

SPECIFICATIONS
FOR
DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005

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M^CCLURETM
ENGINEERING CO.

SPECIFICATIONS

FOR

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URBANDALE, IOWA**

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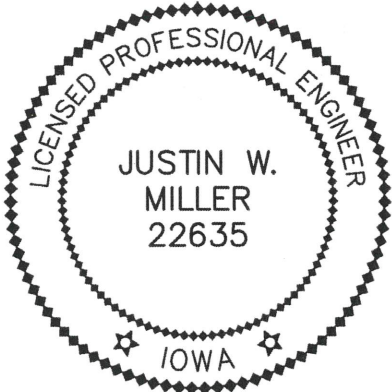
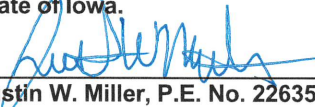

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p> </p> <hr/> <p>Justin W. Miller, P.E. No. 22635 Date</p> <p>My license renewal date is December 31, 2020.</p> <p><u>Pages or sheets covered by this seal:</u></p> <p><u>DOCUMENT TITLED:</u> DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA</p> <p>MEC PROJECT NO. 30318005</p>

TABLE OF CONTENTS

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA**

MEC PROJECT NO. 30318005

TITLE _____ PAGES _____

BIDDING AND CONTRACT DOCUMENTS

Notice To Bidders..... NOT-1 to NOT-3
Instructions to Bidders..... IB-1 to IB-9

BID DOCUMENT ITEMS

Proposal PROP-1 to PROP-6
Bid Bond..... BB-1

AWARD DOCUMENT ITEMS

Contract..... CONT-1 to CONT-2
Performance Bond PERF-1 to PERF-2
Payment Bond..... PAY-1 to PAY-3
Maintenance Bond MAIN-1 to MAIN-2
Notice of Award AWRD-1
Notice to Proceed..... PRCD-1
Acceptance..... ACPT-1

CONSTRUCTION DOCUMENT ITEMS

Release by Claimants REL-1
Insurance Requirements INS-1 to INS-3

GENERAL PROVISIONS

Regulations of the Contract..... REG-1 to REG-18
Supplemental Regulations SPR-1
Special Conditions..... SC-1 to SC-4
Plans List..... PLAN-1
Detailed Specifications DS-1 to DS-6
Railroad Special Provisions RR-1 to RR-19

BIDDING AND CONTRACT DOCUMENTS

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA**

MEC PROJECT NO. 30318005

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

Sealed bids for the work comprising the improvements generally defined below shall be filed before **10:00 A.M.** according to the clock in the Urbandale Water Utility office, 3720 86th Street, Urbandale, Iowa on the **11th day of August, 2020**, to the General Manager at the Urbandale Water Utility Office, 3720 86th Street, Urbandale, Iowa 50322. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Notice is hereby given that a public hearing will be held by the Urbandale Water Utility on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the **Douglas Avenue Water Main Improvements** project at its meeting at **4:30 P.M. on Tuesday, the 11th day of August, 2020**, at the Board Room at the Urbandale Water Utility Office, 3720 86th Street, Urbandale, Iowa. At the hearing, the Utility will receive and consider any objections made by any interested party, to the Plans and Specifications, proposed Form of Contract, and the Estimate of the Cost for the project.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and tabulated at **10:00 A.M. on the 11th day of August, 2020**, in said Board Room at Urbandale Water Utility Office, 3720 86th Street, Urbandale, Iowa for consideration by the Board at its meeting on Tuesday, August 11th, 2020. The tabulated results of the bid opening will be considered by the Urbandale Water Utility Board during its meeting at 4:30 P.M. on the 11th day of August, 2020 at the Board Room at Urbandale Water Utility Office, 3720 86th Street, Urbandale, Iowa. The Board may take action on the proposals submitted at said meeting, or at such other time and place as shall then be announced.

The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE with or without Bid Alternate No. 1. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the Utility.

General Nature of the Public Improvement

The construction of the Douglas Avenue Water Improvements project is generally located from 104th Street to just east of 100th Street along the north side of Douglas Avenue in the Urbandale, Iowa. The extent of work on this proposed project is the furnishing of all labor, equipment, and materials for the construction of the improvements, which consist of constructing:

Construction of approximately 1,244 LF of trenched water main, 112 LF of trenchless water main, 132 LF of trenchless water main with casing pipe, 790 SY of PCC paving with HMA overlay, full depth patching, sidewalk, shared use path, erosion control, seeding, field testing, traffic control, mobilization, and other miscellaneous construction activities will be necessary to complete the scope of construction services.

Commencement of Work

The awarded contractor shall submit a construction schedule within ten (ten) days upon receipt of the Notice to Proceed. The construction schedule shall demonstrate the proposed construction adhering to the completion requirements of the project. The Notice to Proceed will be issued upon approval of the contract by the Board.

NOT-1

Copies of the bid documents including project drawings and technical specifications will be on file starting the **22nd day of July, 2020** and may be inspected at the **office of the Urbandale Water Utility** on Mondays through Fridays between the hours of **8:00 a.m. and 4:00 p.m.** or at the office of McClure Engineering Company, at the address listed below, Mondays through Fridays between the hours of **8:00 a.m. and 5:00 p.m.**

A complete set of bid documents, including the Plans and Specifications, may be obtained from the office of the General Manager at 3720 86th Street, Urbandale, Iowa at no charge.

Complete digital project Bidding Documents and Contract Documents and Plans are available at www.questcdn.com. You may download the digital documents for free by inputting Quest project number **Quest CDN #7223931** on the website's Project Search page. Please contact QuestCDN.com at 952.233.1632 or info@questcdn.com for assistance in free membership registration, downloading, and working in this digital project information.

All bids must be filed at the Urbandale Water Utility office before the time herein set. All bids shall be made on forms furnished by the Utility and **obtained from McClure Engineering Company, 1360 NW 121st Street, Clive, Iowa 50325, 515-964-1229** and must be enclosed in a separate sealed envelope and plainly identified.

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. The Bidder's security shall be in the amount fixed in the Instructions to Bidders 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 Urbandale Water Utility. The bid shall contain no condition except as provided in the specifications. The bid security must be submitted in a separate sealed enveloped plainly identified.

Urbandale Water Utility reserves the right to defer acceptance of any bid for a period of thirty (45) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by Urbandale Water Utility and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless Urbandale Water Utility from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of four (4) years from and after acceptance of the Contract.

Urbandale Water Utility does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the Utility.

All Contractor(s) and subcontractor(s) are required to obtain tax exemption certificates from the Urbandale Water Utility for this project. These tax exemption certificates are only for use on this specific project as covered under the Contract. Before final payment will be made on this project, the Contractor(s) and subcontractor(s) shall provide lien waivers as required in the Specifications.

The project shall be complete by **May 31st, 2021**, however, if the contractor elects to begin construction in the fall of 2020, the project shall be substantially complete by November 27th, 2020 and fully complete by May 31st, 2021. Substantially complete includes the water main installed, tested and in operation as well as all paving complete. Failure to complete the work under the specified schedules will result in liquidated damages of **\$500.00** per day until this section of the project is complete.

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.

Each bid proposal shall include a "bidder status form". The form is available thru the following link: <http://www.lowadivisionoflabor.Gov/cites/authoring.lowadivisionoflabor.Gov/files/BP.Status.Form.pdf>. Failure to submit a fully completed bidder status form with the bid may result in the bid being deemed nonresponsive and rejected.

Published by the order of the Urbandale Water Utility of Urbandale, Iowa, on this _____ day of _____, 2020.

URBANDALE WATER UTILITY, URBANDALE, IOWA,

By: _____

Title: _____

01204988-1\13663-063

INSTRUCTIONS TO BIDDERS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS MEC PROJECT NO. 30318005

INDEX

- | | |
|--------------------------------------------------------------|-------------------------------------------------|
| 1. OWNER AND OWNER'S REPRESENTATIVE | 13. BID GUARANTY |
| 2. BIDDER REPRESENTATIONS | 14. BIDDER QUALIFICATIONS |
| 3. BID DOCUMENTS/PROJECT MANUAL | 15. ALTERNATE BIDS |
| 4. MODIFICATIONS TO PROJECT DOCUMENTS | 16. SUBMISSION OF BID PROPOSALS |
| 5. ERRORS AND DISCREPANCIES IN PROJECT DOCUMENTS | 17. BID PROTEST PROCEDURE |
| 6. CLARIFICATIONS AND INTERPRETATIONS | 18. BID OPENING |
| 7. INTERPRETATIONS OF ESTIMATED PROPOSAL QUANTITIES | 19. EVALUATION OF PROPOSALS |
| 8. EXAMINATIONS OF PLANS, SPECIFICATIONS AND SITE CONDITIONS | 20. BID INFORMALITIES AND IRREGULARITIES |
| 9. ISSUANCES OF PROPOSAL FORMS | 21. IRREGULAR PROPOSALS |
| 10. FORM OF PROPOSAL | 22. DISQUALIFICATION OF BID PROPOSALS |
| 11. SIGNATURE OF PROPOSAL | 23. CANCELLATION OF AWARD |
| 12. MODIFICATION OR WITHDRAWAL OF BID PROPOSAL | 24. NOTICE OF AWARD OF CONTRACT |
| | 25. RETURN OF BID GUARANTY |
| | 26. CONTRACT AGREEMENT |
| | 27. PERFORMANCE, MAINTENANCE, AND PAYMENT BONDS |
| | 28. CERTIFICATES OF INSURANCE |
| | 29. COMPLETION OF CONTRACT |

1. OWNER AND OWNER'S REPRESENTATIVE

- 1.1 The Owner as stated herein refers to the following agency, Urbandale Water Utility of Urbandale, Iowa.
- 1.2 The Owner's authorized representative as stated herein refers to the Owner's Consultant McClure Engineering Company, of Clive, Iowa, herein referred to as Engineer.
- 1.3 The Owner will receive and consider bids on the Project and will award a single Contract. The award of the Contract will be made to the lowest responsive, responsible bidder, based on the Bid Proposal Form with the lowest TOTAL BID PRICE with or without Bid Alternate No. 1. Notwithstanding the foregoing, the owner reserves the right to award the contract as it deems to be in the best interests of the Utility.

2. BIDDER REPRESENTATIONS

- 2.1 By submittal of a proposal (bid), the BIDDER represents the following:
 - 2.1.1 The Bidder has read and thoroughly examined the project documents
 - 2.1.2 The Bidder has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
 - 2.1.3 The Bidder has fully informed themselves of the project site, the project site conditions and the surrounding area.

- 2.1.4 The Bidder has familiarized themselves of the requirements of working on the roadway and understands the site conditions that may in any manner affect cost, progress or performance of the work.
- 2.1.5 The Bidder has correlated their observations with that of the project documents.
- 2.1.6 The Bidder has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- 2.1.7 The Bidder is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- 2.1.8 The Bidder has complied with all requirements of these instructions and the associated bid documents.

3. BID DOCUMENTS/PROJECT MANUAL

- 3.1 The bid documents are comprised of the following; Notice-to-Bidders, Instructions-to-Bidders, General Provisions, Technical Specifications, Project Drawings, Proposal Form with attachments, Form of Contract Agreement, any authorized addenda issued by the Owner and any document incorporated in whole or in part by reference therein.
- 3.2 Technical Specifications shall include all Specifications herein and all applicable Sections of the Iowa Statewide Urban Design and Specifications, current edition.
- 3.3 All documents comprising the Bid Documents are complementary to one another and together establish the complete terms, conditions and obligations of the successful bidder.
- 3.4 Those individual elements of the Contract Documents that are bound together shall also be referred to as the Project Manual. No part of the project manual that is bound may be removed or detached.
- 3.5 Prospective bidders may obtain a copy of the project manual and project drawings from the designated office identified within the Notice of Public Hearing and Letting.

