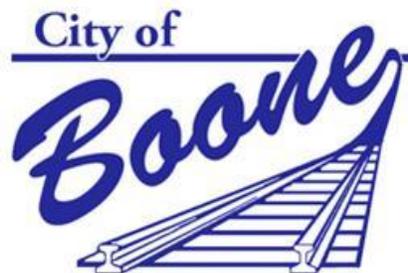


**SPECIFICATIONS
FOR
CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

PROJECT NO. 15B003.01



City of Boone
923 - 8th Street, P.O. Box 550
Boone, Iowa 50036
Phone: 515-432-4211
Fax: 515-433-0630

Contract Documents
Prepared By:



8191 Birchwood Court, Suite L
Johnston, Iowa 50131

**SPECIFICATIONS
FOR
CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

PROJECT NO. 15B003.01

**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC
8191 BIRCHWOOD COURT, SUITE L
JOHNSTON, IOWA 50131**

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p>Date: <u>1/12/20</u></p>
	<p><u>Jared Rokke</u> JARED ROKKE, P.E.</p>
	<p>License No. 21649 My renewal date is December 31, 2016</p>
	<p>Pages or sheets covered by this seal: <u>All pages</u></p>

TABLE OF CONTENTS

TITLE

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.....	NOTICE-1
INSTRUCTION TO BIDDERS	INSTRUCTIONS-1
PROPOSAL	PROPOSAL-1
BID BOND	BID BOND-1
BIDDER STATUS FORM	BIDDER STATUS FORM-1
CONTRACT	CONTRACT-1
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND	PERFORMANCE BOND-1
REGULATIONS OF THE CONTRACT	REGULATIONS-1
SUPPLEMENTAL REGULATIONS OF THE CONTRACT	SUPPLEMENTAL-1
SPECIAL CONDITIONS	SPECIAL-1
PLAN LIST	PLAN LIST-1

DETAILED SPECIFICATIONS

GENERAL REQUIREMENTS	GENERAL-1
SPECIAL CONSTRUCTION	SCON-1

SPECIFICATIONS

2015 EDITION OF SUDAS STANDARD SPECIFICATIONS
(NOT BOUND HEREIN AND EXCLUDING DIVISION 1 – GENERAL)

SUPPLEMENTAL SPECIFICATIONS

PART 1 – SUDAS ADDENDUM.....	PART 1-1
------------------------------	----------

PLANS	BOUND SEPARATELY
-------------	------------------

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

**CRAWFORD STREET RECONSTRUCTION
CITY OF BOONE, IOWA**

Sealed bids will be received by the City Clerk of Boone, Iowa at her office at 923 8th Street, Boone, Iowa 50036, before 2:00 p.m. on Thursday, February 4, 2016 for the following described public improvement:

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Project No. 15B003.01**

At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Boone City Council at their meeting on Monday, February 15, 2016 at 7:00 p.m. at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Boone, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at 7:00 p.m. on Monday, February 15, 2016 at the Council Chamber in City Hall, 923 8th Street, Boone, Iowa 50036. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements in Boone generally described as follows:

Construction of the CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET including all materials, labor and equipment necessary for the installation of approximately: **5070 SY of PCC paving, 470 SY of PCC sidewalk, 570 SY of PCC driveways, 3 EA live insertions of 4" gate valves, 4 hydrant replacements and relocations, 990 LF of storm sewer, 5 EA storm sewer manholes, 24 EA storm intake structures, 4 EA sanitary sewer manhole replacements, pavement markings, erosion control, surface restoration and miscellaneous related work and appurtenances.**

The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by the Engineer which have been heretofore approved by the City Council and which are now on file for public examination in the office of the City Clerk.

All bids shall be made on a form furnished by the City and shall be filed before the time specified above, in a sealed envelope addressed to the City Clerk of Boone, Iowa, clearly stating that the envelope contains a bid on this project.

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the City, for the faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract, in an amount equal to 100% of the amount of the contract. Additionally the bidder must provide the City with a guarantee of maintenance of said improvement for a period of Four (4) years from the time of acceptance by the City. The bidder's security shall be in an amount equal to ten percent (10%) of the total amount of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an 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 on the form provided in the contract documents with corporate surety satisfactory to the City. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Work on said project shall not commence until Written Notice to Proceed is issued. Notice to proceed is expected to be given May 1, 2016, although the Contractor shall not close Crawford Street to traffic until June 1, 2016, or when the Boone Community School District is no longer in session, whichever is earlier. With City Engineer approval of a detailed traffic control and staging plan submitted by the Contractor, the Contractor shall be allowed to setup isolated lane

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

closures on Crawford Street and side street closures in order to complete advanced utility work on the project.

Work shall be completed as follows: **Substantial Completion** (street paving, driveways, sidewalks and utilities) within 10 weeks of street closure or by October 31, 2016, whichever is earlier and **Final Completion** (surface restoration) by May 15, 2017.

Liquidated damages in the amount of Five Hundred Dollars (\$500.00) per day will be assessed for each day that the work remains uncompleted after the end of the each contract completion date.

Payment for the work will be made by the City in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the City Council may at its sole discretion determine and provide.

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made in accordance with Iowa statutes and the contract documents.

Bidding forms may be obtained from Foth Infrastructure and Environment at 8191 Birchwood Court, Suite L, Johnston, Iowa 50131. Copies of Plans and Specifications and contract documents can be obtained at the same address.

The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Ondrea Elmquist, City Clerk

Publish: January 28, 2016

INSTRUCTIONS TO BIDDERS

CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET BOONE, IOWA

PROJECT NO. 15B003.01

INDEX

1. GENERAL STATEMENT	12. CONTRACT TERMINATION
2. LAWS AND REGULATIONS	13. PREFERENCE FOR LABOR AND MATERIALS
3. BIDDER'S KNOWLEDGE	14. RESIDENT BIDDER PREFERENCE
4. BIDDER'S QUALIFICATIONS	15. EXECUTION OF CONTRACT
5. METHOD OF BIDDING	16. QUESTIONS AND ADDENDA
6. SUBMISSION OF BIDS	17. PRECONSTRUCTION CONFERENCE
5. METHOD OF BIDDING	18. APPROVAL OF MATERIALS
6. SUBMISSION OF BIDS	19. PERIOD OF GUARANTEE AND BONDS
7. BID SECURITY	20. METHOD OF PAYMENT
8. WITHDRAWAL OF BIDS	
9. EVALUATION OF BIDS	
10. TAXES	
11. AWARD OF CONTRACT	

1. GENERAL STATEMENT

- 1.1 It is proposed under these Specifications to provide for furnishing completely the Contract requirements set forth in the Detailed Specifications.
- 1.2 The purpose of these Specifications is to require the furnishing of highest quality equipment, material, and workmanship, in accordance with these Specifications and best accepted practice.
- 1.3 The Bidder is expected to base his Bid on materials and equipment complying fully with the Plans and Specifications. In the event the Bid is based on material or equipment which does not conform, the Bidder will be held responsible for furnishing materials and equipment which conform fully at no change in the Bid Price.
- 1.4 Each Bidder in submitting their Bid, acknowledges their willingness to comply with the terms of these Contract Documents.

2. LAWS AND REGULATIONS

- 2.1 Attention of all Bidders is called to Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, Bonds

INSTRUCTIONS TO BIDDERS

(Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

3. BIDDER'S KNOWLEDGE

3.1 Bidders shall familiarize themselves with the Specifications and conditions which will affect the construction. It will be the responsibility of the Bidder to make a personal examination of the job site and the physical conditions which may affect their bidding and performance under the Contract.

4. BIDDER'S QUALIFICATIONS

4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.

4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required for the work covered by the Plans and Specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

5.2 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.

5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, quantities are approximate and only for comparison of Bids. Engineer retains right to change location, quantities, and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis for final quantities of completed work, as determined by the Engineer.

5.4 Unit Prices for payment items included in the Specifications, but not listed in the Proposal, will be negotiated, if needed.

5.5 Award of the Contract will be made to the lowest responsible/responsive Bidder.

6. SUBMISSION OF BIDS

6.1 Bids shall be submitted on the Proposal form included herewith. The Bidder may request an electronic Proposal Schedule from the Engineer. The Proposal and Bid

INSTRUCTIONS TO BIDDERS

Security shall be submitted in separate sealed envelopes. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

TO: City Clerk
City of Boone
923 8th Street
Boone, Iowa 50036

PROPOSAL FOR: CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Boone, Iowa

BID SECURITY FOR: CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Boone, Iowa

6.2 The Bid shall be signed by a legally authorized representative of the Bidder.

7. BID SECURITY

7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

7.2 The Bid Security shall be made payable to the CITY CLERK, CITY OF BOONE, IOWA and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Boone as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on a form provided by the City at prices bid and shall furnish to the City an acceptable performance bond, payment bond, and certificate of insurance meeting the requirements of the specifications including, but not limited to, naming the City and the Engineer as additionally insured. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish acceptable bonds or provide a certificate of insurance within (10) calendar days after his proposal has been accepted.

