Section 1107. Legal Relations and Responsibility to the Public

1107.01 LAWS TO BE OBSERVED.

A. The Contractor is presumed to be familiar with all laws, ordinances, and regulations that may in any manner affect those engaged or employed upon the work, or materials or equipment used in or upon the work, or that may in any way affect the conduct of the work. The Contractor shall so conduct the work that conflict with any such laws, ordinances, or regulations will be avoided, and the Contractor shall save harmless the Contracting Authority and its representatives against any claims arising from violation thereof.

B. The provisions of Chapter 73, Code of Iowa, concerning preference for Iowa products and labor shall not apply to contracts involving work financed wholly or in part by the Federal Government.

C. All contractors must register with the Labor Commissioner as required by the Code of Iowa, Chapter 91C. For State contracts, this registration must be on file prior to the award of contract.

D. Contractors shall indicate whether or not they are an "out of state contractor", as defined in Iowa Code Section 103A.3.

E. Except for contracts that are for materials only, all out of state contractors shall file a surety bond for contracts involving non-Federal-aid projects in excess of $5,000 in value prior to commencing a contract. This surety bond shall be filed in accordance with the Code of Iowa, Section 91C.7. It shall be filed with the Division of Labor Services of the Department of Workforce Development. The value of this surety bond shall be $1,000 or 5% of the total contract amount, whichever is greater.

1107.02 INSURANCE.

A. Liability Insurance for All Projects.

1. It shall be the Contractor's responsibility to have liability insurance covering all of the construction operations incident to contract completion and the Contractor must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor including a subcontractor, persons employed by a subcontractor, or by an independent contractor.

2. In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.

3. The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:

General Liability, Including:	BODILY INJURY	
Independent Contractors	$500,000	Each Occurrence
Contractual Liability,	$500,000	Aggregate
Products and Completed Operations	PROPERTY DAMAGE	
	$250,000	Each Occurrence
	$250,000	Aggregate
	or	
	BODILY INJURY AND PROPERTY DAMAGE - COMBINED SINGLE LIMIT*	
	$750,000	Each Occurrence
	$750,000	Aggregate

*A comprehensive Catastrophe Liability Policy (Umbrella) can be used to aid in achieving the minimum required limits.

4. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor from receiving further contract awards, as provided in Article 1103.01.

B. Insurance When Working In Railroad Right-of-Way.

1. General.
This section shall apply when specified in the proposal form. When work is to be performed within railroad right-of-way, this specification prescribes provisions for Public Liability and Property Damage Insurance obtained by the Contractor for their own operations; and on behalf of railroads on or about whose right-of-way the Contractor is required to work in during the construction of highway projects.

2. Applicability.
This specification applies to the following:

a. To Contractor's legal liability for bodily injury to or death of persons and for injury to or destruction of property.

b. To the liability which may attach to railroads for bodily injury to or death of persons and for injury to or destruction of property.

c. To damage of property owned by or in the care, custody, or control of the railroads, both as liability or damage may arise out of the Contractor's operations, or may result from certain work, described in Article 1107.02, B, 5, that may be performed by railroads at or about railroad rights-of-way, in connection with the construction of highway projects.

3. Contractor's Public Liability and Property Damage Insurance.

a. The Contractor may be subject to liability with respect to bodily injury or death of persons, and damage or destruction of property, which may be suffered by persons other than their own employees as a result of their operations in connection with construction of highway projects located wholly or partly within railroad right-of-way. Protection to cover such liability of the Contractor shall be furnished under regular Public Liability and Property Damage Insurance policies issued in the name of the Contractor. These policies shall be written to furnish protection to the Contractor respecting their operations in performing work covered by their contract.

b. When the Contractor sublets a part of the work on any project to a subcontractor, the Contractor shall secure insurance protection in the Contractor's own behalf under the Contractor's Public Liability and Property Damage Insurance policies to cover any liability imposed on the Contractor by law for damages because of bodily injury or death of persons and damage or destruction of property as a result of work undertaken by these subcontractors. In addition, the Contractor shall provide for and on behalf of any such subcontractor's protection to cover like liability imposed upon the latter as a result of their operations by means of separate and individual Public Liability and Property Damage policies; or, in the alternative, each subcontractor shall provide satisfactory insurance on the subcontractor's own behalf to cover the subcontractor's individual operations.

c. The Contractor shall furnish to the Department evidence that the insurance coverages required herein have been provided. The Contractor shall also furnish a copy of this evidence to the railroad or railroads involved. The insurance specified shall be kept in force until all the work required to be performed shall have been satisfactorily completed and accepted in accordance with the contract under which the construction work is undertaken.