4. MODIFICATIONS TO PROJECT DOCUMENTS

- 4.1 Modifications to the project documents may only be made by written addendum issued by the Owner or the Engineer. Verbal explanations, interpretations or comments made by the Owner or Owner's representative shall not be binding. Addenda will be transmitted to all known official plan holders. Each bidder shall certify at the time of bid submittal that they acknowledge receipt of all issued addenda.

5. ERRORS AND DISCREPANCIES IN PROJECT DOCUMENTS

- 5.1 Should Bidder find an error, discrepancy, ambiguity or omission in the project documents prior to submittal of a proposal, the Bidder is obligated to contact the Owner or Engineer with written notice of the error, discrepancy, ambiguity or omission. The written notice shall identify the nature and location of the error, discrepancy, ambiguity or omission. Corrections or modifications to the project documents will only be made by written addendum as prescribed herein. By submittal of a Bid Proposal, Bidder represents that they have thoroughly reviewed the project documents and that they have not identified any error, discrepancy, ambiguity or omission that would affect cost, progress or performance of the project work.

6. CLARIFICATIONS AND INTERPRETATIONS

- 6.1 A bidder requiring a clarification or interpretation of the project documents shall make a written request to the Owner or Engineer. The Owner or Engineer must receive the written request a minimum of three (3) calendar days prior to the date of the bid opening.

7. INTERPRETATIONS OF ESTIMATED PROPOSAL QUANTITIES

- 7.1 An estimate of quantities of work to be accomplished and materials to be furnished under these specifications is stated within the project manual. This estimate is a result of careful calculations and is believed to be correct. The estimated quantities are given only as a basis for comparison of proposals and the award of contract. The Owner does not expressly or impliedly agree that the actual quantities involved will correspond exactly with the estimated quantities.
- 7.2 The Bidder shall not plead misunderstandings or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased without in any way invalidating the unit bid prices.

8. EXAMINATION OF PLANS, SPECIFICATIONS AND SITE CONDITIONS

- 8.1 As stated within the "Bidder Representations" and reaffirmed herein, the Bidder is expected to carefully examine the site of the proposed work, the proposal, drawings, specifications, terms and conditions of the proposed agreement and the form of agreement. The Bidder shall satisfy themselves as to the character, quality, and quantities of work to be performed, materials to be furnished and as to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans and specifications.
- 8.2 Boring logs and other records of subsurface investigations and tests, as appropriate may be available for inspection by the Bidder. It is understood and agreed that such subsurface information, whether included in the project drawings, specifications or otherwise made available to the Bidder, was obtained and is intended for the owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agrees that Bidder is solely responsible for all assumptions, deductions, or conclusions which he or she may make from his or her examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

9. ISSUANCE OF PROPOSAL FORMS

- 9.1 The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should the bidder be in default for any of the following reasons:
- 9.1.1 Failure to comply with any pre-qualification regulations of the owner, if such regulations are cited or otherwise included, in the proposal as a requirement for bidding.
- 9.1.2 Failure to pay, or satisfactory settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to a prospective bidder.

9.1.3 Contractor default under previous contracts with the owner.

9.1.4 Unsatisfactory work on previous contracts with the owner.

10. FORM OF PROPOSAL

10.1 All bid proposals shall be made on the forms provided by the Owner within the bound Project Manual. No bidder may submit more than one proposal. All proposals are to be written in ink and shall be clearly legible. All blank spaces in the proposal forms shall be legibly completed for each and every bid item. The Bidder shall not qualify any bid item. The Bidder shall initial any erasures and alterations made on the proposal form by the bidder.

10.2 The Bidder shall state the price of their bid in U.S. dollars and cents in both written and numeral format. In the event of a discrepancy, the written value will take precedence.

11. SIGNATURE OF PROPOSAL

11.1 The proposal shall be signed and dated by an authorized representative of the Bidder. All signatures shall be made with an ink pen. The Bidder's representative shall have the legal authority to obligate and bind the Bidder to the terms and conditions of the contract. The Bidder shall legibly state the name of the Bidder's representative, the legal name of the Bidder, the address of the Bidder including City, State and Zip Code, and the telephone number of the Bidder.

11.1.1 For bids by corporations, an officer of the corporation shall sign the bid, the State of incorporation shall be identified and the corporate seal affixed.

11.1.2 For bids submitted by an agent, evidence of the power of attorney shall be attached to the bid.

11.1.3 For bids submitted by a partnership or joint venture, the proposal shall identify the name of all firms and the authorized parties of all firms. A copy of the partnership/joint-venture agreement shall be provided to the Owner as an attachment to the proposal.

12. MODIFICATION OR WITHDRAWAL OF BID PROPOSAL

12.1 Bidder may modify or withdraw their proposal at any point up to the specified time and date identified for receipt of proposals. Any request for bid withdrawal or modification by the Bidder that is received after the specified time and date for receipt of proposals will be returned unopened to the sender.

12.2 Any modification to a Bidder's proposal, subject to the time constraint noted herein, must be made on the proposal forms contained in the project manual. The Bidder's authorized representative must sign the modification. The modification shall be placed in a sealed envelope and the statement "Modification to Proposal" shall be legibly marked in the upper left hand corner. Withdrawal of a proposal may be made, subject to the time constraint noted herein, only with written confirmation under signature of the Bidder.

13. BID GUARANTY

13.1 Each bid proposal must be accompanied by a bid guaranty in the amount of ten percent (10%) of the total amount of the bid. The bid guaranty may be by bid bond or certified check made payable to the Owner. The bid bond shall be from a responsible surety

qualified to conduct business within the State of Iowa. A certified check shall be issued from a responsible and solvent bank or trust company.

14. BIDDER QUALIFICATIONS

- 14.1 Each Bidder shall furnish the owner satisfactory evidence of their competency and financial capability to perform the proposed work. The Bidder shall demonstrate that they are a responsible firm that possesses the skills, abilities, and integrity to faithfully perform the project work. To be determined responsible, a prospective contractor must:
 - 14.1.1 Have adequate resources (financial, technical, etc.) to perform the contract, or the ability to obtain them;
 - 14.1.2 Be able to comply with the required or proposed delivery or performance schedule, considering all existing business commitments;
 - 14.1.3 Have a satisfactory performance record;
 - 14.1.4 Have a satisfactory record of integrity and business ethics; and
 - 14.1.5 Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 14.2 Evidence of competency shall consist of statements covering the Bidder's past experience on similar work, a listing of plant and equipment immediately available for use on the project, and a listing of key personnel that are available for the project. The listing for plant and equipment shall identify the type, the capacity and the present condition of the item.

15. ALTERNATE BIDS

- 15.1 Bidder shall complete all blanks provided on the proposal forms.

16. SUBMISSION OF BID PROPOSAL

- 16.1 Proposals shall be sent to arrive at the specified time and date for receipt of bids. Proposals received after the specified time will not receive consideration and will be returned unopened. Proposals shall be enclosed in a sealed opaque envelope. Each proposal shall be addressed to the office location identified in the Notice of Public Hearing and Letting. The upper left hand corner of the envelope shall be marked as follows:

Sealed Bid Proposal

Bid of: _____
(Insert Name of Bidder)

For construction improvements of: Douglas Avenue Water Main Improvements

MEC Project No.: 30318005

To be opened at: 10:00 A.M. on the 11th day of August, 2020

- 16.2 For a modification to a previously submitted proposal, insert "Modification to Proposal" in place of "Sealed Bid Proposal"

17. BID PROTEST PROCEDURE

- 17.1 Any potential bidder wishing to file a protest concerning alleged improprieties with this solicitation must submit the protest in written format 48 hours prior to the specified time of the bid opening. The formal written protest must identify the name of vendor contesting the solicitation, the project name and number, and the specific grounds for the protest. All determinations made by the Owner are final. Bidders desiring a complete copy of the Owners protest procedures must make a written request to the Owner.

18. BID OPENING

- 18.1 All proposals submitted prior to the stated time and date for receipt of bids will be publicly opened and read aloud by the Owner or the Owner's representative. Bidders, their authorized agents, and other interested parties are invited to attend. Proposals submitted after the stated time and date for receipt of bids will be automatically rejected without consideration and will be returned unopened.

19. EVALUATION OF PROPOSALS

- 19.1 Proposals may be held by the Owner for purposes of review and evaluation by the Owner for a period not to exceed 30 calendar days from the stated date for receipt of bids. The Owner will tabulate all bids and verify proper extension of unit costs. The Bidder shall honor their proposal for the duration of this period of review and evaluation. The bid guaranty will be held by the Owner until this period of review has expired or a contract has been formally executed.

20. BID INFORMALITIES AND IRREGULARITIES

- 20.1 The Owner reserves the right to waive any informality or irregularity discovered in any proposal, which in the owner's judgment best serves the Owner's interest. In the situation where an extension of a unit price is found to be incorrect, the stated unit price and correct extension will govern. In the event of a discrepancy between the written and numeral values, the written value shall take precedence.

21. IRREGULAR PROPOSALS

- 21.1 Proposals meeting the following criteria are subject to consideration as being irregular:
- 21.1.1 If the proposal is on a form other than that furnished by the Owner or Owner's representative.
 - 21.1.2 If the form furnished by the Owner or Owner's representative is altered or detached from the original document.
 - 21.1.3 If there are unauthorized additions, conditional or alternate pay items or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
 - 21.1.4 If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized pay items, for which the Bidder is not required to furnish a unit price.
 - 21.1.5 If the proposal contains unit prices that are obviously unbalanced.
 - 21.1.6 If the proposal is not accompanied by the bid guarantee specified herein.

22. DISQUALIFICATION OF BID PROPOSALS

- 22.1 The Owner reserves the right to reject any or all bids, as determined to be in the best interest of the Owner.
- 22.2 Causes for rejection of proposals include but are not limited to:
 - 22.2.1 Submittal of an irregular proposal;
 - 22.2.2 Submittal of more than one proposal from the same partnership, firm or corporation;
 - 22.2.3 Failure by Bidder to submit the bid prior to the stated time and date for receipt of bids;
 - 22.2.4 Failure by Bidder to furnish satisfactory bid guarantee;
 - 22.2.5 Failure by Bidder to provide all information required of the bid forms;
 - 22.2.6 Failure by Bidder to comply with the requirements of bid instructions;
 - 22.2.7 Determination by the Owner that Bidder is not qualified to accomplish the project work;
 - 22.2.8 Determination by the Owner that the Bidder has placed conditions on or qualified their proposal;
 - 22.2.9 Discovery of any alteration, interlineations or erasure of any project requirement by the Bidder;
 - 22.2.10 Evidence of collusion among bidders.

23. CANCELLATION OF AWARD

- 23.1 At any time prior to execution of a contract agreement, the Owner reserves the right to cancel the award for any reason without liability to the Bidder, with the exception of the return of the bid guaranty, at any time prior to execution of the contract.

24. NOTICE OF AWARD OF CONTRACT

- 24.1 It is the intent of the Owner, after a period of review and evaluation, to award a contract to the responsible bidder that submits the lowest responsive proposal. The successful bidder will be informed their bid has been accepted through the Owner's issuance of a Notice-of-Award. The Notice-of-Award shall not be construed as a binding agreement. The proper execution of a contract agreement shall serve as the binding agreement.
- 24.2 Award of Alternates - Unless specifically stated, the Owner reserves the right to accept alternates in any order or combination, which in the judgment of the Owner, best serves the Owner's interest.

25. RETURN OF BID GUARANTY

- 25.1 The bid guaranty of the successful Bidder will be returned upon successful execution of the contract documents as specified herein. Failure by the successful Bidder to execute the contract documents within the specified time shall result in forfeiture of the bid guaranty. The bid guaranty of the second and third lowest responsible bidders will

be retained for a period of 45 days pending the execution of the contract documents by the successful bidder.

- 25.2 Except as noted above, the bid guaranty of unsuccessful bidders will be returned at the point their proposal is rejected.