7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.

7.4 Use Bid Bond form included with Specifications.

8. WITHDRAWAL OF BIDS

8.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids, but no Bid may be withdrawn for a period of thirty (30) calendar days thereafter.

INSTRUCTIONS TO BIDDERS

9. EVALUATION OF BIDS

- 9.1 The Owner may consider such factors as Bid Price, experience and responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.
- 9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.

10. AWARD OF CONTRACT

- 10.1 The award of the contract, if awarded, will not be selected solely on basis of low bid alternative. The award will be made on basis of the alternative which, in the City's opinion, is in the best overall interest of the City as determined by the City Council. Unless otherwise specified, any such award will be made within the period stated in the Notice to Bidders and Notice of Public Hearing. The Owner reserves the right to reject any or all bids, to waive any informality in a bid and to select alternate additive or deductive bid items as desired by the Owner to determine the award of the Contract.

11. TAXES

- 11.1 The City will issue a sales tax exemption certificate for all materials purchased on the project. The City will issue the appropriate tax exemption certificates and authorization letters to the Contractor and all subcontractors completing work on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 11.2 Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.
- 11.3 The Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If Successful Bidder is a non-Iowa partnership, individual, or association, he shall furnish evidence, prior to execution of the Contract, that Bond or Securities have been posted with the Iowa State Department of Revenue in the amount required by law.

12. CONTRACT TERMINATION

- 12.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa, shall apply to and be a part of this Contract, Chapter 573A provides for termination of Contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter

INSTRUCTIONS TO BIDDERS

573A shall be binding upon all parties hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

13. PREFERENCE FOR LABOR AND MATERIALS

13.1 By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa; provided that the award of Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount or the Bid.

14. RECIPROCAL RESIDENT BIDDER AND RESIDENT LABOR FORCE PREFERENCE

14.1 In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

14.2 In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully complete Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully complete Bidder Status Form may result in the Proposal being deemed non-responsive and rejected.

15. EXECUTION OF CONTRACT

15.1 The Successful Bidder shall, within ten (10) days of written Notice of Selection, enter into written Contract with the Owner on forms included with the Specifications for the performance of work awarded to the Successful Bidder.

16. QUESTIONS AND ADDENDA

16.1 If any person contemplating submitting a Bid for the proposed work, material, or equipment is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, the Bidder may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.

INSTRUCTIONS TO BIDDERS

16.2 Questions concerning interpretation or intent of the Contract Documents should be directed to:

Jared Rokke, P.E.
Foth Infrastructure and Environment
8191 Birchwood Court, Suite L
Johnston, Iowa 50131
515.254.1393

16.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.

16.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.

16.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.

16.6 Bidders are required to acknowledge receipt of all Addenda by listing such Addenda in Proposal.

17. PRECONSTRUCTION CONFERENCE

17.1 Following the award of Contract, the Contractor and the Contractor's Subcontractors will be required to attend a Preconstruction Meeting at a time and place designated by the Engineer.

18. APPROVAL OF MATERIALS

18.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed the Contractor will furnish materials or equipment specified.

19. PERIOD OF GUARANTEE AND BONDS

19.1 Performance Bond furnished by the Contractor shall remain in full force and effect until all bills are paid.

19.2 Maintenance Bonds will remain in full force and effect from the date of acceptance by the Owner for the period set out in the REGULATIONS OF THE CONTRACT.

INSTRUCTIONS TO BIDDERS

20. METHOD OF PAYMENT

- 20.1 Payment to the Contractor will be made by the City in cash, or its equivalent, as set out in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

PROPOSAL

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

PROJECT NO. 15B003.01

PROPOSAL:

TO FURNISH ALL MATERIALS, TOOLS AND EQUIPMENT AND TO CONSTRUCT IMPROVEMENTS AS SPECIFIED HEREIN:

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

**TO THE: CITY COUNCIL
 CITY OF BOONE
 923 8TH STREET
 BOONE, IOWA 50036**

The Undersigned as a Bidder declares that he has examined the location of the proposed work and determined the amount and character of the proposed work and the material and equipment necessary to complete same in compliance with the Specifications, Plans, Contract, and Addenda number ____, ____, and ____.

The Undersigned states that he has been engaged in Contract work of this class for a period of ____ years and invites your attention to the following work that has been completed under his direction:

PROPOSAL

(Certified Check)

The Undersigned submits herewith a (Bid Bond) in the amount of

(Cashier's Check)

_____(\$ _____) which shall become the property of the City of Boone, Iowa, should the Undersigned fail or refuse to execute a contract and to furnish Bond as called for in the Specifications within the time provided.

The Undersigned Bidder certifies that this Proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The Undersigned Bidder states that this proposal is made in conformity with the Specifications and agrees that in the event of any discrepancies or differences between any conditions of the Bidders Proposal and the Specifications that the provisions of the latter shall prevail.

The Undersigned hereby proposes to provide the required labor, materials, services, equipment and tools, and to perform the work described in the Specifications, within the time required for the sum or sums stated hereinafter in the Proposal Schedule, which schedule is hereby made a part of this Proposal.

The Undersigned Bidder certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of Boone, Boone City Clerk, if at any time they learn this certification has become erroneous by reason of changed circumstances.

Bidder: _____

By: _____

Title: _____

Date: _____

PROPOSAL SCHEDULE

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

1. Construct the **CRAWFORD STREET RECONSTRUCTION** for the following Unit and Lump Sum Prices.

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
DIVISION 1 - GENERAL (NOT USED)					
1.1	Mobilization	LS	1	\$ _____	\$ _____
DIVISION 2 - EARTHWORK, SUBGRADE AND SUBBASE					
2.1	Clearing & Grubbing	LS	1	\$ _____	\$ _____
2.2	Top Soil, On Site	CY	803	\$ _____	\$ _____
2.3	Top Soil, Contractor Furnish	CY	500	\$ _____	\$ _____
2.4	Below Grade Excavation (Core Out)	CY	350	\$ _____	\$ _____
2.5	Subgrade Preparation, 6 in.	SY	5,686	\$ _____	\$ _____
2.6	Subgrade Treatment, Fly Ash	SY	1040	\$ _____	\$ _____
2.7	Fly Ash	TON	70	\$ _____	\$ _____
2.8	Modified Subbase, 6 in.	SY	5686	\$ _____	\$ _____
2.9	Removals, As Per Plan	LS	1	\$ _____	\$ _____
2.10	Brick Driveway Edging, Remove & Salvage	LF	45	\$ _____	\$ _____
DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION					
3.1	(Not Used)			\$ _____	\$ _____
DIVISION 4 - SEWERS AND DRAINS					
4.1	Storm Sewer, Trenched, RCP, Class V, 12 in.	LF	228	\$ _____	\$ _____
4.2	Storm Sewer, Trenched, RCP, Class V, 15 in.	LF	638	\$ _____	\$ _____
4.3	Storm Sewer, Trenched, RCP, Class III, 24 in.	LF	11	\$ _____	\$ _____
4.4	Storm Sewer, Trenched, RCP, Class III, 48 in.	LF	100	\$ _____	\$ _____
4.5	Reinforced Concrete Tee, Storm Sewer, 48" X 15"	EA	2	\$ _____	\$ _____
4.6	Special Pipe Connection, Storm Sewer, SW-211	EA	5	\$ _____	\$ _____
4.7	Removal of Storm Sewer Pipe Less Than or Equal to 36 in.	LF	420	\$ _____	\$ _____
4.8	Removal of Storm Sewer Pipe Greater Than 36 in.	LF	113	\$ _____	\$ _____
4.9	Subdrain, PVC, Case E, 8 in.	LF	2,200	\$ _____	\$ _____
4.10	Subdrain Collector Service	EA	29	\$ _____	\$ _____
4.11	Subdrain, Connection to Intake or Storm Sewer	EA	12	\$ _____	\$ _____
4.12	Field Tile & Fittings, PVC Unspecified Dia.	LF	250	\$ _____	\$ _____
4.13	Video Inspection of Sewers	LS	1	\$ _____	\$ _____