4. Railroad Protective Insurance.
In connection with highway projects for the elimination of hazards of railroad highway crossings and other highway construction projects wholly or partly within railroad right-of-way, railroad protective liability insurance shall be purchased on behalf of the railroad by the Contractor. The standards for railroad protective insurance established by this specification shall be adhered to insofar as the insurance laws of the State will permit.

5. **Standards for Railroad Protective Insurance.**
   a. Coverage shall be limited to damage suffered by the railroad on account of occurrences arising out of the work of the Contractor on or about the railroad right-of-way, independent of the railroad's general supervision or control, except as noted in Paragraph b, 4, b below.
   b. Coverage shall include:
      1) The death of or bodily injury to passengers of the railroad and employees of the railroad not covered by State Workmen's Compensation laws,
      2) Personal property owned by or in the care, custody or control of the railroads,
      3) The Contractor, or any of the Contractor's agents or employees who suffer bodily injury or death as a result of acts of the railroad or its agents, regardless of the negligence of the railroad, and
      4) Negligence of only the following classes of railroad employees:
         a) Any supervisory employee of the railroad at the job site,
         b) Any employee of the railroad while operating, attached to, or engaged on, work trains or other railroad equipment at the job site which are assigned exclusively to the Contractor, or
         c) Any employee of the railroad not within a) or b) above who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, the cost of whose services is borne specifically by the Contractor.
   c. The maximum dollar amounts of coverage with respect to bodily injury, death, and property damage is limited to a combined amount of $2 million per occurrence with an aggregate of $6 million applying separately to each annual period.

6. **Form of Insurance Policy.**
   The policy forms and endorsements shall be those adopted by the companies for use in the State of Iowa.

7. **Payment.**
   Payment to the Contractor for insurance required in the contract documents shall be considered as incidental to other items in the contract.

1107.03 PERMITS, LICENSES, AND TAXES.

The Contractor shall procure all necessary permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incident to the due and lawful prosecution of the contract.

1107.04 PATENTED DEVICES, MATERIALS, AND PROCESSES.

A. The Contractor and Contract Surety shall indemnify and save harmless the Department, any affected third party, or political subdivision from any and all claims for infringement by reason of the use of any patented or copyright item.

B. The Contractor shall indemnify the Department for costs, expenses, and damages that may be obligated for payment by reason of an infringement during the prosecution of the work or after completion of the project.

1107.05 RESTORATION OF SURFACES OPENED BY PERMIT.

A. Prior to final acceptance, if any repairs to the roadway are necessary due to construction or repair of drains or sewers, laying or repairing of pipes or conduits for telegraph or electric wires, or from any other disturbance of the roadway under permission issued by the Contracting Authority, the Contractor shall, upon notification by the Engineer, immediately make necessary repairs in conformance with the contract documents. These repairs shall be paid for per Article 1109.03, B; however, compensation will not be allowed when these repairs are made necessary by the Contractor's negligence or carelessness.

B. The Contractor shall not authorize any person or persons to make an opening in the roadway unless a permit, duly authorized by the Contracting Authority, is presented.

1107.06 FEDERAL PARTICIPATION.

A. The attention of the Contractor is directed to the provisions of an act of Congress known as Title 23, United States Code, Section 1 and any other acts of Congress providing for road improvements. When the Federal Government is to pay all or any portion of the cost of an improvement or project, the construction work, although it is under the supervision of the Department and subject to laws of the State of Iowa, is also subject to the above mentioned acts of Congress and to all authorities. This construction work shall be subject to inspection by duly authorized agents of the Federal Government, but this inspection will not make the Federal Government a party to the contract.

B. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Engineer may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1% of the contract sum or $2,500, whichever is greater. The Contractor shall certify that these materials are of domestic origin.