26. CONTRACT AGREEMENT

- 26.1 The successful Bidder shall execute the contract agreement in accordance with the accepted bid proposal within ten (10) days of the date of the Notice-of-Award. Failure to execute the contract agreement within the specified time frame may result in the bid being awarded to the next low bidder and shall result in the forfeiture of the Bidder's bid guarantee as a liquidated damage.

27. PERFORMANCE, MAINTENANCE, AND PAYMENT BONDS

- 27.1 The successful Bidder shall furnish separate performance and payment bonds each in the amount of 100% of the contract price. The bonds shall be made payable to the Owner as security for faithful performance of the contract and for the payment of all persons, firms or corporations to whom the Bidder may become legally indebted for labor, materials, tools, equipment or services in the performance of the project work. The form of the bond shall be that provided within the project manual. The current power of attorney for the person signing the bond as a representative of the surety shall be attached to the bonds.
- 27.2 The executed bonds shall be delivered to the Owner within ten (10) calendar days from the date of Notice of Award. Bonds should not be executed prior to execution of the contract agreement. The bonds shall be issued by a solvent Surety, which is certified to operate within the State the project work is located if specifically requested by the Owner, the successful Bidder shall obtain and submit information on the surety's financial strength rating.
- 27.3 *Maintenance Bond:* The Maintenance Bond will be in effect for four (4) years from the date of final acceptance of the project by the Water Utility. The four (4) year bond shall cover all work and materials.

28. CERTIFICATES OF INSURANCE

- 28.1 The successful Bidder shall furnish to the Owner all required certificates of insurance as specified with the project manual.
- 28.2 Upon receipt of the Contract Agreement, Contract Bonds and Certificate of Insurance as executed from the successful Bidder, the Owner will complete execution of the contract conditioned upon the Owner's judgment that it remains in their best interest to enter into the Agreement.
- 28.3 Delivery of the fully executed Contract Agreement to the successful Bidder shall constitute the Owner's approval to be bound by the successful Bidder's proposal and all terms and conditions of the Contract Agreement. Upon satisfactory execution of the contract by the successful Bidder and the Owner, all references to "Bidder" in the bid documents become equivalent to the term "Contractor".

29. COMPLETION OF THE CONTRACT

- 29.1 The project shall be complete by **May 31st, 2021**, however, if the contractor elects to begin construction in the fall of 2020, the project shall be substantially complete by November 27th, 2020 and fully complete by May 31st, 2021. Substantially complete

includes the water main installed, tested and in operation as well as all paving complete. Failure to complete the work under the specified schedules will result in liquidated damages of **\$500.00** per day until this section of the project is complete.

BID DOCUMENT ITEMS

PROPOSAL

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

PROPOSAL:

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

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

**TO THE: Urbandale Water Utility
 3720 86th Street
 Urbandale, IA 50322**

The undersigned as a Bidder declares that the Bidder 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 the Bidder 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 the Bidder's direction:

The Undersigned submits herewith a (Bid Bond _____) (Certified Check _____) (Cashier's Check _____)

in the amount of _____
_____ (\$ _____)

which shall become the property of the Urbandale Water Utility of Urbandale, 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.

Bidder: _____

By: _____

Title: _____

Date: _____

PROPOSAL SCHEDULE

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBAN DALE, IOWA MEC PROJECT NO. 30318005

1. Construct the **DOUGLAS AVENUE WATER MAIN IMPROVEMENTS** project for the following Unit and Lump Sum Prices.

ESTIMATED PROJECT QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	TOPSOIL, ON-SITE	CY	375	\$	\$
2	SUBGRADE PREPARATION	SY	790	\$	\$
3	FILLING AND PLUGGING OF KNOWN CULVERTS, PIPES, AND CONDUITS, WATER MAIN, 12 IN. DIA.	LF	145	\$	\$
4	TRENCH FOUNDATION	TON	50	\$	\$
5	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	50	\$	\$
6	WATER MAIN, TRENCHED, PVC, 6 IN. DIA. (RESTRAINED JOINTS)	LF	24	\$	\$
7	WATER MAIN, TRENCHED, PVC, 8 IN. DIA.	LF	6	\$	\$
8	WATER MAIN, TRENCHED, PVC, 10 IN. DIA.	LF	6	\$	\$
9	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	940	\$	\$
10	WATER MAIN, TRENCHED, DUCTILE IRON, 12 IN. DIA., NITRILE GASKETS	LF	268	\$	\$
11	WATER MAIN, TRENCHLESS, PVC, 12 IN. DIA.	LF	112	\$	\$
12	WATER MAIN WITH 20 IN. CASING PIPE, TRENCHLESS, PVC, 12 IN. DIA.	LF	132	\$	\$
13	FITTINGS BY WEIGHT, DUCTILE IRON	LB	2,100	\$	\$
14	VALVE, GATE, 8 IN. DIA.	EA	1	\$	\$
15	VALVE, GATE, 10 IN. DIA.	EA	2	\$	\$
16	VALVE, GATE, 12 IN. DIA.	EA	7	\$	\$
17	VALVE REMOVAL	EA	4	\$	\$
18	VALVE BOX REMOVAL	EA	6	\$	\$
19	CONNECTION TO EXISTING WATER MAIN	EA	7	\$	\$

PROPOSAL SCHEDULE

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
BASE BID (CONTINUED)					
20	REMOVE WATER MAIN	LF	400	\$	\$
21	REMOVE MANHOLE	EA	1	\$	\$
22	PAVEMENT, PCC, 8 IN.	SY	790	\$	\$
23	HMA OVERLAY, 2 IN.	SY	790	\$	\$
24	REMOVAL OF SIDEWALK	SY	14	\$	\$
25	REMOVAL OF SHARED USE PATH	SY	305	\$	\$
26	SHARED USE PATH, PCC, 5 IN.	SY	205	\$	\$
27	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	205	\$	\$
28	SIDEWALK, PCC, 4 IN.	SY	27	\$	\$
29	SIDEWALK, PCC, 6 IN.	SY	103	\$	\$
30	DETECTABLE WARNING	SF	72	\$	\$
31	FULL DEPTH PATCHES	SY	243	\$	\$
32	PAVEMENT REMOVAL	SY	790	\$	\$
33	TRAFFIC SIGNAL	LS	1	\$	\$
34	PAINTED PAVEMENT MARKING, SOLVENT/WATERBORNE	STA	4.5	\$	\$
35	PAINTED SYMBOLS AND LEGENDS	EA	4	\$	\$
36	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
37	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING - URBAN TEMP. EROSION CONTROL MIXTURE	ACRE	0.5	\$	\$
38	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING - PERMANENT LAWN MIXTURE	ACRE	0.5	\$	\$
39	WARRANTY	LS	1	\$	\$
40	FILTER SOCKS, 8 IN.	LF	1,500	\$	\$
41	FILTER SOCKS, REMOVAL	LF	1,500	\$	\$

PROP-4

PROPOSAL SCHEDULE

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBAN DALE, IOWA
MEC PROJECT NO. 30318005**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
BASE BID (CONTINUED)					
42	INLET PROTECTION DEVICE, OPEN THROAT CURB TYPE	EA	5	\$	\$
43	EROSION CONTROL MULCHING, CONVENTIONAL	AC	0.5	\$	\$
44	CONSTRUCTION SURVEY	LS	1	\$	\$
45	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	\$	\$
46	MOBILIZATION	LS	1	\$	\$
47	CONCRETE WASHOUT	LS	1	\$	\$
48	RAILROAD COORDINATION	LS	1	\$	\$
TOTAL BASE BID					\$

PROPOSAL SCHEDULE

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBAN DALE, IOWA MEC PROJECT NO. 30318005

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
BID ALTERNATE NO. 1					
2	SUBGRADE PREPARATION	SY	-790	\$	\$
9	WATER MAIN, TRENCHED, PVC, 12 IN. DIA.	LF	-289	\$	\$
10	WATER MAIN, TRENCHED, DUCTILE IRON, 12 IN. DIA., NITRILE GASKETS	LF	-142	\$	\$
11	WATER MAIN, TRENCHLESS, PVC, 12 IN. DIA.	LF	241	\$	\$
BA1.01	WATER MAIN, TRENCHLESS, DUCTILE IRON, 12 IN. DIA., NITRILE GASKE	LF	190	\$	\$
22	PAVEMENT, PCC, 8 IN.	SY	-790	\$	\$
23	HMA OVERLAY, 2 IN.	SY	-790	\$	\$
25	REMOVAL OF SHARED USE PATH	SY	-33	\$	\$
26	SHARED USE PATH, PCC, 5 IN.	SY	-6	\$	\$
27	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	-6	\$	\$
29	SIDEWALK, PCC, 6 IN.	SY	-31	\$	\$
30	DETECTABLE WARNING	SF	-20	\$	\$
31	FULL DEPTH PATCHES	SY	115	\$	\$
32	PAVEMENT REMOVAL	SY	-790	\$	\$
33	TRAFFIC SIGNAL	LS	-1	\$	\$
34	PAINTED PAVEMENT MARKING, SOLVENT/WATERBORNE	STA	-2.5	\$	\$
35	PAINTED SYMBOLS AND LEGENDS	EA	-4	\$	\$
TOTAL BID ALTERNATE NO. 1					\$
TOTAL BASE BID + BID ALTERNATE NO. 1					\$

2. The work will be started within ten (10) calendar days after date set forth in written Notice to Proceed and will be completed as defined in the NOTICE OF HEARING AND LETTING and SPECIAL CONDITIONS.
3. Liquidated damages defined in the NOTICE OF HEARING AND LETTING 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 Regulation of the Contract Section 28.1.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____, as Principal, and _____, as Surety, are held and firmly bound unto the **Urbandale Water Utility of Urbandale, Iowa**, hereinafter called "**OWNER**" in the penal sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated _____, 2020, for:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate;

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and for all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the Specifications or by law.

The Surety, for value received, 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 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 WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, 2020.

Witness Principal _____(Seal)

By _____
(Title)

Surety _____(Seal) Witness

By _____
(Title)

ATTACH POWER OF ATTORNEY

IMPORTANT: Surety companies executing this Bond must appear on the U.S. Treasury Department's current list (Circular 570, as amended) and be authorized to transact business in the State of Iowa.

AWARD DOCUMENT ITEMS

CONTRACT

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between the **Urbandale Water Utility of Urbandale, Iowa**, hereinafter referred to as the "**OWNER**" and _____ of, _____ hereinafter called the "**CONTRACTOR**".

WITNESSETH, the Contractor for and in the sum of _____
(\$ _____), payable as set forth in the Specifications constituting a part of this Contract, hereby agrees to construct in accordance with the Plans and Specifications therefore, including _____ and drawing(s) numbered _____ inclusive, and in the locations designated in the Notice of Hearing and Letting, various work as follows:

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

all in accordance with the Plans, Specifications, Notice of Hearing and Letting, Special Provisions, Construction Details, and Proposal form. Said Specifications and Plans are hereby made a part of and the basis of this agreement and a true copy of said Plans and Specifications on file with Urbandale Water Utility starting _____, 2020, Urbandale, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amount set forth, and according to the conditions as set forth in the Specifications.

That it is understood that the parties named herein are the only persons interested in this contract as principals.

That the Contractor has examined the surface and the subsurface of the site of the proposed work, Plans and Specifications, Special Provisions, and Contract Documents in order that he might become familiar with the character, quality and quantity of the work to be performed, the materials to be furnished and the requirements of the Specifications, Special Provisions, construction details and Contract Documents.

That it is mutually understood and agreed by the parties hereto that the Plans and Specifications prepared by McClure Engineering Company, Clive, Iowa, dated _____, for this Project, are and constitute the basis of Contract between the parties hereto.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interest of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained, and provided, certificates to the Owner, from responsible insurance companies all insurance required, and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

That the Contractor shall not start working on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted price shall be executed by the Owner and the Contractor.

