the PVC pipe. -Pipe connections: All connections shall be solvent weld. Install the bell at the upst	Friday in the law in the law international provided in the law international
opy Inlet for Intenances to be in PVC, PE) Pipe. Pipe R 26 OR AWWA C900 e cut to specifications Canopy Inlet Detail) Anti-seep collars can consist of a a water tight connection between the a water tight connection between the the upstream end.	NOTES         Enhances of the page       1. Arssure rated PIC pipe shall conform to Arstraw up pipe.         Super Principal of the page principal of
Pipe Details Site 2 - 90 ft of 6" PVC pipe with Canopy Inlet Primary Spillway -Principal Spillway Pipe, and appurtenances accordance with IA-45 Plastic (PVC, PE) options include: ASTM D2241 SDR 26 OR Class 165. An end cap may be cut to and used as canopy inlet. (See Canopy In (2) 4' x 4' anti-seep collars. Anti-seep butyl rubber membrane, and shall have h stainless steel bands to ensure a water to collar and the PVC pipe. -Pipe connections: All connections shall be solvent weld. Install the bell at the upst	adi conform to and 80 PVC shall shall be PVC 1120 " in the et." for 120 alians capable of surve. Minimum of 2.8" for 6" alianneter, 91" for " for 12" diamter. " for 12" diamter. " for 12" diamter. " for 12" diamter. " for 12" diamter. " for 12" diamter. " for Pale " for Pale for Pale f

ances to be in PE) Pipe. Pipe 6 OR AWWA C900 It to specifications opy Inlet Detail) -seep collars can consist of a ave heavy duty wood framing with ater tight connection between the upstream end.	Indet for	PVC plate, some thickness as pipe, solvent weld to pipe 9 5/8" Embankment Slope 9 5/8" Embankment Slope 9 5/8" Solvent weld all
4/6/21 1:45 PM Sheet 5 of 5 M	Duane Baulmer Basin Sites 1 & 2 Plipe Details per Iowa River Watershed Project Sec.27 PleasantTwp. Winn. County, IA	Designed Moyloe Date Designed Moyloe 03/21 Drawn Moyloe 03/21 Checked

# **Cover Crop Seeding Plan**

ame UI-052-BAUMLER & L	JI-053-BAUMI	_ER	Date 6	4/2021	Tract No.	
					Field No.	
rea of Sooding:				Droporod by Ma	Contract No	
pe of Seeding:		-		Prepared by Ma	II Frana	
	5	Seeding Percen	t Pure Live Seed=(% Germination	+ Hard Seed) * % Purity		
			100			
					Full seeding	
nter Acres: 6			Acres % of Stand Acre - Circle One B	elow	Tota	I Needed
			Pounds Per Acre - Circle		1014	
Species	Acres	% of Stand	PLS*		Total N	eeded
▼				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
▼	-					Pounds
▼				Pounds		
		400		Pounds		Pounds
Cereal Rye	6	100	1	Bushels	6.0	Bushels
Fertilizer & Lime						
Lime (ECCE)		Lbs/Ac			0	Pounds
Nitrogen		Lbs/Ac			0	Pounds
Phosphate (P205)		Lbs/Ac			0	Pounds
Potash (K20)		Lbs/Ac			0	Pounds
Seeding will be co	mpleted	Othera				
Seeding will be co	inpieteu.	3				
adina Tima. Aa aaan aa ƙa	a cibla aftar a					
eding Time: As soon as fea			reas in cropland to provide cover unti	crops can be planted in the s	pring.	
<b>.</b>					<b>-</b> 3-	
Seeding was completed a	according to	o the above req	uirements on:			
				(Date)		
	(Producer	's Signature)			(Date)	

For temporary seeding recommendations refer to (342) standard.

# **Critical Area Seeding Plan**

. . . . . .

ame UI-052-BAUMLER & UI	-053-BAUMI	_ER	Date	6/4/2021	Tract No.	
					Field No.	
ype of Seeding: Critical area				Prepared by	Contract No Matt Frana	
Critical area						
	<u>s</u>	Seeding Percent P	Pure Live Seed=(% Germination 100	on + Hard Seed) * % Purity	<u>'</u>	
			100		Critical area	-
					Citical alea	
Enter Acres: 2		Ac	res % of Stand Acre - Circle On	Below	Total	Needed
			Pounds Per Acre - Cir	cle One Below		
Species	Acres	% of Stand	PLS*		Total Ne	eded
Smooth Brome 🛛 💌	2	100	25.0	Pounds	50.00	Pounds
-				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
Oats	2		1	Bushels	2.0	Bushels
Fertilizer & Lime						
Lime (ECCE)	0	Lbs/Ac			0	Pounds
Nitrogen	30	Lbs/Ac			60	Pounds
Phosphate (P205)	30	Lbs/Ac			60	Pounds
Potash (K20)	40	Lbs/Ac			80	Pounds
Seeding will be com	pleted:	Other:				
-	•	3				
S	Seeding Ti	me: Before Sept 15	5th or after November 15th. Co	mpanion crop (oats) can be	planted at anytime.	
		d on structure.				
efer to 342 standand for addition	nal details.					
Seeding was completed ac	cording to	o the above requir	rements on:	(Date)		
				(Bato)		
	(Contracto	r's Signature)		<u> </u>	(Date)	
	,	5,			( ,	
Field Office				Certified by		
				······································		



IA - CPA - 4 REV. April 2020 (File Code 180-12-12)

# **Seeding Plan**

Name	Baulmer Native seeding plan (wetland)			Date	6/4/2021
Prepared by	Matt Frana			Tract No.	
				Field No.	
Program	: Upper Iowa Watershed Project	Acres:	1.00	Contract No.	

### Seeding Mix Summary

				51.0	
	0 ·	<b>A N</b>	Seeds/Ft <sup>2</sup>	PLS Lbs/Acre	PLS Lbs
Grasses	Scientific Name	Common Name			Total
1	Andropogon gerardii	Big Bluestem	0.918	0.250	0.25
2	Elymus virginicus	Virginia Wildrye	1.543	1.000	1.00
3	Carex vulpinoidea	Fox Sedge	1.837	0.050	0.050
4	Carex hystericina	Bottlebrush Sedge	0.110	0.010	0.010
5	Carex bebbii	Bebb's Sedge	0.125	0.010	0.010
6	Carex Iurida	Shallow Sedge	0.022	0.005	0.0050
7	Glyceria striata	Fowl Mannagrass	4.408	0.075	0.075
8	Scirpus atrovirens	Green Bulrush	3.379	0.020	0.020
9	Elymus hystrix	Eastern Bottlebrush Grass	0.698	0.250	0.25
10	Sorghastrum nutans	Indiangrass	1.102	0.250	0.25
11	Scirpus cyperinus	Woolgrass	3.122	0.005	0.0050
12	Carex scoparia	Broom Sedge	0.309	0.010	0.010
13	Carex molesta	Troublesome Sedge	0.092	0.010	0.010
14	Poa palustris	Fowl Bluegrass	2.388	0.050	0.050
	,	SUBTOTAL GRASSES	20.051	1.995	1.995
				PLS	PLS Lbs
Forbs/Legumes	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	Lbs/Acre	Total
1	Hypericum ascyron	Giant St. Johnswort	2.443	0.035	0.035
2	Thalictrum dasycarpum	Purple Meadow-rue	0.020	0.005	0.0050
3	Asclepias incarnata	Swamp Milkweed	0.123	0.070	0.070
4	, Lythrum alatum	Winged Loosestrife	2.204	0.002	0.0020
5	Helianthus	Saw-tooth Sunflower	0.055	0.010	0.010
	grosseserratus				
6	Iris shrevei	Blue Flag	0.092	0.250	0.25
7	Lobelia cardinalis	Cardinal Flower	1.028	0.007	0.0070
8	Lobelia siphilitica	Great Lobelia	0.918	0.005	0.0050
9	Eupatorium perfoliatum	Boneset	0.882	0.015	0.015
10	Symphyotrichum novae-	New England Aster	0.121	0.005	0.0050
	angliae				
11	Verbena hastata	Blue Vervain	0.683	0.020	0.020
12	Vernonia fasciculata	Ironweed	0.088	0.010	0.010
13	Ludwigia alternifolia	Seedbox	4.775	0.010	0.010
14	Eupatoriadelphus	Spotted Trumpetweed	1.396	0.040	0.040
	maculatus				
15	Mimulus ringens	Monkey Flower	3.379	0.004	0.0040
16	Anemone canadensis	Canadian Anemone	0.009	0.003	0.0030
17	Silphium	Prairie Rosinweed	0.002	0.005	0.0050
	terebinthinaceum				
18	Helenium autumnale	Sneezeweed	1.433	0.030	0.030
19	Zizia aurea	Golden Alexander's	0.404	0.100	0.10
20	Oligoneuron riddellii	Riddell's Goldenrod	0.683	0.020	0.020
21	Silphium perfoliatum	Cup Plant	0.103	0.200	0.20
22	Rudbeckia triloba	Brown-eyed Susan	0.624	0.050	0.050
23	Rudbeckia subtomentosa	Fragrant Coneflower	0.158	0.010	0.010
24	Desmodium canadense	Showy Ticktrefoil	0.404	0.200	0.20
24 25	Eupatorium purpureum	Sweetscented Joe Pye	0.404 1.543	0.200	0.20
25	Eupatonum purpureum	Weed	1.043	0.100	0.10

26	Veronicastrum virginicum	Culver's Root	1.469	0.005	0.0050	
27	Asclepias syriaca	Common Milkweed	0.016	0.010	0.010	
		SUBTOTAL FORBS	25.055	1.221	1.221	
Woody	Scientific Name	Common Name	Seeds/Ft <sup>2</sup>	PLS Lbs/Acre	PLS Lbs Total	
		SUBTOTAL VINES/WOODY	0.000	0.000	0.000	
		TOTAL	45.107	3.216	3.216	
	Estimated Cost/Acre		I	Estimated <sup>·</sup>	Total Cost	\$0.00
		Soil Test Information	Total N lb			
Lime (E	CCE) (Actual Lime)					
	Nitrogen					
	osphate (P205) Potash (K20)					
IF NOT SEEDED BY	Seeding Dates: Additional Seeding Criteria: JULY 1ST USE A 1.5 BU/AC OF OA	REVIEW IOWA JOBSHEET (327) I	FOR ADDITIONAL			
Seeding was com	pleted by (Date)	according to the above requir	rements.			
(Proc	ducer's Signature)		(Da	ite)		
Field Offi	ice	Certified by	(NRC	S Representa	itive)	
		d, return seeding plan to the N cost-share, return receipts to			on Services.	

For all other cost-share projects, attach seed tags and receipts for seed, fertilizer, lime, etc.

#### KUHN Upper Iowa Project Summary

UI-059-Kuhn (Grade Stab); UI-066-Kuhn (3 waterways)

Landowner: Colette Kuhn (Contact Mark Kuhn) Phone (Mark's Cell): 563.419.6441

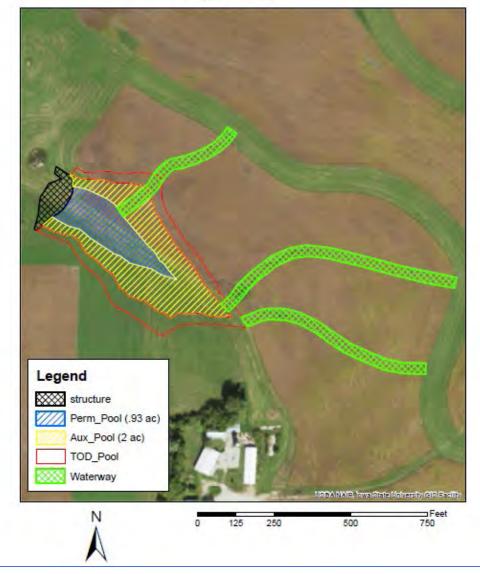
Location: T98N R09W Section 19 Address: 2836 St Hwy 9, Ridgeway, IA 52165

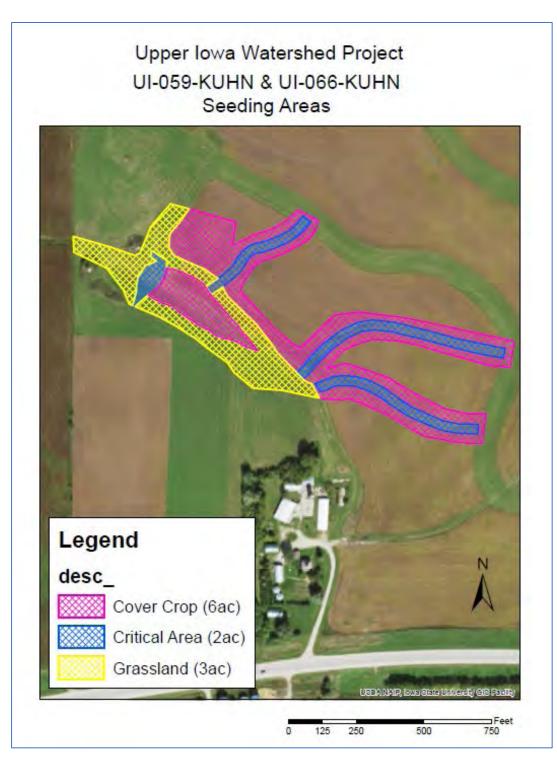
Assisted By: Matt Frana (UIR Project Coordinator) Date: 5/24/21

#### Background:

This project involves grade stabilization structure (410), and 3 waterways (412). The site does have tile going through it. Tile will be daylighted above the permanent pool elevation. Exact locations and condition of tile is not known.