PROPOSAL SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
DIVISION 5 – WATER MAIN AND APPURTENANCE					
5.1	Hydrant Lead, Trenched, PVC C9000, DR 18, 4 in.	LF	40	\$ _____	\$ _____
5.2	Valve, Gate, 4 in. (Live Insertion)	EA	3	\$ _____	\$ _____
5.3	Fire Hydrant Assembly	EA	4	\$ _____	\$ _____
5.4	Valve Box Adjustment, Minor	EA	7	\$ _____	\$ _____
5.5	Removal of Fire Hydrant	EA	4	\$ _____	\$ _____
5.6	Relocation of Water Main	EA	2	\$ _____	\$ _____
DIVISION 6 – STRUCTURES FOR SANITARY AND STORM SEWER					
6.1	Manhole, Sanitary Sewer, SW-301, 48 in.	EA	4	\$ _____	\$ _____
6.2	Manhole, Storm Sewer, SW-401, 48 in.	EA	4	\$ _____	\$ _____
6.3	Manhole, Storm Sewer, SW-401, 84 in.	EA	1	\$ _____	\$ _____
6.4	Intake, Single Grate, SW-501	EA	22	\$ _____	\$ _____
6.5	Intake, Circular Single Grate, SW-502, 48"	EA	1	\$ _____	\$ _____
6.6	Intake, Single Grate w/Manhole, SW-503	EA	1	\$ _____	\$ _____
6.7	Manhole Adjustment, Major	EA	2	\$ _____	\$ _____
6.8	Removal of Manhole or Intake	EA	18	\$ _____	\$ _____
DIVISION 7 – STREETS AND RELATED WORK					
7.1	Pavement, PCC, Class C, 7 in.	SY	5,067	\$ _____	\$ _____
7.2	Removal of Sidewalk, Shared Use Path, or Driveway	SY	703	\$ _____	\$ _____
7.3	Sidewalk, PCC, 6 in.	SY	471	\$ _____	\$ _____
7.4	Detectable Warnings	SF	320	\$ _____	\$ _____
7.5	Driveway, Paved, 6 in.	SY	571	\$ _____	\$ _____
7.6	Pavement Removal	SY	5,054	\$ _____	\$ _____
7.7	Temporary Granular Access	TON	50	\$ _____	\$ _____
DIVISION 8 – TRAFFIC SIGNALS AND TRAFFIC CONTROL					
8.1	Traffic Control	LS	1	\$ _____	\$ _____
8.2	Painted Pavement Markings, Durable	STA	13.62	\$ _____	\$ _____
8.3	Street Signs, Removal & Reinstallation	LS	1	\$ _____	\$ _____
DIVISION 9 – SITE WORK AND LANDSCAPING					
9.1	Hydraulic Seeding, Fertilizing, and Mulching, Type 1 (Perm. Lawn Mix)	ACRE	1	\$ _____	\$ _____
9.2	Hydraulic Seeding, Fertilizing, and Mulching, Type 4 (Urban Temp. Mix)	ACRE	1	\$ _____	\$ _____
9.3	Watering	MGAL	87	\$ _____	\$ _____

PROPOSAL SCHEDULE

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
9.4	Warranty	LS	1	\$ _____	\$ _____
9.5	Stormwater Pollution Prevention Plan (SWPPP) Management	LS	1	\$ _____	\$ _____
9.6	Filter Sock, Installation	LF	1,250	\$ _____	\$ _____
9.7	Filter Sock, Removal	LF	1,250	\$ _____	\$ _____
9.8	Inlet Protection, Installation	EA	24	\$ _____	\$ _____
9.9	Inlet Protection, Maintenance	EA	24	\$ _____	\$ _____
TOTAL BASE BID CONSTRUCTION COST					\$ _____

ALTERNATE BID NO.1					
ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
A.01	DELETE ITEM 4.9 - Subdrain, PVC, Case E, 8 in.	LF	2,200	*\$ _____	(-) *\$ _____
A.02	DELETE ITEM 4.10 - Subdrain Collector Service	EA	29	*\$ _____	(-) *\$ _____
A.03	ADD ITEM 4.9A - Subdrain, Corrigated PVC, Case B, 4 in.	EA	2,200	\$ _____	(+) \$ _____
A.04	INSERT "Total BASE BID Construction Cost" (as recorded above)				(+) *\$ _____
TOTAL ALTERNATIVE BID CONSTRUCTION COST					\$ _____
(*) As recorded above from Base Bid					

2. Work on said project shall not commence until Written Notice to Proceed is issued. Notice to proceed is expected to be given May 1, 2016, although the Contractor shall not close Crawford Street to traffic until June 1, 2016, or when the Boone Community School District is no longer in session, whichever is earlier. With City Engineer approval of a detailed traffic control and staging plan submitted by the Contractor, the Contractor shall be allowed to setup isolated lane closures on Crawford Street and side street closures in order to complete advanced utility work on the project.

Work shall be completed as follows: **Substantial Completion** (street paving, driveways, sidewalks and utilities) within 10 weeks of street closure or by October 31, 2016, whichever is earlier and **Final Completion** (surface restoration) by May 15, 2017.

3. Liquidated damages in the amount of **Five Hundred Dollars (\$500.00)** per consecutive calendar day will be assessed for each day that the work remains uncompleted after the end of the Contract Period, with due allowance for extensions of the Contract Period under Regulations of the Contract Section 28.1.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto CITY OF BOONE, IOWA, as Obligee, (hereinafter referred to as "the OWNER"), in the penal sum of _____ dollars (\$ _____), or _____ percent of the amount bid in 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.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements:

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Project No. 15B003.01**

Construction of the CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET including all materials, labor and equipment necessary for the installation of approximately: **5070 SY of PCC paving, 470 SY of PCC sidewalk, 570 SY of PCC driveways, 3 EA live insertions of 4” gate valves, 4 hydrant replacements and relocations, 990 LF of storm sewer, 5 EA storm sewer manholes, 24 EA storm intake structures, 4 EA sanitary sewer manhole replacements, pavement markings, erosion control, surface restoration and miscellaneous related work and appurtenances.**

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

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

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with OWNER 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 OWNER the full amount of the bid bond, together with court costs, attorney’s fees, and any other expense of recovery.

BID BOND

Signed and sealed this _____ day of _____, 2016.

SURETY:

PRINCIPAL:

By _____
Surety Company

By _____
Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Bidder

By _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures 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 STATUS

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.

309-6001 02-14

BIDDER STATUS

Worksheet: Authorization to Transact Business

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

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

CONTRACT

CONTRACT NO. _____

DATE _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, _____, by and between the City of Boone, Iowa by its City Administrator, upon order of its City Council hereinafter called the "Owner," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the City, in the office of the City Engineer. This contract includes all Contract Documents.

The term "Contract Documents" means and includes the following:

- A. Notice to Bidders and Notice of Public Hearing**
- B. Instructions to Bidders**
- C. Proposal**
- D. Bid Bond**
- E. Contract**
- F. Performance Bond**
- G. Regulations of the Contract**
- H. Supplemental Regulations**
- I. Special Conditions**
- J. Detailed Specifications**
- K. Plans Numbered 1 through 10.**
- L. Standard Drawings**
- M. Addenda Number ____ through ____.**
- N. Change Orders Number ____ through ____.**
- O. Notice to Proceed**

The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2015 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the City.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Project No. 15B003.01**

Construction of the CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET including all materials, labor and equipment necessary for the installation of approximately: **5070 SY of PCC paving, 470 SY of PCC sidewalk, 570 SY of PCC driveways, 3 EA live insertions of 4” gate valves, 4 hydrant replacements and relocations, 990 LF of storm sewer, 5 EA storm sewer manholes, 24 EA storm intake structures, 4 EA sanitary sewer manhole replacements, pavement markings, erosion control, surface restoration and miscellaneous related work and appurtenances.**

The Contractor agrees to perform said work for and in consideration of the City’s payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the City and to complete the project by the **Substantial Completion** (street paving, driveways, sidewalks and utilities) within 10 weeks of street closure or by October 31, 2016, whichever is earlier and **Final Completion** (surface restoration) by May 15, 2017; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$500.00) for each calendar day thereafter each contract completion date the work remains incomplete.

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

OWNER

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Street Address

Attorney for Owner

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

- 1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

- A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
- B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

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

CONTRACT

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____ CITY OF BOONE, IOWA _____, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives 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 Owner, bearing date the _____ day of _____, _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
Project No. 15B003.01**

Construction of the CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET including all materials, labor and equipment necessary for the installation of approximately: 5070 SY of PCC paving, 470 SY of PCC sidewalk, 570 SY of PCC driveways, 3 EA live insertions of 4" gate valves, 4 hydrant replacements and relocations, 990 LF of storm sewer, 5 EA storm sewer manholes, 24 EA storm intake structures, 4 EA sanitary sewer manhole replacements, pavement markings, erosion control, surface restoration and miscellaneous related work and appurtenances.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

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 Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default or 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 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 the Owner 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 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 4 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

4. 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 20% 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 that 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 Owner 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, attorneys fees (including overhead expenses of the Owner’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner 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 Owner 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 Owner incurs any “outlay and expense” in defending itself against 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 Owner 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.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

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

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

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

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Project No. _____

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Owner

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

REGULATIONS OF THE CONTRACT

BOONE, IOWA

INDEX

1. GENERAL STATEMENT	17. SAFETY REGULATIONS
2. DEFINITIONS	18. MATERIALS AND WORKMANSHIP
3. CONTRACTOR'S OBLIGATIONS	19. SHOP DRAWINGS
4. ENGINEER'S OBLIGATIONS	20. USE OF COMPLETED WORK
5. BOND	21. CHANGED WORK
6. INSURANCE	22. DISPUTED CLAIMS
7. ASSIGNMENT OF CONTRACT	23. SUSPENSION OF WORK
8. SUB-CONTRACTS	24. OWNER'S RIGHT TO DO WORK
9. OTHER CONTRACTS	25. CONTRACT TERMINATION
10. LEGAL RESTRICTIONS	26. CONTRACTOR'S RIGHTS
11. ROYALTIES AND PATENTS	27. TIME OF COMPLETION
12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS	28. DELAYS
13. SUPERVISION	29. PAYMENTS
14. LINE AND GRADE	30. PAYMENTS WITHHELD
15. SUPERINTENDENCE	31. SALES TAX
16. PROTECTION OF WORK	32. REMEDIES

1. GENERAL STATEMENT

1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice to Bidders and Notice of Public Hearing, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance Bond, Statutory Bond, Special Conditions, Detailed Specifications, Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.