That the Contractor, at all times, shall observe and comply with all Federal, State, Territory or Possession, and Local Laws, codes, ordinances, and regulations in any manner affecting the conduct of the work; and the Contractor and his Surety shall indemnify and save harmless the Owner and Engineer and all his officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

That it is further understood and agreed by the parties to this contract that the above work shall be completed within the time specified in the "Notice to Proceed". The time of commencing and completion of said Work is the essence of this Contract.

It is further understood that any action in court against the Contractor or sureties on his Bond, because of damages to property or individuals by said Contractor, or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa in and for Urbandale Water Utility of Urbandale, Iowa.

It is understood that if the Contractor fails to perform this work in a timely fashion, or the quality of workmanship or materials are not acceptable and additional engineering time and expense is required to resolve the construction issue(s), there will be additional costs to the Owner for this additional engineering. The Contractor will be required to pay the Owner for this additional engineering expense. Payments may be withheld from Contractors payments. These costs will not be considered liquidated damages, but will be direct additional costs to be paid for by the Contractor.

IN WITNESS WHEREOF the parties hereto have set their hands for the purpose herein expressed to this and three other instruments of like tenor as of the _____ day of _____, 2020.

**OWNER: URBANDALE WATER UTILITY,
URBANDALE, IOWA**

Witness

By: _____

CONTRACTOR:

Witness

By: _____

Title: _____

Address: _____

PH. _____ FAX _____

EMAIL _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the:

Urbandale Water Utility
(Name of Owner)

3720 86th Street, Urbandale, Iowa 50322
(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum of: _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and, if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the

PERF-1

Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND and whether referring to this BOND, the Contract or the loan documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiaries hereunder.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the _____ day of _____, 2020.

ATTEST:

CONTRACTOR:

(Principal) Secretary

(Company)

(SEAL)

(Address)

(Witness as to Principal)

(Address)

SURETY ATTEST:

(Secretary)

(Surety Company)

(SEAL)

(Witness as to Surety)

By _____
(Attorney-in-Fact)

(Address)

(Address)

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners must execute BOND.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT:

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the:

Urbandale Water Utility
(Name of Owner)

3720 86th Street, Urbandale, Iowa 50322
(Address of Owner)

hereinafter called OWNER and unto all persons, firms, and corporations who or which furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of : _____

_____ (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the _____ day of _____, 2020, a copy of which is hereto attached and made a part hereof for the construction of:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

Now, therefore, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK and for all labor performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this

BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located and save that such service need not be made by a public officer; (b) After the expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed this the _____ day of _____, 2020.

ATTEST:

CONTRACTOR:

(Principal) Secretary

(Company)

(SEAL)

(Address)

(Witness as to Principal)

(Address)

SURETY ATTEST:

(Secretary)

(Surety Company)

(SEAL)

By _____
(Attorney-in-Fact)

(Witness as to Surety)

(Address)

(Address)

Note: Date of Bond must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners must execute BOND.

MAINTENANCE BOND

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned, _____ of _____, hereinafter referred to as "Contractor" and _____, a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are held and firmly bound unto the **Urbandale Water Utility**, hereinafter referred to as "Owner" in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States of America for the payment of which sum, will and truly be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WITNESSETH:

WHEREAS, the above bonded Contractor has, on the ____ day of _____, 2020, entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment, tools, superintendents, labor and other facilities, and accessories, for the construction of certain improvements as designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract being attached hereto and made a part hereof.

WHEREAS, a further condition of said contract is that the Contractor should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of 4 years from the date of acceptance of the work under said contract.

WHEREAS, the _____, a Corporation organized under the laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, has agreed to join said Contractor in such bond of guarantee, indemnifying said **Urbandale Water Utility** as aforesaid;

Within the time period specified in the maintenance portion of the bond, the Contractor shall and when ordered by the Engineer, repair, replace, or rebuild such portions of the work determined to be faulty by the Engineer because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the contractor fails to submit such written report or make repairs approved by the Engineer, the **Urbandale Water Utility** shall have the right to make such repairs and collect from the Contractor, or its surety all outlay and expenses the **Urbandale Water Utility** incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety. Persistent failure by the Contractor to make such repairs may constitute grounds for disqualification of the Contractor from bidding on future projects.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor does and shall at the Contractor's own cost and expense, remedy any and all defects that may develop in said work, within 4 years from the date of acceptance of the work under said contract, by reason of defective workmanship or defective material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that the Contractor shall be and remain liable for failure to adhere to the specifications which form the basis for the work. The sureties have furnished the Performance and Payment Bonds for this Project. Thus the Original Work is bonded.

MAIN-1

IN WITNESS WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at _____, on the _____ day of _____, 2020.

Contractor

By: _____
(Seal)

Surety Company

By: _____
(Attorney-in-Fact)
(Seal)

By: _____

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the Bond.)

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated _____ and Information to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR's Performance BOND, Payment BOND and Certificates of Insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____, 2020.

**OWNER: URBANDALE WATER UTILITY
URBANDALE, IOWA**

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged _____,
this the _____ day of _____, 2020.

By: _____

Title: _____

NOTICE TO PROCEED

DATE: _____

TO: _____

PROJECT DESCRIPTION:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 2020, on or before _____, 2020, and you are to complete the WORK within the following schedule:

The project shall be complete by **May 31st, 2021**, however, if the contractor elects to begin construction in the fall of 2020, the project shall be substantially complete by November 27th, 2020 and fully complete by May 31st, 2021. Substantially complete includes the water main installed, tested and in operation as well as all paving complete. Failure to complete the work under the specified schedules will result in liquidated damages of **\$500.00** per day until this section of the project is complete.

thereafter, and shall adhere to all phasing restrictions set forth.

You hereby acknowledge because you, as the Contractor, have sole control over you and your subcontractors construction means, methods, sequences, techniques, proceedings, property and personal safety on the job site, you will be fully responsible for these items and not expect or intend that the Owner, Engineer or Engineer's On-Site Representative will assume these duties or responsibilities and shall hold the Owner and the Engineer harmless from your actions.

**OWNER: URBANDALE WATER UTILITY
URBANDALE, IOWA**

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged _____, this the _____ day of _____, 2020.

By: _____

Title: _____

ACCEPTANCE

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

On this _____ day of _____, 2020, I, the Urbandale Water Utility, being duly authorized by law, do hereby accept the proposal of _____, CONTRACTOR and the SURETY, _____, to perform and guarantee the performance of the work set out in this Contract for **MEC Project No. 30318005**:

**DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBANDALE, IOWA
MEC PROJECT NO. 30318005**

and do hereby obligate the Urbandale Water Utility, Iowa, for the total amount not to exceed _____ therefore, the foregoing Bonds are approved.

**OWNER: URBANDALE WATER UTILITY
URBANDALE, IOWA**

By _____

The foregoing Contract is approved as to form and legality.

By _____
Utility Attorney

CONSTRUCTION DOCUMENT ITEMS

RELEASE BY CLAIMANTS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBAN DALE, IOWA
MEC PROJECT NO. 30318005

The undersigned, having received payment in full for all labor, materials, supplies or equipment supplied to _____, **Contractor**, or to any subcontractor, in the construction or repair of the improvement project known as:

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS
URBAN DALE, IOWA
MEC PROJECT NO. 30318005

, and furnished in the execution and fulfillment of the Contract between said Contractor and the **Urbandale Water Utility of Urbandale, Iowa, Owner**, dated _____, 2020, do (does) hereby release and waive any and all claims, liens, and lien rights, of any kind, nature, or description whatsoever, against said property and the Owner thereof, and against said Contractor:

<u>Lien or Claimant</u>	<u>Work or Materials</u>	<u>Amount</u>	<u>Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
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_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

INSURANCE REQUIREMENTS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

A. General:

1. Purchase and maintain insurance to protect Contractor and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner.
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 cancelled or changed. All certificates of insurance shall be delivered to Owner prior to time that any operations under this contract are started.
3. All of said Contractor's certificates of insurance shall be written on an insurance company authorized to do business in the State of Iowa.

B. Insurance requirements:

1. Purchase and maintain such insurance as will protect Contractor and Owner 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 himself/herself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. Claims under worker's or workmen's compensation, disability benefit and other similar employee benefits acts.
 - b. Claims for damages because of bodily injury, occupational sickness or disease, or death of employees.
 - c. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees.
 - d. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by anyone other person.
 - e. Claims for damage, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
 - f. 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.

C. Liability limits: The insurance required by paragraph 8.A.2 shall be written for not less than any Limits of liability specified herein, or required by law, whichever is greater:

- | | | |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| 1. | General Liability; (including Contractually; independent Contractors, Broad form Property Damage, Personal Injury, Underground Explosion and Collapse hazards). | \$500,00 single limit per occurrence.
\$500,000 Aggregate. |
| 2. | Automobile Liability; (including all owned, non-owner and hired Autos). | \$500,000 combined single limit. |
| 3. | Worker's Compensation
\$100,000 Coverage B. | Statutory Benefits |
| 4. | Umbrella Liability; (applying directly excess of above liability coverages). | \$1,000,000 combined single limit.,
\$1,000,000 Aggregate. |

D. Contractual liability insurance: The required by paragraph 8.B shall include contractual liability insurance applicable to the Contractor's obligations as follows:

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless Owner and Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of Contractor any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein.
2. In any and all claims against Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 8.D shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.
3. The obligations of the Contractor under paragraph 8.D shall not extend to the liability of the Engineer, his/her agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the Engineer, his/her agents or employees providing such giving or failure to give is the primary cause of the injury or damage.

E. Contractor's insurance for other losses:

1. For the consideration in this agreement hereinbefore stated, in addition to 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, his/her agents,

subcontractors, material men/women or their employees: to sheds or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalks 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.

2. Furnish Certificates of Insurance to Owner made in favor of Owner showing compliance with foregoing requirements.

F. 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 or loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

GENERAL PROVISIONS

REGULATIONS OF THE CONTRACT

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

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.	BONDS	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 of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance and Payment 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.
- 1.3 The Contract shall be executed in Polk 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 Bond properly executed, a Statutory Bond where required, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with the Engineer, One with Bonding Company.

REG-1

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 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 of Hearing and Letting.”

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.
- 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 Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Engineer 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 taken to arbitration 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.
- 4.5 The Engineer shall serve as the Owner’s authorized contract representative for the purposes of compliance with Iowa Code Chapter 26.

5. BONDS

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a Performance and Payment Bond in the form provided in the contract documents in the full amount of the contract sum. This Performance and Payment 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.
- 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 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 certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.
- 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 in section 1070.3.02 of the Statewide Urban Design and Specifications, or required by law, whichever is greater:
- 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 indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
 - 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 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

- 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 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.

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 Engineer shall inspect the materials furnished and the work performed under this Contract on behalf of the Owner to see that said materials furnished and the said work performed are 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 Contractor's employees shall be sufficient reason, if the Owner so decides, to annul 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 not 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 Specifications and the cost to be paid by the Contractor.

14. LINE AND GRADE

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Engineer 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 Engineer.
- 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 Engineer.
- 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.
- 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.
- 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 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; and Iowa Senate File 1218, Acts 64th General Assembly, Second Regular Session (1972); 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.

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 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. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.
- 20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

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 surety bonds representatives, 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 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 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 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages

result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.

- 22.3 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 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.
- 22.4 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 herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.
- 24.3 Pending arbitration 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 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 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.

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 twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

27. TIME OF COMPLETION

27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING 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.

28.2 The Contractor shall reimburse the Owner for any Engineer's additional services made necessary by the Contractor's failure to finally complete the Work within the days specified in the Contract Documents for Project Substantial Completion.

29. PAYMENTS

29.1 Payment to the contractor will be made by check derived from past earnings of the Water Utility or from such funds as may be legally used for such purposes. The contract shall not be an obligation of the City of Urbandale, Iowa, or be enforceable in any manner by taxation.