## Upper Iowa Watershed Project UI-059-KUHN & UI-066-KUHN Project Area





#### Seeding:

• Critical Area – The structure and waterways will be seeded with the critical area seed mix. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.

- Cover Crops Disturbed cropland will be seeded with a cover crop (cereal rye) to help break up compaction and ensure adequate cover until crops can be planted in the spring. This will also be used in the pool area to provide temporary vegetation until the pool fills up. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas.
- Grassland Mix Use the grassland mix to provide a 40ft buffer around the permanent pool boundary and any disturbed areas on the hay ground. The seeding plan provides an estimate of acres needed to be seeded, but may need to be adjusted post constructions to cover all required areas. The landowner has requested a specified seed mix to be used through this area and may available to plant the area as well. Please touch base with landowner before purchasing seed.

**View seeding plans and guidelines provided in bid packet for more detailed instructions. Note seeding dates.** Depending on when construction is completed, a temporary cover may need to be seeded until frost seeding can be completed (after Nov. 15<sup>th</sup>)

Signed seeding plans and bills/seed tickets listing what was seeded will need to be provided before payment can be made.

#### NRCS Spec Sheets for project(s)

#### <u>UI-059-KUHN & UI-066-KUHN</u>

- IA-1: Site Preparation
- IA-5: Pollution Control
- IA-6: Seeding and Mulching for Cover
- IA-21: Excavation
- IA-23: Earthfill
- IA-26: Topsoiling
- IA-45: Plastic Pipe
- IA-46: Tile Drains for Land Drainage
- IA-61: Loose Rock Rip Rap
- IA-412: Grassed Waterway
- IA-342: Critical Area Planting

	Mark Kuhn UIWA Project Work					May 25, 2021
ltem No.	Work or Material	Spec. No.	Quantity	Unit	Unit Price	Amount
Cost	Share Expenses					
	Pond Structure					
	Topsoil, Strip, Salvage and Respread	IA-26	240	cu. yd.	2.60	\$624.00
	Compacted Earthfill	IA-23	2500	cu. Yd.	3.50	\$8,750.00
	Core Trench Excavation	IA-21	525	cu. Yd.	3.00	\$1,575.00
	8"PVC, Appurtenances and Installation	IA-45	76	feet	28.00	\$2,128.00
	(include 2-4'x4' antiseep collars and canopy fabrication)					
	Erosion Control Blanket(gutters-16'wide)		700	sq. yd.	2.10	\$1,470.00
		10.04	4.0		20.00	<u> </u>
	Rip Rap in place/fabric	IA-61	10	ton	28.00	\$280.00
		1.0. 4.4.0	(1.63ac)	( I	2.50	<u> </u>
	Waterway Shaping	IA-412	1970	feet	3.50	\$6,895.00
	Erosion Control Blanket(center of waterway-16' wide)		3600	sq. yd.	2.10	\$7,560.00
	Doulight Existing Tile	IA-46	1	iab	500.00	\$500.00
	Daylight Existing Tile	IA-46	L	job	500.00	\$500.00
	Seeding		0			
	Critical Area (structure and WW)	IA-6	2	acres	600.00	\$1,200.00
	Grassland	IA-0 IA-6	- 2	acres	600.00	\$1,800.00
	Cover Crop	IA-6	6	acres	500.00	\$3,000.00
	cover crop	17.0	<u> </u>	deres	500.00	<i><b>4</b>3,000.00</i>
	Total					\$35,782.00
	Landowners Cost					\$3,578.20
Other	Expenses		0	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
	Mobilization & Demobilization		1	job	\$3,500	\$3,500.00
				,		
	Site Clearing, Preperation & Waste Disposal			job		\$0.00
			0			
	Temporary Seeding			acres		\$0.00
	Forego Commodity Income			acres		\$0.00
					Total	\$3,500.00
					Land Ow Cost	
					Grand Total	\$39,282.00

Seeding Erosion Blanket Waterway Shaping Erosion Control Blanket(gutters) 8" SDR 26 w/Canopy Inlet 4' x 4' Anti-Seep Collar @ 18' Spacing Gabion Stone Rip Rap Rock w/geotextile Earthfill – including Stripping Topsoiling Work or Material Daylight existing Seeding & Mulching Excavation Common – Core Trench Tile

NRCS Rep.:

Date:

Ticket #

Date:

Contractor is required to follow lowa One Call law.

Conservation Service office.

local Natural Resources

lowaOneCall.com or Call 811

Contractor:

I certify that this practice has been constructed in accordance with the plans and specifications.

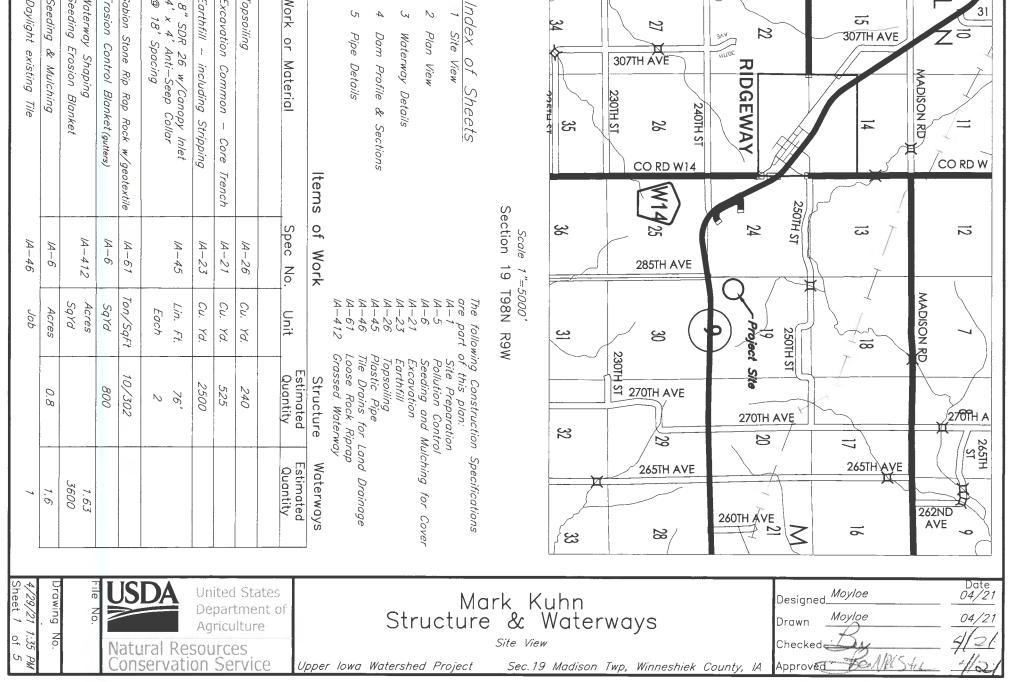
Landowner:

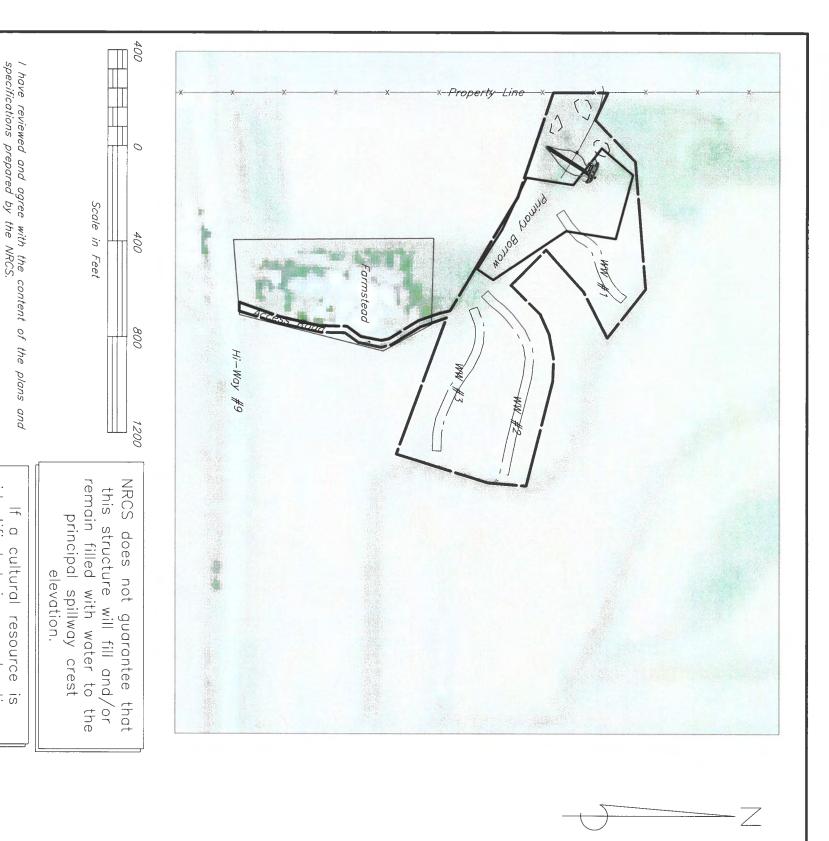
Date:

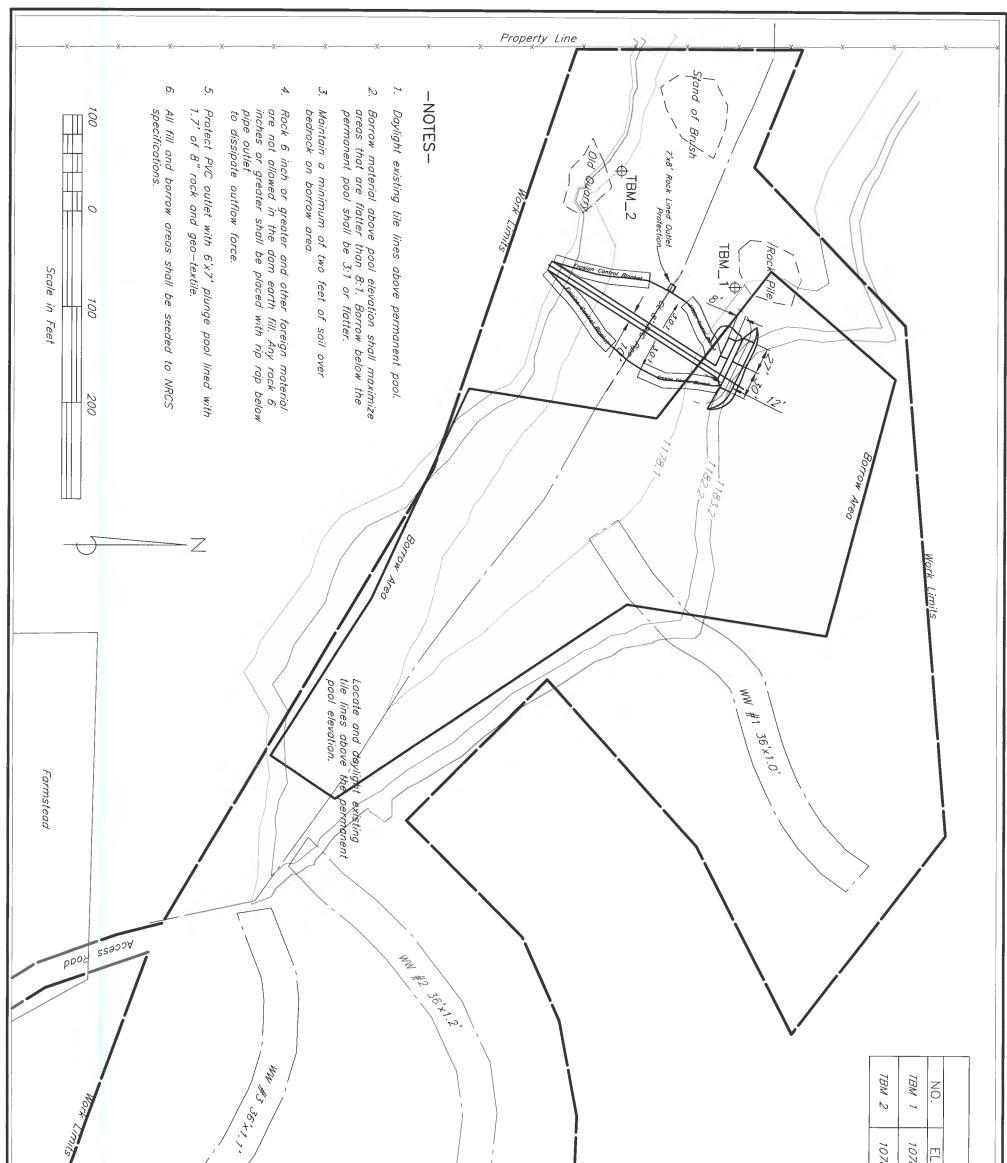
stop immediately and notify the

If a cultural resource is

- Pipe Details





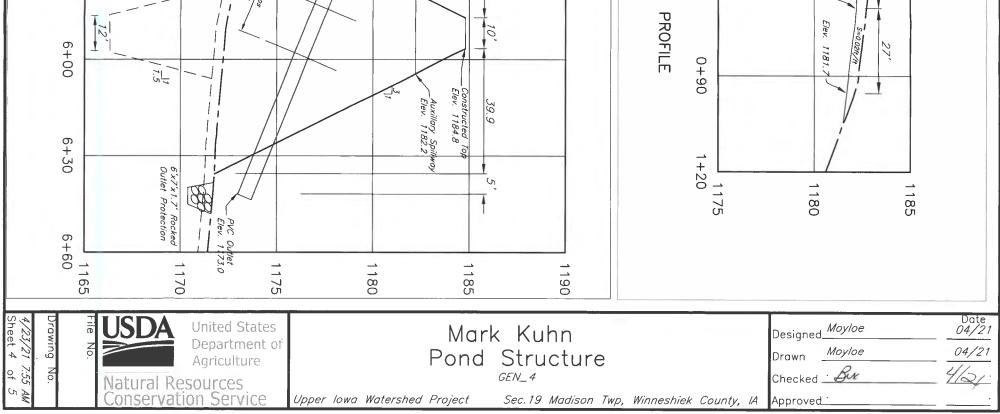


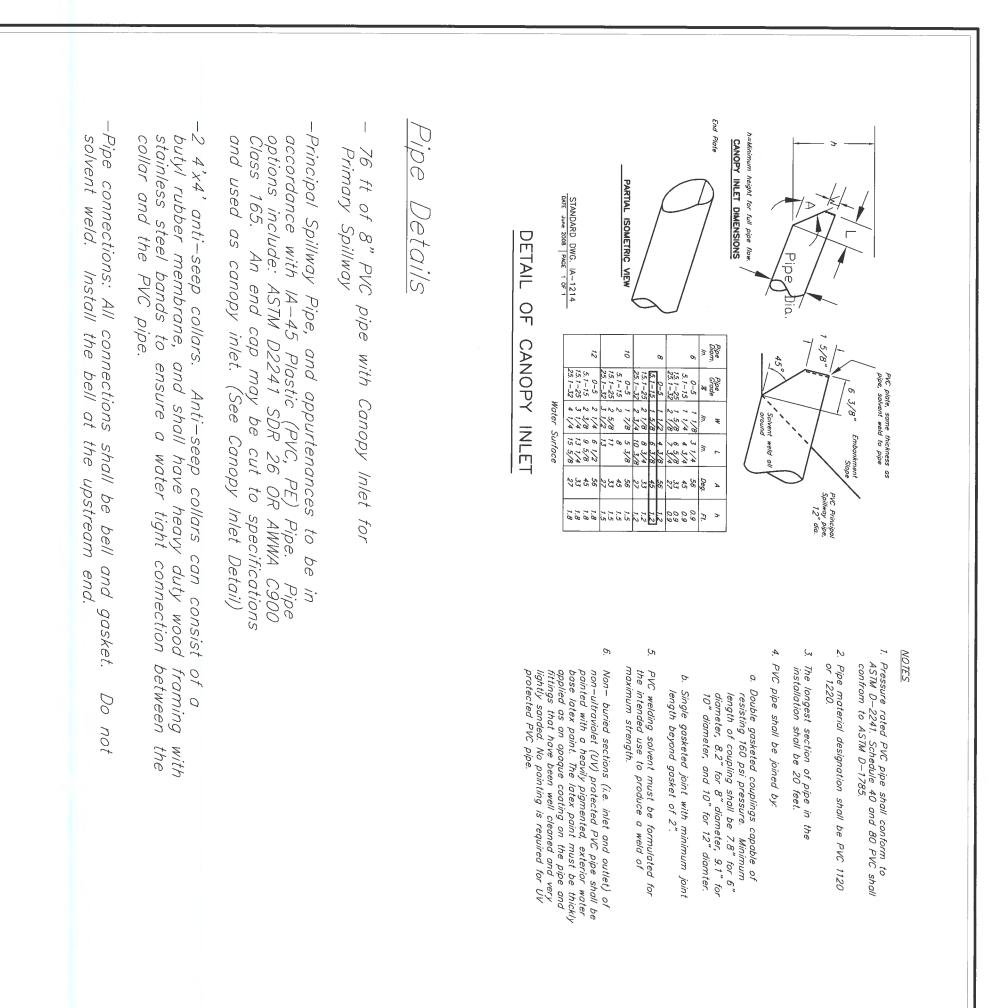
4/21/2 Sheet		ited States		rk Kuhn	~70' west of spillway end CL. 2"x2" Wood Hub, by old quarry ~125' west of South end CL. Designed Moyloe	MARK DESCRIPTION " Wood Hub, by rock
24		partment of riculture		n View	Drawn <u>Moyloe</u>	
2:43 of	♀ Natural Resource			Class II	Checked Ber	4/21.
5 PM	Conservation	Service Upper lo	wa Watershed Project	Sec.19 Madison Twp, Wir	 Approved	

	6	DATE J				(if Used)	Subeu																ယ			N		-		ē	5	
United Sto		June 2011 PA				Sed)		1	Other:	Other:	Se	Wo	Wate	Clearing	Excavatic	Earthfil						6+50	0+00		8+50	0+00	4+70	0+00	Station		Cent	
ites Department o	NRT Resources Conservation Service	PAGE 1		!	3	N,	Original Ground				Seeding Area	Waterway Area	Waterway Length	Clearing (if applicable)	Excavation (if calculated)	Earthfill (if calculated)	ITEM	EST											Elev.	Design	Centerline Data	
		유 -		PARABULIC		Minimum		<i>TW</i>			, D	ea	)gth	licable)	'culated)	ulated)		STIMATED											C/F feet	None	Cut or Fill at <i>E</i> from	
Winneshiek	Owner: <u>M</u> Location: . Madison	PARABOI IC		CRUSS	(TW)		- TW/4										QUA	QUAN	L	1	Ţ,	<u> </u>		ΤV	$\mathbb{V}$		$\downarrow$					
ek	Kuh			SS SECTION							1.6	1.6	1,970	N/A	N/A	N/A	QUANTITY	QUANTITIES					650		850			470	feet	Reach Length		DE
_ County,	n Project	GRASSED V	1		, N						ac.	ас.	ft.	ac.	cu. yd.	cu. yd.	UNIT					!	s p		2.2			4.2	9.8 (	Grade		DESIGN D
lowa	<mark>ect</mark> V R <mark>9 W</mark> Township	TBM 1 1,178.	Ū	-	Min.		LAT															00	35		36			36	feet	Width (TW)	Design	DATA
App		- 13	Elev.	_					and #3 t	See Site Build win	Subsi	5. See		4. See	J. See Silee Profile(s).	5	2. See	1. All w Speci	Notes:				4 4		1.2			1.0	feet	Depth (D)	Design	
Approved	ed	pillway e		BENCH					o force n	View (pa na dams	Subsurface Dr	Sheet(s)	Rock Check details.	Sheet N	Srieer(S) le(S).	Chaot/c)	Sheet N/A	All work shall cc Specification IA-				000	0		9.0			9.0	feet	Width (TW4)	Top	
	M Oyloe M Oyloe Kal	nd of pro	Des	2					unoff to f	ge 1) for as neede	Drain details.		tetails.	A of N	MM		A of N/A	' comply with IA-412.				0.0	α α		0.9			0.8	feet	Depth (¾D)		
S	4121 4121 4121 0	മര്	Description						and #3 to force runoff to flow lines.	See Site View (page 1) for Waterway locations. Build wing dams as needed on waterways #2	tils.	of N/A	ç	for	01 10	of NIA	A for the	with Cons											No.	Used (0,1,2)	Subsurface Dr	
Sheet 3 of 5	Drawing Name	<b>m.</b> File Name	•							locations. wavs #2		for the		the Fabric or	ior the		Plan View.	Construction												from w/w ¢	nce Drain Nation	

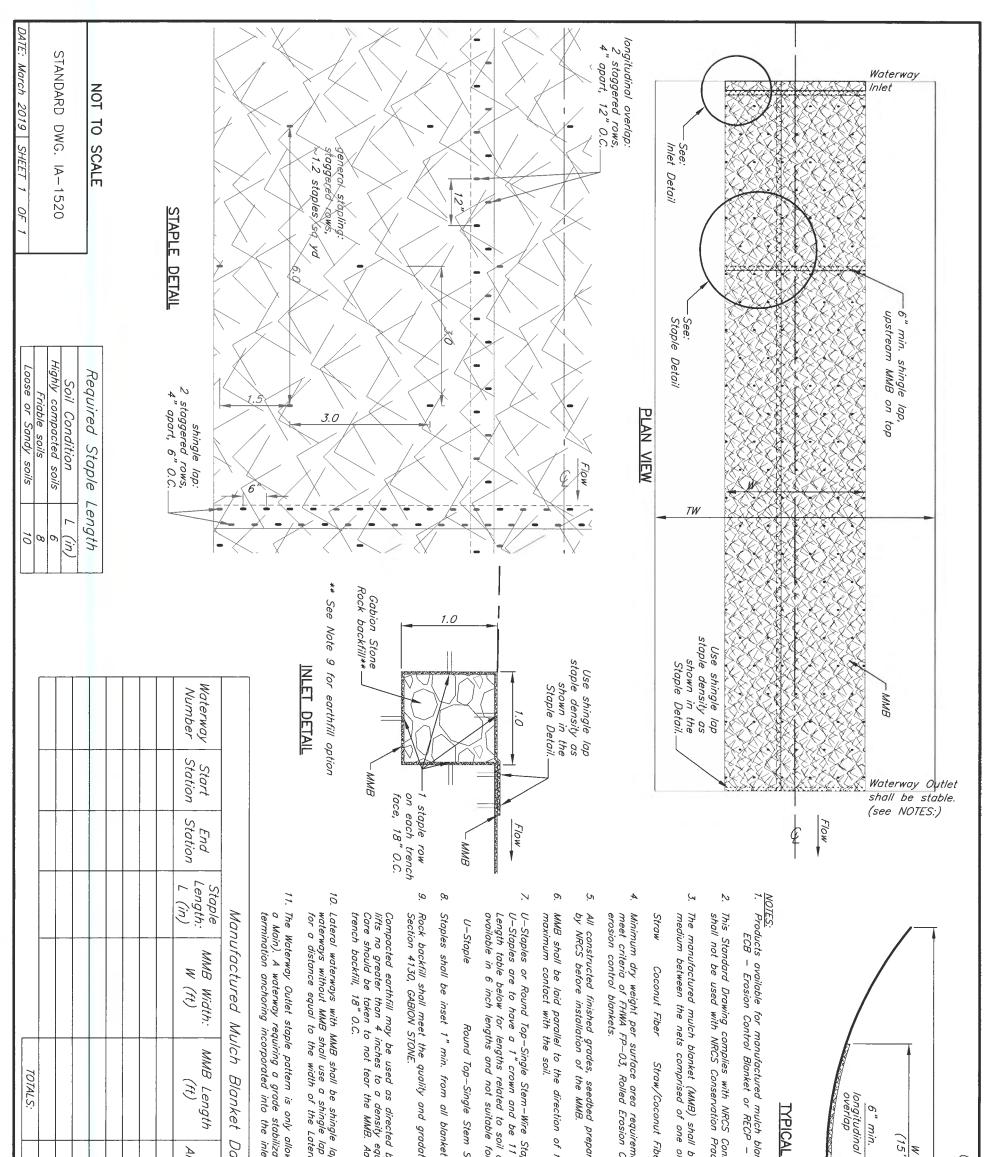


	1165			1175	1180	1185	1190					
				D				1160		1170	1180	1190
	2+70			Daylight existing tile				0	Imper	Core Trend	Existing Ground	Sett
	3+00			tile upstream of				0+50 1	6' Depth or vious Material -	Excava		-Settled Top Elev. 1184.2
	3+30			if Elev. 1178.1				1+00 1+50 Centerline	$\rightarrow$			Constru Elev. i
	3+60							of Fill			PVC Pipe	Constructed Top Elev. 1184.8
	3+90							2+00				
CL	4+20							2+50		12'CL Width 3.0:1 SS	Aux, Spwy	
CL_Profile PROFILE	4+50							3+00		1170	1180	1190
FILE	4+80											
	5+10		Existing Ground Lu						1175	1180		1185
	5+40		Line	Pipe Inlet Elev. 1178.1 SEE dETAILS OF hOOD				Auy	0+30	- Ele, 1182.0		
	5+70	7.5	18: 10	61	ELL	20.6		AuxSpill_KUHN	0+60		30°	_





		Kuha			
5	Drawing No. 4/21/21 3:03 PM	United States Department of Agriculture Natural Resources Conservation Service	Details	Designed_ <i>Moyloe</i> Drawn_ <u>Moyloe</u> Checked_ <del>Su</del> _ Approved	Date 04/21 04/21 