1107.07 SAFETY, HEALTH, POLLUTION, AND SANITATION.

A. In the performance of the contract, the Contractor shall comply with all applicable laws, rules, regulations, and ordinances governing safety, health, pollution, sanitation, noise control, and disposal of waste materials. The Contractor shall also make available such additional safeguards, safety devices, protective equipment, and take such actions as are reasonably necessary to protect the life and health of employees and the public. Violations of properly promulgated laws, rules, regulations, and ordinances reported to the Engineer by responsible agencies may result in the issuance of a suspension order until such time as the violation is corrected.

B. The Contractor shall make adequate provisions satisfactory to the Engineer for safety of inspectors, particularly at sampling locations. Provisions shall include guards for moving belts, pulleys, and wheels near the sampling point and a stable platform when sampling is to be done from an elevated location.

C. There shall be suitable retention dams in areas where approved liquid asphalt materials or asphalt binder are stored and used, to minimize pollution of nearby areas from effects of normal rains. The Contractor shall take other necessary precautions to prevent pollution of streams, lakes, ponds, reservoirs, and other areas with fuels, oil, bitumens, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

D. Machinery must be properly maintained at all times in order to limit engine noise as well as other extraneous noise.

E. When directed by the Engineer, and with no additional compensation, the Contractor shall apply water to the construction area and haul routes, as necessary, to prevent the spread of dust. On Primary Roads and Primary Road extensions, on temporary Primary Road haul roads, and when designated in the contract documents construction areas adjacent to Primary Roads on which traffic is maintained, the Contractor will be paid for watering ordered by the Engineer at the rate of $15 per thousand gallons ($4 per kL).

1107.08 PUBLIC CONVENIENCE AND SAFETY.

A. If traffic is to be maintained through the project, the Contractor shall conduct the work to assure the least possible obstruction to access by the residents along the project. The Contractor shall schedule and conduct the work in such a way as to provide for their safety and convenience. Work and materials required by the Engineer for public convenience and safety in excess of that provided for in the contract documents will be paid for per Article 1109.03, B.

B. Whenever it is practical to do so, the Contracting Authority will close the portion of the road under construction, provide a detour, and cause suitable detour signs to be erected to mark such detour.

C. When it is not practical for the Contracting Authority to close the road for construction, the Contractor will be expected to perform the work under traffic. The contract documents will indicate this fact and provide instruction for handling traffic through the work. Unless otherwise stated in the

contract documents, all work shall be performed by the Contractor between the hours of 30 minutes after sunrise to 30 minutes before sunset.

D. Except when the contract documents indicate the road is to be closed, during all pavement widening, base widening, and HMA resurfacing work, traffic will be permitted to use the routes involved at all times and shall not be delayed unnecessarily. Where a pavement or base is being widened, the machine depositing material shall operate within the designated work area. Construction equipment may be stored within the right-of-way, as far from the traveled way as is practical, but the roadbed shall be free of Contractor's equipment during non-working hours. The work shall be planned and conducted to cause a minimum delay or interference with traffic.

E. When work on a traveled way necessitates diverting traffic from a work lane to another lane, material, mobile equipment, and vehicles shall occupy the work lane to the minimum extent and for the minimum time necessary, and non-mobile equipment shall be removed from the work lane promptly after its operation is completed in that lane.

F. On two-lane roadways, a work area shall be established only on one side of the roadway and there shall be no parking of vehicles or equipment on the opposite shoulder within 500 feet (150 m) of the work area.

G. The location for storage of equipment by the Contractor during nonworking hours shall be as reviewed and approved by the Engineer prior to use.

H. Parking of private vehicles on Interstate right-of-way will not be allowed. Parking of unattended equipment within the median or storage of equipment within 50 feet (15 m) of the edge of pavement will not be allowed.

I. Materials stored within the highway right-of-way shall be placed to cause a minimum obstruction to traffic. Sidewalks, gutters, sewer inlets, and portions of highway adjoining the roadway under construction shall not be obstructed more than is necessary.

J. When the shoulder work is a part of the contract for work on a project open to public traffic during construction, the Contractor shall coordinate the operations so that the length and degree of pavement edge drop-off caused or partly caused by the operations are minimized.