29.2 Payment to the contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Estimates will be prepared on the last day of each month by the Contractor, subject to the approval of the Water Utility.

29.3 Payments made shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Upon completion of the work and its acceptance by the Board, the Contractor will be paid an amount, which, together with previous payments, will equal ninety-five percent (95%), of the contract price. Final payment of

the remaining five percent (5%) will be made not less than thirty (30) days after completion and acceptance by resolution of the Board of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa, as amended. No such partial or final payment will be due until Contractor has certified to the Board that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

- 29.4 Before final payment is made, the Contractor shall submit to the Board a statement of all sales tax or use tax paid on materials and equipment incorporated in the complete construction.

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 Contractor can be completed for the balance then unpaid.

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 Contractor shall to utilize a sale tax exemption certificate (provided by Urbandale Water Utility) for all materials purchased for incorporation in the project.

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 Contractor and Owner shall 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 Polk 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.
- 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.

SUPPLEMENTAL REGULATIONS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

INDEX

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

1. PURPOSE

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

2. LOCATION

- 2.1 All work is located within the City Urbandale, Iowa, on property owned by the City of Urbandale or within the right of way of Iowa Interstate Railroad.

3. COPIES OF PLANS AND SPECIFICATIONS

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to five (5) sets 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 installation is considered complete and ready for Final Review.
- 5.2 Owner will accept work and make final payment to Contractor:

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Contractor, the Engineer, and the Owner shall make such inspection, and when the work is found to be acceptable under the Contract and Specifications and the Contract fully performed, including the satisfactory completion of all punch list items, the Engineer shall promptly so certify to the Owner, over his own signature, stating that the work provided for in this Contract has been completed in accordance with the Contract Documents and is accepted by him under the terms and conditions therefore, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable. Before issuance of the Owner's Letter of Acceptance, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work has been or will promptly be paid.

SPECIAL CONDITIONS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

INDEX

- | | |
|------------------------------------------|--------------------------------------------|
| 1. FORM OF TECHNICAL SPECIFICATIONS | 9. EMPLOYMENT PRACTICES |
| 2. NOTICE TO PROCEED | 10. WORK HOURS |
| 3. SERVICE FACILITIES | 11. DUST ABATEMENT |
| 4. MINOR WORK | 12. QUANTITIES |
| 5. WASTE SITES | 13. SUBSTANTIAL COMPLETION |
| 6. WORKING DAYS | 14. EARLY RELEASE OF RETAINAGE |
| 7. DELIVERY OF MATERIALS AND EQUIPMENT | 15. CORRECTION PERIOD AND MAINTENANCE BOND |
| 8. CONSTRUCTION FACILITIES BY CONTRACTOR | |

1. FORM OF TECHNICAL SPECIFICATIONS

- 1.1 "Specifications" shall mean the Iowa Statewide Urban Design and Specifications, 2020 and the City of Urbandale Supplemental Specification thereto, and the Urbandale Water Utility Standard Specifications for Water Main and Appurtenances, 2017 and applicable general supplemental specifications, supplemental specifications and special provisions.
- 1.2 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.
- 1.3 "Owner", and "City" shall mean the Urbandale Water Utility of Urbandale, Iowa, acting through the City Council.
- 1.4 "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.5 "Engineer" shall mean the Engineer at Urbandale Water Utility or designated agent.
- 1.6 "Standard Drawings" shall mean Construction Detail Drawings bound with these Specifications.
- 1.7 "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.
- 1.8 "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.

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 OF HEARING AND LETTING 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. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item.

6. DELIVERY OF MATERIALS AND EQUIPMENT

- 6.1 The CONTRACTOR shall be responsible for receiving the materials at the material storage site located in the **Douglas Avenue north right of way** for proper storage of all equipment furnished under his/her Contract and shall provide and maintain adequate provisions for storage of all materials, supplies, and equipment. Both material storage sites shall be confined using construction fencing around the entire material storage area. Materials on site and not suitably protected will not be included in estimates for payment.

7. WORKING DAYS

- 7.1 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.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.
- 8.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 8.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 8.5 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress
- 8.6 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

9. EMPLOYMENT PRACTICES

- 9.1 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.

- 9.2 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:

9.2.1 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.

- 9.2.2 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.

10. WORK HOURS

- 10.1 The Contractor will be required to limit the Contractor's work hours on the Project from 6:30 a.m. to 9:00 p.m., Monday through Saturday 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 7:00 a.m. to 7:00 p.m. Prior approval from the Engineer will be required for work on weekends.

11. DUST ABATEMENT

- 11.1 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.

12. QUANTITIES

- 12.1 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.

13. SUBSTANTIAL COMPLETION

- 13.1 Substantial Completion of Water Main and Roadway items shall be determined by the engineer upon request from the contractor and shall include all items necessary for the use of intended purpose and for the safe navigation of traffic on the fully open roadway, including brick pavers in medians.
- 13.2 Substantial Completion of Non-Roadway items shall be determined by the engineer upon request from the contractor and shall include all remaining contract items except for sodding and planting items.
- 13.3 Substantial Completion of Surface Restoration shall be determined by the engineer upon request from the contractor and shall include sodding and all planting items.

14. REQUEST FOR EARLY RELEASE OF RETAINAGE

- 14.1 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 Contractor's 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, subsubcontractors, 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 Council 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 the purposes of section, "authorized contract representative" means the Jurisdiction 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) days of the receipt of the request.

15. CORRECTION PERIOD AND MAINTENANCE BOND

- 15.1 The CONTRACTOR shall correct any defects in workmanship and/or material which occur the first year after the project is officially accepted by the OWNER. Such corrective work shall be done without additional costs to the OWNER. In addition, the CONTRACTOR shall obtain a four-(4) year Maintenance Bond covering all work and materials assuring the OWNER that the CONTRACTOR will perform during the correction period.

PLANS LIST

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

1. PLANS

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

TITLE	Drawing Number	Sheet Number
TITLE SHEET	A.01	01
GENERAL LEGEND AND NOTES	A.02	02
PROJECT LOCATION MAP	A.03	03
OVERALL PROJECT SITE PLAN AND SURVEY CONTROL	A.04	04
TYPICAL SECTIONS AND DETAILS	B.01-B.03	05-07
ESTIMATED QUANTITIES AND REFERENCE NOTES	C.01-C.02	08-09
TRAFFIC CONTROL PLANS	J.01-J.07	10-16
ACCESSIBLE RAMP DETAILS	S.01	17
WATER MAIN PLAN AND PROFILE	WM.01-WM.04	18-21

DETAILED SPECIFICATIONS

DOUGLAS AVENUE WATER MAIN IMPROVEMENTS URBANDALE, IOWA MEC PROJECT NO. 30318005

INDEX

1. FORM	11. RESPONSIBILITY OF CONTRACTOR
2. INTENT	12. TEMPORARY WORK
3. INTERPRETATION	13. TRAFFIC CONTROL
4. WORK INCLUDED	14. STORAGE OF MATERIALS AND EQUIPMENT
5. STARTING AND COMPLETION TIMES	15. HISTORICAL AND ARCHAEOLOGICAL AUDITS
6. INFORMATION FOR ENGINEER	16. STORWATER PERMIT AND EROSION CONTROL
7. PLANS AND SPECIFICATIONS	17. CASING PIPE
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 require 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.

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 OF HEARING AND LETTING.

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

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.

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).
- 8.2.10 Statewide Urban Design and Specification (SUDAS)
- 8.2.11 Iowa Occupational Safety and Health Act of 1972 (Chapter 83, Code of Iowa 1987)(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) (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 Urbandale Water Utility, City of Urbandale and Polk County.
- 8.2.17 Iowa Department of Transportation Standard Specifications for Road and Bridge Construction, series 2015.
- 8.2.18 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

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 Contractor shall retain testing laboratory and conduct all field tests to comply with Engineer and Owner 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, Polk County and City of Urbandale 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.

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.
- 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. STORAGE OF MATERIALS AND EQUIPMENT

- 14.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 14.2 Storage areas shall be subject to approval of Engineer.
- 14.3 Store materials and equipment in manner which will preserve their quality and fitness.
- 14.4 The CONTRACTOR shall be responsible for receiving the materials at the material storage site located in the Douglas Avenue north right of way for proper storage of all equipment furnished under his/her Contract and shall provide and maintain adequate provisions for storage of all materials, supplies, and equipment. Both material storage sites shall be confined using construction fencing around the entire material storage area. Materials on site and not suitably protected will not be included in estimates for payment.

15. HISTORICAL AND ARCHAEOLOGICAL AUDITS

- 15.1 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.

16. STORMWATER PERMIT AND EROSION CONTROL

- 16.1 Construction of this project will not disturb more than 1 acre and does not require a permit to meet compliance with stormwater regulations as administered by Iowa Department of Natural Resources.
- 16.2 The Contractor shall conduct operations in a manner that minimizes erosion on the project site.
- 16.3 The contractor shall install filter socks and inlet protection devices at appropriate locations to minimize erosion from the construction areas until temporary or final stabilization has occurred.

17. CASING PIPE

- 17.1 The casing pipe shall be 20 inches in diameter and have a minimum wall thickness of 0.375".

- 17.2 The contractor shall install the water main within the casing pipe using two (2) supports per pipe section throughout the casing. Pipe supports shall be Power Seal Casing Chock Model #4810, or Owner approved equal.
- 17.3 Minimum 1/8 inch thick manufactured synthetic rubber casing end seal with stainless steel bands and fasteners.

**CONTRACT PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY Iowa Interstate Railroad, Ltd.
For Highway work**

Definitions

AGENCY Urbandale Water Utility and its agents

AGENCY STANDARD SPECIFICATIONS Shall refer to 2020 Iowa Statewide Urban Design and Specification and the 2017 Urbandale Water Utility Standard Specifications for Water Main and Appurtenances.

STATE STATE shall refer to the State in which the work is performed.

CONTRACTOR Company or Companies performing work for the AGENCY for which this document is included with the contracts pertaining to such work.

RAILROAD Any references to RAILROAD in this specification refers to Iowa Interstate Railroad, Ltd., its successors, and assigns, and agents.

RAILROADS' Representative In this specification, references to the RAILROAD's Representative is intended to mean the following: Railroad's Office Engineer – Bentley Tomlin (319)-298-5409 btomlin@iaisrr.com or authorized representative

A. PERMITS.

CONTRACTOR shall, before entering upon RAILROAD's property for performance of work secure permission from RAILROAD's Representative for occupancy and use of RAILROAD's property and shall confer with RAILROAD relative to requirements for railroad clearances, operation, and general safety regulations.

CONTRACTOR shall provide AGENCY and RAILROAD with proposed construction schedule outlining the timing of activities that will need track protection services.

CONTRACTOR shall conduct work in a manner satisfactory to RAILROAD's Representative and shall not damage RAILROAD property or interfere with their operations.

RAILROAD's Representative will at all times have jurisdiction over the safety of RAILROAD operations, and the decision of RAILROAD's Representative as to procedures which may affect safety of RAILROAD operations shall be final, and CONTRACTOR shall be governed by such decision.

Should damage occur to RAILROAD property as a result of CONTRACTOR's operations, and RAILROAD deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by RAILROAD, and CONTRACTOR shall reimburse RAILROAD for costs so incurred as defined in Section E. Railroad Reimbursements.

B. TEMPORARY GRADE CROSSINGS.

If CONTRACTOR requires construction of a temporary grade crossing across RAILROAD's track(s) for use during performance of the contract, CONTRACTOR shall make necessary arrangements with RAILROAD for construction, protection, and later removal of such temporary grade crossing. Costs of such temporary grade crossing construction, protection, maintenance, and later removal shall be reimbursed to RAILROAD on the basis of RAILROAD's bills, to be rendered monthly.