				MMB Plan rea (sq yd) u	ation structure shall ha et portion of the grade gta	ppped over the Main v staple density on th ral waterway entering wed for stable outlet	by the Engineer. Earth uivalent to that of th 1d 1 additional staple	t edges. tion found in lowa DOT	aples may be used as ' gauge or heavier wit conditions). Round T or all soil conditions. Staple	flow. Spread evenly	ration, fertilizing, and	D6475) uct Type	be double netted (top of the following: oer Wood Excelsior	servation Practice Ste ctice Standard, 468 L	nket applications are Rolled Erosion Contro	SECTION		TW
				Staple Rock Quantity Quantity (no.) (ton)	ave the MMB outlet de stabilization structure.	waterway MMB. Lateral ve Main waterway MMB edge the Main waterway. conditions (i.e. Lateral into	hfill shall be compacted in ne surrounding native soil. row to the top face of th	DT Standard Specification	s directed by the Engineer. re (see Required Staple Top Staples may only be Indicate staple to be used.	without stretching to allow	seeding shall be approved	shall be 0.5 lb/sq yd or 2.0, short-term double-net	and bottom) with a mulch other:	andard, 484 Mulching. It Lined Waterway or Outlet.	commercially referred to as ol Product	~ MMB	!	
Sheet of	Drawing No.	File No.	Natura Conse	Depa	ed States irtment of culture CES ETVICE				Mulch c Grass				ways	5	D C	Designed Drawn Checked pproved	 	Date

# **Cover Crop Seeding Plan**

Name UI-059-KUHN & UI-066	KUHN		Date 5/26/20	21	Tract No.	
					Field No.	
T				December 11	Contract No	
Type of Seeding:		-		Prepared by	Matt Frana	
	5	Seeding Percen	t Pure Live Seed=(% Germination + H	ard Seed) * % Purity	<u>L</u>	
			100			
					Full seeding	•
Enter Acres: 9			Acres % of Stand Acre - Circle One Below	1	Tota	al Needed
			Pounds Per Acre - Circle O			
Species	Acres	% of Stand	PLS*		Total N	eeded
▼				Pounds		Pounds
•				Pounds		Pounds
				Pounds		Pounds
•				Pounds		Pounds
•				Pounds		Pounds
Cereal Rye	6	100	1	Bushels	6.0	Bushels
Fertilizer & Lime						
Lime (ECCE)		Lbs/Ac			0	Pounds
Nitrogen		Lbs/Ac			0	Pounds
Phosphate (P205)		Lbs/Ac			0	Pounds
Potash (K20)		Lbs/Ac			0	Pounds
Seeding will be con	npleted:	Othera				
-	-	3				
Seeding Time: As soon as fea	sible after c	onstruction.				
Additional Seeding Criteria:	To be use	<mark>d on disturbed a</mark>	eas in cropland to provide cover until cro	ps can be planted in t	he spring.	
Souding was completed a	ooording to	the chour	uiromonto en			
Seeding was completed a	ccoraing to	o the above req		(Date)		
	(Producer	s Signature)			(Date)	
Field Office				Certified by		

For temporary seeding recommendations refer to (342) standard.

# **Critical Area Seeding Plan**

. . . . . .

Name UI-059-KUHN & UI-066	6-KUHN		Date	5/26/2021			Tract No.	
							Field No. Contract No	
Type of Seeding: Critical area					Prepared by			
Critical area								
	<u>3</u>	Seeding Percen	t Pure Live Seed=(% Gern 100	nination + Hard Se	ed) * % Purity	<u>/</u>		
							Critical area	•
Enter Acres: 2			Acres % of Stand Acre - Cir	cle One Below			Tota	al Needed
			Pounds Per Acre		low		1010	
Species	Acres	% of Stand		PLS*			Total N	eeded
Smooth Brome 🛛 💌	2	100	25.0		Pounds		50.00	Pounds
•					Pounds			Pounds
•					Pounds			Pounds
▼					Pounds			Pounds
-					Pounds			Pounds
Cereal Rye	2		1		Bushels		2.0	Bushels
Fertilizer & Lime								
Lime (ECCE)	0	Lbs/Ac					0	Pounds
Nitrogen	30	Lbs/Ac					60	Pounds
Phosphate (P205)	30	Lbs/Ac					60	Pounds
Potash (K20)	40	Lbs/Ac					80	Pounds
Seeding will be cor	npleted:	Other:	•					
-	-	3						
		Time: Before S	Sept 15th or after November	15th. Companion	crop can be pla	anted at any	time.	
Additional Seeding Criteria: Cereal Rye will be used as a cor		d on structure ar		land for additional d	lotaile			
Cereal Rye will be used as a col	inpanion cro	p while brothe es	stabilishes. Refer to 342 stand					
Seeding was completed a	ccording to	o the above req	wirements on:					
occurring the completed a	oooranig t			(Dat	e)			
	(Contracto	r's Signature)			-		(Date)	
Field Office				Ce	rtified by			

# **Grassland Seeding Plan**

Name UI-059-KUHN	1 & UI-066-KUF	IN	Date	5/26/2021	Tract No.	
					Field No.	
					Contract No	
Type of Seeding:		-		Prepared by M	latt Frana	
	Seed	ding Percent	Pure Live Seed=(% Gern	nination + Hard Seed) * % Puri	ty	
			100			
					Critical area	
Enter Acres:	3				Tota	al Needed
Species	Acres	% of full rate	Pounds Per Acre of	Pure Live Seed (PLS)*	Total N	eeded
Timothy	3	10	10.0	Pounds	3.00	Pounds
Smooth Brome	3	30	25.0	Pounds	22.50	Pounds
Perennial ryegrass	3	20	25.0	Pounds	15.00	Pounds
Orchardgrass 💌	3	10	10.0	Pounds	3.00	Pounds
Tall fescue	3	30	16.0	Pounds	14.40	Pounds
Companion crop - Cere	al Rye 3	100	1	Bushels	3.0	Bushels
Fertilizer & Lim						
Lime (ECCE)	0	Lbs/Ac		-	0	Pounds
Nitrogen	30	Lbs/Ac		F	90	Pounds
Phosphate (P205)	30	Lbs/Ac			90	Pounds
Potash (K20)	40	Lbs/Ac			120	Pounds

Seeding will be completed:

Other:

August 1st-September 15th OR Novemeber 15th - freeze

(Date)

Additional Seeding Criteria: To be used on disturbed hay land and ~40ft buffer around pool.

.

If area's can't be seeded prior to Sept 15th, wait until Novemeber 15th - freeze to ensure seed doesn't germinate and die.

TOUCH BASE WITH LANDOWNER PRIOR TO ORDERING SEED! He may want to seed area himself.

Landowner has requested we use Ernie's Grassland Mix (simlar to above mix and is acceptable)

Refer to Critical Area Planting jobsheet (342) for additional seeding and establishment recommendations.

Seeding was completed according to the above requirements on:

By: (Signature) (Date) Certified by: Date:



Neil Sass, Area Soil Scientist 120 N Industrial Pkwy #4 West Union, IA 52175 Phone: (563) 412-3019

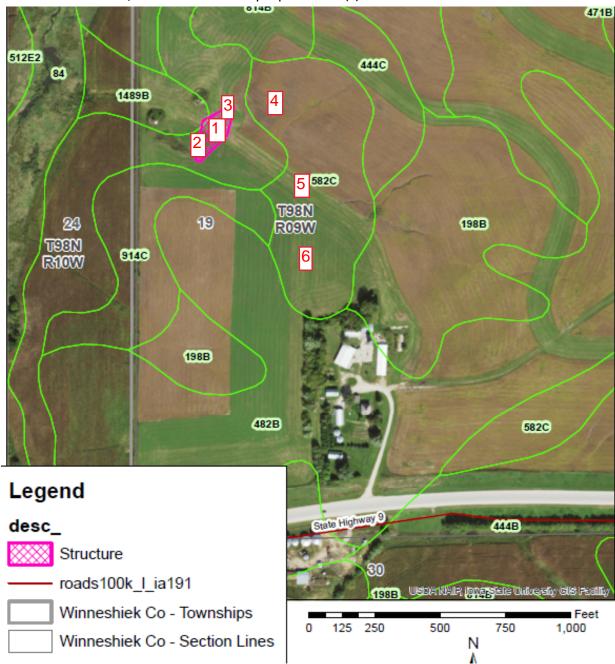
Date of Investigation:

Investigated by: Purpose:

Landowner:

Location:

Boring Method/Equipment:



Overview of soils/area: Red arrow is proposed site(s):

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Depth	Horizon	Matrix Color	USDA Texture	Additional observations	Estimated unified Classification
			Est. clay %	Redox features, clay films, etc	

Investigator's summary of site: (suitable or not):

### IA-1 SITE PREPARATION

#### 1. SCOPE

Site preparation work shall consist of clearing, grubbing, stripping, refuse removal, bank sloping and structure removal on the site as necessary to rid the site of all undesirable materials on or near the surface and prepare the site for the structure. All woody growth within the construction area shall be cleared and all stumps and roots one inch in diameter or larger shall be grubbed from the site. In addition, all areas within 25 feet of the footprint of the structure shall be cleared and grubbed except as directed by NRCS. The work shall also consist of the removal and disposal of structures (including fences) that must be removed to perform other items of work.

For wetland restoration, enhancement, or creation projects, the wetland area shall be disturbed as little as possible and existing naturally vegetated spillway areas shall not be disturbed.

#### 2. FOUNDATION PREPARATION

The construction areas shall be stripped a minimum of 6 inches to remove all unsuitable materials such as organic matter, grasses, weeds, sod, debris, and stones larger than 6 inches in diameter.

In an earth embankment foundation area, all channel banks and sharp breaks shall be sloped to no steeper than 1.5 horizontal to 1 vertical.

The foundation area shall be thoroughly scarified before placement of fill material. The surface shall have moisture added or shall be compacted if necessary so that the first layer of fill material can be compacted and bonded to the foundation.

#### 3. STRIPPED MATERIAL DISPOSAL

Suitable soil material shall be stockpiled for use as topsoil. The other stripped materials shall be buried, removed from the site, or disposed of as directed by the owner or NRCS. Whenever possible, material shall not be disposed of in the pool area created by the structure.

Stockpiled materials around a construction site should be placed so as not to hinder subsequent construction operations.

#### 4. DISPOSAL OF REFUSE MATERIALS

Waste materials from clearing and structure removal shall be burned or buried at locations approved by the owner. Buried materials shall be covered with a minimum of 2 feet of earthfill. Whenever possible, material shall not be disposed of in any pool area created by the structure.

All refuse shall be disposed of in a manner which complies with all local and state regulations.

#### 5. SALVAGE

Items to be salvaged shall be as shown on the drawings. Structures and fencing materials that are designated to be salvaged shall be carefully removed and neatly placed in the specified storage areas.

### **IA-5 POLLUTION CONTROL**

#### 1. SCOPE

The work shall consist of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air during construction operations.

#### 2. MATERIALS

All materials furnished shall meet the requirements shown on the drawings or in the specifications.

#### 3. EROSION AND SEDIMENT CONTROL MEASURES AND WORKS

The measures and works shall include, but are not limited to, the following:

**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 be unprotected for the shortest time feasible.

Seeding: Structures and disturbed areas shall be seeded as soon as possible after construction is completed.

Temporary seedings may be used as an alternative to other stabilization measures as approved by NRCS.

**Mulching:** Construction areas that have been disturbed but have no construction activity scheduled for 21 days or more shall have erosion protection measures applied by the 14th day. This erosion protection may be mulching or other approved temporary measures. Construction areas shall not be left open during a winter shutdown period and shall be protected by mulching.

All seeding and mulching shall be completed in accordance with the seeding plan and Iowa Construction Specification IA-6, Seeding and Mulching for Protective Cover.

The following works may be temporary. If they are installed as a temporary measure, they shall be removed and the area restored to its original state when they are no longer needed or when permanent measures are installed.

**Diversions:** Diversions may be required to divert clean runoff water away from work areas and to collect runoff from work areas for treatment and safe disposition.

**Stream Crossings:** Culverts or bridges may be required where construction equipment must cross streams.

Sediment Basins: Sediment basins may be required to settle and filter out sediment from eroding areas to protect properties and streams below the construction site.

**Sediment Filters:** Straw bale filters, geotextile sediment fences, or other equivalent methods may be used to trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under them.

Waterways: Waterways may be required for the safe removal of runoff from fields, diversions, and other structures or measures.

#### 4. CHEMICAL POLLUTION

The Contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to be used to dispose of chemical pollutants, such as drained lubricating or transmission oils, greases, soaps, concrete mixer wash water, asphalt, etc., produced as a by-product of the construction work. At the completion of the construction work, sumps shall be removed and the area restored without causing pollution.

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

#### 5. AIR POLLUTION

The burning of brush or trash or disposal of other materials shall adhere to local and state regulations.

Fire prevention measures shall be taken to prevent the start or the spreading of wild fires, which result from project work. Fire breaks or guards shall be constructed at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall insure safe operations at all times. If chemical dust suppressants are used, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the Engineer five working days before use.

#### 6. MAINTENANCE, REMOVAL, AND RESTORATION

All pollution control measures and works shall be adequately maintained in a functional condition as long as needed during the construction operation. All temporary measures shall be removed and the site restored to as near original conditions as practical.

### IA-6 SEEDING AND MULCHING FOR PROTECTIVE COVER

#### 1. SCOPE

The work shall consist of seeding, mulching, and fertilizing all disturbed areas and other areas as indicated on the drawings or otherwise designated.

