



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

**PLANS, SPECIFICATIONS, AND FORM OF CONTRACT
2022 Intersection of South Linn and Union PCC Patching Project**

**INFORMAL PROJECT
FORM OF PROPOSAL**
Intersection of South Linn and Union Street PCC Patching Project
CITY OF BOONE

NOTICE TO BIDDERS:

PLEASE DO NOT USE THE FORM OF PROPOSAL INCLUDED IN THE BOUND VOLUME OF THE SPECIFICATIONS. SEPARATE COPIES OF THIS PROPOSAL ARE ENCLOSED.

Name of Bidder _____

Address of Bidder _____

SUBMIT BIDS TO: City Clerk's Office
City of Boone
923 8th Street
PO Box 550
Boone, IA 50036-0550

Proposals will be opened **March 31, 2022** at 11:00 a.m.

The undersigned bidder, having examined and determined the scope of the Contract Documents, hereby proposes to provide the required labor, services, materials and equipment and to perform the Project as described in the Contract Documents, including Addenda _____, and _____, and to do all work at the prices.

We further propose to do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED AMOUNT</u>
1.	Traffic Control	LS	1	\$ _____	\$ _____
2.	Remove PCC Pavement	SY	885	_____	_____
3.	Install Pavement, 8" PCC	SY	840	_____	_____
4.	Sidewalk Install, 6" PCC	SY	45	_____	_____
5.	Granular Subbase	TON	30	_____	_____
6.	Curb Install, 6" PCC	LF	450	_____	_____
7.	ADA Sidewalk Panels	LS	8	_____	_____

Total Extended Amount \$ _____

The names of those persons, firms, companies or other parties with whom we intend to enter into a subcontract, together with the type of subcontracted work and approximate dollar amount of the subcontract, are as follows:

NOTE: All subcontractors are subject to approval by the City.

The undersigned bidder certifies that this proposal is made in good faith, and 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 Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of this proposal and the Contract Documents prepared by the City of Boone, the more specific shall prevail.

FIRM: _____

By: _____

(Title) _____

(Business Address) _____

(Work Phone Number(s)) _____

(Name of Contact Person for Bid) _____

FORM OF AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Boone, Iowa ("City"), and _____ ("Contractor").

Whereas the City has prepared certain plans, specifications, proposal and bid documents dated the 2nd day of March, 2022, for the 2022 Intersection of South Linn and Union Street PCC Patching Project ("Project"), and

Whereas, said plans, specifications, proposal and bid documents accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the Project.

NOW, THEREFORE, IT IS AGREED:

1. The City hereby accepts the attached proposal and bid documents of the Contractor for the Project, and for the sums listed therein.
2. This Agreement consists of the following component parts which are incorporated herein by reference:
 - a. Addenda Numbers _____None_____;
 - b. "Standard Specifications for Highway and Bridge Construction," Series of 2016, Iowa Department of Transportation, as amended;
 - c. Plans;
 - d. Specifications and General Conditions;
 - i. Contract Compliance Program (Anti-Discrimination Requirements);
 - j. Proposal and Bid Documents; and
 - k. This Instrument.

The above components are deemed complementary and should be read together. In the event of a discrepancy or inconsistency, the more specific provision shall prevail.

3. The names of subcontractors approved by City, together with quantities, unit prices, and extended dollar amounts, are as follows (or shown on an attachment):

4. Payments are to be made to the Contractor in accordance with the General Conditions.

DATED this _____ day of _____, 20____.

City

Contractor

By _____

By _____

(City of Boone)

(Title)
(Company Official)

**INFORMAL PROJECT
GENERAL CONDITIONS**

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S-1 INTRODUCTORY STATEMENT

Division 11, General Requirements and Covenants of the Iowa Department of Transportation "Standard Specifications for Highway and Bridge Construction," Series of 2016, as amended, shall apply except as amended below.

S-2 DEFINITIONS.

ADD to or CHANGE the following definitions within 1101.03 of the IDOT STANDARD SPECIFICATIONS.

"ENGINEER" shall mean the Director of Public Works for the City of Boone, Iowa or his authorized representative.

"OWNER" and "CITY" shall mean the City of Boone, Iowa acting through the City Council and duly authorized agents.

"CONTRACTING AUTHORITY," "DEPARTMENT OF TRANSPORTATION," or "COUNTY" shall mean the CITY.

"IDOT STANDARD SPECIFICATIONS" shall mean the Iowa Department of Transportation "Standard Specifications for Highway and Bridge Construction," Series of 2016, as amended.

S-3 LIMITATIONS OF OPERATIONS.

Add the following paragraph to 1101.01 of the IDOT STANDARD SPECIFICATIONS:

Upon request Bidder may be required to submit three references on contract related work.