CONTRACTOR shall not cross RAILROAD's property or track(s) with vehicles or equipment of any kind or character except at such temporary grade crossing as may be constructed as outlined herein, or at an

existing and open public grade crossing

C. CONTRACTOR SAFETY ORIENTATION

No employee of the CONTRACTOR, its subcontractors, agents or invitees that is working on the project may enter RAILROAD property without first having successfully passed an annual RAILROAD approved safety course. Proof of passing said course shall be in the employee's possession at all times when on RAILROAD property. Cost for the required training will be borne by CONTRACTOR.

Information on approved safety courses can be obtained from RAILROAD's authorized representative.

D. RAILROAD TRACK PROTECTION SERVICES.

Track protection services required by RAILROAD will be provided by the RAILROAD and the cost shall be reimbursed to RAILROAD on the basis of RAILROAD's bills, to be rendered monthly. Requirements of the RAILROAD are as follows:

Track protection services will be required during: excavation, placing, and removal of cofferdams or sheeting; driving of foundation piling and placing of the concrete footings for piers adjacent to track(s); construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of beams or girders in span(s) over any track(s); any construction operations involving direct interference with RAILROAD's track(s) or traffic, fouling of RAILROAD operating clearances or reasonable probability of accidental hazard to railroad traffic; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. If an existing bridge or other structure is to be removed, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Track protection services will also be furnished whenever, in the opinion of the RAILROAD, such protection is needed.

In order that the RAILROAD may be prepared to furnish protective services, CONTRACTOR shall notify RAILROAD at least 72 hours in advance of when protective services will be needed. Services are subject to availability of RAILROAD personnel.

Any time track protection services are not being provided, CONTRACTOR must provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of RAILROAD.

RAILROAD will notify the AGENCY and CONTRACTOR when non-compliance is reported by RAILROAD train crews or other RAILROAD employees. CONTRACTOR work performed without proper track protection services, when such protection is required, will be subject to a \$5,000.00 per day price adjustment to CONTRACTOR, and may result in the removal of CONTRACTOR by RAILROAD or AGENCY from the project.

E. RAILROAD REIMBURSEMENT.

Rates of pay for RAILROAD employees will be the prevailing RAILROAD hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and RAILROAD's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between RAILROAD and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, CONTRACTOR shall pay on the basis of the new rates.

CONTRACTOR shall reimburse, monthly, the RAILROAD for costs of all services performed by RAILROAD for the CONTRACTOR, and furnish the AGENCY written evidence that RAILROAD has

acknowledged receipt of same before final payment will be made for the project.

F. SAFETY OF OPERATIONS.

During construction of footings or structures adjacent to any track of the RAILROAD, CONTRACTOR shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the AGENCY and RAILROAD.

After review by the AGENCY, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the STATE together with the supporting documents, shall be forwarded to the RAILROAD's Representative for review and approval.

CONTRACTOR shall notify the RAILROAD's Representative in writing no less than ten working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

G. TEMPORARY CLEARANCES.

CONTRACTOR shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any RAILROAD track, measured at right angles thereto.

H. FINAL CLEANUP.

CONTRACTOR shall, upon completion of the work, remove from within the limits of the property of the RAILROAD, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said CONTRACTOR; remove the approaches to any temporary grade crossing(s) constructed for CONTRACTOR's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in RAILROAD's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to RAILROAD's Representative.

RAILROAD reserves the right to perform site restoration. Cost for restoration work performed by the RAILROAD will be by force account and reimbursed as defined in Section E Railroad Reimbursements. Estimate for said work will be provided to CONTRACTOR and AGENCY for review and concurrence before work is performed.

I. RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on RAILROAD for quality or conduct of the work performed by the CONTRACTOR hereunder. Any approval given or supervision exercised by RAILROAD hereunder, or failure of RAILROAD to object to any work done, material used, or method of operation shall not be construed to relieve CONTRACTOR of any obligations pursuant hereto or under the agreement this specification is appended to.

J. LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

In addition to the standard insurance requirements of the AGENCY STANDARD SPECIFICATIONS, the CONTRACTOR shall carry insurance of the following kinds and amounts.

1. Insurance Required of Contractor.

- a. Statutory Workers Compensation and Employer's Liability Insurance.
- b. Automobile Liability in an amount not less than \$1,000,000 combined single limit.
- c. Comprehensive General Liability Occurrence Form in an amount not less than \$2,000,000 per occurrence. In the event the policy is Claims Made Policy, coverage shall include an aggregate of \$4,000,000. The Policy shall name RAILROAD as additional insured and shall not contain any exclusions related to:

- i. Doing business on, near, or adjacent to railroad facilities.
- ii. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation

d. An Occurrence Form Railroad Protective Policy with limits of not less than \$4,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$8,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: RAILROAD.

Before commencing work, Contractor shall submit to the RAILROAD and AGENCY a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the RAILROAD and AGENCY of cancellation of or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the CONTRACTOR from or serve to limit CONTRACTOR's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the AGENCY may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The AGENCY will give the CONTRACTOR written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the CONTRACTOR agrees to, and shall, thereupon provide the AGENCY with such revised policy or policies therefore.

2. Insurance required of Subcontractor

If the CONTRACTOR chooses to hire a different company for performance of the work, before commencing work, the CONTRACTOR shall provide proof to the AGENCY and RAILROAD that all companies performing work under CONTRACTOR's supervision have provided insurance as required above or are covered under CONTRACTOR's Insurance.

K. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the RAILROAD from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said highway bridge. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the RAILROAD and their officers, employees, or agents

L. MECHANICS' LIENS.

The CONTRACTOR shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of RAILROAD for any work performed. The CONTRACTOR shall indemnify and hold harmless RAILROAD from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

M. METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Insurance Provisions required by this specification beyond those required by the AGENCY STANDARD SPECIFICATIONS will be measured as a lump sum. The cost of insurance provisions above that required by the AGENCY STANDARD SPECIFICATIONS shall be included in the lump sum bid price

for Railroad Insurance Provisions.

**CONTRACT PROVISIONS
FOR
WORK ON RAILROAD RIGHT-OF-WAY Iowa Interstate Railroad, Ltd.
For Utility work**

Definitions

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A. PERMITS.

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CONTRACTOR shall provide AGENCY and RAILROAD with proposed construction schedule outlining the timing of activities that will need track protection services.

CONTRACTOR shall conduct work in a manner satisfactory to RAILROAD's Representative and shall not damage RAILROAD property or interfere with their operations.

RAILROAD's Representative will at all times have jurisdiction over the safety of RAILROAD operations, and the decision of RAILROAD's Representative as to procedures which may affect safety of RAILROAD operations shall be final, and CONTRACTOR shall be governed by such decision.

Should damage occur to RAILROAD property as a result of CONTRACTOR's operations, and RAILROAD deems it necessary to repair such damage or to perform work for protection of its property, the required materials, labor, and equipment shall be furnished by RAILROAD, and CONTRACTOR shall reimburse RAILROAD for costs so incurred as defined in Section E. Railroad Reimbursements.

B. CONTRACTOR SAFETY ORIENTATION

No employee of the CONTRACTOR, its subcontractors, agents or invitees that is working on the project may enter RAILROAD property without first having successfully passed an annual RAILROAD approved safety course. Proof of passing said course shall be in the employee's possession at all times when on RAILROAD property. Cost for the required training will be borne by CONTRACTOR.

Information on approved safety courses can be obtained from RAILROAD's authorized representative.

C. RAILROAD TRACK PROTECTION SERVICES.

Track protection services required by RAILROAD will be provided by the RAILROAD and the cost shall be reimbursed to RAILROAD on the basis of RAILROAD's bills, to be rendered monthly. Requirements of the RAILROAD are as follows:

Track protection services will be required during: excavation, placing, and removal of cofferdams or sheeting; construction and removal of falsework, bracing, or forms over or adjacent to track(s); construction or equipment across the track; setting or placing of materials over any track(s); any construction operations involving direct interference with RAILROAD's track(s) or traffic, fouling of RAILROAD operating clearances or capability to foul in the event of an accident; or whenever workers or equipment will be working within 25 feet of the centerline of any live track. If an existing structure is to be removed, services of at least one and possibly two watchmen or flagmen will be required during removal of that portion of existing structure immediately over or adjacent to any track. Track protection services will also be furnished whenever, in the opinion of the RAILROAD, such protection is needed.

In order that the RAILROAD may be prepared to furnish protective services, CONTRACTOR shall notify RAILROAD at least 72 hours in advance of when protective services will be needed. Services are subject to availability of RAILROAD personnel.

Any time track protection services are not being provided, CONTRACTOR must provide and maintain an effective physical barrier at a distance of 25 feet from track centerline to prevent unauthorized trespassing. Physical barrier must be posted with a sign stating "CAUTION, LIVE TRACK, TRACK PROTECTION NEEDED BEYOND THIS POINT". Typical barriers included concrete "J" barriers or safety fencing. Other barriers may be used to accommodate varying construction sites with approval of RAILROAD.

RAILROAD will notify the AGENCY and CONTRACTOR when non-compliance is reported by RAILROAD train crews or other RAILROAD employees. CONTRACTOR work performed without proper track protection services, when such protection is required, will be subject to a \$5,000.00 per day price adjustment to CONTRACTOR, and may result in the removal of CONTRACTOR by RAILROAD or AGENCY from the project.

D. RAILROAD REIMBURSEMENT.

Rates of pay for RAILROAD employees will be the prevailing RAILROAD hourly wage for an 8 hour day for the class of employee(s) involved during the regularly assigned hours, overtime in accordance with any Labor Agreements and Schedules and RAILROAD's standard additives, all as in effect at the time the work is performed.

Wage rates are subject to change, at any time, by law or by agreement between RAILROAD and employees, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. If wage rates are changed, CONTRACTOR shall pay on the basis of the new rates.

CONTRACTOR shall reimburse, monthly, the RAILROAD for costs of all services performed by RAILROAD for the CONTRACTOR, and furnish the AGENCY written evidence that RAILROAD has acknowledged receipt of same before final payment will be made for the project.

E. SAFETY OF OPERATIONS.

During construction of footings or structures adjacent to any track of the RAILROAD, CONTRACTOR shall make adequate provision against sliding, shifting, sinking, or in any way disturbing railroad embankment and track(s) adjacent to said structures due to said construction operations, by driving temporary sheeting in a manner satisfactory to both the AGENCY and RAILROAD.

After review by the AGENCY, two sets of prints of proposed sheeting and bracing details bearing the seal of a registered structural or professional engineer, registered in the STATE together with the supporting documents, shall be forwarded to the RAILROAD's Representative for review and approval.

CONTRACTOR shall notify the RAILROAD's Representative in writing no less than ten working days in advance of the proposed time of the beginning of the construction of the structures adjacent to the track(s).

F. TEMPORARY CLEARANCES.

CONTRACTOR shall not store any materials, supplies or equipment closer than 25.0 feet from centerline of any RAILROAD track, measured at right angles thereto.

G. FINAL CLEANUP.

CONTRACTOR shall, upon completion of the work, remove from within the limits of the property of the RAILROAD, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings of said CONTRACTOR; remove the approaches to any temporary grade crossing(s) constructed for CONTRACTOR's use, restoring same as nearly as practicable to conform to adjoining terrain; remove any accumulated silt in RAILROAD's side ditches, restoring proper flow thereto, employ erosion control measures as appropriate to prevent further siltation until ground cover is reestablished; and in all other respects leave said property in a neat condition satisfactory to RAILROAD's Representative.

RAILROAD reserves the right to perform site restoration. Cost for restoration work performed by the RAILROAD will be by force account and reimbursed as defined in Section E Railroad Reimbursements. Estimate for said work will be provided to CONTRACTOR and AGENCY for review and concurrence before work is performed.