#### 2. SEEDBED PREPARATION AND APPLICATION

The entire area to be seeded shall be reasonably smooth and all washes and gullies shall be filled to conform to the desired cross-section before actual seedbed preparation is begun. At this stage of the operation, the required fertilizer and lime shall be applied uniformly and incorporated into the top 3 inches of the soil with suitable tillage equipment. The seedbed preparation operation shall be suspended when the soil is too wet or too dry. The seedbed shall be loosened to a depth of at least three inches.

On side slopes steeper than 2-1/2 horizontal tol vertical, the 3 inch minimum depth of seedbed preparation is not required, but the soil shall be worked enough to insure sufficient loose soil to provide adequate seed cover.

Unless otherwise specified, the seeding operation shall be performed immediately after preparation of the seedbed. The seed shall be drilled or broadcast by equipment that will insure uniform distribution of the seed.

#### 3. MATERIALS

The seeding, fertilizing, and mulching requirements are as specified on Form IA-CPA-4.

Straw from cereal grains or hay will be used as mulching material. It shall be relatively free of weeds.

#### 4. MULCH APPLICATION

The required mulching shall be performed as soon as possible after seeding unless otherwise specified. The mulch shall be applied uniformly over the area. The type and rate shall be as specified. When mulching is required, all areas seeded during any one day shall be mulched within 24 hours. The mulch may be spread by any means that results in a uniform cover.

The mulch shall be anchored. Anchoring of the mulch may be performed by a mulch anchoring tool or regular farm disk weighted and set nearly straight, by installation of mulch netting, or by other methods approved by NRCS.

### IA-11 REMOVAL OF WATER

#### 1. SCOPE

The work shall consist of the removal of surface water and ground water as needed to perform the required construction in accordance with the plans and specifications.

#### 2. DIVERTING SURFACE WATER

The Contractor shall build, maintain and operate all cofferdams, channels, diversions, flumes, sumps, and other temporary protective works needed to divert surface water away from the construction site while construction is in progress.

#### 3. DEWATERING THE CONSTRUCTION SITE

Foundations, cutoff trenches, borrow areas and other parts of the construction site shall be dewatered as needed for proper execution of the construction work. The Contractor shall furnish, install, operate and maintain all works and equipment needed to perform the dewatering.

#### 4. EROSION AND POLLUTION CONTROL

Removal of water from the construction site, including the borrow areas shall be accomplished in such a manner that erosion and the transmission of sediment and other pollutants are minimized.

#### 5. REMOVAL OF TEMPORARY WORKS

After temporary works have served their purposes and before the Contractor leaves the site, they shall be removed.

### **IA-21 EXCAVATION**

#### 1. SCOPE

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials. The cutoff trench and any other required excavations shall be dug to the lines and grades shown on the drawings or as staked in the field. Structure or trench excavations will conform to all safety requirements of OSHA.

#### 2. USE OF EXCAVATED MATERIALS

Suitable materials from the specified excavations shall be used in the construction of required permanent earth fill. The suitability of materials for specific purposes shall be determined by the NRCS Inspector.

#### 3. DISPOSAL OF WASTE MATERIAL

All surplus or waste material shall be disposed of in areas shown on the drawings or as approved by the NRCS Inspector. The waste material shall be smoothed and sloped to provide drainage.

#### 4. STRUCTURE AND TRENCH EXCAVATION

Structure or trench excavations will conform to all safety requirements of OSHA.

#### 5. BORROW EXCAVATION

When the quantities of suitable materials obtained from specified excavations are insufficient to construct the specified fills, additional materials shall be obtained from the designated borrow areas as shown on the drawings or as approved by NRCS and the landowner. On wetland projects, borrow shall not be taken from the wetland area within 10 feet of the embankment or as shown on the drawings.

Borrow areas shall be excavated and grading completed in a manner to eliminate steep or unstable side slopes or hazardous or unsightly conditions.

#### 6. OVER-EXCAVATION

Excavation beyond the specified lines and grades shall be corrected by filling the resulting voids with compacted earthfill, except that if the earth is to become the subgrade for riprap, sand or gravel bedding or drainfill, the voids shall be filled with material conforming to the specifications for the riprap, bedding or drainfill, as appropriate.

## IA-23 EARTHFILL

#### 1. SCOPE

The work shall consist of the construction of earth fills required by the drawings and specifications. The completed work shall conform to the lines, grades, and elevations shown on the drawings or as staked in the field.

#### 2. MATERIALS

All fill materials shall be obtained from required excavations and designated borrow areas. Fill materials shall contain no sod, brush, roots or other bio-degradable materials. Rocks larger than 6 inches in diameter shall be removed prior to compaction of the fill.

#### 3. FOUNDATION PREPARATION

Foundations for earthfill shall be stripped a minimum of 6 inches to remove vegetation and other unsuitable materials. Foundation surfaces shall be scarified to a minimum depth of 2 inches prior to placing fill material.

Foundation and abutment surfaces shall not be sloped steeper than 1.5 horizontal to 1 vertical unless otherwise shown on the drawings.

#### 4. PLACEMENT

Fill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by NRCS. Fill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the fill.

Adjacent to structures or pipes, fill shall be placed in a manner which will prevent damage. The height of the fill adjacent to structures or pipes shall be increased at approximately the same rate on all sides.

The materials used throughout the earth fill shall be essentially uniform. Selective placement shall be as shown on the drawings or approved by NRCS.

If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified to a minimum depth of 2 inches before the next layer is placed.

The top surfaces of embankments shall be maintained approximately level during construction, except that a cross-slope of approximately 2% shall be maintained to ensure effective drainage.

When moving fill material from the borrow area(s) to the embankment by use of bulldozers only, the following steps shall be followed:

- Immediately after the borrow material is pushed to the embankment, it shall be spread in horizontal lifts placed parallel to the centerline of the embankment.
- Compactive effort will then be applied by operating equipment parallel to the centerline of the fill or embankment.
- Lift thicknesses shall be in strict compliance with Clause 6, below.

Sectional fills are not allowed unless they are shown on the construction drawings.

#### 5. CONTROL OF MOISTURE CONTENT

The moisture content of the fill material shall be adequate for obtaining the required compaction. Material that is too wet shall be dried to meet this requirement, and material that is too dry shall have water added and mixed until the requirement is met.

The moisture content of the fill material shall be such that a ball formed with the hands does not crack or separate when struck sharply with a pencil and will easily ribbon out between the thumb and finger.

Earth foundations under and adjacent to concrete structures shall be prevented from drying and cracking before concrete and backfill are placed.

The application of water to the fill materials shall be accomplished at the borrow areas insofar as possible.

#### 6. COMPACTION

Earth fill shall be compacted by one of the following methods as specified on the plans or in Section 8, Special Specifications. If no method is specified, compaction will be in accordance with Method 1.

- Method 1 Earthfill shall be placed so that the wheels or tracks of the loaded hauling equipment, traveling in a direction parallel to the centerline of fill, pass over the entire surface of each layer being placed. Low ground pressure vehicles shall not be used for this purpose.
- Method 2 Two (2) complete passes of a tamping-type roller will be made over each layer. The roller shall be capable of exerting a minimum force of two hundred (200) pounds per square inch.
- Method 3 Minimum density shall be 90% of the maximum density as determined by ASTM D 698 and as shown on the plans.

The maximum thickness of a lift of fill before compaction shall be 9 inches, unless otherwise indicated on the drawings.

Fill adjacent to structures, pipe conduits, and appurtenances shall be placed in layers not more than 4 inches thick and compacted to a density equivalent to that of the surrounding fill. Methods used to obtain compaction for fine or coarse grained materials are as follows:

- For fine grained materials, hand tamping or manually directed power tampers may be used. Hand compaction only shall be used to compact the earthfill under the bottom half of circular pipes. Manually directed power tampers shall not be used in tight spaces where applying full compactive effort will result in direct contact of the tamper plate with the pipe. Care should be taken so that compaction around the spillway pipe does not cause uplift of the pipe resulting in a void beneath the pipe.
- For coarse grained materials (sands and gravels), vibratory plate compactors shall be used for obtaining compaction. However, hand tamping shall be used to compact the material under the bottom half of circular pipes.

In all cases, follow manufacturer instructions for the specific compaction equipment being used. Heavy equipment shall not be operated within 2 feet of any structure or pipe.

Compacting of fill adjacent to concrete structures shall not be started until the concrete is 7 days old.

## 7. ISLANDS, MOUNDS, AND LOAFING AREAS ON WETLAND RESTORATION, ENHANCEMENT, OR CREATION PROJECTS

Islands shall be randomly located within the wetland area at locations shown on the drawings or as staked in the field. The orientation of island shorelines shall be random with attention given to prevailing winds to limit wave damage. In general, the side of the island with the longest dimension shall be parallel to the prevailing wind direction. Side slopes of islands shall be as shown on the drawings, but in no case shall be steeper than 6 horizontal to 1 vertical. Island shapes shall be irregular.

Loafing areas shall be constructed in the areas shown on the drawings or as staked in the field and shall be graded to drain runoff water. The elevation of at least one loafing area should be above the maximum water level whenever possible.

Excavated material not suitable for embankments, wetland dikes, or islands can be used to create mounds or blended into surrounding topography to create a natural appearance. Spoil material shall not be spread on existing wetland areas.

Organic soils shall not be used to construct islands, loafing areas, dikes, or embankments.

## **IA-26 TOPSOILING**

#### 1. SCOPE

The work shall consist of salvaging topsoil from borrow areas or required excavations and spreading it on the exposed disturbed areas.

#### 2. QUALITY OF TOPSOIL

Topsoil shall consist of friable surface soil reasonably free of grass, roots, weeds, sticks, stones, or other foreign materials.

#### 3. EXCAVATION

After the site has been cleared and grubbed, the topsoil shall be removed from borrow areas and required excavation areas to the depth as shown on the drawings. Topsoil shall be stockpiled at locations approved by NRCS.

#### 4. SPREADING

Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the work. Surfaces designated to be covered shall be lightly scarified just prior to the spreading operation. Where compacted fills are designated to be covered by topsoil, the topsoil shall be placed concurrently with the fill and shall be bonded to the compacted fill with the equipment.

Topsoil shall be placed to the minimum depth shown on the drawings. After the spreading operation is completed, the surface shall be finished to a reasonably smooth surface.

## IA-45 PLASTIC (PVC, PE) PIPE

#### 1. SCOPE

The work shall consist of furnishing and installing plastic pipe and the necessary fittings specified herein or as shown on the drawings. This specification does not cover subsurface drainage systems.

#### 2. MATERIALS

<u>Corrugated Polyethylene (PE) Tubing</u>. Corrugated PE tubing and fittings shall conform to the requirements of the applicable specification listed below:

Kind of Pipe	<b>Specification</b>
Corrugated Polyethylene(PE) Tubing and Fittings, Nominal Sizes 3 to 6 inch, inclusive	ASTM F 405
Large Diameter Corrugated Polyethylene Tubing and Fittings, Nominal Sizes 8 to 24 inch, inclusive	ASTM F 667
Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe	ASTMF 894
Large Diameter Corrugated Polyethylene Tubing and Fittings, Nominal Sizes 8 to 24 inch, inclusive	ASTM F 667

<u>Poly(Vinyl Chloride) (PVC) Plastic Pipe</u>. PVC pipe and fittings shall conform to the requirements of the applicable specification listed below:

Kind of Pipe	<b>Specification</b>
PVC Plastic Pipe, Schedules 40, 80 and 120	. ASTM D 1785
PVC Pressure-Rated Pipe (SDR Series)	. ASTM D 2241
PVC Pressure Pipe, 4 in. through 12 in., for Water Distribution	. AWWA C900
PVC Water Transmission Pipe, Nominal Diameters 14 in through 36 in	. AWWA C905

<u>PVC and PE Plastic Pipe</u>. Plastic pipes meant for non-potable, livestock water supply shall conform to the requirements of the applicable specification listed below:

Kind of Pipe	<b>Specification</b>
Polyethylene (PE) Plastic Pipe, (SIDR-PR) Based on	
Controlled Inside Diameter	. ASTM D 2239
PVC Pressure-Rated Pipe (SDR Series)	. ASTM D 2241

#### 3. FITTINGS AND JOINTS

Pipe joints shall conform to the details shown on the drawings. Pipe shall be installed and joined in accordance with the manufacturer's recommendations.

Joints may be bell and spigot type with elastomeric gaskets, coupling type with elastomeric gasket on each end, or solvent cemented. Gaskets shall conform to ASTM D 1869. Solvent cemented joints shall not be used for pond spillway pipes. Solvent cemented joints for PVC pipe and fittings shall be in accordance with ASTM D 2855. When a lubricant is required to facilitate joint assembly, it shall be a type having no detrimental effect on the gasket or pipe material.

Mechanical joints (split couplings and snap couplings) may be used when joining PE pipe and fittings when the pipe is used for non-pressure flow and a free draining sand or gravel bedding material is provided. Elastomeric-sealed mechanical joints shall be used when joining PE pipe and

fittings under pressure flow or where seepage cannot be tolerated. Where non-pressure pipe is specified, the fittings shall be of the same or similar materials as the pipe and shall provide the same durability and strength as the pipe.

A special case of livestock water supply involves pipes through a dam or embankment. Only PE pipe meeting the above specification may be used. PE pipe, of  $1\frac{1}{4}$ ,  $1\frac{1}{2}$ , or 2-inch diameter shall be installed so that there are no joints within the embankment area.