K. Shoulder construction in conjunction with PCC overlay or HMA resurfacing shall meet the following:

1. **Paved Shoulders (Partial or Full Width).**
   Construction shall be staged so no drop-offs exist at the pavement or shoulder edge when the adjacent lane is to be opened to traffic. The pavement edge drop-off requirement shall be satisfied with an HMA shoulder fillet. This fillet shall extend into the shoulder area a minimum of six times the thickness of the drop-off and shall be placed prior to the adjacent lane being opened to traffic. Compaction of the HMA fillet shall be a minimum of one coverage with a pneumatic tired roller per 1 inch (25 mm) of thickness. The fillet shall be removed prior to start of shoulder paving. The shoulder edge drop-off requirement shall be satisfied with a granular fillet, meeting the requirements of the following paragraph.

2. **Granular Shoulders.**
   Construction shall be staged so no drop-offs exist at the pavement edge when the adjacent lane is to be opened to traffic. The drop-off requirements shall be satisfied with a shoulder fillet or full shoulder width of granular material according to Article 2121.03. The fillet shall extend into the shoulder area a minimum of six times the thickness of the drop-off and shall be placed prior to the adjacent lane being opened to traffic. Compaction of the fillet shall be a minimum of one coverage with a pneumatic tired roller per 1 inch (25 mm) of thickness.

L. When the Contractor works on a bridge spanning a roadway or passageway, the Contractor shall take all necessary steps to protect the public using the facility below the bridge from falling debris, material, or construction equipment. The Contractor shall submit a safety procedure written plan to the Engineer prior to starting work. The plan shall include the following:

- Design of the means and methods used to provide protection.
- All assumptions used in the design.

Evaluation of the plan and design may require its preparation by a Professional Engineer licensed in the State of Iowa. If so, the costs will be paid for in accordance with Article 1109.03, B.

1107.09 BARRICADES AND WARNING SIGNS.

A. Barricades, warning signs, and other aspects of traffic control shall be in accordance with the contract documents. In providing adequate and proper traffic control, both the Contracting Authority and the Contractor have certain responsibilities.

1. Responsibilities of the Contracting Authority.

a. Advance Notification.
Whether a road is closed for construction or traffic is to be maintained during construction, the Contracting Authority will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate outside the project area, in addition to those barricades and signs required to be erected by the Contractor. If necessary, where a road is closed for construction, a marked detour will be established.

b. Primary Road Intersections.
The Department will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate where a Primary Road intersects a Primary project to provide a marked detour for through traffic using the intersecting Primary route or to provide advance notification to through traffic using the intersecting Primary Road and passing through the intersection. A marked detour may allow public traffic to use the intersection.

c. Secondary Projects.
Where a Secondary Road project requires work within a Primary Road right-of-way or extension of the right-of-way across the Secondary Road, the Primary Road shall be protected as a Primary project through which traffic is maintained. The Department will furnish, erect, and maintain such suitable advance warning signs, warning lights, and barricades as it deems appropriate. The County will notify the Department so this protection can be provided for Secondary projects.

d. Availability.
Except when there is an item for traffic control, all signs and traffic control devices (except pilot car signs and flagger signs) will be made available to the Contractor at a nearby site designated by the Engineer. They will be furnished by the Contracting Authority. Replacement materials will also be furnished as necessary.

e. Additional Notification.
Any additional signs, barricades, or notification beyond the project area deemed appropriate by the Engineer will be the responsibility of the Contracting Authority.

f. Regulatory and Warning Signs.
The Contracting Authority will erect prior to construction any additional special regulatory or warning signs required due to construction that are located outside of the project limits. This does not apply to warning and regulatory signs specifically required for traffic control zones necessary for construction activities defined in the contract documents.

g. Suspensions.
By agreement, the Contracting Authority will accept responsibility for maintenance of signs and barricades when work is suspended for 30 calendar days or more, or when such time of suspension is anticipated.

2. Responsibilities of the Contractor.

a. General.