1.2 That several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.

REGULATIONS OF THE CONTRACT

- 1.3 The Contract shall be executed in Boone County in the State of Iowa. Five copies of Contract Documents shall be prepared, each containing an exact copy of the Contractor's Proposal as submitted, the Performance, Payment, and Maintenance Bond properly executed, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with the Engineer, One with Bonding Company.

2. DEFINITIONS

- 2.1 Wherever any work or expression in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given:
- 2.1.1 "Contract" or "Contract Documents" shall include all of the Documents enumerated in the previous article.
 - 2.1.2 "Owner", "Purchaser", shall mean the party entering into Contract or duly authorized officers or agents of the owner.
 - 2.1.3 "Contractor" shall mean the party entering into Contract for the performance of the work covered by this Contract and duly authorized agents or legal representatives of the Contractor.
 - 2.1.4 "Engineer" shall mean the Engineer or Engineers who have been employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
 - 2.1.5 "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to them.
 - 2.1.6 "Date of Award Contract" or words equivalent thereto, shall mean the date upon which the Successful Bidder's Proposal is accepted by the Owner.
 - 2.1.7 "Day" or "Days", unless herein other expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.
 - 2.1.8 "The work" shall mean the work to be done and the equipment, supplies, materials and labor to be furnished under this Contract, unless some other meaning is indicated by the context.
 - 2.1.9 "Plans" or "Drawings" shall mean and include all Drawings which may have been prepared by the Engineer as a basis for proposals, all Drawings submitted by the Successful Bidder with his Proposal and by

REGULATIONS OF THE CONTRACT

the Contractor to the Owner, if and when approved by the Engineer, and all Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.

- 2.1.10 Whenever in these Contract Documents the words, “as ordered”, “as directed”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.11 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.12 Whenever the statement is made in these Contract Stipulations containing the expression “it is understood and agreed”, or an expression of the like import, such expression means the mutual understanding and agreement of the Contractor and Owner.
- 2.1.13 Wherever the words, “Notice to Bidders” appear in these Specifications or Contract Documents, there should be substituted therefore the words, “Notice to Bidders and Notice of Public Hearing”.

3. CONTRACTOR’S OBLIGATIONS

- 3.1 It is understood and agreed that the Contractor, by careful examination, has been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall effect or modify any of the terms of obligations herein contained.

4. ENGINEER’S OBLIGATIONS

- 4.1 The Engineer shall have general supervision of the work as representative of the Owner. The Engineer shall have authority to direct the program of the construction insofar as the proper execution of the Contract is affected and to the extent that the forces of labor may be increased or decreased by the Engineer’s order to insure the execution of the Contract in the time and in the manner prescribed.

REGULATIONS OF THE CONTRACT

- 4.2 All work performed under this Contract shall be done in a first-class manner, and done to the satisfaction of the Owner. The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Owner shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent or purpose of the Contract.
- 4.3 The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Plans and Specifications. Such decisions and interpretations shall be regarded as final. In case of disagreements on decisions recourse may be resolved as hereinafter provided.
- 4.4 Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility thereof.

5. BOND

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond, in the form attached hereto, in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of four (4) years from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.
- 5.2 All provisions of the Bond shall be complete and in full accordance with the statutory requirements. The Bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The Bond shall be signed by an agent resident in the State of Iowa and date of Bond shall be the date of execution of the Contract. If at any time

REGULATIONS OF THE CONTRACT

during the continuance of the Contract, the surety on the Contractor's Bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld, and the Contract completed as hereinafter provided.

6. INSURANCE

6.1 General

- 6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner
- 6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.
- 6.1.3 All of said Contractor's insurance policies shall be written by an insurance company authorized to do business in the State of Iowa.

6.1.4 ENDORSEMENT NAMING OWNER AS AN ADDITIONAL INSURED /CANCELLATION AND MATERIAL CHANGE/ GOVERNMENTAL IMMUNITIES ENDORSEMENT

- A. All liability insurance policies which the Contractor is required to furnish shall by endorsement name and designate the Owner as an additional insured.

B. The Additional Insured Endorsement shall include the following provisions:

The Owner, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insureds with respect to liability arising out of the contractor's work and services performed for the Owner. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage by primary, contributing or excess.

REGULATIONS OF THE CONTRACT

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

C. **The Cancellation and Material Change shall include the following provisions:**

Thirty (30) days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and ten (10) days written Notice of Non-payment of Premium, shall be sent to the Owner at the office and attention of the Certificate Holder . This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation And Material Change Endorsement shall be included on insurance policies required by the Urban Standard Specifications for Public Improvements.

D. **All liability policies which include the Owner as an additional insured shall include a Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and including the Owner as an Additional Insured does not waive any of the defenses of governmental immunity available to the Owner under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity. The Owner shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Owner.

4. Non-Denial of Coverage. The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Owner under this policy for reasons of governmental immunity unless and until a court of

REGULATIONS OF THE CONTRACT

competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Owner.

5. No Other Change in Policy. The insurance carrier and the Owner agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all Insurance policies which include the Owner as Additional Insured.

- 6.2 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any of them, or by anyone for whose acts any of them may be liable.
- 6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;
 - 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
 - 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
 - 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
 - A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
 - B. by the other person;
 - 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,
 - 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 6.3 Limits of Liability
- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

REGULATIONS OF THE CONTRACT

General Liability; contractually, independent Contractors, Broad Form Property damage	\$2,000,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$1,000,000 (Aggregate hazards)
Automobile Liability (including all owned, non- owned and hired autos) single limit	\$1,000,000 Combined
Worker's Compensation	Statutory Benefits \$500,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined \$1,000,000

6.4 Contractual Liability Insurance

6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

- A. To the fullest extent permitted by law the Contractor shall defend, indemnify, and hold harmless the Owner and the Engineer and their agents, representatives, officers and employees ("Indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity or contribution which would otherwise exist as to any party or person described in the Contract Documents.
- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or

REGULATIONS OF THE CONTRACT

for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

6.6 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

7. ASSIGNMENT OF CONTRACT

7.1 The Contractor shall not assign or transfer this Contract, nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's Bond. Such consent of Surety, together with copy of assignment shall be filed with the Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of the Contractor's liabilities under this Contract. Should any assignee fail to perform the work undertaken by the Assignee in a satisfactory manner, the Owner may at the Owner's option annul and terminate Assignee's Contract.

8. SUB-CONTRACTS

REGULATIONS OF THE CONTRACT

- 8.1 The Contractor shall, as soon as practicable after the signing of the Contract, notify both the Owner and the Engineer in writing of the names of Subcontractors proposed for the work and shall not employ any that the Owner or the Engineers may within a reasonable time object to as incompetent or unfit.
- 8.2 The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.
- 8.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.
- 8.4 No officer, agent or employee of Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier, or other person in any manner whatsoever.

9. OTHER CONTRACTS

- 9.1 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.
- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.
- 9.3 The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.
- 9.4 Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

10. LEGAL RESTRICTIONS

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless

REGULATIONS OF THE CONTRACT

otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

11. ROYALTIES AND PATENTS

- 11.1 It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at anytime for such, and shall be liable for any damages or claim for patent infringements, and the Contractor shall at the Contractor's own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

12.1 General

- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.
- 12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

12.2 Figures Dimensions to Govern

- 12.2.1 Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

REGULATIONS OF THE CONTRACT

12.3 Contractor to Check Plans and Schedules

- 12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.
- 12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

13. SUPERVISION

- 13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore.
- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the

REGULATIONS OF THE CONTRACT

Contractor's employees shall be sufficient reason, if the Owner so decides, to terminate the Contract.

- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at anytime before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.
- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work; all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.
- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.
- 13.11 The Contractor waives any rights, claims, or causes of action against Owner as a result of activities or duties of the Engineer in the Engineer's administration of the Contract or representations made by the Engineer in the Plans and Specifications. The Contractor acknowledges any such rights, claims, or causes of action accrue against the Engineer and Contractor may seek redress from the Engineer in the event that becomes necessary.