Add the following paragraph to 1108.03 of the IDOT STANDARD SPECIFICATIONS:

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.

S-4 INSURANCE.

A. CERTIFICATE OF INSURANCE; CANCELLATION OR MODIFICATION

1. Before commencing work, the Contractor shall submit to the City for approval a Certificate of Insurance, meeting the requirements specified herein, to be in effect for the full contract period. The name, address and phone number of the insurance company and agent must accompany the certificate.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Boone to immediately cancel the contract and/or to halt work on the contract, and to withhold payment for any work performed on the contract.

B. MINIMUM COVERAGE

Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability		<u>Combined Single Limit</u>
(1) Bodily Injury & Property Damage	\$500,000	
c. Workers' Compensation Insurance as required by Chapter 85, Code of Iowa		

In addition, the Contractor shall be required to comply with the following provisions with respect to insurance coverage:

1. The entire amount of Contractor's liability insurance policy coverage limits, identified in the policy and on the Certificate of Insurance, must, under the policy, be available to pay damages for which the insured Contractor becomes liable, or for which the insured assumes liability under the indemnity agreement herein contained, and such coverage amount shall not be subject to reduction or set off by virtue of investigation or defense costs incurred by Contractor's insurer.
2. The entire amount of the Contractor's liability insurance policy coverage limits shall be payable by the Contractor's insurer, with no deductible to be paid by, or self-insured retention to be attributed to, the Contractor unless this requirement is waived by the City. Contractor's Certificate of Insurance must set forth the nature and amount of any such deductible or self-insured retention.

3. If Contractor's liability insurance coverage is subject to any special exclusions or limitations not common to the type of coverage being provided, such exclusions or limitations shall be noted on the Certificate of Insurance.
4. The City prefers that Contractor provide it with "occurrence form" liability insurance coverage. If Contractor can only provide "claims-made" insurance coverage, then the Contractor must comply with the following requirements:
 - a. If the Contractor changes insurance carriers, or if Contractor's insurance coverage is canceled, during the contract period or within two years after City's acceptance of the work, Contractor agrees to immediately notify the City of such event.
 - b. If Contractor's insurance is canceled or is allowed to lapse during said period, Contractor shall be required to obtain replacement insurance coverage to fulfill its obligation hereunder.
 - c. If, during said period, Contractor voluntarily changes insurance carriers or is required to obtain replacement coverage from another carrier, Contractor shall either (1) purchase "tail" coverage from its first carrier effective for a minimum of two years after inception thereof, or (2) purchase "prior acts" insurance coverage from its new carrier, covering prior acts during the period of this Contract from and after its inception.
 - d. "Tail" or "prior acts" coverage so provided shall have the same coverage, with the same limits, as the insurance specified in this Contract, and shall not be subject to any further limitations or exclusions, or have a higher deductible or self-insured retention than the insurance which it replaces.
5. The City reserves the right to waive any of the insurance requirements herein provided. The City also reserves the right to reject Contractor's insurance if not in compliance with the requirements herein provided, and on that basis to either award the contract to the next low bidder, or declare a default and pursue any and all remedies available to the City.
6. In the event that any of the policies of insurance or insurance coverage identified on Contractor's Certificate of Insurance are canceled or modified, or in the event that Contractor incurs liability losses, either due to activities under this Contract, or due to other activities not under this Contract but covered by the same insurance, and such losses reduce the aggregate limits of Contractor's liability insurance below the limits required hereunder, then in that event the City may in its discretion either suspend Contractor's operations or activities under this Contract, or terminate this Contract, and withhold payment for work performed on the Contract.
7. In the event that any of the policies or insurance coverage identified on Contractor's Certificate of Insurance are canceled or modified, the City may in its discretion either suspend Contractor's operations or activities under this Contract, or terminate this Contract, and withhold payment for work performed on the Contract.

C. HOLD HARMLESS; ENDORSEMENT REQUIRED

1. The Contractor shall indemnify, defend and hold harmless the City of Boone and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's

operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

2. It is further specifically stipulated that the Contractor's insurance coverage shall include an endorsement that, with regard to Contractor's insurance coverage, the Contractor shall never assert any claim against the City, its officers or employees, arising in any way from this Agreement.
3. Contractor is not, and shall not be deemed to be, an agent or employee of the City of Boone, Iowa.

S-5 SUPERVISION AND SUPERINTENDENCE.

Add the following paragraph to 1105.05 of the IDOT STANDARD SPECIFICATIONS:

CONTRACTOR shall maintain a qualified and responsible person available 24 hours per day, seven days per week to respond to emergencies which may occur after hours. CONTRACTOR shall provide to ENGINEER the phone number and/or paging service of this individual.