1) The Contractor shall be responsible for placing and maintaining proper barricades, warning signs, and other traffic control devices on the project, and the Contractor shall take every reasonable precaution to prevent traffic from interfering with the work and to prevent the work from interfering with the traffic; and shall take every reasonable precaution to provide for safety of the general public traveling to, through, within, along, and across the project. Where the road is closed for construction, the Contractor shall take every reasonable precaution to protect the work and equipment and to provide for safety of the public. When traffic is to be maintained through the construction, the Contractor shall erect and maintain all signs; furnish, erect, and maintain all other traffic control devices and other safeguards; provide all flaggers necessary to protect the traveling public. Payment for this work will be in accordance with Article 2528.05.

2) The Contractor shall furnish, erect, and maintain ROAD WORK AHEAD and END ROAD WORK signs at the mainline limits of individual work areas on highway construction or contract maintenance projects where traffic is maintained through a traffic control zone. The ROAD WORK AHEAD sign shall be placed to identify where traffic enters a traffic control zone. the END ROAD WORK sign shall be placed to identify where traffic leaves a traffic control zone and be located at least 500 feet (150 m) beyond the work area. Should more than one contractor be working on the project, the Engineer will assign the responsibility for these signs.

b. Intersecting Local Public Roads.

1) When a road closed for construction intersects other local public roads within a project, the Contractor shall erect and maintain barricades and warning signs in accordance with the contract documents. Payment for this work will be in accordance with Article 2528.05.
2) The responsibility described in the previous paragraph is intended to be in addition to actions of the Department described in Paragraph A, 1, b.

c. Entrance from Local Public Roads.

On local public roads open to traffic during construction, the Contractor shall erect and maintain signs in accordance with the contract documents. When scarification is part of the contract, ROUGH ROAD signs shall also be erected on the shoulder of the road under construction at local public road intersections. These signs shall be erected, moved when appropriate, and maintained by the Contractor until the scarified areas are covered with the new surface material. Payment for this work will be in accordance with Article 2528.05.

d. Shoulder Drop-Offs.

Drop-offs at paved and granular shoulders shall be treated as provided in Article 1107.08. All other drop-offs shall be handled in accordance with project plan requirements.

e. Sign Removal.

1) The Contractor shall not remove, move, or obstruct any regulatory, guide, or warning sign without approval of the Engineer. If these signs interfere with construction, approval of the Engineer shall be obtained prior to removal; temporary re-erection, if appropriate; and re-erection by the Contractor.
2) The Contractor shall be responsible for erecting, moving, maintenance, and removal of all signs necessary to protect the work area and uncompleted work and signs required elsewhere by the contract documents.
3) If the Contractor inadvertently damages a regulatory, guide, or warning sign, or makes it ineffective, the Contractor shall correct it and promptly notify the Engineer.

f. Availability of Signs.

The Contractor shall pick up signs and barricades furnished by the Contracting Authority at the site designated and shall return them when the work is completed.

g. Traffic Control Item.

When there is a contract item for traffic control, the Contractor shall furnish all signs, barricades, channelizing devices, and other traffic control identified in the contract documents.

h. Commencement of Responsibility.

The Contractor shall assume the responsibility required by this article because of the operations concurrent with possession of the work site or right-of-way through moving of equipment, machinery, tools, or materials thereon and in all cases when the work is commenced.

~~**i. Contractor's Work Plan.**~~

~~When traffic is to be maintained through construction areas, the Contractor shall submit to the Engineer the work plan or statement for traffic control at the preconstruction conference or at least before work commences.~~

j. Cleaning.

The reflective surfaces of signs and traffic control devices shall be washed, as described in Article 2528.03, L, and shall be clean at the time of initial installation on a project.

k. Traffic Control in Place.

At any time signs, barricades, or other traffic control devices are in place, for which the Contractor is responsible, the Contractor ~~shall have a person on the project site or on call to promptly, within 6 hours, repair and maintain these devices.~~ provide the Engineer the following information at the preconstruction conference or before work commences:

1) The name and telephone number of a 24 hour emergency response person for traffic control (answering services are not acceptable); so that repair or maintenance of these devices can occur promptly, within 2 hours and

2) The name and telephone number of the traffic control technician in responsible charge of the traffic control for the project per Article 2528.01, C.

B. The contract documents may require placement, maintenance, and removal of temporary and permanent pavement marking and temporary delineators. This work shall be in accordance with requirements of Section 2527.