REGULATIONS OF THE CONTRACT

14. LINE AND GRADE

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Contractor will establish on the site horizontal and vertical control bench marks as shown on the Plans. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures shall be performed by the Contractor.
- 14.2 For the construction of sewers, water lines, street and other types of lines or route work, the Engineer will establish on the site horizontal and vertical control bench marks, as shown on the Plans, with reference to dimensions thereto from which the work may be laid out by the Contractor.
- 14.3 Consult Special Conditions for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.
- 14.4 In all cases, the Contractor shall provide without extra compensation, competent workers and the necessary tools, and other materials required for proper checking of the work.
- 14.5 The Contractor shall without extra compensation furnish competent workers and the necessary tools to make all test holes and exploration required at anytime for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.
- 14.6 The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

15. SUPERINTENDENCE

- 15.1 The Contractor shall keep on the project, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be binding as if given to the Contractor.

The superintendent must provide his or her email address, cell phone number and pager number to Owner and Engineer and must be available to be contacted during all business hours, and outside of business hours in the event of an emergency. The superintendent must be fluent in all languages necessary to

REGULATIONS OF THE CONTRACT

effectively communicate with Contractor's staff assigned to the Project, and with all Subcontractors, in order to supervise and direct the Work and assist emergency responders.

- 15.2 The Contractor shall provide proper tools and equipment and the services of all workers, mechanics, trades people, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refused to perform his work in a satisfactory manner, shall upon the request of the Engineer, be promptly discharged from the Project and shall not be re-employed except with the Engineer's consent.
- 15.3 It is called particularly to the Contractor's attention that only first class workmanship will be acceptable.

16. PROTECTION OF WORK

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passage ways, guard fences, lights and other facilities for protection required by public authority of local conditions.
- 16.2 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration, or litigation, as determined at the sole discretion of the Owner.
- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such

REGULATIONS OF THE CONTRACT

work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.

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

17. SAFETY REGULATIONS

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590, 29 U.S.C. §§ 651 - 678; and Iowa Code Chapter 88; and all lawful regulations and rules pursuant thereto.

18. MATERIALS AND WORKMANSHIP

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.
- 18.2 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be new, merchantable, of good quality, and that the Work will be free from defects, and that the Work will conform to the Contract Documents.
- 18.3 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the workmanship will be free from defects not inherent in the quality required or permitted, that the workmanship will comply with all applicable laws, building codes, rules and regulations, and that the workmanship will conform to the requirements of the Contract Documents.

19. SHOP DRAWINGS

- 19.1 The Contractor shall furnish the Engineer with duplicate copies of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer

REGULATIONS OF THE CONTRACT

for office reference. After correction, the Contractor shall submit five (5) corrected copies to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.

19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:

19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.

19.2.2 To assist the Contractor in interpreting the Plans and Specifications so as to eliminate mistakes in the material or equipment actually shipped to the site of the work.

19.3 The formal approval given to the Contractor is to be considered as in compliance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the Plans and Specifications.

20. USE OF COMPLETED WORK

20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

21. CHANGED WORK

21.1 The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract, or may alter or deduct from the work, the contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same inspection and test as though therein included.

21.2 Provided, however, that any additional, omitted or changed work shall not be ordered, undertaken or commenced until after the consent has been obtained in writing of the Contractor's construction surety bonds persons, except minor changes not inconsistent with the general purpose of the Contract not involving costs or substitution of materials.

21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or

REGULATIONS OF THE CONTRACT

change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:

- 21.3.1 By a Lump Sum Price agreed upon prior to starting the additional or changed work.
- 21.3.2 By Unit Prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
- 21.3.3 By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
- 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 “Cost” in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.
- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.
- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional

REGULATIONS OF THE CONTRACT

or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.

- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the

REGULATIONS OF THE CONTRACT

reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

- 22.3 Any claim of the Contractor denied in whole or in part by the Owner or Engineer may be submitted to arbitration as set forth in Article 32.

23. SUSPENSION OF WORK

23.1 The Owner may at anytime without cause suspend the work or any part thereof by giving ten (10) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. Failure of the Contractor to maintain the policies of insurance as required by Section 6 shall constitute a substantial violation of the Contract and the Owner shall have the right to suspend and/or terminate the Contract in accordance with Section 25.

23.2 If the work or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimated payments for all work done on the portions abandoned, if any.

24. OWNER'S RIGHT TO DO WORK

24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.

24.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as

REGULATIONS OF THE CONTRACT

herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

- 24.3 Pending arbitration, litigation, or settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

25. CONTRACT TERMINATION

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.
- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending arbitration, litigation, or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

REGULATIONS OF THE CONTRACT

26. CONTRACTOR'S RIGHTS

26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Engineer, then the Contractor, may file a claim in accordance with Article 32 of this Contract.

27. TIME OF COMPLETION

27.1 The Contract shall be completed within the time stated in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.

28. DELAYS

28.1 The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, the Contractor has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workers, reasonably anticipatable weather, or otherwise. Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, abnormal weather, or by any changes, additions, omissions therein ordered in writing by the Owner, through no fault of the Contractor (or by the abandonment of the work by the workers engaged thereon), or by any act taken by the U.S. Government such as the commandeering of labor, or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner in writing with one (1) week from the time when any such alleged cause for delay shall occur.

29. PAYMENTS

29.1 Payment for said improvement will be made in accordance with the terms and conditions as set forth in the published NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

REGULATIONS OF THE CONTRACT

29.2 The Contractor shall reimburse the Owner for any Architect's additional services or attorney's fees made necessary by the Contractor's failure to finally complete the Work within sixty (60) days after the date specified in the Contract Documents for Project Substantial Completion.

29.3 Request for Early Release of Retainage Funds:

Upon achieving Substantial Completion, as defined by Iowa Code Chapter 26, the Contractor may formally request the release of all or part of the retainage funds being held on the Project. The Contractors' request for Release of the Retainage Funds shall be accompanied by a sworn statement that ten (10) calendar days prior to filing the Request for Release of the Funds a notice was given to all known subcontractors, sub-subcontractors and suppliers that the Contractor is requesting the early release of retainage funds. If proper documentation is received from the Contractor, the Owner will release all retainage funds at the next monthly Board meeting or within thirty (30) days, whichever is less, except it may retain the following:

- a) An amount equal to 200% of the value of labor or materials yet to be provided on the Project as determined by the Owner and its authorized contract representative. For purposes of this section, "authorized contract representative" means the Engineer of record on the Project, unless otherwise specified.
- b) An amount equal to 200% of the value of any Chapter 573 claims currently on file at the time the Request for Release of Retainage is approved.

If the Owner withholds an amount from the retainage payment to the Contractor, the Owner will provide a reason the request is being denied to the Contractor within thirty (30) calendar days of the receipt of the request.

30. PAYMENTS WITHHELD

30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:

- 30.1.1 Defective work not remedied.
- 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.
- 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- 30.1.4 A reasonable doubt that the Contract can be completed for the balance then unpaid.

REGULATIONS OF THE CONTRACT

30.1.5 Damage to another Contractor.

30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

31. SALES TAX

31.1 The Contractor shall prepare, (and require all his Subcontractors to prepare), and execute the Iowa Contractor's Statement showing all sales and use taxes paid on material entering permanently into the construction of the Project. This report shall be submitted to the City Clerk immediately upon completion of the work or at any other interval of time as may be necessary, in order that the City may timely apply to the Iowa Department of Revenue for their refund.

32. REMEDIES

32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the parties may be submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Boone County.

32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.

32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association ("AAA").

32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.

32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.

REGULATIONS OF THE CONTRACT

- 32.6 The arbitrators' award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.
- 32.7 Nothing contained herein shall increase or otherwise expand the Owner's obligation to pay the Contractor other than documented and audited cases in accordance with the Owner's rules and regulations, regarding cost or pricing data and analysis and cost principles.
- 32.8 In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Contract, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.

SUPPLEMENTAL REGULATIONS

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

PROJECT NO. 15B003.01

INDEX

- | | |
|--|---|
| 1. PURPOSE | 4. PAYMENT |
| 2. LOCATION | 5. FINAL REVIEW AND
ACCEPTANCE |
| 3. COPIES OF PLANS AND
SPECIFICATIONS | 6. SALES TAX |

1. PURPOSE

1.1 SUPPLEMENTAL REGULATIONS are intended to clarify, supplemental or supersede REGULATIONS OF THE CONTRACT.

2. LOCATION

2.1 All work is located within the City of Boone, Iowa, in easements on private property and on property owned by the City of Boone.

3. COPIES OF PLANS AND SPECIFICATIONS

3.1 After award of the contract, the Engineer will furnish the Contractor up to five (5) set of Plans and Specifications. Additional copies will be furnished at the Engineer's cost of reproduction.

4. PAYMENT

4.1 Separate payment will be made for only those items specially listed in the Proposal. All other work shall be paid for by applicable Unit Prices for items to which work pertains.

5. FINAL REVIEW AND ACCEPTANCE

5.1 Notify Engineer when construction is considered complete and ready for Final Review.

5.2 Owner will accept work and make final payment to Contractor:

5.2.1 When the Engineer has certified the work of the Contractor has been reviewed and stated that the work is complete and in essential compliance with the Plans and Specifications;

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

- 5.2.2 When Contractor has filed with Owner or Engineer documents called for in Specifications;
- 5.2.3 When all government agencies involved have indicated, in writing that the work is complete and acceptable; and
- 5.2.4 Contractor to provide Chapter 573 Claim Waivers for all materials supplied and labor provided on the Project.