S-6 CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS.

Add the following paragraph to 1108.01 of the IDOT STANDARD SPECIFICATIONS:

Bidders shall list those persons, firms, companies or other parties to whom it proposes/intends to enter into a subcontract regarding this project as required for approval by the City and as noted on the Form of Proposal and the Agreement.

S-7 COMPLIANCE WITH OSHA REGULATIONS.

Add the following paragraph to 1107.01 of the IDOT STANDARD SPECIFICATIONS:

The Contractor and all subcontractors shall comply with the requirements of 29 CFR 1910 (General Industry Standard) and 29 CFR 1926 (Construction Industry Standard). The Contractor and all subcontractors are solely responsible for compliance with said regulations.

The Contractor will provide Material Safety Data Sheets (MSDS) for all hazardous chemicals or materials that will be at the job site. The Material Safety Data Sheets will be submitted to the Project Engineering prior to the start of construction and supplemented as necessary throughout the project. This data is being provided for informational purposes only and does not relieve the contractor of any obligations for compliance with applicable OSHA and State laws regarding hazardous chemicals and right-to-know.

S-8 EMPLOYMENT PRACTICES.

Neither the Contractor nor his/her subcontractors, shall employ any person whose physical or mental condition is such that his/her employment will endanger the health and safety of themselves or others employed on the project.

Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:

To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age or disability unless such disability is related to job performance of such person or employee.

To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, gender identity, marital status, age, or disability unless such disability is related to job performance of such person or employee.

S-9 MEASUREMENT AND PAYMENT.

The detailed specifications of this document defines all pay items and methods of measurement and will supersede applicable sections in the IDOT STANDARD SPECIFICATIONS.

S-10 TAXES.

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certificate to purchase building materials, supplies, or equipment in the performance of the contract. The Contractor shall submit the information necessary for the certificates to be issued.

S-11 CONSTRUCTION STAKES.

Replace the last paragraph of 1105.06 of the IDOT Standard Specifications with the following:

The Contractor shall be responsible for the preservation of stakes and marks. Any necessary re-staking will be at the Contractor's expense and will be charged at a rate of \$75 per hour.

S-12 WORK DURING AN EMERGENCY.

The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases the Contractor shall notify the Engineer of the emergency as soon as practical, but shall not wait for instructions before proceeding to properly protect both life and property.

S-13 UTILITIES.

The Contractor is responsible for the field location of all utilities by qualified utility representatives prior to the start of construction and as required throughout the duration of the project.

If a utility is encountered during construction, the utility shall be protected. If a utility is damaged by the Contractor during construction, the utility shall be repaired by the Contractor at no cost to the City. The Contractor shall expose all utilities at the request of the Engineer for purposes of investigation. This work shall be considered incidental to the project and no additional compensation will be allowed thereof.

S-14 WASTE SITES.

All waste material shall be hauled to a site of the Contractor's choice with the Engineer's approval. Cost of disposal at the County Sanitary Landfill will be at the current rate per ton at the time of the contract; the Contractor may establish a charge account with the County which shall be paid prior to project acceptance. Disposal cost shall be included in the contract cost and no extra compensation will be allowed thereof.

S-15 MAINTENANCE AND CONTROL OF TRAFFIC.

All signs and barricades within and beyond the project area deemed appropriate by the Engineer will be the responsibility of the Contractor. The signs and barricades shall meet the requirements of Article 1107.09 of the "Standard Specifications" except as herein modified. Generator-operated traffic control devices cannot be operated in or near residential neighborhoods overnight. All work must be properly barricaded to eliminate hazards to pedestrians.

Properly constructed and lighted barricades shall be provided by the Contractor as needed to protect his work from traffic. "NO PARKING" signs will be furnished by the City to facilitate removal of parked cars ahead of the scheduled work.

24-hour maintenance of all traffic control devices is the responsibility of the Contractor.

S-16 MINOR WORK AND INCIDENTAL ITEMS OF CONSTRUCTION.

Any minor work not specifically mentioned in the specifications, 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.

There are items of construction noted in the specifications which shall be considered "incidental" to the contract or a particular bid item. In all cases thereof, no extra compensation will be allowed for the necessary labor, equipment, materials, etc. required to complete the "incidental" items of construction.

S-17 WORKING DAYS.

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.

All work **MUST** be completed by June 15, 2022.

S-18 CONTRACTOR PAYMENT.

Payment under this contract shall occur no more than once per month for work completed by the contractor. Payment is based on an estimate of the total amount and value of work completed. It is not the City's policy to pay for materials and equipment stored at the site.

DETAILED SPECIFICATIONS

01 - SUMMARY OF THE WORK

This project is located at the intersection of South Linn and Union, the location has been painted white. All Work shall be performed in accordance with the Statewide Urban Design Standards.