Where pressure pipe is specified, fittings shall have a design capacity equal to or exceeding that specified for the pipe to which it is attached. Fittings shall be cast iron, steel, one piece injection molded plastic fitting or fabricated from plastic pipe and one piece injection molded plastic fittings. Pressure pipe fittings shall conform to the requirements of the applicable specification listed below.

Kind of Fitting	<b>Specification</b>
Threaded PVC Plastic Pipe Fittings, Schedule 80	ASTM D 2464
PVC Plastic Pipe Fittings, Schedule 40	ASTM D 2466
PVC Plastic Pipe Fittings, Schedule 80	ASTM D 2467
Butt Heat Fusion (PE) Plastic Fittings for PE Plastic Pipe and Tubing	ASTM D 3261
Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals	ASTM D 3139
PVC Pressure Pipe, 4 in. through 12 in., for Water Distribution	AWWA C900
PVC Water Transmission Pipe, Nominal Diameters 14 in through 36 in	AWWA C905

#### 4. HANDLING AND STORAGE

Pipe shall be delivered to the job site and handled by means which provide adequate support to the pipe and does not subject it to undue stresses or damage. When handling and placing plastic pipe, care shall be taken to prevent impact blows, abrasion damage, and gouging or cutting (by metal surfaces or rocks). All special handling requirements of the manufacturer shall be strictly observed. Special care shall be taken to avoid impact when the pipe must be handled at temperatures of 40 degrees F (4.4 degrees C) or less.

Pipe shall be stored on a relatively flat surface so that the barrels are evenly supported. Unless the pipe is specifically coated to withstand exposure to ultraviolet radiation, it shall be covered with an opaque material when stored outdoors for a period of 15 days or longer.

#### 5. TRENCHING

Plastic pipe conduits shall be installed in trenches or plowed in according to the following methods:

- A. **Trencher Constructed** When conditions permit, trenching for pipelines, which are buried from 5 to 6 feet deep, are usually done with a narrow 4 to 6 inch wide chain trencher. Where there is little gravel and the ground is not too wet, these trenchers bring up well pulverized soil that makes good backfill material. Where rocks are not present, any of this material may be backfilled directly around the pipe. There is no practical way to compact the fill in these narrow trenches. The owner must be made aware that this material normally consolidates to its maximum extent in two to five years, but depressions or low spots can be hazards to livestock, humans and equipment.
- B. Backhoe Constructed Trench Backhoe trenches are usually a minimum of 12 inches wide. The material frequently comes out of the trench as clods, large chunks, and rocks. Immediately backfill over the pipe with 4 to 6 inches of soil that is free of these clods, large chunks, and rocks. If adequate excavated material is not available, then material such as sand or fine gravel should be imported and placed around the pipe to a depth of 4 to 6 inches over the top of the pipe. Fill the trench with the remaining excavated material.

C. **Plowing** – Plowing, or ripping, is a trenchless method for installing plastic pipe. It is a multi-stage process consisting of positioning a vibrating or static (non-vibrating) plow equipped with a trailing product guide which feeds pipe to the depth setting of the plow as it moves forward. The pipe is inserted into the ground continuously along a predetermined path and depth. The vertical depth of installation is controlled by hydraulic adjustment of the plow shear head and the surface contours. The depth of insertion must be continually adjusted to compensate for changes in terrain.

#### 6. LAYING AND BEDDING THE PIPE

Plastic pipe conduits and fittings shall be installed as shown on the drawings and specified herein. The pipe shall be laid so that there is no reversal of grade between joints, unless otherwise shown on the drawings. The pipe shall be placed with the bell end upstream, unless otherwise specified. The pipe shall be carefully placed on the bedding or into the pipe trench.

Care shall be taken to prevent distortion and damage during unusually hot (over 90 degrees F) or cold weather (under 40 degrees F). After the pipe has been assembled in the trench, it shall be allowed to reach ground temperature before backfilling to prevent pull out of joints due to thermal contraction.

The pipe ends and the couplings shall be free of foreign material when assembled. During the placement of the pipe, each open end of the pipeline shall be closed off by a suitable cover or plug at the end of work on the pipeline each day and until work resumes or installation is complete.

Perforated pipe shall be laid with the perforations down and oriented symmetrically about the vertical centerline. Perforations shall be clear of any obstructions when the pipe is laid.

Pipe shall be firmly and uniformly supported throughout the entire length. Bell-holes shall be made in the bedding under bells or couplings and other fittings to prevent the pipe from being supported by fittings.

- a. <u>Earth Bedding</u>. When bedding is specified, the pipe shall be firmly and uniformly bedded in a shaped bedding groove that closely conforms to the bottom of the pipe for a depth equal to a minimum of 1 inch or 5 percent of the diameter of the pipe, whichever is greater. The bedding material shall be free of rocks or stones greater than 0.5 inch diameter and earth clods greater than 2 inch diameter.
- b. <u>Sand or Gravel Bedding</u>. When sand or gravel bedding is specified, the pipe shall be firmly and uniformly placed on a sand or gravel bed. Sand or gravel fill shall be carefully placed and compacted as specified herein and as shown on the drawings.

A few installations of above ground pipelines have been noted. These installations are normally laid directly on the ground and very close to an existing fence line for protection. Only those pipelines designed to withstand exposure to ultraviolet radiation may be utilized for these installations. Adequate thrust control shall be incorporated in these installations.

#### 7. BACKFILL

The pipe shall be held down during backfilling to the top of the pipe to prevent its being lifted from its original placement.

Within 2 feet of the pipe, backfill shall be carefully placed and compacted by means of hand tamping or manually directed power tampers or plate vibrators to form a continuous uniform support around the pipe. Maximum thickness of layers before compaction within 2 feet of the pipe shall be 4 inches and at more than 2 feet from the pipe a maximum thickness before compaction shall be 9 inches. Unless otherwise specified, the initial backfill shall be compacted to a density equivalent to that of the adjacent fill or foundation materials.

The water content of cohesive backfill material shall be such that, kneaded in the hand, the soil will form a ball which does not readily separate. For non-cohesive sand and gravel backfill material, water content is not a concern for thin lifts.

## IA-61 LOOSE ROCK RIPRAP

#### 1. SCOPE

The work shall consist of the construction of loose rock riprap revetments, structures and blankets, including filter layers or bedding where specified.

#### 2. MATERIALS

Rock for loose rock riprap, filter layers or bedding shall come from sources approved by NRCS. The rock shall be excavated, selected and handled as necessary to meet the quality and grading requirements of this specification and the construction drawings.

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to sub rounded in shape. The least dimension of an individual rock fragment shall not be less than 1/3 the greatest dimension of the fragment unless otherwise specified on the construction drawings.

#### 3. SUBGRADE PREPARATION

The subgrade surfaces on which the riprap or bedding is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved materials and shall be compacted to a density equal to the adjacent existing soil material.

Rock materials shall not be placed until the foundation preparation is completed and the subgrade surfaces have been inspected and approved by NRCS.

#### 4. EQUIPMENT-PLACED ROCK RIPRAP

Rock shall be placed by equipment on the surfaces and to the depths specified. The riprap shall be constructed to the full thickness in one operation and in such a manner as to avoid serious displacement of the underlying materials. The rock shall be delivered and placed in a manner that will insure that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact, one to another, with the smaller rocks and spalls filling the voids between the larger rocks. Placement of rock shall begin at the bottom of the slope or downstream end of the structure.

Riprap shall be placed in a manner to prevent damage to structures. Hand placing will be required to the extent necessary to prevent damage to adjacent structures.

#### 5. HAND-PLACED RIPRAP

Rock shall be placed by hand on the surfaces and to the depths specified. It shall be securely bedded with the larger rocks firmly in contact, one to another. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on edge unless otherwise specified. Placement of rock shall begin at the bottom of the slope or downstream end of the structure.

#### 6. FILTER LAYERS OR BEDDING

When the drawings specify filter layers or bedding beneath riprap, the filter or bedding material shall be spread uniformly on the prepared subgrade surfaces to the depth specified. Compaction of filter layers or bedding will not be required, but the surface of such layers shall be finished reasonably free of mounds, dips or windrows.

## **IA-95 GEOTEXTILE**

#### 1. SCOPE

This work shall consist of furnishing all materials, equipment, and labor necessary for the installation of geotextile.

#### 2. MATERIAL QUALITY

Geotextile shall be manufactured from synthetic long chain or continuous polymeric filaments or yarns, having a composition of at least 95 percent, by weight, of polypropylene, polyester or polyvinylidene-chloride. The geotextile shall be formed into a stable network of filaments or yarns that retain their relative position to each other, are inert to commonly encountered chemicals and are resistant to ultraviolet light, heat, hydrocarbons, mildew, rodents and insects. Unless otherwise specified, the class and type of geotextile shall be as shown on the drawings and shall meet the requirements for materials that follow:

- a. <u>Woven Geotextile</u> shall conform to the physical properties listed in <u>Table 1</u>. The woven geotextile shall be manufactured from monofilament yarns that are woven into a uniform pattern with distinct and measurable openings. The geotextile shall be manufactured so that the yarns will retain their relative position with regard to each other. The yarns shall contain stabilizers and/or inhibitors to enhance their resistance to ultraviolet light or heat exposure. The edges of the material shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.
- b. <u>Nonwoven Geotextile</u> shall conform to the physical properties listed in <u>Table 2</u>. Nonwoven geotextile shall be manufactured from randomly oriented fibers that have been mechanically bonded together by the needle-punched process. In addition, one side may be slightly heat bonded. Thermally bonded, nonwoven geotextile, in addition to mechanically bonded, nonwoven geotextile, may be used for Road Stabilization. The filaments shall contain stabilizers and/or inhibitors to enhance their resistance to ultraviolet light or heat exposure.
- c. The geotextile shall be shipped in rolls wrapped with a protective covering to keep out mud, dirt, dust, debris and direct sunlight. Each roll of geotextile shall be clearly marked to identify the brand, type and production run.

#### 3. STORAGE

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.

#### 4. SURFACE PREPARATION

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 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).

#### 5. 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.

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.

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.

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. Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in drawings:

*Slope protection* – Class I or II as indicated in Tables 1 and 2.

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. Rock shall not be pushed or rolled over the geotextile.

Class I, unprotected – limit height for dropping stone onto bare geotextile to 3 feet.

Class II, protected – require the use of 6 inches a clean pit-run gravel over the geotextile to cushion the stone and limit the height of drop to 3 feet.

On slopes with strong seepage flow, the geotextile must be in intimate contact with the soil to prevent erosion of the soil surface. Use 6 inches of a clean pit-run gravel over the geotextile to hold it in place and minimize voids under the riprap. Embedment of the geotextile in a trench to form a cutoff at regular intervals down the slope will prevent erosion under the fabric. Place cutoffs more closely together in highly erodible soils and wider apart in more stable soils.

Subsurface drains – Class III as indicated in Tables 1 and 2.

The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet.

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*Road stabilization* – Class IV as indicated in Tables 1 and 2.

The geotextile shall be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed before the permanent covering material is placed.

Property	<b>Test Method</b>	Class I	Class II	Class III	Class IV
Grab tensile strength (pounds)	ASTM D4632	247 minimum	180 minimum	180 minimum	315 minimum
Elongation at failure (%)	ASTM D4632	< 50	< 50	< 50	< 50
Trapezoidal tear strength (pounds)	ASTM D4533	90 minimum	67 minimum	67 minimum	112 minimum
Puncture strength (pounds)	ASTM D6241	495 minimum	371 minimum	371 minimum	618 minimum
Ultraviolet light (% retained strength)	ASTM D4355	50 minimum	50 minimum	50 minimum	70 minimum
Permittivity (sec <sup>-1</sup> )	ASTM D4491		as	s specified	
Apparent opening size (AOS) <sup>2/</sup>	ASTM D4751		as	s specified	
Percent open area (POA) (%)	USACE <sup>3/</sup> CWO-02215-86		as	s specified	

### TABLE 1. REQUIREMENTS FOR WOVEN GEOTEXTILES 1/

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Maximum average roll value.

3/ Note: CWO is a USACE reference.

#### TABLE 2. REQUIREMENTS FOR NONWOVEN GEOTEXTILES 1/

Property	Test Method	Class I <sup>2/</sup>	Class II <sup>2/</sup>	Class III <sup>2/</sup>	Class IV <sup>2/</sup>
Grab tensile strength (pounds)	ASTM D4632 grab test	202 minimum	157 minimum	112 minimum	202 minimum
Elongation at failure (%)	ASTM D4632	50 minimum	50 minimum	50 minimum	50 minimum
Trapezoidal tear strength (pounds)	ASTM D4533	79 minimum	56 minimum	40 minimum	79 minimum
Puncture strength (pounds)	ASTM D6241	433 minimum	309 minimum	223 minimum	433 minimum
Ultraviolet light (retained strength) (%)	ASTM D4355	50 minimum	50 minimum	50 minimum	50 minimum
Permittivity (sec <sup>-1</sup> )	ASTM D4491		0.70 minin	num or as specified	
Apparent opening size (AOS) (mm) $^{3/}$	ASTM D4751		0.22 maxin	num or as specified	

1/ All values are minimum average roll values (MARV) in the weakest principal direction, unless otherwise noted.