6. SALES TAX

- 6.1 In-lieu of Paragraph 31.1, Sales Tax, of the Regulations of the Contract, the Contractor will utilize a sales tax exemption certificate (provided by the City) for all materials purchased for incorporation in the project.

SPECIAL CONDITIONS

CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET BOONE, IOWA

PROJECT NO. 15B003.01

INDEX

- | | |
|---|--|
| 1. FORM OF TECHNICAL SPECIFICATIONS | 8. SOIL BORINGS |
| 2. NOTICE TO PROCEED | 9. CONSTRUCTION ON HIGHWAY RIGHT OF WAY |
| 3. SERVICE FACILITIES | 10. EMPLOYMENT PRACTICES |
| 4. MINOR WORK | 11. WORK HOURS |
| 5. WASTE SITES | 12. DUST ABATEMENT |
| 6. WORKING DAYS | 13. WATER USAGE |
| 7. CONSTRUCTION FACILITIES BY CONTRACTOR | 14. QUANTITIES |

1. FORM OF TECHNICAL SPECIFICATIONS

- 1.1 Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the”, and “all” are intentional, supply omitted words or phrases by inference.
- 1.2 “Owner”, and “City” shall mean the City of Boone, Iowa, acting through the City Council.
- 1.3 “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.4 “Engineer” shall mean the City of Boone City Engineer or designated agent.
- 1.5 “Standard Drawings” shall mean Construction Detail Drawings bound with these Specifications.
- 1.6 “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 1.7 “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

SPECIAL CONDITIONS

2. NOTICE TO PROCEED

- 2.1 The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING upon issuance of a written Notice to Proceed.

3. SERVICE FACILITIES

- 3.1 The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

4. MINOR WORK

- 4.1 Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

5. WASTE SITES

- 5.1 All waste material shall be hauled to a site of the Contractor's choice with the Engineer's approval or the Boone County Sanitary Landfill. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item.

6. WORKING DAYS

- 6.1 Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- 7.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 7.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.

SPECIAL CONDITIONS

- 7.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress
- 7.6 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

8. SOIL BORINGS

- 8.1 No soil borings for this project.
- 8.2 Obtain permission of Engineer to make borings along proposed route of work.

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAY

- 9.1 All work in Right-of-Way of State and Federal Highways must comply with requirements of Iowa Department of Transportation.

10. EMPLOYMENT PRACTICES

- 10.1 Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself or others employed on the Project.
- 10.2 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 10.2.1 To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 10.2.2 To discriminate against any individual in terms, condition, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

11. WORK HOURS

- 11.1 The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 9:00 p.m., Monday through Friday unless noted on plans. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from 8:00 a.m. to 7:00 p.m. Prior approval from the Engineer will be required for work on weekends.

SPECIAL CONDITIONS

12. DUST ABATEMENT

- 12.1 The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem. It is realized some dust on the Project is inevitable, but it must be kept to a minimum.

13. WATER USAGE

- 13.1 The City of Boone Water Works will provide the Contractor water on the Project free of charge, with the following requirements:
- 13.1.1 The water is to be metered and the Contractor must obtain the meter from the Boone Water Works and a refundable meter deposit is required.
 - 13.1.2 The Contractor will abide by rules and regulations of bulk water usage as prepared by Boone Water Works.
 - 13.1.3 The Contractor will only use hydrants that have been previously approved by the Boone Water Works for bulk water usage.
 - 13.1.4 The Contractor shall not use water from private residential or business hose bibs, without the written consent of the private owner. Any such agreements must be filed with the Engineering prior to water usage.

14. QUANTITIES

- 14.1 The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or diminish these quantities within reasonable limits and the Contractor will be paid for only as much work as the contractor is required to do by the City at the unit price stated in the Proposal. City reserves the right to remove bid items in entirety at the City's discretion.

PLAN LIST

CRAWFORD STREET RECONSTRUCTION 14TH STREET TO 17TH STREET BOONE, IOWA

PROJECT NO. 15B003.01

1. PLANS

- 1.1 The work shall conform to the following Drawings (bound herewith) and Detail and Standard Drawings (bound herewith), all of which constitute the "Plans" and are an integral part of the Contract Documents.

<u>TITLE</u>	<u>Drawing Number</u>	<u>Revision Number</u>
TITLE SHEET	A.01	
LEGEND & SYMBOL INFORMATION SHEET	A.02	
TYPICAL CROSS SECTIONS	B.01-B.12	
ESTIMATE OF QUANTITIES AND GENERAL INFORMATION	C.01-C.06	
PLAN AND PROFILE SHEETS-MAINLINE	D.01-D.03	
PLAN AND PROFILE SHEETS-SIDEROADS	E.01-E.02	
EROSION CONTROL SHEETS	EC.01-EC.03	
REFERENCE TIES AND BENCHMARKS	G.01	
STAGING AND TRAFFIC CONTROL SHEETS	J.01-J.05	
PAVEMENT MARKING SHEETS	J.06	
GEOMETRICS, STAKING, AND JOINTING SHEETS	L.01-L.08	
STORM SEWER PROFILES	M.01-M.09	
PEDESTRIAN RAMP STAKING SHEETS	SW.01-SW.10	
CROSS-SECTIONS-MAINLINE	W.01-W.07	
CROSS-SECTIONS-DRIVEWAYS	XS.01-XS.02	

**DETAILED SPECIFICATIONS
GENERAL REQUIREMENTS**

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET
BOONE, IOWA**

PROJECT NO. 15B003.01

INDEX

- | | |
|---|--|
| 1. FORM | 11. RESPONSIBILITY OF CONTRACTOR |
| 2. INTENT | 12. TEMPORARY WORK |
| 3. INTERPRETATION | 13. TRAFFIC CONTROL |
| 4. WORK INCLUDED | 14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS |
| 5. STARTING AND COMPLETION TIMES | 15. STORAGE OF MATERIALS AND EQUIPMENT |
| 6. INFORMATION FOR ENGINEER | 16. HISTORICAL AND ARCHAEOLOGICAL AUDITS |
| 7. PLANS AND SPECIFICATIONS | |
| 8. STANDARDS AND CODES | |
| 9. MATERIAL TESTS | |
| 10. FIELD TESTS | |

1. FORM

- 1.1 Detailed Specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To required performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

GENERAL REQUIREMENTS

3. INTERPRETATION

- 3.1 Report errors or ambiguities in Specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of Specifications; Engineer's interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Construct Improvements as set out in NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that the Notice to Proceed will be issued within 30 calendar days after the award of contract. Complete work within the time set out in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

6. INFORMATION FOR ENGINEER

- 6.1 After award of Contract submit following information and drawings for Engineer's review. Total number of reviewed copies required for distribution: four (4) and all copies required by Contractor.
 - 6.1.1 Manufacturer's Specifications and catalog data for manhole steps, covers and frames, castings, and other special items.
 - 6.1.2 Shop Drawings showing reinforcing steel details, structural steel and supports.
 - 6.1.3 Such other information as Engineer may request.
- 6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work. After initiation of construction, provide bi-weekly written report of construction schedule for following 2-week period.
- 6.3 Provide two (2) copies of the following information:
 - 6.3.1 Purchase orders without prices and subcontracts with prices.
 - 6.3.2 Shipping papers for all material.
 - 6.3.3 All material test reports.
 - 6.3.4 Concrete mix design; submit 8 days before proposed mix is to be used.

GENERAL REQUIREMENTS

7. PLANS AND SPECIFICATIONS

- 7.1 Engineer will furnish up to five (5) sets of Plans and Specifications after award of Contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 7.2 Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.
- 7.3 Provide one (1) set of Plans and Specifications for each foreman or superintendent in charge of each crew on job.

8. STANDARDS AND CODES

- 8.1 Do work in accordance with best present-day installation and construction practices.
- 8.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
 - 8.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 8.2.2 American Concrete Institute (ACI).
 - 8.2.3 American Institute of Steel Construction (AISC)
 - 8.2.4 American National Standards Institute (ANSI).
 - 8.2.5 American Society of Testing and Materials (ASTM).
 - 8.2.6 American Water Works Association (AWWA).
 - 8.2.7 American Standards Association (ASA)
 - 8.2.8 American Welding Society (AWS).
 - 8.2.9 Federal Specifications (FS).

GENERAL REQUIREMENTS

- 8.2.10 Iowa Statewide Urban Design and Specifications (SUDAS); 2015 edition of SUDAS Standard Specifications including the current General Supplemental Specification for Construction Projects issued thru 2015, except as follows:
- a. Division 1, General Provisions and Covenants shall not apply to this project. See specification sections “Regulations of the Contract” and “Supplemental Regulations” attached herein.
 - b. In case of conflict between SUDAS Standard Specifications and this specification manual for this project, specification manual shall govern.
- 8.2.11 Iowa Department of Transportation (IDOT); 2012 edition of Standard Specifications for Highway and Bridge Construction including the current General Supplemental Specification for Construction Projects issued through the Contract date, except as follows:
- a. Division 11, General Requirements and covenants shall not apply to this project. See specification sections “Regulations of the Contract” and “Supplemental Regulations” attached herein.
 - b. In case of conflict between IDOT Standard specifications and the Project Manual for this project. The Project Manual shall govern.
 - c. Incentives for smoothness of pavement will not be paid. All other provisions of Section 2316 Pavement Smoothness shall apply.
 - d. Payment in excess of 100% of bid unit price based on Quality Index will not be made for PCC pavement.
- 8.2.11 Iowa Occupational Safety and Health Act of 1972 (Iowa Code Chapter 88)(IOSHA).
- 8.2.12 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 8.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596; 29 U.S.C. §§ 651 - 678) (OSHA).
- 8.2.14 Manual on Uniform Traffic Control Devices (MUTCD).
- 8.2.15 American Disabilities Act (ADA)
- 8.2.16 Standards and Codes of the State of Iowa and applicable local standards and codes of the City of Boone and Boone County.
- 8.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

GENERAL REQUIREMENTS

9. MATERIALS TESTS

- 9.1 Includes all materials tests or tests specified hereinafter.
- 9.2 Employ testing laboratory approved by Engineer to show that construction materials comply with Specifications.
- 9.3 Incorporate no materials in work until laboratory tests have been furnished which show that materials comply with Specifications.
- 9.4 All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- 9.5 Incorporate no material in work until laboratory tests have been furnished which show materials comply with specification.
- 9.6 Laboratory tests for materials:
 - 9.6.1 Reinforced concrete pipe: Test two (2) pieces of each diameter of each class furnished; check reinforcing size and placement; ASTM C76.
 - 9.6.2 Vitrified clay pipe: Test two (2) pieces of each diameter furnished, ASTM C301.
 - 9.6.3 Ductile iron pipe: Certify that pipe conforms to ANSI A21.51.
 - 9.6.4 Steel pipe: Certify that pipe conforms to ASTM A53.
 - 9.6.5 Other pipe: Certify that pipe conforms to applicable Specifications.
 - 9.6.6 Cement: Bin sample for entire requirement, ASTM C150.
 - 9.6.7 Concrete aggregates: One (1) sample of each, ASTM C33.
 - 9.6.8 Reinforcing steel: Furnish original and one copy of certified test report by manufacturer.
 - 9.6.9 Welded wire fabric: Furnish original and one copy of certified test report by manufacturer.

10. FIELD TESTS

- 10.1 Notify Engineer when installation is complete and ready for testing.
- 10.2 Engineer will retain testing laboratory and conduct all field tests and determine location of tests.

GENERAL REQUIREMENTS

- 10.3 If test results do not meet those specified, make necessary corrections and repeat tests to demonstrate that test requirements are satisfied.

11. RESPONSIBILITY OF CONTRACTOR

- 11.1 Protection of the work.
- 11.2 Protection of all property from injury or loss resulting from his operations.
- 11.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- 11.4 Cooperate with Owner, Engineer and representative utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.
- 11.5 Keep cleanup current.
- 11.6 Comply with all Federal, State of Iowa, Boone County and City of Boone Laws and Ordinances.
- 11.7 Keep existing sewers in continuous operation without bypassing.

12. TEMPORARY WORK

- 12.1 Make all temporary service connections necessary for maintaining utility service during the course of the work.
- 12.2 Construct temporary drains to keep work in the dry; maintain new improvements as directed by Engineer.
- 12.3 Construct temporary asphalt surfaces as directed, in order to enhance traffic control.
- 12.4 Construct temporary granular surfaces as directed, in order to maintain access to each property within the project limits.

13. TRAFFIC CONTROL

- 13.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor. Maintenance shall include sign washing as required by the Engineer.

GENERAL REQUIREMENTS

- 13.2 Location and arrangement: Conform to Ordinances, Laws and MUTCD; meet approval of Owner and Engineer.
- 13.3 Responsibility: Maintain, control, and protect traffic within construction area including side street crossings, temporary run-arounds, use of one or more lanes and related operations and detours outside construction area.
- 13.4 Closing or partially closing streets: Close or restrict traffic in streets only with permission of Engineer; provide for maximum safety and convenience of public; open street when work is complete or as directed by Engineer. Access to private property must be maintained during construction.
- 13.5 Emergency traffic: Provide continuous access for police, fire and emergency vehicles.
- 13.6 Take every precaution to protect pedestrian and vehicle traffic.

14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS

- 14.1 Irrigation lines and sprinkler heads are known to exist along this project. It is the Contractor's responsibility to determine the location and types of irrigation systems to be encountered and the total work to be completed under this paragraph.
- 14.2 Remove parts of irrigation systems as necessary to complete the grading, paving and utility adjustments. Cap off ends or modify systems where removals occur to allow the system's owner continued use of the remaining system.
- 14.3 Replace and repair irrigation system after final grading and prior to seeding and sodding. Protect irrigation system after replacement and repair from later construction activities.
- 14.4 Replaced and repaired irrigation system shall be equivalent or better than existing system.
 - a. Contractor shall furnish shop drawings for the sprinkler system relocations to the Engineer for review and approval by the system's owner prior to construction. Engineer will assist Contractor in obtaining plans for the existing systems where available.

15. STORAGE OF MATERIALS AND EQUIPMENT

- 15.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 15.2 Storage areas shall be subject to approval of Engineer.

GENERAL REQUIREMENTS

15.3 Store materials and equipment in manner which will preserve their quality and fitness.

16. HISTORICAL/ARCHAEOLOGICAL AUDITS

16.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

**DETAIL SPECIFICATION
SPECIAL CONSTRUCTION**

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET**

PROJECT NO. 15B003.01

INDEX

- | | |
|-----------------------------------|---|
| 1. GENERAL | 7. COORDINATION OF MAIL DELIVERY |
| 2. EXISTING UTILITIES | 8. SIDEWALK ACCESS |
| 3. COOPERATION WITH OTHERS | 9. DEWATERING |
| 4. CONSTRUCTION LIMITS | |
| 5. CONST. SCHEDULE/STAGING | |
| 6. REFUSE COLLECTION | |

1. GENERAL

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- B. Cooperate with the City of Boone and the Engineer to minimize inconvenience and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- C. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.
- D. Install and maintain orange construction fence around all open trenches or open structures when left unattended.
- E. Clean up and provide surface restoration as construction progresses.

2. EXISTING UTILITIES

- A. Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the City.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in line of work. Confirm location of underground utilities by excavating ahead of work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility line is damaged during construction.

SPECIAL CONSTRUCTION

- E. Utility lines, poles and appurtenances, except water and sewer lines, in direct conflict with line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on plans; protect and maintain services during construction.
- G. If utility work does occur during the construction period, work schedules from the contractor and from the utility companies will be submitted to the Engineer for coordination to obtain mutual acceptable schedules, if possible.
- H. No claims for additional compensation will be allowed to the Contractor for interference or delay caused by utility company.

3. COOPERATION WITH OTHERS

- A. Coordinate and cooperate with utility companies, the City of Boone and other contractors working in vicinity of this project.
- B. It is Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.

4. CONSTRUCTION LIMITS

- A. Confine the construction operations within the rights-of-way and construction limits shown on the plans.
- B. Do not store equipment, vehicles, or materials on streets or within the rights-of-way of any streets open to traffic at any time.

5. CONSTRUCTION SCHEDULE/STAGING

- A. Contractor shall prepare construction schedule showing dates of starting and completing various portions of work.
- B. Submit construction schedule within 10 days after award of contract.
- C. Periodically update construction schedule as requested by the Engineer.
- D. Contractor shall be required to meet the final completion date as listed in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

SPECIAL CONSTRUCTION

- E. Notify City and property owners at least 48 hours prior to any street closure.
 - 1. Notify all property owners affected by the closures on street by written notice placed on front door of residence.
 - 2. Include in the notice: the proposed date of street closure, estimated schedule for completion of work and reopening of street, procedures for refuse collection and mail services.
- F. Notify City and property owners 48 hours prior to any shutdown of water service. Water may only be shut off between the hours of 8:00 am and 5:00 pm Monday thru Friday.

6. COORDINATION OF REFUSE COLLECTION

- A. Coordinate collection of refuse and recycling from individual properties with the refuse collection agency.
- B. The contractor will be responsible for collecting property owners' refuse and recycling from their usual collection point and transporting and placing it in location that collection company can access.
 - 1. Complete this collection on the normally scheduled collection day
- C. Trash collection will continue on the normally scheduled days.
- D. Coordination of refuse and recycling collection shall be considered incidental to other work.

7. COORDINATION OF MAIL DELIVERY

- A. Maintain mail delivery at all times. Keep the sidewalks open so that mail carriers have access to all residences along the project.
- B. Coordinate delivery of mail with U.S. Postal Service.