H. RESPONSIBILITY OF SUPERVISION.

Nothing in this specification shall be construed to place any responsibility on RAILROAD for quality or conduct of the work performed by the CONTRACTOR hereunder. Any approval given or supervision exercised by RAILROAD hereunder, or failure of RAILROAD to object to any work done, material used, or method of operation shall not be construed to relieve CONTRACTOR of any obligations pursuant hereto or under the agreement this specification is appended to.

I. LIABILITY AND PROPERTY DAMAGE INSURANCE FOR WORK WHOLLY OR PARTLY WITHIN RAILROAD RIGHT-OF-WAY.

In addition to the standard insurance requirements of the AGENCY STANDARD SPECIFICATIONS, the CONTRACTOR shall carry insurance of the following kinds and amounts.

1. Insurance Required of Contractor.

- a. Statutory Workers Compensation and Employer's Liability Insurance.
- b. Comprehensive Automobile Liability with limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 for property damage.
- c. Comprehensive General Liability with limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 per accident for property damage.
- d. Excess liability coverage with limits of not less than \$5,000,000.
- e. The Policy shall name RAILROAD as additional insured and shall not contain any exclusions related to:
 - i. Doing business on, near, or adjacent to railroad facilities.
 - ii. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

iii. The above policies shall contain a waiver of the right of subrogation

f. Railroad Protective Policy with limits of not less than \$4,000,000 per occurrence for Bodily Injury Liability. Property Damage Liability and Physical Damage to Property, with \$6,000,000 aggregate for the term of the policy with respect of Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The policy shall name: RAILROAD.

Before commencing work, Contractor shall submit to the RAILROAD and AGENCY a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days prior written notice to the RAILROAD and AGENCY of cancellation of or any material change in, the policies.

It is understood and agreed that the foregoing insurance coverage is not intended to, and shall not relieve the CONTRACTOR from or serve to limit CONTRACTOR's liability or indemnity obligations under the provisions herein.

It is further understood and agreed that, so long as the Contract remains in force, the AGENCY may from time to time revise the amount or form of insurance coverage provided as circumstances or changing economic conditions may require. The AGENCY will give the CONTRACTOR written notice of any such requested change at least 30 calendar days prior to the date of expiration of the then existing policy or policies, and the CONTRACTOR agrees to, and shall, thereupon provide the AGENCY with such revised policy or policies therefore.

2. Insurance required of Subcontractor

If the CONTRACTOR chooses to hire a different company for performance of the work, before commencing work, the CONTRACTOR shall provide proof to the AGENCY and RAILROAD that all companies performing work under CONTRACTOR's supervision have provided insurance as required above or are covered under CONTRACTOR's Insurance.

J. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the RAILROAD from any and all claims, demands, lawsuits, or liability for all losses, fines, damages, injuries, and deaths to persons or property (real or personal property) and all expenses and costs, including attorney fees, costs of litigation, and all other defense costs, resulting from or arising from the activities of the contractor(s) or any agents in the performance of the construction, repair, or maintenance work on said highway bridge. Notwithstanding the foregoing, nothing herein contained is to be deemed or construed as indemnification against the negligence of the RAILROAD and their officers, employees, or agents

K. MECHANICS' LIENS.

The CONTRACTOR shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of RAILROAD for any work performed. The CONTRACTOR shall indemnify and hold harmless RAILROAD from and against any liens, claims, demands, costs, or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

L. METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

Railroad Insurance Provisions required by this specification beyond those required by the AGENCY STANDARD SPECIFICATIONS will be measured as a lump sum. The cost of insurance provisions above that required by the AGENCY STANDARD SPECIFICATIONS shall be included in the lump sum bid price for Railroad Insurance Provisions.

APPLICATION

1). Name of Licensee: City of Urbandale Water Utility (Name to be shown on Document)

a) If a corporation City of Urbandale Water Utility (Exact Name of Corporation)

a corporation of the State of Iowa (State of Incorporation)

NOTE: The corporate name of a company should be exactly as stated in its Articles of Incorporation. Type of Corporation, if other than a normal business corporation, MUST be shown:

Municipal (Municipal, quasi-municipal, body politic, etc.)

b) If an Individual (Name of Individual)

of (City & State)

c) If an individual or corporation doing business under a trade name: (Doing Business As or Trade Name)

d) If a partnership (Name of Partnership)

a partnership consisting of: and all of (City & State)

2). Address of Licensee: 3720 86th Street, Urbandale, Iowa

3). Name and mailing address of individual to whom instrument is to be sent for execution if different than shown in Item 2 Dale Acheson, 3720 86th Street, Urbandale, Iowa (Name & Address)

4). Billing address if different than shown in Item 2: (Address)

5). Name and phone number of individual to contact in event of questions: Name : Justin W. Miller, PE Phone : (515) 964-1229 E-Mail : jmiller@mecresults.com FAX # (515) 964-2370

- 6). a) Do you plan to utilize the right-of-way for a public use (for a utility crossing)? (X) Yes () No
b) Do you have authority to utilize the right-of-way for a public use by condemnation? (X) Yes () No
c) Will you initiate condemnation proceedings to acquire the subject property in the event negotiations are unsuccessful? (X) Yes () No

7). When do you expect construction to begin on the Railroad Company's property? March, 2020

8). When do you need to receive this agreement from the Railroad Company? December 2, 2020
(Please allow 30-45 days for crossings and 90-120 days for encroachments)

9). Permanent or Temporary Installation - Permanent
If Temporary, estimated term - _____

10). Location of installation - City of Urbandale, County of Polk, State of Iowa
(City, County & State)

255 ft. (N), (S), (E), or (W) of the (N), (S), (E), (W) or (Center) line of Section 21
Township 79 (N) or (S), Range 25 (E) or (W).

11) New installation, relocation or modification of existing installation which is located on the Railroad Company's property or across tracks?
Abandonment of exiting utility crossing and installation of a new crossing of railroad right-of-way.

12). Do you have an existing agreement at this location with the Railroad Company which is to be affected by this request?
 No Yes, Railroad Company Contract Number: _____

13). Is installation a crossing or encroachment _____ or both? _____

14). Is installation located within a dedicated public street? No
Yes , enclosed are records which identify and prove the dedication of such public way.

15). Additional information pertinent to this installation:

16). If an encroachment, who will be served?
GENERAL PUBLIC
(Railroad, Railroad Tenant, General Public, etc.)

17). Did the Railroad Company's magazine advertisement affect your decision to utilize the right-of-way for a utility corridor?
 Yes No. If not, did another medium impress your decision? Yes No.
If applicable, please advise other medium: _____

CONTRACTOR AND INSTALLATION INFORMATION

18). Will construction be by a Contractor? No Yes
If yes, Contractor will be: To be determined through public bidding process.
Address: _____
Corporate Status: _____
Name and Phone Number of individual to contact in the event of questions:

19). Describe in detail the method and manner of installation on the Railroad Company's property:
Water main to be encased in a steel casing which will be bored and jacked across the right-of-way.

IAISRR ENCASED NON FLAMMABLE PIPELINE CROSSING

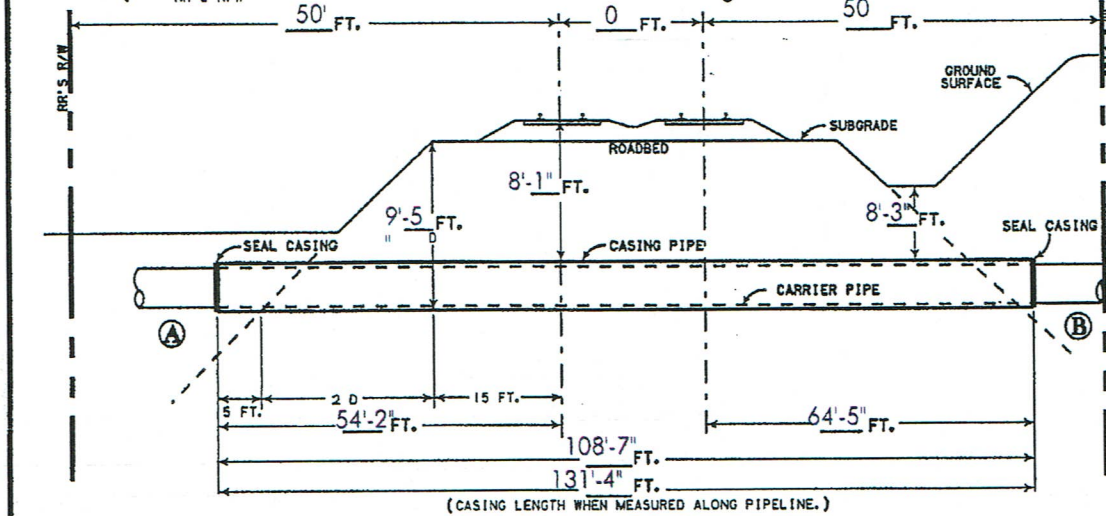
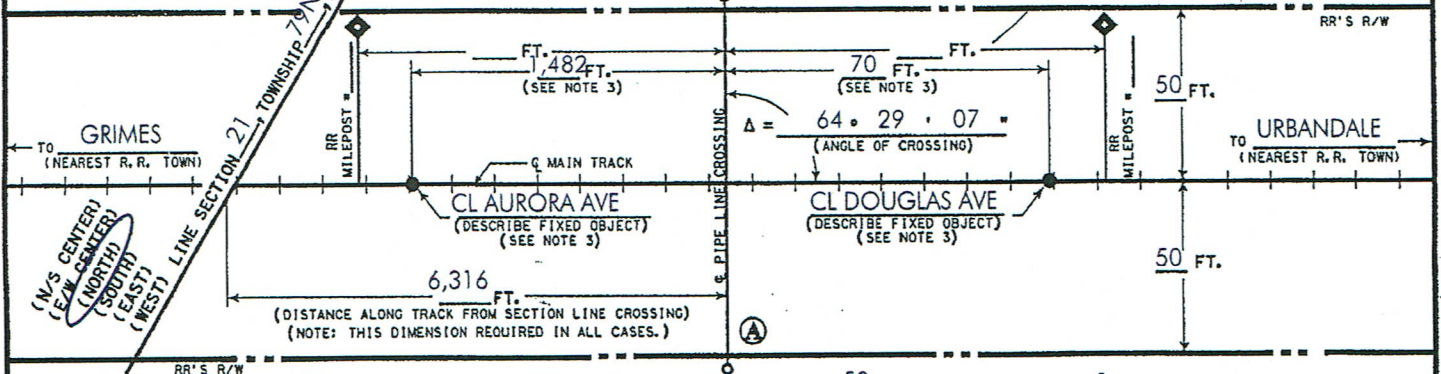
PLACE ARROW INDICATING NORTH
DIRECTION RELATIVE TO CROSSING



NO SCALE

SPECIFICATION EXHIBIT NO. _____
SUBMITTED UNDER IOWA UTILITIES BOARD RULE NO. 199-42.

NOTE: ALL AVAILABLE DIMENSIONS MUST BE
FILLED IN TO PROCESS THIS APPLICATION.



STEEL CASING WALL THICKNESS CHART		
MINIMUM THICKNESS		DIAMETER OF CASING PIPE
.2500"	1/4"	12" OR LESS
.3125"	5/16"	OVER 12"-18"
.3750"	3/8"	OVER 18"-22"
.4375"	7/16"	OVER 22"-28"
.5000"	1/2"	OVER 28"-34"
.5625"	9/16"	OVER 34"-42"
.6250"	5/8"	OVER 42"-48"

OVER 48" MUST BE APPROVED BY R. R. CO.

NOTE: THIS CHART IS ONLY FOR SMOOTH STEEL CASING PIPES WITH MINIMUM YIELD STRENGTH OF 35,000 PSI.