2/ Needle punched geotextiles may be used for all classes. Heat-bonded or resin-bonded geotextiles may be used for class IV only.

3/ Maximum average roll value.

## IA-51 CORRUGATED METAL PIPE CONDUITS

#### 1. SCOPE

The work shall consist of furnishing and placing circular, arched or elliptical corrugated metal pipe and the necessary fittings.

#### 2. MATERIALS

Metallic-coated steel corrugated pipe and fittings shall be zinc-coated or aluminized, Type 2, and shall conform to the requirements of ASTM A 760 and A 929 for the specified type and size of pipe. Aluminum corrugated pipe shall conform to the requirements of ASTM B 745 for the specified type and size of pipe. All pipe is subject to the following additional requirements:

- A. When polymer coating is specified, pipe, coupling bands and anti-seep collars shall be coated in accordance with ASTM A 762. All riveted joints shall be caulked as described in paragraph B.
- B. Pipe with annular corrugations shall be furnished with caulked seams. Riveted pipe joints shall be caulked with a bituminous mastic material during fabrication to provide a watertight joint. All circumferential and longitudinal seams shall be caulked before riveting. This shall be accomplished by applying a uniform bead of the mastic compound to the inner lap surface before riveting such that when the rivets are in place, all voids are filled and a coating of mastic is between the lap surfaces. The inner surface of coupling bands shall be asphalt coated in the field prior to installation. A neoprene gasket having a minimum thickness of 3/8 inch and a minimum width of 7 inches may be used in lieu of mastic coated coupling bands.
- C. Welded or lock seams in helical corrugated pipe are considered to be watertight.
- D. When close riveted pipe is specified: (1) the pipe shall be fabricated so that the rivet spacing in the circumferential seams shall not exceed 3 inches, except that 12 rivets will be sufficient to secure the circumferential seams in 12-inch pipe, and (2) in those portions of the longitudinal seams that will be covered by the coupling bands, the rivets shall have finished flat heads or the rivets and holes shall be omitted and the seams shall be connected by welding to provide a minimum of obstruction to the seating off the coupling bands.
- E. Double riveting or double spot welding of pipe less than 42 inches in diameter may be required. If specified, the riveting or welding shall be done in the manner specified for pipe 42 inches or greater in diameter.

#### 3. COUPLING BANDS

Coupling bands shall meet the requirements of the table below or have detailed drawings submitted for approval by the State Conservation Engineer. Coupling bands shall be of the same minimum thickness (gage) as the pipe being connected.

Description of Coupling Band	Maximum Fill Height, Ft.	Maximum Pipe Diam., In.
24-inch wide coupling band with four 1/2-inch Diam. galvanized rods with tank lugs for annular or helical corrugated metal pipe. Bands shall have a minimum lap of 3 inches.	All	All
Hugger band from Armco Steel Corp. for helical corrugated metal pipe with reformed ends; and for annular corrugated pipe. Bands include O-ring gaskets and two 1/2-inch Diam. galvanized rods and lugs. $\frac{1}{2}$	35	48
Hugger band without rods and lugs but including O-ring gaskets. $\frac{1}{2}$	20	24
Angles riveted or welded to a coupling band and drawn tight with bolts. Bands shall be a minimum of 7 corrugations wide and have a minimum lap of 2 inches.	35	15
Flanged couplings for helical corrugated pipe welded to the ends of the pipe and field assembled by a minimum of 3/8-inch Diam. bolts. A joint sealer shall be placed between the flanges to ensure water tightness.	25	12

1/ Use is limited to sites where soft foundation and conduit elongation is not anticipated.

#### 4. FABRICATION

Fabrication of all appurtenances shall be done as shown on the drawings. All appurtenances shall be made of metallic-coated steel when corrugated steel pipe is used and aluminum when used with aluminum pipe. Dissimilar metals shall not be installed in contact with each other.

#### 5. REPAIR OF DAMAGED COATINGS

The Contractor shall place the pipe without damaging the pipe or coatings. The pipe shall be transported and handled in a manner to prevent damage to the pipe or coating.

Breaks, scuffs, or other damage to the various coatings shall be repaired as follows:

- A. Metallic Coating by thoroughly wire brushing the damaged area and cleaning with solvent, and then painting two coats of one of the following paints:
  - (1) Zinc Dust Zinc Oxide Primer conforming to ASTM D 79 and D 520.
  - (2) Single package, moisture cured urethane prime in silver metallic color.
  - (3) Zinc-rich cold galvanized compound, brush, or aerosol applications.

B. Polymer Coating - apply two coats of polymer material similar to and compatible with the durability, adhesion and appearance of the original polymer coating. The repair coating shall be a minimum thickness of 0.010 (10 mils) after drying and shall bond securely to the pipe.

#### 6. LAYING AND BEDDING THE PIPE

The pipe shall be laid to the line and grade shown on the drawings and shall be firmly and uniformly bedded throughout its entire length. Details of the bedding are as shown on the drawings.

The pipe shall be laid with the outside laps of circumferential joints pointing upstream and with longitudinal laps on the sides at approximately the vertical mid-height of the pipe. Field welding of corrugated galvanized steel pipe will not be permitted. The pipe sections shall be joined with coupling bands.

#### 7. BACKFILLING

Special care shall be taken during backfill operations not to disturb the grade and alignment.

The pipe shall be tied down or loaded sufficiently during backfilling around the sides to prevent its being lifted from the bedding.

Backfill material shall have sufficient moisture so that optimum compaction can be obtained. Backfill around the pipe shall be placed in layers not more than 4 inches thick before compaction.

Each layer of backfill shall be compacted with power tampers, hand tampers, or plate vibrators to the same density requirements as specified for the adjacent embankment. Backfill over and around the pipe shall be brought up uniformly on all sides. The passage of earth moving equipment will not be allowed over the pipe until backfill has been placed above the top of the pipe surface to a depth of two (2) feet.

## IA-412 GRASSED WATERWAYS

#### 1. SCOPE

The work consists of all excavations, shaping, grading, and earthfill required to construct the waterways as shown on the drawings or as staked in the field. It is the land user's responsibility to locate any existing tile that may be under, along, or crossing the waterways prior to construction. The NRCS is not responsible for any tile damaged during construction.

#### 2. MATERIALS

The earth materials used in constructing the earthfill portions of the waterways shall be suitable material obtained from the waterway channel or other approved sources. The fill material shall be free from brush, roots, frozen material, sod, stones over 6 inches in diameter, or other objectionable material.

#### 3. FOUNDATION PREPARATION

All trees, stumps, brush and debris shall be removed from the site and disposed of so that they will not interfere with construction or proper functioning of the waterway. In fill sections, trees and stumps may be sawed off at a height not exceeding 6 inches above natural ground, provided that the final grade is four feet or more above the top of the stumps.

#### 4. PLACEMENT

Fill will not be placed until the required foundation preparation is complete. Smooth surfaces where fill material is to be placed shall be scarified to insure bonding. Fill shall not be placed upon a frozen surface.

Fill will be placed in approximately uniform horizontal layers of not more than 9 inches in thickness. The moisture content of the material shall be sufficient to obtain firm and suitable compaction. Compaction shall be obtained by routing the hauling and spreading equipment over the fill in such a manner that the entire surface of each layer will be traversed by not less than one tread track of the loaded equipment, or equivalent methods approved by the inspector.

#### 5. EXCAVATION

Excavation shall be to the lines and grades shown on the drawings or staked in the field. All surplus and unsuitable excavated materials will be disposed of at locations shown on the drawings or at locations approved by the inspector. Spoil shall not be placed where it will block the flow of water into the waterway, except as shown on the plan for the construction of temporary diversions.

Where infertile subsoil will be exposed by construction operations, topsoil shall be stripped, stockpiled, and spread on infertile areas after excavation is completed. Areas to be topsoiled shall be undercut so that the finished surface is a design grade after topsoiling is complete.

The area adjacent to the upper end of the waterway shall be graded to divert upper watershed flows into the newly constructed waterway. The outlet end of the waterway shall be left in a stable condition after construction is complete.

#### 6. DIVERSIONS

Temporary or permanent diversions shall be constructed as shown on the plans or staked in the field.

Temporary diversions constructed around the top and sides of the waterway to divert runoff water from the new grass seeding shall be removed following seeding establishment. Spoil from this operation shall not permanently block runoff from adjacent land from entering the waterway and may be placed to help ensure runoff enters the waterway in the future.

### 7. TOLERANCES

The waterway shall be constructed to the specified width, depth, and grade. The constructed waterway shall present a workmanlike finish with uniform grades and cross sections.

The quarter points of a parabolic waterway shall be constructed to the required elevation plus or minus 10% of the depth. For example, if the waterway has a depth of 1.0 ft., the tolerance is plus or minus 0.1 ft.

The side slopes of a trapezoidal waterway shall be constructed to the required slope plus or minus 10% of the slope when expressed as a ration xH:1V. For example, if the required side slope is 8H:1V, the tolerance is plus or minus 0.8 and the constructed side slope shall be in the range of 7.2H:1V to 8.8H:1V.

Depth shall be measured at one-half the design width from the centerline at the lowest side of the waterway.

In addition to the tolerances stated above, Case 1 shall apply unless Case 2 is specified in Section 9, Additional Requirements. In all cases, no flat or reverse grades will be allowed.

Case 1: The center of parabolic waterways and the bottom of trapezoidal waterways shall be constructed to the required elevations with allowable tolerances as follows:

- For waterway slopes 1.5% or less: plus or minus 0.1 ft.
- For waterway slopes greater than 1.5%: plus or minus 0.2 ft.

Case 2 (Applies only to waterways with grades over 1.5%): Each reach of the grassed waterway shall be constructed to the specified depth and grade, with allowable tolerances as follows:

- The constructed depth plus or minus 0.2 ft.
- The constructed grade plus or minus 10% of the design grade. For example, if the waterway reach has a design grade of 3%, the tolerance is plus or minus 0.3% and the constructed grade shall be within the range of 2.7-3.3%.

#### 8. SEEDING

A protective cover of vegetation shall be established on all surfaces of the areas disturbed by construction as shown on the plans or staked in the field. Seeding and mulching shall be performed in accordance with the IA-CPA-4, Seeding Plan, and Construction Specification IA-6, Seeding and Mulching for Protective Cover.

#### 9. ADDITIONAL REQUIREMENTS



# **Conservation Cover**

Natural Resources Conservation Service Des Moines, Iowa

## Definition

Establishing and maintaining permanent vegetative cover.

### Purpose

This practice may be applied to accomplish one or more of the following:

- » Reduce soil erosion and sedimentation.
- » Improve water quality.
- » Improve air quality.
- » Enhance wildlife, pollinator, and beneficial organism habitat.
- » Improve soil quality.

## Condition Where Practice Applies

This practice applies on all lands needing permanent vegetative

cover. This practice does not apply to plantings for forage production or to critical area plantings.

## **Criteria for Conservation Cover**

#### A. Seeding Periods

Permanent, perennial vegetative cover and/or shrubs will be established during the first recommended seeding or best planting period for the selected species or mixture. Planting dates are outlined on Table 1 of this job sheet.

#### **B.** Fertilizer and Lime Requirements

Soil fertility and pH level will be amended on introduced species to satisfy the needs of the specific plant species planned. Soil samples will be collected on the area to be seeded according to the protocol in ISU CROP 3108 "Take a good soil sample to help make decisions." Samples will be tested at a state approved testing laboratory.

» <u>Introduced Species</u> - Recommendations will be based on pastureland, according to ISU Extension publication PM 869 "Fertilizing Pastures for Conservation Cover Establishment." Lime



recommendations will be developed from Table 16 of ISU PM 1688 "General Guide for Crop Nutrient Recommendations in Iowa." Soil tests that are less than four years old may be used to make recommendations.

Fertilizer or lime will not be used when establishing seeding in Hydrologic zones B, C, or D, including floodplain filter strips as outlined in Technical Note #27, Guidance on Seeding for Pothole, Floodplain, and Other Wetlands.

» <u>Native Species</u> - For native grass and forb establishment, no N, P, K, or lime is required.

#### C. Companion Crop

» Introduced Species - Companion crops are required on tilled fields and where slopes are >5%. Companion crops will not be required in fields that are no-tilled into existing residue, if the residue is adequate to reduce soil erosion. A Companion crop of spring cereal grain at the rate of 1 bushel/acre will be drilled or broadcasted. See Table 4 in the 327 Job Sheet for a list of acceptable companion crops. The companion

## Iowa Job Sheet

lowa Conservation Practice 327 May 2017 crops shall be clipped 4-6 inches high at the time of seed head emergence to promote growth of the new permanent cover. The use of the companion crop is not required when interseeding, and is optional for all other seeding periods outside the spring seeding period.

 <u>Native Species</u> - Companion crops are required on tilled fields, and where slopes are >5%. Companion crops will not be required in fields that are no-tilled into existing residue, if the residue is adequate to reduce soil erosion. A companion crop of spring cereal grain at the rate of 1 bushel/acre will be drilled or broadcasted. See Table 4 in the 327 Job Sheet for a list of approved companion crops. The companion crop will be clipped 8 inches high at the time of seed head emergence to promote growth of the new permanent cover.