8. SIDEWALK ACCESS

- A. Sidewalks and ramps shall be kept open to pedestrian traffic at all times.
- B. Where sidewalks or ramps have been removed and are not to be immediately replaced, provide firm and stable temporary surfacing in the form of wood or metal planking or granular surfacing.
 - 1. Providing temporary accesses is considered incidental to the sidewalk construction

SPECIAL CONSTRUCTION

C. No materials or equipment shall be stored on sidewalks.

9. DEWATERING

A. Do all work in dry conditions.

B. Submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.

C. Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.

D. Maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage which could reduce subgrade support.

1. Install dewatering system (well points or shallow wells) when working in cohesionless soils.

2. Costs of installing and operating dewatering system is incidental to the construction of the sanitary sewer and structures.

E. Provide for handling surface water encountered during construction.

1. Prevent surface water from flowing into excavation, remove water as it accumulates.

2. Divert storm sewer flow around areas of construction.

F. Include costs of handling both surface water and groundwater in unit prices for water main, sewer, and structures in place.

SUPPLEMENTAL SPECIFICATION

**CRAWFORD STREET RECONSTRUCTION
14TH STREET TO 17TH STREET**

PROJECT NO. 15B003.01

**PROJECT ADDENDUM TO THE URBAN STANDARD
SPECIFICATION FOR PUBLIC IMPROVEMENTS**

See the following attachment for amendments and revisions that apply to **CRAWFORD STREET RECONSTRUCTION, 14TH STREET TO 17TH STREET**. These provisions modify those standards set forth in the latest version of the Urban Standard Specifications for Public Improvements. All sections of the specifications not changed by these amendments shall remain in effect.

**SUPPLEMENTAL SPECIFICATION FOR
BOONE, IOWA
IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS
FOR PUBLIC IMPROVEMENTS**

Iowa Statewide Urban Design and Specifications – 2015 edition shall be the standard specifications for construction on this project.

This Supplemental Specification incorporates modifications and deletions to the Iowa Statewide Urban Standard Specifications for Public Improvements. These modifications and deletions set forth in this Supplemental Specification take precedence over the provisions of the Iowa Statewide Urban Standard Specifications for Public Improvements, 2015 Edition.

1. Division 3 – Trench and Trenchless Construction, Section 3010 – Trench Excavation and Backfill, on Figure 3010.102, (SW-102), modify Class R-1 to show installation of granular backfill to minimum 12” over top of pipe. Delete Class R-2.
2. Division 3 – Trench and Trenchless Construction, Section 3010 – Trench Excavation and Backfill, on Figure 3010.103 (SW-103), delete Class F-1 and Class F-2 beddings for Sanitary Sewers and Storm Sewers.
3. Division 4 – Sewers and Drains, Section 4010 – Sanitary Sewers, under **PART 2 – PRODUCTS, 2.01 SANITARY SEWER (Gravity Mains)**, after “J” add the following:

 “K. Connection to Existing Sanitary Sewer: Use Non-shear, flexible couplings.”
4. Division 4 – Sewers and Drains, Section 4060 – Cleaning, Inspection, and Testing of Sewers, under **PART 3 – EXECUTION, 3.03 VIDEO INSPECTION, A. General**, modify “4” as follows:

 “For sewers found to have defects, re-inspect and re-televiser repaired sections after any corrective action has been completed.”
5. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 1 – GENERAL, 1.08 MEASURE AND PAYEMENT**, after “D.” add the following:

 “E. Water Service, Major:
 1. **Measurement:** Each replacement of existing lead water service encountered and replaced with new material from the water main to the stop box will be counted.
 2. **Payment:** Payment will be made at the unit price.

3. **Includes:** Unit price includes, but is not limited to, corporation, service pipe, stop, stop box, and removal and disposal of existing service.”
6. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 2 – PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, A. Controlling Standards**, add ANSI/AWWA A-C800 and ASTM B-62.
7. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 2 – PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials, 1. Copper Pipe**, add the following note:
“For water services smaller than 2-inches.”
8. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 2 – PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, B. Materials**, delete **2. DIP, 3. PVC Pipe, 4. Brass Pipe, and 5. Polyethylene Pipe**, and add the following note:
“2. Water services 2-inches and larger shall be of water main material as listed in Section 5010, Part 2.01, and be installed in accordance with water main specifications.”
9. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 2 – PRODUCTS, 2.07 WATER SERVICE PIPE AND APPURTENANCES, C. Corporations, Stops, and Stop Boxes**, modify as follows:
“A. Corporation stops shall be Ford ball valve type, ¼ turn open; or approved equal.
B. Stop box shall be extension type with arch pattern, cast iron base, pedestal cap with 5 point plug, and 1-inch upper section with rod.
C. Contact the Jurisdiction for additional requirements.”
10. Division 5 – Water Mains and Appurtenances, Section 5010 – Pipe and Fittings, under **PART 3 – EXECUTION, 3.10 WATER SERVICE STUB**, rename as **3.10 WATER SERVICE STUB AND WATER SERVICE, MAJOR** and after “C.” add the following:
“D. Replace all existing lead water services encountered during construction with new material complying with Section 5010, Part 2.07 from the water main to the curb stop, including stop and stop box. Replace with water service of existing size, minimum ¾ - inch.
E. For water services 2-inches and smaller, install new corporation stop at the water main or, where water tight connection can be made, new water services may be connected to an existing corporation stop.

1. Fitting required for connection to existing corporation shall be incidental.
 2. Tapping saddle required for all services made with a corporation. Make connection to main at 45 degrees from horizontal.
 3. Any water main damage as a result of new corporation stop installation shall be replaced at the Contractor's expense.
 4. Install new stop and stop box on all new and replaced water services.
- F. For water services greater than 2-inches, install manufactured tee fitting, and reducer if required, in water main; Use gate valve in place of curb stop. Tee fittings, reducers, and gate valves used for services are incidental to the water service.
- G. Install stop boxes 1-foot within right-of-way unless shown otherwise in the plans. Stop boxes shall not be located in sidewalk or driveway.
11. Division 6 – Structures for Sanitary and Storm Sewers, Section 6010 – Structures for Sanitary and Storm Sewers, under **PART 1 – GENERAL, 1.08 MEASUREMENT AND PAYMENT, H. Remove Manhole or Intake, 3. Includes**, after “removal of casting, concrete, and reinforcement,” add the following:
- “removal of pipe sections as necessary for structure removal, and the proper disposal of all removed materials.”
12. Division 6 – Structures for Sanitary and Storm Sewers, Section 6010 – Structures for Sanitary and Storm Sewers, under **PART 2 – PRODUCTS, 2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES, A. Infiltration Barrier**, delete paragraphs “1. External Chimney Seal, 3. Molded Shield, and 4. Heat Shrink Sleeve”
13. Division 6 – Structures for Sanitary and Storm Sewers, Section 6010 – Structures for Sanitary and Storm Sewers, under **PART 2 - PRODUCTS**, delete all of Section **2.13 Steps**.
14. Division 6 – Structures for Sanitary and Storm Sewers, Section 6010 – Structures for Sanitary and Storm Sewers, under **PART 3 – EXECUTION, 3.06 REMOVAL OF MANHOLE OR INTAKE**, after “D” add the following:
- “E. Owner reserves the right to retain structure castings. Deliver salvageable castings to site chosen by the Owner within City Limits.”
15. Division 6 – Structures for Sanitary and Storm Sewers, Section 6010 – Structures for

Sanitary and Storm Sewers, on Figures 6010.301 (SW-301), 6010.303 (SW-303), 6010.304 (SW-304), 6010.305 (SW-305), 6010.401 (SW-401), 6010.404 (SW-404), and 6010.405 (SW-405), remove stairs and add a note as follows:

“Do not install stairs in any manholes.”

16. Division 7 – Streets and Related Works, Section 7010 – Portland Cement Concrete Pavement, under **PART 1 – GENERAL, 1.08 MEASUREMENT AND PAYMENT**, after “M”, add the following:

“N. Temporary Granular Surfacing: Comply with Section 7030, Granular Driveway Surfacing for all temporary granular surfacing placed during construction.”

17. Division 7 – Streets and Related Works, Section 7030 – Sidewalks, Shared Use Paths, and Driveways, under **PART 2 – PRODUCTS, 2.07 DETECTABLE WARNINGS**, replace with the following:

“Detectable warning panels shall be cast-in-place and shall be brick red, raised truncated domes with non-slip surface, manufactured by Armor Tile, or approved equal. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.

18. Division 7 – Streets and Related Works, Section 7030 – Sidewalks, Shared Use Paths, and Driveways, under **PART 2 – PRODUCTS, 2.08 GRANULAR DRIVEWAY SURFACING**, add the following:

“For Temporary Granular Surfacing, only Class A crushed stone shall be allowed.”

19. Division 7 – Streets and Related Works, Section 7030 – Sidewalks, Shared Use Paths, and Driveways, under **PART 3 – EXECUTION, 3.09 GRANULAR DRIVEWAY SURFACING**, add the following:

“Place granular surfacing to a uniform thickness of 6-inches. Compact granular surfacing to a minimum of 95% standard proctor density.”



Personalized, Client-Centered Service