- A. Remove and replace the existing PCC street and sidewalk approach pavement with new sidewalk and ADA Sidewalk approach.
- B. Provide traffic control. Coordinate
- C. Install granular fill material to proper grade.

02 - MEASUREMENT AND PAYMENT

Work completed under the contract shall be measured by the Engineer. Payment will be based on the actual quantity of work performed according to the various classes of work specified unless noted in Part 3 of this section. The Contractor will be given an opportunity to be present during final measurement.

The Contractor shall accept the compensation as herein provided as full payment for furnishing materials, labor, tools and equipment and for performing work under the contract; also, for costs arising from the action of the elements, or from any unforeseen difficulties which may be encountered during the execution of the work and up to the time of acceptance.

Construction items may be bid as a lump sum item or as itemized work, which will be paid on a unit cost basis. In either case, some work may be required for which a separate pay item is not provided. Completion of this work is required. If a separate pay item is not provided for this work, it is to be considered incidental to the project and no separate payment will be made.

03 - BID ITEMS

A. GENERAL

The following subsections describe the measurement of and payment for the work to be done under the items listed in the FORM OF PROPOSAL.

Each unit or lump sum price stated shall constitute full payment as herein specified for each item of work completed in accordance with the drawings and specifications, including clean up.

It is the Contractor's responsibility to identify the locations of public and private utility fixtures. No additional compensation will be made for any interference or delay erosion caused by the placement and/or relocation of said fixtures.

Work associated with existing items on private and City property that are to be protected, removed, relocated, replaced, reinstalled or modified such as, but not limited to, parking posts, shop signs, post fencing, monitoring wells or trees is considered incidental unless it is listed as an item in the FORM OF PROPOSAL. Existing items damaged or unsuitable for relocation or reinstallation will be replaced with like item and painted, if necessary, at Contractor's expense.

All labor, materials and equipment required to bring surfaces to the proper elevation and density including loading, hauling, and disposal of unsuitable material, below grade excavation, borrow and hauling, placing, forming, drying, watering and compaction of fill material, and all such work as may be required to make the grading work complete with a uniform surface free of rock, broken concrete, tree roots, limbs and other debris is incidental to this project unless it is listed as an item in the FORM OF PROPOSAL.

The Contractor shall be responsible for continuous cleaning of mud and debris off adjacent driveways, streets, and private property, when mud and debris is deposited there as a result of any construction activity. The cost of clean up shall be incidental to that activity.

B. BID ITEM DESCRIPTIONS

1 – TRAFFIC CONTROL

The lump sum price for this item will be paid based on percent complete for furnishing, installing, maintaining, moving, relocating, and removing all traffic control devices including barricades, safety fencing, drums, lights, standard signs, temporary barrier rails, sequential flashing arrows, flaggers, uniformed officers, temporary pavement markings and orange safety fence at road closures and detours.

2 – PAVEMENT REMOVALS

The unit price for this item will be paid based on the number of square yards of all street pavements, driveways and parking lots removed as specified in the plans or as agreed upon in the field. Removal shall include Portland Cement Concrete, full depth Asphalt Cement Concrete, and/or brick roadways, driveways, parking lots, curbs and gutters, and sidewalks. Saw cuts and hauling and disposal of waste materials shall be incidental. All proposed saw cuts must be approved by the Engineer or designee.

3, 4, 6, 7 - INSTALL PAVEMENT, 8" PCC Street and 6" PCC Sidewalk

The unit price for this item will be paid based on the number of square yards of Portland Cement Concrete pavements, driveways and parking lots removed and constructed at the specified widths, thicknesses and mix designs. Also included with these items is excavation to place forms and pavement at required elevations, supply, placement and compaction of subgrade material under driveways and parking lots, forming, supply, placement and finishing of concrete, special concrete mixes, reinforcement, Portland Cement Concrete curb and curb drop installation, curing, jointing and joint sealing, grading to establish a uniform grade between the sidewalk and top of curb, and backfilling at curb lines, driveway edges and parking lot edges. Dowelled end joints are required as per SUDAS standards.

Aggregate durability class for all P.C. Concrete paving shall be Class 3. All PCC paving for streets and driveways shall be Class M, P.C. Concrete. Prior to all PCC paving, temperatures shall meet the requirements as stated per the IDOT specifications. Adjusting structures in the pavement shall be incidental to these items.

5 – Granular Subbase

The unit prices for these items shall constitute full payment for all labor, materials and equipment necessary for supply, delivery and installation and compaction of the granular subbase fill as tons necessary to raise the intersection subbase grade surrounding the existing sanitary sewer manhole to match pavement base.