C. An additional flagger shall be stationed at public road intersections or crossings within the work area, if necessary, to prevent vehicles from entering the work area against the flow of traffic. When traffic control is incidental, additional flaggers will not be paid for separately.

D. The Engineer may require additional flaggers or other safeguards because of unusual or changed conditions, including suspensions and delays. Except when the need arises from the Contractor's actions or inactions, this will be paid for in accordance with Article 1109.03.

1107.10 USE OF EXPLOSIVES.

A. When the use of explosives is necessary for the prosecution of the work, the Contractor shall exercise the utmost care not to endanger life or property, including new work. The Contractor shall be responsible for all damage resulting from use of explosives.

B. All explosives shall be stored in a secure manner in compliance with all laws and ordinances and in quantities maintained at a practical minimum. Storage places shall be clearly marked. Where no local laws or ordinances apply, storage shall be provided satisfactory to the Engineer and, in general, not closer than 1000 feet (300 m) from the road, building, camping area, or place of human occupancy.

C. The Contractor shall notify each public utility company having structures in proximity to the site of the work of the Contractor's intention to use explosives. This notice shall be given sufficiently in advance to enable the companies to take such steps as may be necessary to protect their property from damage.

1107.11 PROTECTION AND RESTORATION OF PROPERTY.

A. The Contractor shall replace or renew fences, sidewalks, or other property damaged by performance of the work or the negligence of the Contractor's employees.

B. The Contractor shall take suitable precautions to prevent damage to telephone, telegraph, and electric transmission lines along the highway and to pipes, conduits, and other underground structures.

C. The Contractor shall be responsible for damage to property resulting from the performance of the work; however, this responsibility shall not extend to damage to fences, telephone, telegraph, or electric lines occupying the right-of-way unlawfully, provided due caution has been used in removing them.

D. The Contractor shall carefully protect from disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and the Contractor shall not remove them until so directed.

E. The Contractor's responsibility shall not be released until the work under the Contractor's contract is completed and accepted.

1107.12 RESPONSIBILITY FOR DAMAGE CLAIMS.

A. The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract; or of any addendum, materials instructional memorandums, plan, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification; shall be construed as creating any third-party beneficiaries.

B. The Contractor shall indemnify and save harmless the Contracting Authority and other agencies which have concurred in the award of the contract, as well as their officers and employees, from all suits, actions, or claims of any character, except as provided in the next sentence. Indemnity shall

not, however, extend to acts or omissions for which the Contracting Authority is solely responsible, though it shall extend to those claims, actions, or suits in which the Contractor, Subcontractor, or either's employee or agent, and the Contracting Authority are alleged to be, or could be, jointly or concurrently liable. Any funds due said Contractor under the Contractor's contract as may be considered reasonable and necessary by the Contracting Authority for such purpose may be retained for the use of the Contracting Authority; in case no money is due, the Contractor's surety may be held until such suit or suits, action or actions, claim or claims have been settled and suitable evidence to that effect furnished to the Contracting authority, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence of insurance covering the claim, action, or suit.

C. The Contractor's responsibility for providing warning devices required by Article 1107.09 to avoid damages or injuries to the traveling public on any portion of the road covered by the contract shall not cease until the work on such portion has been released by the Engineer. A "release" in this context means a written statement by the Engineer stating that the Contractor may cease to maintain barriers and lights, that the road may be opened to traffic, and that the Contractor is relieved of further maintenance of that portion of the road. This release shall not constitute an acceptance of the work.

D. The Contractor's responsibility for maintenance of lights on any individual structure will cease upon final acceptance of such structure, or when released in writing by the Engineer.

1107.13 OPENING OF SECTIONS OF HIGHWAY TO TRAFFIC.

A. When any substantial portion, part, or feature of a contract is completed to the extent that its stability and integrity is not dependent upon completion of other items or work required in the contract, that portion, part, or feature may be released by the Engineer, after conferring with the Contractor, and opened to traffic or received for public usage prior to final approval and acceptance of all work involved in the contract. The Contractor will not be responsible for damages due to the elements or the general wear of traffic to those portions, parts, or features of the road which have been released by the Engineer. The Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents.