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{B}{\Delta \sin}$$

MIN. DIST. CASING "B" LENGTH

- NOTES :
- 1) ALL HORIZONTAL DISTANCES TO BE MEASURED AT RIGHT ANGLES FROM ϵ OF TRACK.
 - 2) SIGNAL REPRESENTATIVE MUST BE PRESENT DURING INSTALLATION IF RAILROAD SIGNALS ARE IN THE VICINITY OF CROSSING.
 - 3) ALLOWABLE FIXED OBJECTS INCLUDE: BACKWALLS OF BRIDGES; ϵ OF ROAD CROSSINGS & OVERHEAD VIADUCTS (GIVE ROAD NAME), OR ϵ OF CULVERTS.
 - 4) INSTALLATION SHALL BE IN ACCORDANCE WITH IOWA UTILITIES BOARD RULE 199-42.7.

A) IS PIPELINE CROSSING WITHIN PUBLIC ROAD? YES; NO;

B) IF YES, NAME OF STREET DOUGLAS AVENUE

D) DISTRIBUTION LINE OR TRANSMISSION LINE _____

C) CARRIER PIPE :
COMMODITY TO BE CONVEYED POTABLE WATER
OPERATING PRESSURE 150 PSI PSIG
MAXIMUM OPERATING PRESSURE 235 PSI PSIG
WALL THICKNESS 0.733" ; DIAMETER 12" ; MATERIAL PVC ;

E) CASING PIPE :
WALL THICKNESS 0.375" ; DIAMETER 20" ; MATERIAL STEEL ;
NOTE : CASING MUST HAVE 2" CLEARANCE BETWEEN GREATEST OUTSIDE DIAMETER OF CARRIER PIPE AND INTERIOR DIAMETER OF CASING PIPE. WHEN FURNISHING DIMENSIONS, GIVE OUTSIDE OF CARRIER PIPE AND INSIDE OF CASING PIPE.

F) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
 DRY BORE AND JACK (WET BORE NOT PERMITTED);
 TUNNEL; OTHER _____

G) WILL CONSTRUCTION BE BY AN OUTSIDE CONTRACTOR? YES; NO;

H) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK 52 & 62' (30' MIN.)

I) APPLICANT HAS CONTACTED THE IOWA ONE-CALL AND RAILROAD AND HAS DETERMINED FIBER OPTIC CABLE AND/OR RAILROAD SIGNALS DO; DO NOT; EXIST IN VICINITY OF WORK TO BE PERFORMED.

(FOR RAILROAD USE ONLY - DO NOT WRITE IN THIS BOX)

(RAILROAD)

(SUBDIVISION)

M. P. _____ E. S. _____

(NEAREST RR STATION) (COUNTY) _____, IOWA (STATE)

RR FILE NO. _____ DATE _____

WARNING

IN ALL OCCASIONS, RAILROAD MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF RAILROAD SIGNAL SYSTEM.

CITY OF URBANDALE WATER UTILITY
(PUBLIC UTILITY)

By: Dale G. Hepler

Title: DIRECTOR DATE 10/2/19

(RAILROAD)

By: _____

Title: _____ DATE _____



Iowa Interstate Railroad, LTD.

5900 6th Street Southwest
Cedar Rapids, Iowa 52404-4804
Office: (319) 298-5400
FAX: (319) 298-5457

March 26, 2020

City of Urbandale Water Utility

Attn: Dan Acheson

3720 86th St.

Urbandale, IA 50322

RE: IAIS Permit 20-0017-GL349.48-Urbandale-Urbandale Water Utility-Waterline

Iowa Interstate Railroad, Ltd. (IAIS) has received your utility permit application and engineering review fee for a 12" waterline near IAIS Grimes Line Milepost 349.48 in Urbandale, Iowa.

Before construction begins, please contact Brandy Sherwood to arrange for track protection services. New contractors will need to submit a credit application prior to the service being scheduled. The cost of the service shall be borne by the applicant or its contractor. The service requires a minimum of 48 hour advanced notice and is subject to availability.

Brandy Sherwood
319-298-5407
bsherwood@iaisrr.com

In addition to track protection services, IAIS requires contractor to complete IAIS Contractor Orientation Training and submit certificates of insurance for both General Liability Insurance and Railroad Protective Insurance. Please reference the IAIS permit number indicated at the top of this letter on all submittals.

Sincerely,

Bentley Tomlin
Office Engineer
Iowa Interstate Railroad, Ltd.



Contractor Orientation Training

*Includes Elements of Roadway Worker Protection
Title 49 CFR Part 214, Subpart - C
Latest Revision: July 1, 2014*

The Iowa Interstate Railroad (IAIS) requires all personnel, who will be in the right of way, to participate in the IAIS Contractor Orientation Training Program. The program is designed to help personnel avoid putting themselves in a Position of Peril on our property. This is accomplished through basic training on how to stay safe and aware around live railroad tracks.

The IAIS training contractor is **National Railroad Safety Services (NRSS)**. Your contact for scheduling, cancellations or questions is Adam Shepherd at Toll Free (877) 984-6777 or email: ashepherd@nrssinc.net.

The contractor orientation training session generally runs from 2 to 2-1/2 hours in duration and includes a 25-question multiple-choice exam. Only participants passing the examination will be permitted on the property. A qualification (photo) ID badge will be issued to each participant after the exam, indicating training date, expiration date; training is good for a period of twelve months. The issued badge must be worn at all times while working within the IAIS property. If any person on the property cannot produce a valid (photo) training badge, said person will not be allowed onto the property until a valid (photo) badge is produced.

Training Options:

1. Webinar – So long as all requirements can be met, this training can be conducted via the Internet. Requirements are as follows: Two way video and voice must be established of high enough quality (HD Preferred) that will allow the students to interact with the trainer. Up to 5 locations can be connected during the time of training. Your designated person will print the test, distribute, collect and fax/email back to the instructor for grading. A live review will be conducted with the students after the test.
2. Your facility (or you rent facility) – additional charges include trainer's travel time/mileage/hotel/Per Diem.
3. NRSS (Chicago) Training Facility, 1601 Bond Street, Suite 204 Naperville, IL 60563

Fee Schedule:

- 1 to 4 individuals = \$140.00.
- Each additional individual = \$35.00
- Maximum Class size in Chicago = 30
- Training hosted at your facility: \$70.00 per hour instructor(s) travel time, \$0.575 per mile (portal to portal) or current IRS rate, \$139.00 per night hotel stay, \$45.00 per day meal allowance, plus any miscellaneous expenses occurred at actual costs.
- Interpreter (Spanish) fee= quoted upon request.

Scheduling:

- Classes will be scheduled between the hours of 8:00am-4:00pm CST, Monday through Friday. After hours and/or Saturday classes can be scheduled for an additional fee.
- NRSS requires three-business days (72 hours) advanced notice for scheduling.

- Contractor must complete and return a training request form provided by NRSS prior to the training date.
- Scheduling is first come, first serve basis.
- If any participants require special accommodations, notify NRSS during scheduling.
- If participants require training/materials in Spanish and presented bilingual, make this request at the time of scheduling.
- Your contact for scheduling is:

Adam Shepherd

Toll Free: (877) 984-6777

Email: ashepherd@nrssinc.net

Additional Instructions:

- Cancellations must be made (via email) 24 hours in advance (weekday) prior to the scheduled training class.
- NRSS reserves the right to cancel for any reason (usually weather related) with no charge of to the client. Class will be rescheduled at the earliest opportunity.
- Photo badges will be mailed via FedEx Standard Ground Service within two business days of successful completion of the test.
- Payment must be made in full prior to or the same day of training. Cash, check, Visa and MasterCard is accepted. No badges will be issued until full payment is received.
- Returned/bounced check fee \$50.00. Replacement training badge fee = \$12.00 each.
- Expedited delivery service (FedEx) of badge(s) is available at an additional fee.
- Each participant must produce a valid photo ID prior to taking the training class.
- **Anyone failing to comply with the rules while in the right of way will be subject to removal and surrender the issued training badge.**

Unless otherwise requested, all training will be conducted in English.



Iowa Interstate Railroad, LTD.

5900 6th Street Southwest, Cedar Rapids, Iowa 52404

IAIS External Insurance Requirements

Updated: 03-06-2015

Listed below are typical Insurance requirements when performing work on Iowa Interstate Railroad Ltd.'s (IAIS) property. IAIS reserves the right to modify these requirements at any time. Insurance certificates shall include the assigned IAIS project number.

Contractor shall procure insurance as follows:

1. Statutory Workers Compensation and Employer's Liability Insurance.
2. General public liability insurance
 - a. Utilities: limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 per accident for property damage.
 - b. Roadway Construction: limits of not less than \$2,000,000 for injury or death of a single person, or not less than \$4,000,000 for any one accident, and not less than \$250,000 per accident for property damage.
 - c. Bridge Construction: limits of not less than \$4,000,000 for injury or death of a single person, or not less than \$8,000,000 for any one accident, and not less than \$250,000 per accident for property damage.
3. Comprehensive Automobile Liability with limits of not less than \$500,000 for injury or death of a single person, or not less than \$1,000,000 for any one accident, and not less than \$250,000 for property damage.
4. Excess liability coverage with limits of not less than \$5,000,000
5. The policy shall name the IAIS as additional insured. It also shall not contain any exclusions related to the following:
 - a. Doing business on, near, or adjacent to railroad facilities.
 - b. Loss or damage resulting from surface, subsurface pollution contamination or seepage, or handling, treatment, disposal, or dumping of waste materials or substances.

The above policies shall contain a waiver of the right of subrogation.

6. Railroad protective liability insurance with per occurrence and aggregate limits as shown in the table below. The policy shall name Iowa Interstate Railroad, LTD as the insured.
-

Railroad Protective Insurance Requirements

	Per Occurrence	Aggregate
Utility Crossings	\$4,000,000	\$6,000,000
Highway Construction	\$4,000,000	\$8,000,000
Overhead Highway Construction	\$5,000,000	\$10,000,000
Adjacent Commercial Construction	\$5,000,000	\$10,000,000

Before commencing work, Contractor shall submit to IAIS a certificate of insurance evidencing the foregoing coverage and a certified, true, and complete copy of the policy or policies. The policies shall provide for no less than 30 calendar days written notice to IAIS of cancellation or of any material change to the policies.

Please contact IAIS Engineering services with any questions or concerns.



Iowa Interstate Railroad, LTD.
5900 6th Street Southwest
Cedar Rapids, Iowa 52404-4804
Office: (319) 298-5409
FAX: (319) 298-5457

January 20, 2020

RE: 2020 Track Protection Services

Sir or Madam:

The Iowa Interstate Railroad is in compliance with the Federal Railroad Administration's requirements that are set forth in 49 CFR Part 214. The Iowa Interstate Railroad requires that Track Protective Services (TPS) are obtained when working within fifty feet of the centerline of the railroad. This includes overhead booms, cable installation, or when boring takes place. An IAIS issued permit number will need to be obtained and approved prior to work being scheduled and performed. Directions and forms can be found on our website at <https://iaisrr.com/iais-forms/>.

We require a forty-eight hour notice to schedule Track Protectives; this is also subject to our available resources. In addition, you may be required to fill out a credit application prior to scheduling.

2020 TPS rates on the Iowa Interstate Railroad are \$124 per hour straight time and \$186 per hour overtime. All rates are subject to change without notice. A regular workday is 7:00 a.m. to 3:00 p.m. unless otherwise arranged. Weekends and holidays are considered overtime. There is a minimum eight-hour charge per day, except when previously agreed upon by both parties. If Track Protection Services have been scheduled and are no longer needed, a minimum 24 hour written cancellation notice is required. If written cancellation has not been received prior to the minimum 24 hour notice, IAIS will charge a minimum eight-hour charge for late cancellation or no shows. Feel free to contact me at btomlin@iaisrr.com or by phone with any questions or concerns.

Sincerely,

A handwritten signature in blue ink that reads "Bentley Tomlin".

Bentley Tomlin
Office Engineer
Iowa Interstate Railroad Ltd.