#### D. Seedbed preparation and Seeding

- 1. Perennial vegetation must be killed prior to seeding.
- 2. Conventional seeding for spring, late summer, and dormant seeding periods where site conditions allow for safe operation of equipment.
  - » The seedbed shall be worked to a depth of 3", smooth, friable and firm before seeding. Native seedings will be rolled or cultipacked before and after seeding.
  - » All tillage operations shall be performed across the general slope of the land.
  - » Seeds shall be drilled uniformly over the area at a 1/8 - 1/4 inch depth depending on site conditions, or broadcast uniformly over the area and rolled/ harrowed into the seedbed. Native forbs will be seeded no deeper than 1/8-inch and must be rolled, not harrowed.
  - » Where erosion is a concern prepare a seedbed with tillage tool that will leave enough residue or mulch to provide adequate protection.
- 3. No-till seeding for spring, late summer and dormant seeding periods where site conditions allow for safe operation of equipment.
  - » Approved herbicides shall be applied to kill or suppress existing weed competition prior to planting, as necessary. Herbicides will not be used in grassed waterways or filter strips adjacent to wetlands or other waterbody, unless it is labeled for use adjacent to or over water.
  - » A drill designed for no-till planting shall be used to plant the seed at a depth of 1/8 - 1/4-inch

depending on site conditions. Native forbs will be seeded no deeper than 1/8-inch.

- 4. Dormant seeding is done after soil temperatures drop below what is needed for seeds to germinate in the fall (4-inch soil temperature is less than 50 degrees) and before frost is completely out in the spring. This generally occurs around Nov. 15.
  - » Seeding in cornstalks or sod can be done conventionally by preparing the seedbed with tillage, or no-tilled provided there is sufficient seed to soil contact.
  - » On tilled ground, soybean stubble, or corn fields that had residue (burned or removed), the seed may be broadcasted and rolled to provide seed to soil contact and prevent seed from blowing away from site. This shall be done when the top 1-2 inches are thawed to ensure good seed to soil contact.
- 5. Frost Seeding is done when the ground is frozen at night and thaws during the day. Seed is incorporated by the freezing and thawing. No additional incorporation is required.
  - » Species approved for frost seeding are shown in Table 2. Native species suitable for frost seeding are debeard or smooth coated species.
  - » Frost seeding is not recommended on corn stalks or high residue fields.
  - » Frost seeding cannot be done on ground with ice cover, crusted snow, or snow depth > 4 inches.

#### E. Seeding Stand Improvement

This includes any stand modification that maintains some vegetative component of the original stand.

- 1. Incorporation of grasses, forbs and/or legumes with light tillage:
  - » When interseeding into existing sod, graze, burn, mow or apply herbicides to suppress existing vegetation and to control weed competition. Herbicides will not be used in grassed waterways or filter strips adjacent to wetlands or other waterbody, unless it is labeled for use adjacent to or over water.
  - » Use a disk, field cultivator, or similar tool to disturb 40-50% of the existing stand.
  - » Grasses, forbs and/or legumes shall be drilled uniformly over the area at 1/8 - 1/4-inch depth, or broadcast uniformly over the area and rolled into the seedbed. Native forbs will be seeded no deeper than 1/8-inch.

- » Harrow may be used to incorporate seed for introduced species only.
- » Remove early spring regrowth by mowing to reduce competition and allow the new seedlings to become established.
- 2. Incorporation of grasses and/or legumes with notillage (interseeding) for spring, late summer and dormant seeding periods:
  - » When interseeding into existing sod, graze, burn, mow or apply herbicides to suppress existing vegetation and to control weed competition. Herbicides will not be used in grassed waterways or filter strips adjacent to wetlands or other waterbody, unless it is labeled for use adjacent to or over water.
  - » Control weeds prior to seeding.
  - » Grasses, forbs and/or legumes shall be drilled uniformly over the area at 1/8 - 1/4-inch depth. Native forbs will be seeded no deeper than 1/8inch.
  - » Remove early spring regrowth by mowing to reduce competition and allow the new seedlings to become established.
- 3. Incorporation of grasses and/or legumes with frost seeding.
  - » When interseeding into existing sod, graze, burn, mow or apply herbicides to suppress existing vegetation and to control weed competition. Herbicides will not be used in grassed waterways or filter strips adjacent to wetlands or other waterbody, unless it is labeled for use adjacent to or over water.
  - » Broadcast species only approved for frost seeding as shown in Table 2. Small, smooth (shiny) seeded species are best for incorporation into the soil during freezing and thawing.
  - » Frost interseeding is only allowed if existing stand is weak and less than 50 percent of the ground is covered with perennial vegetation.

#### F. Seed Quality

- 1. All seed shall be of high quality and comply with Iowa Seed and Weed Laws.
- 2. Cool season (introduced) grass and legume seeding rates are expressed in pounds/acre of Pure Live Seed (PLS) where PLS = (% germination + dormant seed) X % purity).
- 3. Native grass species seeding rates are expressed in PLS pounds/acre. Either the germination test or Tetrazolium (TZ) test is acceptable to determine PLS for native species.

#### G. Approved Plant Species and Seeding Rates.

Plant species and cultivars shall be selected based upon the adaptation to site conditions, including moisture regime and landscape preference. See the Native Seeding Calculator.

#### Introduced Species

The pure stand rates in table 2 of this Job Sheet are the minimum rates for planting a single species stand into well-prepared seedbed at the proper placement. The pure stand rates are decreased to a percentage of the desired stand when used to calculate a mixture of two or more species. Select combinations of plant species and cultivars best adapted to site conditions.

- » Approved introduced plant species, allowable mixture composition and the pure stand seeding rate are shown in Table 2.
- » A designed seeding mixture shall meet criteria specified in table 2 as to species composition and seeding rate.
- » For seedings used for erosion control, at least 50% of mixture shall be composed of grasses.
- » Tall Fescue shall not compose more than 10% of the mixture if the primary or secondary purpose is for wildlife.
- » Mixtures may include up to 20% native species. Use the criteria for the predominant species in the mixture for stand establishment.

#### Native Species

The Iowa Native Seeding Calculator will be used to develop the Native Seeding mixture. Approved native species are determined by county location, longevity of stand, and moisture regime. They are presorted when using the calculator. The user must select moisture regime, seeding type (prairie, savanna, wetland) and longevity.

- » A designed seeding mixture shall meet criteria specified in the Iowa Native Seeding Calculator as to species composition and seeding rate. At least 25 percent by # of seeds/sq. ft. (10 seed/sq. ft.) of the mixture shall be composed of grasses. For wildlife mixtures not more than 4 seeds/sq. ft. of the total mixture will be composed of switchgrass and not more than 8 seeds/sq. ft. of Canada wild rye. Some programs may be more restrictive.
- » When developing seeding plans, except eastern gramma grass, use 40 seeds/sq. ft. for pure grass stands. Grass and forb mixtures use 10-30 seeds/ sq. ft. for the grass component and a minimum of 10-30 seeds/sq. ft. for the forb component. (The sum of the grass and forb mixtures total 40 total

seeds/sq. ft.) Seeding mixtures composed of 20 seeds/sq. ft. or less may only be used on 5 percent slopes or less, unless a nurse crop of 1 bu/ac is used, or on any land if the mix is no-tilled.

- » When using a grass/forb mixture, develop a mix of tall, medium and short species. This allows for more light penetration to promote the forb component.
- » For diverse prairie restorations and pollinator plantings with a minimum of 10 species or more, no more than 20% of the total mix can comprise of a single species of grass and 10% of the total mix can comprise of a single species of forb. No more than 33% of the stand can be comprised of early successional species. Early successional species is defined as a species with a Coefficient of Conservatism (CC) ≤ 3.
- » Mixtures may include up to 20 percent introduced forbs, of which no single introduced forb species may comprise more than 10 percent of the mix. The percentage is based on the total grass and forb mix. Use stand establishment and seeding criteria for native plants when including introduced forbs. Although introduced legumes are allowed in native mixtures, it is not recommended for prairie restoration efforts.
- » Annual and biannual forbs/legumes are to be limited to no more than 20% by # of seeds/sq. ft. of the forb/legume component, and no more than 20% of any one species of total mix.
- » For long-term prairie reconstruction, use local source identified seed. Refer to Technical Note 28, "Guidance for Seeding Natives on Prairie Reconstruction Sites."
- » When planting within one mile of an existing native prairie remnant, the native seeding will be a local ecotype or source identified (seed harvested from remnant sites). Refer to Technical Note 28, "Guidance for Seeding Natives on Prairie Reconstruction Sites."

Additional Criteria for Enhancing Wildlife Habitat

- » Grasses, forbs, shrubs, and/or legumes shall be planted in a diverse mix to promote biodiversity and meet the needs of the targeted species of wildlife.
- » Tall fescue shall not compose more than 10% (or 4 seeds/sq. ft.) of the mixture if the primary or secondary purpose is wildlife.
- » When developing seeding plans for wildlife, restoration or reconstruction of pothole,

floodplain, and other wetland ecosystems, consider the soils, moisture regimes, and topography of the site to develop seeding mixtures to meet the site characteristics. See Agronomy Technical Note 27, "Guidance on Seeding For Pothole, Floodplain, and other Wetlands."

- » Any mowing after seeding establishment, except for noxious weed control will be done outside primary nesting season, May 15 to Aug. 1, to protect nesting wildlife.
- » Annual mowing of an entire field is not permitted.
- » For pollinator and monarch habitat, refer to appropriate Job Sheet or habitat guide.

#### H. Management during the Establishment Year

Weed control during the establishment year shall be provided to ensure survival of the new permanent seeding.

- To manage weed competition, native species may be mowed no closer than 8 inches and introduced species no closer than 4 inches. Mow to allow for sunlight to get down to young seedlings and reduce the amount of thatch from covering the stand. Mowing should start before vegetation reaches a height of 18 inches, and continue about every two weeks throughout the first growing season. Mow at least once in the second season. Additional mowing beyond that will be based on the amount of weed pressure.
- 2. Approved herbicides may be used on both cool and native plantings to control weed species.
- 3. When establishing forbs with warm season grasses, the cover will be suppressed by mowing, grazing, chemicals or burning in the second season to avoid grasses or weeds from shading out the forbs.

#### I. Establishment of Temporary Cover

Temporary cover may be required to reduce potential weed and erosion problems where one of the following conditions exists:

- 1. Fields with herbicide carry over.
- 2. Where planting is delayed due to unavailability of seed.
- 3. The normal planting period has passed.
- 4. Delayed planting to ensure previous perennial vegetation is terminated.

The temporary cover shall be seeded as specified in Table 3.

#### Table 1. Seeding dates for introduced and native species

Type of Seeding	Introduced Species <sup>2</sup> (Grasses and Legumes)	Native Species <sup>3</sup>
Spring	March 1 - May 15	April 1 - July 1
Late Summer	August 1 - September 15	Not Recommended
Dormant <sup>1</sup>	November 15 - March 1	November 15 - March 31
Frost⁴	February 1 - March 15	February 1 - March 31

1 Only if seed can be incorporated by drilling or cultipacking to ensure seed to soil contact can be obtained and reduce predation. 2 Includes all species generally considered introduced.

3 Includes all warm and cool season natives planted in mixture.

4 Refer to Table 2 for applicable Introduced plant species. Native species suitable are debeard or smooth coated.

"Seeding cannot be done on ground with ice cover, crusted snow, or snow depth greater than 4 inches."

#### Table 2. Seeding chart for introduced plant species

	% of Mixture (Range Allowed)			
Plant Species	Grassland <sup>2</sup> & Wildlife	Trees and Shrubs	Seeding Rate PLS/acre	
Grasses				
Kentucky bluegrass	0-100	0-10	5	
Orchardgrass	0-50	0-100	8	
Smooth bromegrass	0-100	0	10	
Tall fescue <sup>1</sup>	0-25	0	8	
Timothy <sup>1</sup>	0-50	0-100	4	
Red top <sup>1</sup>	0-50	0-100	3	
Intermediate wheatgrass	0-25	0	10	
Perennial rye <sup>1</sup>	0-25	0-50	10	
Legumes				
Alfalfa <sup>1</sup>	0-100	0-50	10	
Alsike clover <sup>1</sup>	0-50	0-50	4	
Kura clover <sup>1</sup>	0-50	0-50	8	
White clover <sup>1</sup>	0-50	0-50	3	
Red clover <sup>1</sup>	0-50	0-50	8	

1 Species suitable for frost seeding.

2 Mixtures may include 20% native grasses. See the Iowa Native Seeding Calculator for seeding rates. Use the criteria for the predominate species in the mixture for establishment.

#### Table 3. Temporary Seeding Recommendations

Fields with atrazine <sup>1</sup> carryover, lack suitable seed or late planting date		
Sudangrass	20 lbs./acre	
Sorghum-Sudangrass hybrid	20 lbs./acre	
Corn	2 bushels/acre	
Fields where planting is delayed, due to lack of suitable seed or late planting date		
Fields where planting is delayed, due to lack of suital	ole seed or late planting date	
<b>Fields where planting is delayed, due to lack of suital</b> Oats	ole seed or late planting date 3 bushels/acre	

1 For other carryover problems, check with the area office.

#### Table 4. Companion Crop Recommendations

Spring Grain	
Oats	1 bushel/acre
Spring Wheat	1 bushel/acre
Spring Barley	1 bushel/acre