B. The above provisions relating to a release by the Engineer will be applicable only to those portions, parts, or features of a contract for which the Engineer has furnished to the Contractor a written release.

1107.14 CONTRACTOR'S RESPONSIBILITY FOR WORK.

The Contractor will be responsible for care and maintenance of partially completed work and finished work on any portion of the road until the Contractor has been released by the Engineer from this responsibility. It shall be the Contractor's responsibility to adjust the operation or method of operation to prevent any damage of any nature to any portion of partially completed or completed work, except for damage to work in officially designated disaster areas where the damage results from Acts of God for which the designation is made. Repair work shall be done promptly upon being so ordered by the Engineer.

1107.15 CONTRACTOR'S RESPONSIBILITY FOR UTILITY FACILITY AND SERVICES.

A. The Contracting Authority will endeavor to have all necessary adjustments made to public or private utilities within or adjacent to the limits of construction prior to construction activities, except those requiring coordination with the Contractor. Utility facilities have been plotted from available surveys and records, and shall be considered approximate. Other utilities may exist and their location may not be presently known or identified on the plans. The Contractor shall notify Iowa One-Call at 1.800.292.8989 to identify the location of all underground utility facilities within the construction area.

B. The Contractor shall determine the exact location of all public and private utility facilities located within the construction area to avoid damage in accordance with Section 480.4, Code of Iowa. The Contractor shall have considered in their bid all permanent and temporary utility appurtenances in their present or adjusted positions as shown in the contract documents. For projects not developed under 761 IAC, Chapter 115.25 and not designated as POINT 25 projects in the contract documents, additional compensation will not be allowed for any delays, inconvenience, or damage

sustained by the Contractor due to any interference from the utility appurtenances or their operation or relocation.

C. Where existing utility facilities are shown in the contract documents or encountered within the construction area, the Contractor shall notify the utility company prior to beginning construction activities. The Contractor shall be responsible for notifying utilities and conducting work near utility facilities, required by Section 480.4, Code of Iowa.

D. Any system for supplying water, gas, power, or communications; a storm sewer, sanitary sewer, drainage tile, or other system for transmitting liquids; a pipeline system; traffic signalization system; and lighting systems within the limits of the proposed construction, which are to be adjusted, are to be moved by the utility company at their expense, except as otherwise provided for in the contract documents.

E. The Contractor shall cooperate with utility companies in their adjustment operations so that these operations may progress, the duplication of adjustment work may be reduced, and that services rendered by those parties will not be interrupted.

F. Where the Contractor's operations are adjacent to properties of railway, communication, or power companies, or are adjacent to other utility facilities where damage might result in considerable expense, loss, or inconvenience, work shall not begin until all arrangements necessary for protection of the facilities have been made.

G. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the authority in restoration of service. If a utility service is interrupted, repair work shall be continuous until service is restored.

H. Primary projects developed under 761 IAC, Chapter 115.25 and designated as POINT 25 projects in the contract documents, where the utility company's adjustment is dependent on work by the Contractor, the Contractor shall provide the Contracting Authority and the utility company a good faith notice 14 calendar days and a confirmation notice not less than 3 working days before the Contractor's work will be complete and ready for the utility company to begin its work. If the utility fails to complete the adjustment of its facilities and fails to submit or comply with its accepted work plan as referenced in the Utility Status Report in the contract documents, and these failures result in a delay to the Contractor or causes damages to be incurred by the Department or Contractor, the utility may be liable for costs and damages incurred as a result of its failure to perform.

1107.16 PERSONAL LIABILITY OF PUBLIC OFFICIALS.

In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the Contracting Authority thereby, there shall be no liability upon such agent or representative, including the Engineer or authorized assistants, either personally or as an official of the Contracting Authority, it being understood that in such matters the Engineer acts as the agent and representative of the Contracting Authority.

1107.17 NO WAIVER OF LEGAL RIGHTS.

A. The Contracting Authority shall not be prevented by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not, in fact, conform to the contract.

B. The Contracting Authority shall not be prevented, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and the Contractor's sureties such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the contract. Neither acceptance by the Contracting Authority, or any representative of the Contracting Authority, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Contracting Authority, shall operate as a waiver of any portion of the contract, or for any power herein reserved, or any right to damages herein provided. A waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach.