

***Contract Documents***

***for***

***2026-1 Water System Improvements  
Beverly Drive  
New York Avenue to 92<sup>nd</sup> Street***

***Prepared for:  
Urbandale Water Utility  
3720 86<sup>th</sup> Street  
Urbandale, Iowa 50322***



***Prepared by:  
Snyder & Associates  
2727 SW Snyder Boulevard  
Ankeny, IA 50023***



# *Contract Documents*



*for*

## *2026-1 Water System Improvements Beverly Drive New York Avenue to 92<sup>nd</sup> Street*

*Prepared for:*

*Urbandale Water Utility  
3720 86<sup>th</sup> Street  
Urbandale, Iowa 50322*

Prepared by:

	<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> _____ 04 MAR 2026 Charles N. Kahlsdorf, P.E. Date</p> <p>License Number P23243 My License Renewal Date is December 31, 2027 Pages or sheets covered by this seal: <u>ALL PAGES</u></p>

*Prepared by:*

*Snyder & Associates, Inc.  
2727 SW Snyder Blvd.  
Ankeny, IA 50023*

## TABLE OF CONTENTS

### BIDDING INFORMATION

	<u>PAGES</u>
NOTICE TO BIDDERS	NB-1 to NB-3
NOTICE OF HEARING	NH-1 to NH-2
INSTRUCTIONS TO BIDDERS	IB-1 to IB 3
PROPOSAL	PP-1 to PP-6
BIDDERS STATUS FORM	PP-6
WORKSHEET: AUTHORIZATION TO TRANSACT BUSINESS	PP-7
BID BOND	BB-1 to BB-2
CONTRACT	CT-1 to CT-5
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND	PPM-1 to PPM-4
GENERAL CONDITIONS	GC 1-22
CONSTRUCTION DRAWINGS	SHEETS 1-19

### STANDARD SPECIFICATIONS

The Urbandale Water Utility 2023 Standard Specifications for Water Main and Appurtenances; the City of Urbandale Supplemental Specifications To Iowa Statewide Urban Design and Specifications Standard Specifications for Public Improvements – 2026 Edition; and the 2026 Edition of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications shall apply to all work performed on this project unless otherwise noted herein, or within the Special Provisions included in the Contract Documents.

In addition to the Contract Documents, Contractor is required to have a hard copy or access to the specifications on the job site at all times.

An electronic copy of the Specification Manuals may be found at the following websites:

- Urbandale Water Utility Standard Specifications for Water Main and Appurtenances: <https://urbandalewater.org/regulations-specifications/specifications/>
- City of Urbandale Supplemental Specifications To Iowa Statewide Urban Design and Specifications Standard Specifications for Public Improvements – 2024 Edition: <https://www.urbandale.org/DocumentCenter/View/14655/Supplemental-Specifications-2024-Urbandale>
- SUDAS: [www.iowasudas.org](http://www.iowasudas.org)

# ***Bidding Information***

## **NOTICE TO BIDDERS**

### **WATER SYSTEM IMPROVEMENTS 2026-1** **BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET** URBANDALE WATER UTILITY PUBLIC IMPROVEMENT PROJECT

#### **Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement**

Notice is hereby given that a public hearing will be held by the Urbandale Water Utility (UWU) on the proposed Contract Documents (plans, specifications, and form of contract) and estimated total cost for the **WATER SYSTEM IMPROVEMENTS (WSI) 2026-1 Beverly Drive – New York Avenue to 92<sup>nd</sup> Street** at its meeting at **3:30 P.M.** on the **14<sup>th</sup> day of April 2026**, at 3720 86<sup>th</sup> Street, Urbandale, Iowa 50322.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvements as stated below must be filed before **10:00 A.M.** according to the clock in the UWU building on the **8<sup>th</sup> day of April 2026**, at 3720 86<sup>th</sup> Street, Urbandale, Iowa 50322. Sealed proposals will be opened by the UWU General Manager and bids tabulated at thereafter.

#### **Time and Place Proposals Will be Considered**

Bids will be considered by the UWU Board of Trustees at its Board meeting on the **14<sup>th</sup> day of April 2026** at **3:30 P.M.** They may award a Contract at said meeting, or at such other time and place as shall then be announced.

#### **Contract Documents**

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office at the Urbandale Water Utility and may be examined at 3720 86<sup>th</sup> Street, Urbandale, Iowa 50322.

An electronic copy of the Contract Documents is available at [www.snyder-associates.com/bids](http://www.snyder-associates.com/bids) for no cost and choosing the **WATER SYSTEM IMPROVEMENTS 2026-1 Beverly Drive – New York Ave to 92<sup>nd</sup> St.** Project information, estimated total cost, and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

Paper copies of the Contract Documents are available from Snyder & Associates, Inc., 2727 SW Snyder Blvd, Ankeny, Iowa 50023, for a fee of Twenty-five Dollars (\$25.00) per set. This fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-2020 in advance to reserve a paper copy.

## General Nature of the Public Improvement

### **WATER SYSTEM IMPROVEMENTS 2026-1** **BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET**

The work to be done is as follows:

Reconstruct water main along Beverly Drive between New York Avenue and 92<sup>nd</sup> street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8” PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents. This includes removal and replacement of sidewalk, driveways, and composite pavement; erosion control, traffic control, utility exploration, finish grading, sod placement, and other miscellaneous items described in the bid documents.

All work and materials shall comply with the proposed plans, specifications, and proposed form of contract now on file with the General Manager. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

#### Bid Security

Each Bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a Contract for the work bid upon and will furnish after the award of Contract a corporate Surety Bond, in a form acceptable to the UWU, for the faithful performance of the Contract, in an amount equal to one hundred percent (100%) of the amount of the Contract. 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 UWU. The bid shall contain no condition except as provided in the specifications.

Urbandale Water Utility reserves the right to defer acceptance of any bid for a period of sixty (60) 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 the 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 the UWU 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.

#### Title VI Compliance

The Urbandale Water Utility in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

#### Completion of Work

The Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals.

The Contractor shall complete Stage 1 construction by August 8, 2026, and substantially complete the project by October 31, 2026. Stage 1 construction completion includes all work required to open New York Ave to traffic. Substantial completion includes having the water main installed and fully operational, parking lot and roadway granular surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.

The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion date is charged until project is fully completed.

The UWU 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 City.

Submit all questions to Snyder & Associates, Inc. via email to [ckahlsdorf@snyder-associates.com](mailto:ckahlsdorf@snyder-associates.com) or call 515-964-2020. All questions shall be submitted to Snyder & Associates, Inc. a minimum of five business days prior to the bid letting date.

This Notice is given by authority of the Board of Trustees of the Urbandale Water Utility, Urbandale, Iowa.

Dated, this \_\_\_ day of \_\_\_, 2026.

\_\_\_\_\_  
Ron Pogge  
Vice Chairperson

ATTEST:

\_\_\_\_\_  
Neil Weiss  
General Manager

Posted on Urbandale Water Utility website on the \_\_\_ day of \_\_\_, 2026.

Posted at Master Builders of Iowa Plan Room on the \_\_\_ day of \_\_\_, 2026.

**NOTICE OF HEARING**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF  
CONTRACT AND ESTIMATE OF COST FOR:

**WATER SYSTEM IMPROVEMENTS 2026-1**  
**BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET**

URBANDALE WATER UTILITY PUBLIC IMPROVEMENT PROJECT

Public 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 total cost for the **WATER SYSTEM IMPROVEMENTS 2026-1 Beverly Drive – New York Avenue to 92<sup>nd</sup> Street** at its meeting at **3:30 P.M.** on the **14<sup>th</sup> day of April 2026**, at 3720 86<sup>th</sup> Street, Urbandale, Iowa 50322.

The project location is on Beverly Drive between New York Avenue to 92<sup>nd</sup> Street in Urbandale, IA

At said hearing, the Urbandale Water Utility will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the office, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said UWU will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

The 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.

This Notice is given by authority of the Urbandale Water Utility.

Dated, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Ron Pogge  
Vice Chairperson

ATTEST:

\_\_\_\_\_  
Neil Weiss  
General Manager

Published in the Des Moines Register on the \_\_\_\_ day of \_\_\_\_\_, 2026.

## INSTRUCTIONS TO BIDDERS

Project Name:

**Water System Improvements 2026-1 Beverly Drive – New York Avenue to 92<sup>nd</sup> Street**

The work comprising the above referenced project shall be constructed in accordance with the listed Specifications and as further modified by Special Provisions included in the Contract Documents. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### I. BID SECURITY

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn 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 executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the Bid Bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the Bid Bond is not acceptable. Bid security other than said Bid Bond shall be made payable to **Urbandale Water Utility**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

### II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders and Notice of Public Hearing. It is the sole responsibility of the Bidder to see that its Proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any Proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
  1. PROPOSAL – Complete each of the following parts:
    - Part B – Acknowledgement of Addenda if any have been issued
    - Part C – Bid Items, Quantities, and Prices
    - Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder

Sign the Proposal. The signature of the Proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted.

The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

III. UNBALANCED BIDS

Unbalanced bids may not be accepted.

IV. COMMENCEMENT OF WORK

The Notice to Proceed is anticipated to be issued after satisfactory review of executed bonds, insurance, and contract. Start date of July 1, 2026. The work shall be diligently worked to completion.

The Contractor shall substantially complete the project by October 31, 2026. Substantial completion includes having the water main installed and fully operational, pavement surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.

The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion date is charged until project is fully completed.

V. PREFERENCE OF PRODUCTS AND LABOR

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

Completion date.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident

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

**Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

#### VI. STATEMENT OF BIDDER'S QUALIFICATIONS

**Failure to submit a fully completed and accurate Statement of Bidder's Qualifications Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.**

#### VII. PAYMENT

Payment to the Contractor will be made in cash from such fund or funds as are legally available including, but not limited to, proceeds from the sale of General Obligation Bonds and/or Revenue Bonds.

#### VIII. SALES TAX EXEMPTION

The Urbandale Water Utility will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued. The Contractor shall provide to the City: company name, Federal ID number, contact person, phone number and the service being provided. The Contractor also must file appropriate lien waivers before final payment will be released.

#### IX. NON-DEBARRED CONTRACTORS AND SUBCONTRACTORS

The contractor and all of its subcontractors shall, at the time of bid opening and for the performance of this public works contract, be non-debarred contractors and not be ineligible contractors.

The bidder, by submission of a bid and under penalty of perjury, certifies that they or any other person associated therewith in the capacity of owner, partner, director, officer, manager, or persons acting in these capacities for any subcontractor:

- a. is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal or state agency;
- b. has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal or state agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL**

**PROPOSAL: PART A – SCOPE**

The **Urbandale Water Utility**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **Urbandale Water Utility**, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**WATER SYSTEM IMPROVEMENTS 2026-1**  
**BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET**

Reconstruct water main along Beverly Drive between New York Avenue and 92<sup>nd</sup> street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8” PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents. This includes removal and replacement of sidewalk, driveways, and concrete pavement; erosion control, traffic control, utility exploration, finish grading, sod placement, and other miscellaneous items described in the bid documents.

**PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER \_\_\_\_\_                      ADDENDUM NUMBER \_\_\_\_\_  
ADDENDUM NUMBER \_\_\_\_\_                      ADDENDUM NUMBER \_\_\_\_\_

and certifies that said addenda were utilized in the preparation of this bid.

**PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES**

**UNIT BID PRICE CONTRACTS:** The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

**BASE BID CONTRACTS:** The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base Bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

**PROPOSAL: PART D – GENERAL**

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive Bidder; and

2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
3. Notice to Proceed is anticipated to be issued after execution of contract documents, bond, and insurance submittals.
4. The Contractor shall substantially complete the project by October 31, 2026. Substantial completion includes having the water main installed and fully operational, parking lot and roadway granular surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.
5. The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion until project is fully completed.

#### **PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

1. That this Proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this Proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this Proposal have the authority to execute this Proposal on behalf of the Bidder.

#### **PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this Proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bidder Status Form
2.	
3.	
4.	
5.	
6.	

**PROPOSAL: PART G – IDENTITY OF BIDDER**

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual,  
Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in  
and execute all documents
- Other

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone Number

**Type or print the name and title of the company's  
owner, president, CEO, etc.  
if a different person than entered above.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

The Bidder shall enter its Public Registration  
Number \_\_\_\_\_ - \_\_\_\_\_ issued  
By the Iowa Commissioner of Labor Pursuant  
Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number  
shall result in the bid being read under  
advisement. A contract will not be executed  
until the Contractor is registered.

**NOTE:**

- 1. The signature on this Proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

**PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES**

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), and the Total of the Base Bid in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid shall be used for determining the sufficiency of the bid security.

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Water Main, 8"	LF	1,050	\$_____	\$_____
2	Water Service Connection, 1" Copper, Short-side	EA	7	\$_____	\$_____
3	Water Service Connection, 1" Copper, Long-side	EA	11	\$_____	\$_____
4	Water Main Abandonment, Cap, 4"	EA	2	\$_____	\$_____
5	Connect to Existing, 92nd Street	EA	1	\$_____	\$_____
6	Connect to Existing, New York Ave	EA	1	\$_____	\$_____
7	Fire Hydrant Assembly, Remove	EA	2	\$_____	\$_____
8	Fire Hydrant Assembly	EA	3	\$_____	\$_____
9	Pavement Removal	SY	200	\$_____	\$_____
10	Driveway Removal	SY	250	\$_____	\$_____
11	Sidewalk Removal	SY	565	\$_____	\$_____
12	Curb & Gutter Removal	SY	150	\$_____	\$_____
13	Sidewalk, PCC, 4"	SY	535	\$_____	\$_____
14	Sidewalk, PCC, 6"	SY	30	\$_____	\$_____
15	Detectable Warnings, Federal Color No. 20109	SF	40	\$_____	\$_____
16	Composite Patch, HMA-PCC	SY	200	\$_____	\$_____
17	Curb & Gutter, 6" Curb	LF	150	\$_____	\$_____
18	Driveway, Paved, PCC 6"	SY	250	\$_____	\$_____
19	Temporary Driveway, Granular	SY	250	\$_____	\$_____
20	Temporary Traffic Control	LS	1	\$_____	\$_____

21	Filter Sock	LF	970	\$ _____	\$ _____
22	Erosion Control Mulching, Hydromulching	AC	0.25	\$ _____	\$ _____
23	Modular Block Wall, Remove & Replace	LF	80	\$ _____	\$ _____
24	Construction Survey	LS	1	\$ _____	\$ _____
				\$ _____	\$ _____

BASE BID TOTAL = \$ \_\_\_\_\_

ALTERNATE BID ITEMS

A-1	Sod	SY	1,130	\$ _____	\$ _____
-----	-----	----	-------	----------	----------

ALTERNATE BID TOTAL = \$ \_\_\_\_\_

TOTAL BID (BASE BID + ALTERNATE BID) = \$ \_\_\_\_\_

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

**Bidder Status Form**

**To be completed by all bidders**

**Part A**

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

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

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

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

**To be completed by resident bidders**

**Part B**

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

Dates: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dates: \_\_\_ / \_\_\_ / \_\_\_ to \_\_\_ / \_\_\_ / \_\_\_ Address: \_\_\_\_\_

*You may attach additional sheet(s) if needed.* City, State, Zip: \_\_\_\_\_

**To be completed by non-resident bidders**

**Part C**

1. Name of home state or foreign country reported to the Iowa Secretary of State: \_\_\_\_\_
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

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

*You may attach additional sheet(s) if needed.*

**To be completed by all bidders**

**Part D**

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Worksheet: Authorization to Transact Business

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

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

**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the **Urbandale Water Utility**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

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

**WATER SYSTEM IMPROVEMENTS 2026-1**  
**BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET**

Reconstruct water main along Beverly Drive between New York Avenue and 92<sup>nd</sup> street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8" PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents. This includes removal and replacement of sidewalk, driveways, and concrete pavement; erosion control, traffic control, utility exploration, finish grading, sod placement, and other miscellaneous items described in the bid documents.

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

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

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY:**

**PRINCIPAL:**

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Bidder

By: \_\_\_\_\_  
Signature Attorney-in-Fact/Officer

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

\_\_\_\_\_  
Printed Name of Attorney-in-Fact/Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Telephone Number

**NOTE:**

1. All signatures on this Bid Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.

## CONTRACT

THIS CONTRACT, made and entered into at **Urbandale Water Utility** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **Urbandale Water Utility** hereinafter called the "Jurisdiction," and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **Urbandale Water Utility**. This Contract includes all Contract Documents and Proposal. The work under this Contract shall be constructed in accordance with the Reference Specifications, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

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

### WATER SYSTEM IMPROVEMENTS 2026-1 BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET

Reconstruct water main along Beverly Drive between New York Avenue and 92<sup>nd</sup> street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8" PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents. This includes removal and replacement of sidewalk, driveways, and concrete pavement; erosion control, traffic control, utility exploration, finish grading, sod placement, and other miscellaneous items described in the bid documents.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond.

The Contractor shall complete Stage 1 construction by August 8, 2026, and substantially complete the project by October 31, 2026. Stage 1 construction completion includes all work required to open New York Ave to traffic. Substantial completion includes having the water main installed and fully operational, parking lot and roadway granular surfacing completed, and ALL temporary erosion control measures are in place. Any delays due to weather, change orders, overruns of quantities, utility delays, or any other delays will not be considered as justification to modify the calendar date. Should the Contractor fail to substantially complete the work by the substantial completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the substantial completion date, until the project is substantially completed.

The Contractor shall fully complete the project by December 4, 2026, as weather conditions allow. Fully complete shall be defined as surface restoration being completed and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work by the completion date, liquidated damages of Five Hundred Dollars (\$500) per calendar day shall be applied for each calendar day after the completion date until project is fully completed.

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

**JURISDICTION:**

**CONTRACTOR:**

By: \_\_\_\_\_

\_\_\_\_\_  
Contractor

(Seal)  
ATTEST:

By: \_\_\_\_\_

Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

PARTNERSHIP ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

INDIVIDUAL ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

**CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES**

This Contract is award and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

<u>NO.</u>	<u>ITEM</u>	<u>UNIT</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
1	Water Main, 8"	LF	1,050	\$ _____	\$ _____
2	Water Service Connection, 1" Copper, Short-side	EA	7	\$ _____	\$ _____
3	Water Service Connection, 1" Copper, Long-side	EA	11	\$ _____	\$ _____
4	Water Main Abandonment, Cap, 4"	EA	2	\$ _____	\$ _____
5	Connect to Existing, 92nd Street	EA	1	\$ _____	\$ _____
6	Connect to Existing, New York Ave	EA	1	\$ _____	\$ _____
7	Fire Hydrant Assembly, Remove	EA	2	\$ _____	\$ _____
8	Fire Hydrant Assembly	EA	3	\$ _____	\$ _____
9	Pavement Removal	SY	200	\$ _____	\$ _____
10	Driveway Removal	SY	250	\$ _____	\$ _____
11	Sidewalk Removal	SY	565	\$ _____	\$ _____
12	Curb & Gutter Removal	SY	150	\$ _____	\$ _____
13	Sidewalk, PCC, 4"	SY	535	\$ _____	\$ _____
14	Sidewalk, PCC, 6"	SY	30	\$ _____	\$ _____
15	Detectable Warnings, Federal Color No. 20109	SF	40	\$ _____	\$ _____
16	Composite Patch, HMA-PCC	SY	200	\$ _____	\$ _____
17	Curb & Gutter, 6" Curb	LF	150	\$ _____	\$ _____
18	Driveway, Paved, PCC 6"	SY	250	\$ _____	\$ _____
19	Temporary Driveway, Granular	SY	250	\$ _____	\$ _____

20	Temporary Traffic Control	LS	1	\$ _____	\$ _____
21	Filter Sock	LF	970	\$ _____	\$ _____
22	Erosion Control Mulching, Hydromulching	AC	0.25	\$ _____	\$ _____
23	Modular Block Wall, Remove & Replace	LF	80	\$ _____	\$ _____
24	Construction Survey	LS	1	\$ _____	\$ _____

BASE BID TOTAL = \$ \_\_\_\_\_

ALTERNATE BID ITEMS

A-1	Sod	SY	1,130	\$ _____	\$ _____
-----	-----	----	-------	----------	----------

ALTERNATE BID TOTAL = \$ \_\_\_\_\_

TOTAL BID (BASE BID + ALTERNATE BID) = \$ \_\_\_\_\_

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the “Contractor” or “Principal”) and \_\_\_\_\_, as Surety, are held and firmly bound unto the **Urbandale Water Utility**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

**WATER SYSTEM IMPROVEMENTS 2026-1**  
**BEVERLY DRIVE – NEW YORK AVENUE to 92<sup>nd</sup> STREET**

Reconstruct water main along Beverly Drive between New York Avenue and 92<sup>nd</sup> street in Urbandale, IA. Contractor shall furnish all labor, materials and equipment required for installing approximately 1,100 Linear Feet (LF) of 8” PVC water main with associated valves, hydrants, fittings, and service lines as outlined in the bid documents.

Contractor is to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
  
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
  
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4) years** from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall

be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

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

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

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

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

WATER SYSTEM IMPROVEMENTS 2026-1  
BEVERLY DRIVE – NEW YORK AVENUE TO 92<sup>ND</sup> STREET  
URBANDALE WATER UTILITY  
URBANDALE, IOWA

**INDEX**

- |                         |   |
|-------------------------|---|
| 1. DEFINITIONS          | 6. LEGAL RELATIONS AND RESPONSIBILITIES |
| 2. SCOPE OF WORK        | 7. MEASUREMENT AND PAYMENT              |
| 3. CONTROL OF WORK      | 8. MISCELLANEOUS                        |
| 4. PROGRESS OF WORK     |   |
| 5. CONTROL OF MATERIALS |   |

**1. DEFINITIONS**

Wherever, in these specifications or in other contract documents, the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

Assignment of Contract: The written agreement whereby the Contractor sells, assigns, or transfers his/her rights in the contract.

Award: The decision of the Water Utility to accept the Proposal of the lowest responsible bidder for the work, subject to the execution and approval of a satisfactory contract therefore and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.

Bidder: Any person, firm, or corporation submitting a written proposal in answer to the Notice to Bidders for construction of the contemplated improvement as provided in these specifications.

Bid Security: The security required by the Notice to Bidders and Proposal to be furnished by the Bidder as guaranty that he/she will enter into a contract for work awarded to him/her and will furnish an acceptable bond.

Board of Trustees: The governing body of the Urbandale Water Utility, Urbandale, Iowa, as constituted under the laws of the State of Iowa.

Change Order: A written order to the contractor, signed by the Engineer, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Engineer and the Contractor shall constitute authorized modification of the contract.

City: The City of Urbandale, Iowa, a municipal corporation, acting through the City Council or duly authorized representatives.

Contract: The written agreement between the Contractor and the Water Utility setting forth the terms and conditions under which the work is to be performed.

Contract Amount: The aggregate sum obtained by multiplying the number of units of each item of work by the unit price specified in the Proposal for that class of work, or lump sum amount thereon where specified.

Contract Bond: A bond issued by a responsible Surety and approved by the Board of Trustees, which shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Water Utility.

Contract Document: The Contract Documents include all ordinances, codes and resolutions of the Board of Trustees providing for the execution of the project; the Official Publications and Notice of Hearing and Notice to Bidders; the Instruction to Bidders; the Payment Items; the Proposal; the Bid Bond; the executed Contract; the General Conditions; the Special Conditions; and all Plans and Specifications providing for the construction of the work; all supplemental agreements; Contract Bond; and those insurance policies of the Contractor which apply to the Project.

Contract Period: The period of time permitted for project completion.

Contractor: Any person, firm, or corporation named, as the Party of the Second part in the Contract shall be referred to as the Contractor.

Employee: Any person working on the Project to which these specifications apply, and who is under the direction or control of, or receives compensation from the Contractor or Subcontractor.

Equipment: All machinery together with the necessary supplies for the upkeep and maintenance and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

Engineer: The Engineer of the Urbandale Water Utility, or his/her duly authorized representative.

General Manager: General Manager works at the pleasure of the Board of Trustees, of the Urbandale Water Utility.

Inspector: The authorized representative of the Engineer assigned to the inspection of the work on, or the material used in, the Project covered by the contract.

Item: A specified unit of work on which a definite price is set forth in the Proposal or in the Contract.

Official Publication: The Official Publications are the formal resolutions and notices relative to the proposed improvements that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all the force and effect of contract obligations.

Owner: The Urbandale Water Utility, acting through the Board of Trustees.

Person: Any individual partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.

Plans: The drawings or reproductions thereof, which show the location and general detailed design of the project.

Project: The proposed public improvement as described in the Notice of Hearing and Letting and Instructions to Bidders.

Project Engineer: Registered Professional Engineer responsible for the preparation of plans and specifications.

Proposal: The written, signed tender of prices submitted on the official form of proposal, in the prescribed manner, to perform the work and furnish the labor and materials for the improvements covered by these specifications.

Special Provisions: The requirements contained herein and in any special provisions applying to the contract and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the Contract.

Station: One Hundred (100) linear feet.

Subcontractor: Any person, firm or corporation who has, with the written approval of the Water Utility, contracted with the Contractor to execute and perform in his/her stead, all or part of the contract of which these specifications are a part.

Superintendent: The representative of the Contractor, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct construction.

Supplemental Agreements: Written agreements between the Contractor and the Water Utility, modifying the original contract.

Surety: The Corporate Body bound with and for the Contractor for the faithful performance of the contract that is awarded under these specifications, and for payment of all debts pertaining to the work.

Water Utility: Urbandale Water Utility acting through the Board of Trustees.

Work (The Work): The furnishing of all materials, labor, equipment, transportation, tools, and other incidentals necessary to complete the Project in full compliance with the terms of the Plan, Specifications, and Contract Documents.

Working Day: A working day shall be any day other than a legal holiday, or Sunday, on which the

normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward the completion of the contract unless the work is suspended for cause beyond the Contractor's control. Sundays and holidays on which the Contractor's forces are required to engage in regular work, requiring the presence of an inspector, will be considered as working days.

## **2. SCOPE OF WORK**

- A. Plans and Specifications: Engineer shall provide contractor with five sets of plans and specifications after execution on contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

The intent of the plans and specifications is to provide for the construction and completion of every detail of the work described herein. It is understood that the Contractor for all or any part of the work will furnish all labor, tools, equipment, transportation, and incidentals required to make each item complete in accordance with the plans, specifications, and contract documents. The official plans; profiles on file in the office of the General Manager of the Urbandale Water Utility show the location, typical construction details and dimension of the work contemplated. The work is to be performed in conformity therewith, except in case of error or unforeseen contingency.

Engineer shall interpret plans and specifications. The Engineer's decision shall be final and binding on all parties concerned.

Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

- B. Plans: Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturer's drawings and data on materials and equipment.

Engineer will provide contractor with revised plans and specifications as may be require showing any authorized changes or extra work.

The plans are made up from careful surveys and represent the foreseen construction requirements. Any deviation from the plans made necessary by the exigencies of construction, or because of error, will be determined by the Engineer, and if necessary, corrected or modified drawings will be provided. If, however, in the opinion of the Engineer, unforeseen conditions make alterations and revisions advisable, such changes may be made without impairing this contract. If such alterations or revisions are made, the contract amount shall be adjusted in each case to compensate the proper party to this contract. Such cost adjustments shall be made in accordance with the unit prices named in the Proposal of the Contract, and in accordance with the basis of "Extra Work", as herein provided. No such changes shall be made except upon receipt by the Contractor of a written order signed by the Engineer, which order shall be recited for by the Contractor. Any cost adjustment not covered by unit prices in the Contract shall be by written agreement only, which agreement shall be supplemental to the original contract. No allowances shall be made for anticipated profits on work not performed.

1. Coordination of Specifications, Plans, and Special Provisions: In case of any discrepancy between the drawings and figures written thereon, the figures are to be taken as correct; in case of any discrepancy between the drawing and specifications, the drawings are to govern. In case of discrepancy between the general specifications and special provisions, or between the drawings and the special provisions, the special provisions shall govern.

2. Working (Shop) Drawings: Drawings showing such details as necessary to give a comprehensive idea of the fabrication and/or erection of item(s) or work. The contractor shall submit to the Water Utility for approval, four (4) copies of the detailed shop drawings, when required in the Contract Documents. Prior to the approval of such plans, any work done or material ordered shall be at the Contractor's risk. It is expressly understood that the Engineer's approval of the working drawings submitted by the Contractor covers the requirements for strength and detail, and the Water Utility assumes no responsibility for errors in dimensions.

3. Special Work: Any conditions not covered by these Standard Specifications are stated in the Special Provisions.

4. Conformance: No deviations from the plans will be permitted to the Contract without the Engineer's written approval and authorization.

C. Line and Grade: Contractor shall provide competent men and tools, stakes and other materials required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lie out the construct work.

D. Increases and Decreases of Quantities: The Water Utility reserves the right to make such increases and decreases in the quantities of the work shown on the plans as may be considered necessary to complete fully and satisfactorily the construction included in the Contract. All price adjustments to bid price shall be agreed to by the Engineer and the Contractor and shall require a written change order.

E. Extra Work: Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where a subcontractor, with approval of Owner does extra work, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit. The term "extra work" as used herein shall not be construed to apply to changes described in 6. Changes. (GC Page 8 of 23)

No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

F. Right-of-Way Easements:

1. Water Utility Provided: It is contemplated that the right-of-way or lands shown on the plans will provide, without cost to the Contractor, adequate space for the performance of the work. Should it become necessary to secure right-of-way or lands for the performance of the work, no claims shall be allowed for loss or damage occasioned by delays in securing right-of-way or lands.

2. Contractor's Convenience: Additional encroachment or temporary work easement deemed necessary by the Contractor for his/her convenience shall be obtained by the Contractor, at his/her expense, from the property owners involved. The Contractor shall hold the Water Utility harmless and free of damages caused by his/her use of such additional encroachment or temporary work easement.

G. Public and Private Utilities: Companies owning sewers, water mains, gas mains, and other utilities, above or below the ground, and service connections to same, shall have first priority access to the streets for the installation or adjustments of said utilities and/or service connections thereto. The Contractor should make every effort to cooperate with said utility companies for the coordination of said work.

1. Location: The locations of the utilities as represented on the plans are in accordance with the information furnished to the Water Utility by the utility companies and the Water Utility does not guarantee the exact location of such utilities.

2. Damages: The Contractor hereby agrees to make no claim for damages or extra work due to delays in his/her work caused by said installations or adjustments of utilities or connections thereto. The Contractor will be allowed such extensions of time as will be justified by said delays. The Contractor must, at all times, assume full responsibility for damages to any existing services or utilities arising as a result of his/her work. The Contractor shall solely be responsible for notifying the utility companies to install or adjust said utilities.

H. Clean Up: The Contractor, at his/her expense, shall remove all excavated material, rubbish, or other surplus material from the site of the work, both public and private, replace or renew fences, sidewalks, mailboxes, street and traffic signs, or other property damaged or disturbed from his/her work, and leave the premises in a condition satisfactory to the Engineer. The Contractor, at his/her expense, shall restore all public underground ducts, culverts, drains and similar installations that may have been disconnected by his/her operations.

### **3. CONTROL OF WORK**

A. Engineer: The Engineer will have general supervision of the work, and will decide any questions that arise with reference to the intent of the Contract Documents and compliance therewith. Engineer will pass on all questions relating to materials, work, progress, disputes, and mutual rights between Contractors, fulfillment of Contract and compensation, in accordance with the provisions of these specifications.

B. Inspectors and Inspection: The Engineer may appoint inspectors to inspect all materials used

and all work done under the Contract. Such inspection may extend to any part of the work and to the preparation or manufacture of the materials used. The Inspector will not be permitted to modify in any way the provisions of the Contract Documents, or to delay the work by failing to inspect materials and work with reasonable promptness. An Inspector is placed on the work to keep the Engineer informed as to its progress and the manner in which it is being done; also, to call to the Contractor's attention to any infringement of the Contract Documents. The Inspector shall not act as foreman or perform other duties for the Contractor, nor improperly interfere with the management of the work. Inspectors will not be authorized to approve or accept any portion of the work. In case of dispute between the Contractor and the Inspector, the Inspector shall have the authority to reject materials or suspend the work until the Engineer can decide the question at issue. Written notice of the suspension of work shall be given to the Engineer and the Contractor.

1. Tests: Contractor shall perform tests upon materials and equipment specified, to determine if the materials and equipment meet requirements or specifications, conditions of operation and guarantees of Contractor.

Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.

Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers; American Society for Testing Materials, and other recognized standards.

2. Examination: At any time before acceptance of the work, upon request of the Engineer, the Contractor shall remove or uncover such portions of the finished work as the Engineer may direct. After examination has been made, the Contractor shall restore such portions of the work to the standard required by the Contract Documents. If the work thus exposed or examined proves acceptable, the uncovering or removing and placing of the covering, or the restoring of the parts removed shall be paid for as extra work, except that no payment shall be made for the work involved in checking the smoothness of concrete surfaces. If the work thus exposed and examined proves unacceptable, the Contractor shall replace the defective work in accordance with the Specifications, and shall be paid only the contract price for the work as finally accepted.

3. Work: Work done or materials used without suitable supervision or inspection by the engineer may be ordered removed and replaced at the Contractor's expense.

4. Time: Contractor shall commence work within time specified and shall complete work within time specified in contract.

5. Delays: Delays caused by injunction or legal actions, damage by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.

Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time. No extension of time shall be valid unless made

in writing to Owner.

Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

6. Changes: Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.

Amount due Contractor shall be adjusted for changes in following manner:

Where unit process has been bid, these unit prices shall be used to compute adjustment in compensation.

Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 2.E EXTRA WORK shall apply to changes where compensation is negotiated.

- a. No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
- b. Authorized changes, which require additional time to complete, shall entitle Contractor to proportionate extension of time of completion, which shall be determined by Engineer.

C. Supervision: The Contractor shall keep on the work during its progress a competent Superintendent who shall be the official representative of the Contractor to whom instructions concerning the work may be given by the Engineer and notices and written orders shall be served by the Engineer upon such Superintendent. The Contractor shall notify the Engineer in writing the name of such official representative on the work. The Contractor shall give efficient supervision of the work, using his/her best skill and attention. Failure to provide adequate supervision shall be ground upon which the Engineer may order the removal of the Superintendent or the furnishing of additional superintendents. The Superintendent shall not be changed during this contract, except with written notice to the Engineer at which time the replacement shall be identified. The Superintendent shall carefully study and compare all drawings, specifications, and other instructions, and shall at once report to the Engineer any inconsistencies, omissions or lack of definite detail which may be discovered.

D. Contractor's Responsibility: Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials

and equipment, which are damaged or destroyed from any cause, shall be replaced at Contractor's expense.

Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

E. Subcontracts: Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of the Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.

Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

F. Contractor's Employees: Any employee of the Contractor who is careless, incompetent or disorderly, refuses or neglects to perform his/her work in accordance with the specifications, or who shall commit trespass upon any public or private property in the vicinity of the work, shall be discharged upon written request of the Engineer, and shall not be reemployed on any of the work unless authorized by the Engineer.

G. Defective Work: Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to recover defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations and may withhold payment until such defective work has been removed and replaced in accordance with Plans and Specifications. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Water Utility to declare the Contract in default and to proceed to have the work completed in accordance with Item 4-H-3, Completion of Contracts in Default.

H. Unauthorized Work: Work done in excess of that provided by the lines and grades shown on the plans or as given by the Engineer, or any extra work done without the written authority of the Engineer, will be considered as unauthorized, and will not be measured or paid for.

I. Responsibility for Work: The Contractor for any part of the Construction work under this contract shall be held responsible for any partially completed work until final acceptance of same by the Board of Trustees. Contractor will be required to make good at this own expense, any damage that the work may sustain from any cause prior to filing of the Engineer's Certificate of Completion. Contractor assumes all risk from floods, malicious acts, vandalism, and other casualties of every description and make no charge for delay due to such cause. Contractor may

be allowed a reasonable extension of time on account of such delay.

J. Protection of Property and Monuments: The Contractor shall replace or renew fences, sidewalk or other property damaged by reason of his/her work, or the negligence of his/her employees. Contractor shall take suitable precautions to prevent damage to telephone, telegraph and electric transmission lines along the highway; to pipes, conduits, and other underground structures, and shall carefully protect from disturbance all land monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and he/she shall not remove them until so directed. Contractor responsibility shall not extend to damage to fences, telephone, telegraph, or electric lines occupying the right-of-way unlawfully, provided due caution has been used in removing them. The Contractor's responsibility shall not be released until the work under his/her contract shall have been completed and accepted. Injury or removal of boundary marks, milestones, and monuments and the penalties therefore are regulated by Chapter 355 (Section 355.14), 1985 Code of Iowa.

K. Final Inspection: Upon notification by the Contractor or his/her authorized representative that the work is completed, the Engineer shall make prompt final inspection of each item of work included in the contract. If the work is found not to be in accordance with the Contract Documents, the Contractor shall be advised as to the particular defects to be remedied and shall take prompt action to correct said defect or deficiency.

#### **4. PROGRESS OF WORK**

A. Prosecution of Work: The progress of work shall be at a rate sufficient to complete the Contract within the contract period. If it appears that the rate of progress is such that the Contract will not be completed within the contract period; or if the work is not being completed in a satisfactory and workmanlike manner; the Water Utility may order the Contractor to take such steps as is considered necessary to complete the Contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two (2) weeks after receipt of same, the Water Utility shall have the right to declare the contract in default and to complete the work in accordance with the provision of Item 4-H-3.

B. Limitations of Operations: At any time, when in the judgment of the Engineer, the Contractor has obstructed or closed, or is carrying on operations on a greater portion of the area than is necessary for the proper prosecution of the work, the Engineer may require the Contractor to finish the sections on which work is in progress before the work is started on any additional section. Whenever the work which is being done by other Contractors or Subcontractors is contiguous to, or a part of the work included in this contract, the Engineer shall, in case of dispute, determine and define the respective rights of the various interests involved in order to secure the completion of all parts of the work in general harmony and with satisfactory results.

C. Order of Construction: The Engineer shall have control of the order in which the various parts of the work are to be performed. The order of work, as determined by the Contractor, will be followed except where the Engineer determines that such order would not be the best interest of the general public. The Contractor shall complete any portions of the work in such order of time as the Engineer may require.

D. Use of Partially Completed Work: The Water Utility shall have the right to use any completed or partially completed portions of the work, at any time; but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. 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. When improvements are released to the Water Utility for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility of damages due to the elements and to ordinary public use, but only on the portion so released and used. Such release by the Contractor to the Water Utility for public use shall be directed in writing by the Engineer.

E. Methods and Equipment: The methods, equipment, and appliance used shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress as specified. If at any time the equipment, appliances or methods employed on the work are such that the quality of the finished work is not satisfactory, or the specified rate of progress is not being maintained, the Contractor shall make such changes in the equipment or appliances, or furnish such necessary equipment or appliances, or adopt such methods as will insure a satisfactory, finished project within the contract period. Permission given by the Engineer to use any particular method, equipment or appliances shall not be construed:

1. To relieve the Contractor from furnishing other equipment or appliances or adopting other methods for the prosecution of the work at any time that it appears necessary to do so in order to produce work complying with these specifications.
2. To bind the Water Utility to accept work which when completed does not conform to the requirements of the contract.

F. Suspension of Work: Owner may suspend the work or any part thereof, at any time, by giving ten (10) days' written notice by Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in the written notice from owner to Contractor to do so.

If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

G. Contract Periods:

1. Extension: No extension of contract period will be allowed for variations between contract quantities and actual quantities which cannot be predetermined and which amount to less than five (5) percent of the contract quantities. An extension of the contract period may be granted by the Water Utility for any of the following reasons:
  - a. Additional work resulting from a modification of the plans for the project.
  - b. Delays caused by the Water Utility.
  - c. Other reasons beyond the control of the Contractor, which in the Water Utility's judgment would justify such extension.
2. Failure to Complete Work: If the Contractor fails to complete his/her work within the contract period or any extension thereof as provided in Item 4-G-1, Extension of Contract

Period, said contract shall, without further action or notice be in default. The Water Utility may at its option permit the Contractor or his/her surety to complete the work included in the contract or may proceed to complete the work in accordance with Item 4-H.

3. Responsibility: In either event, the Contractor or his/her surety shall be responsible for all costs incidental to the completion of the work, and also for the liquidated damages stipulated in the proposal form. The Water Utility may waive such portion of the liquidated damages as may occur after the work is in condition for the safe and convenient use by the Water Utility.

#### H. Contract in Default:

1. Declaration of Water Utility: The Water Utility may declare a contract in default for any one of the following reasons:
  - a. Failure to complete the work within the contract period or any extension thereof.
  - b. Failure or refusal to comply with an order of the Engineer within a reasonable time.
  - c. Failure or refusal to remove rejected materials.
  - d. Failure or refusal to perform anew any defective or unacceptable work.
  - e. Bankruptcy or insolvency, or the making of an assignment for the benefit of the creditors.
  - f. Failure to carry on the work in an acceptable manner.
2. Notice: Written notice shall be given to the Contractor by the Water Utility that his/her contract has been declared in default, and upon receiving such notice the Contractor shall peaceably relinquish possession of the said work, or the parts thereof specified in the notice.
3. Completion of Contracts in Default: If for any reason a contract is declared in default, the Water Utility shall have the right, without process or action at law, to take over all or any portion of the work, and complete it at its option, either by day labor or reletting the same. The Water Utility may at its option, and at the rental which it considers reasonable, retain all material, equipment, and tools on the work until the work has been completed.
4. Completion: Neither the Water Utility, nor any member or employee thereof, shall, in any way, be liable nor accountable to the Contractor or his/her Surety for the method by which the completion of said work, or any portion thereof, may be accomplished or for the price paid therefore. Should the cost of completing this work be in excess of the original contract price, the Contractor and his/her Surety shall be held responsible for such excess cost. Should the cost of the completion,

including all proper changes, be less than the original contract price, the amount so saved shall be paid the Contractor. Neither by taking over the work, nor by declaring the Contract in default, shall the Water Utility forfeit the right to recover the damages from the Contractor or his/her Surety for failure to complete the Contract.

H. Completion of Project: The Contract shall be considered completed when the work has been accepted in writing by the Water Utility. Such acceptance shall release the Contractor from all further obligations with respect thereto, except as to conditions and requirements as set forth in his/her bond.

## 5. CONTROL OF MATERIALS

A. Source and Quality: All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturer's representatives shall be used to supervise installation of equipment.

The materials used on the work shall comply with the requirements of these specifications. The Engineer shall approve the source of supply of each of the materials before delivery is started. The materials proposed to be used may be inspected at any time during the process of the preparation and use. Materials complying with these specifications will be accepted from any approved source of supply, but the Water Utility reserves the right to reject the entire output of any source of supply from which it is impossible to get a continuous supply of satisfactory material, or when conditions are such that the use of unfit material cannot be prevented except by extraordinary inspection methods.

Absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.

B. Storage of Materials: The Contractor shall be held responsible for the care and storage of materials delivered on the work or purchased for use thereon. The Engineer may reject any material that has been delivered on the work and has been damaged before actual incorporation in the work, even though it may previously have been accepted. Stored materials shall be so located as to facilitate thorough inspection.

C. Defective Materials: Materials, which do not meet the requirements of the Specifications, will be rejected and shall be promptly removed from the work.

D. Proprietary Materials: Whenever in the Specifications an article, material, or equipment are defined by describing the proprietary product or by using the name of the manufacturer, the term "or an approved equal" if not inserted, is implied. The specific article, material, or equipment mentioned shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed in such a manner as to exclude manufacturers' products of comparable design, quality, capacity and efficiency. The Contractor shall secure an approval of the Engineer in writing before making a substitution of other items or items claimed to be equal to the item specified. In case such approval and

permission is not secured or granted Contractor will be required to furnish the specified item without remuneration or extra cost, except as set forth in Item 6-H, Patent Infringements.

E. Ownership of Materials: All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights by Owner to require fulfillment of all terms of contract.

F. On-Site Review or Observations: All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as required by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.

1. Engineer may observe construction, fabrication and manufacture of equipment or materials specified herein at plant or factory.
2. Engineer may condemn materials, equipment or work, which do not satisfactorily meet specifications, by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
3. Engineer may reject defective materials, equipment or work at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

## **6. LEGAL RELATIONS AND RESPONSIBILITIES:**

A. Laws to be Observed: The Contractor is presumed to be familiar with all laws, ordinances, and regulations that may in any manner affect those engaged or employed upon the work, or the materials or equipment used in or upon the work, or may in any way affect the conduct of the work. The Contractor shall so conduct the work that conflicts with any such laws, ordinances, or regulations will be avoided, and he/she will save harmless the Water Utility and its representatives against any claim arising from violation thereof.

B. Preference: The Contractor shall give preference to Iowa products and domestic labor in accordance with the provisions of Chapter 73, 1985 Code of Iowa, and the provision is hereby specifically made a part of any contract of labor of this State if he/she is a citizen and has resided in this State for more than six (6) months.

C. Liability Insurance: It shall be the Contractor's responsibility to assure the Water Utility that all of the construction operations incident to the completion of his/her general contract are covered by liability insurance in order that the general public or any representative or the Water Utility may have recourse against a responsible party for injuries or damages sustained as a result of said construction operations. This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a Subcontractor or his/her employee, (3) by an independent contractor.

D. Litigation: The Contractor shall indemnify and hold the Water Utility harmless from all injury

or damage to persons or property or claims thereof arising out of the prosecution of said work by the Contractor, his/her Subcontractors, Agents, or Employees and for all expenses of litigation arising from any act done or suffered to be done, by the said Contractor, his/her Subcontractors, Agents, or Employees. The Contractor shall also hold the Water Utility harmless from all claims for damages arising from any neglect, default, or mismanagement or omissions of the Contract by himself, his/her Subcontractor, his/her Agents, or Employees, in the performance of any duties imposed by this Contract, or by law. If any litigation on account of such claims shall be commenced against the Water Utility, the Contractor, upon notice thereof from the Water Utility, shall defend the same at his/her own cost and expense; the records of any judgment rendered against the Water Utility on account of such claims for damages shall be conclusive as against the said Contractor, and entitle the Water Utility to recover the full amount thereof, with interest and cost, and attorneys' fees incurred by said Water Utility, and right of action therefore shall accrue to the Water Utility as soon as such judgment shall have been rendered, whether the Water Utility shall have paid the amount or not.

- E. Claims for Damage & Negligence: The Contractor shall pay all claims against him/her or against any Subcontractor on said work for service or labor performed or material furnished, in the performance of said contract and to pay all just claims growing out of said work because of trespass, waste or negligence of any kind on the part of the Contractor, his/her Subcontractor, Agents, or Employees, and any person having just claims for labor, material, or negligence, shall have a right of action in his/her own name against the Contractor.
- F. Indemnification: The Contractor shall indemnify and save harmless the Water Utility and all its officers or agents from claims or liability of any part of the Contractor or his/her employees. Responsibility of the Contractor for all damages, or injuries to the public, on any portion of the area covered by this contract, shall not cease until the Engineer has released the work on such portion. "Release by the Engineer" shall be construed to mean a written statement by the Engineer to the effect that the Contractor is relieved of further maintenance of that portion of the area. The Contractor's responsibility for the maintenance of lights and barriers on any individual structure shall cease upon final acceptance of such structure, or when specifically released in writing by the Engineer.
- G. Permits and Licenses: The Contractor shall procure all necessary permits and licenses, pay all charges and fees, all sales taxes and use taxes and give all notices necessary and incident to the due and lawful prosecution of the work.
- H. Patent Infringements: The Contractor shall indemnify and save harmless the Water Utility against all claims for infringement of patents or for royalty on tools, machinery, appliances, devices or materials used in the construction and completion of the work. The Water Utility assumes no responsibility for the payment of claims for damages for patent or copyright infringement or for royalties on material, processes, specifications or types of construction that are required by the Contract Documents.
- I. Waiver of Rights: The Water Utility shall not be precluded or stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payments therefore, from showing the true amount and character of the work performed,

and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that the work or materials do not in fact conform to the contract. The Water Utility shall not be precluded or stopped notwithstanding any such measurement, estimate or certificate and payment in accordance therewith, from recovering from the Contractor and his/her Sureties such damages as it may sustain by reason of his/her failure to comply with the terms of the Contract.

J. Acceptance: Neither acceptance by the Water Utility or any representative of the Water Utility, nor any payment for, or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Water Utility shall operate as a waiver of any portion of the Contract, or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

K. Guarantee: Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance or work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph. Maintenance bond shall be combined with surety bond when so stated in Notice of Hearing and Letting.

L. Surety Bond: Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided. Surety bond shall be combined with maintenance bond when so stated in Notice of Hearing and Letting.

M. Owner's Right to do Work: If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy if may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

N. Owner's Right to Terminate Contract: Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of

Contractor for any of following reasons:

1. Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
2. Receiver is appointed on account of Contractor's insolvency.
3. Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is quarantined, to provide enough skilled workmen or proper materials.
4. Contractor fails to make prompt payment to subcontractors for material and labor.
5. Contractor persistently disregards laws and ordinances of instruction of Engineer.
6. Contractor violated a provision of contract.
7. If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall furnish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
8. If the unpaid balance of the contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to the Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

O. Contractor's Right to Stop Work or Terminate Contract: If Owner fails to pay Contractor for any certificate for payment within thirty (30) days of its maturity and presentation, then Contractor may, upon seven (7) days written notice to Owner, stop work. Contractor shall resume work promptly upon payment.

## **7. MEASUREMENT AND PAYMENT:**

A. Measurement of Quantities: The work completed under this contract shall be measured according to the United States Standard Measures. Payments shall be based on the actual quantity of work performed under the different items of work in the Contract, except as otherwise specifically provided in the method of measurement for various classes of work.

B. Scope of Payment: The Contractor shall accept the compensation herein provided as full payment for furnishing all material, labor, tools, and equipment and for performing all work under the Contract; also, for all cost arising from the action of the elements or other natural causes, agreement, injunctions, and the performances or nonperformance's involving other contractors or third parties, or from any unforeseen difficulties not otherwise provided for in the Specifications which may be encountered during the prosecution of the work and up to the time of acceptance thereof, except damages to the work due to acts of war, as follows:

1. Items of work performed, which are covered by definite prices, stipulated in the Contract. For all items of work performed, which are covered by definite unit prices or lump sum amount specified in the Contract, the Contractor shall receive and accept compensation at the rate specified in the Contract.
2. Extra Work ordered by the Engineer of a quality or class not covered by the Contract will be paid for at either an agreed-price or a force-account basis as evidenced by a written change order.
  - a. Agreed Price Basis: For extra work ordered by the Engineer and performed on an agreed price basis, the Engineer and the Contractor shall enter into a written agreement, before such work is undertaken, which shall describe the extra work that is to be done, and shall specify the agreed price therefore, and shall be subject to the approval of the Water Utility.
  - b. Force Account Basis: Extra work performed on a force-account basis will be paid for in the following manner: For laborers, timekeepers, foreman, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls and for the time they are actually engaged in the extra work, to which shall be added an amount equal to twenty-five (25) percent thereof, plus the amount of Social Security Tax, Federal wages, payroll tax and State Unemployment Tax imposed by law upon the Contractor because of such force account work, plus the cost of workman's compensation and public liability insurance. The twenty-five (25) percent shall cover compensation for the furnishing of the necessary small tools for work together with all other overhead items of expense.

For materials used on force-account work, the Contractor shall receive the actual cost of the materials delivered on the work, including freight and hauling charges as shown by original received bills, to which cost shall be added a sum equal to fifteen (15) percent thereof.

For machinery, tools, or equipment (except small hand tools) the Engineer shall allow the Contractor a reasonable rental at a rate, which shall include operation and maintenance cost, to be agreed upon, in writing before such work is begun. No profit percentage shall be added to the rental.

At the end of each day, the Contractor shall prepare payrolls or memoranda in duplicate for labor furnished on a force-account basis. The Inspector and the Contractor's representative shall sign both copies. One copy shall be furnished to the Engineer and one to the Contractor.

Claims for extra work performed on a force-account basis shall be submitted to the Engineer in duplicate. To the claims shall be attached such receipts of statements as the Engineer may require in support of such claims. Such claims shall be filed not later than the tenth (10th) day of the month following that in which the work was actually performed, and shall include all labor charges, rental charges, rental charges on machinery, tools, and equipment and all material charges insofar as they are available.

C. Partial Payments: If the work extends over a period of more than one (1) month, the Contractor will receive monthly estimates based on the amount of work completed in an acceptable manner. Monthly estimates may be allowed on materials provided of acceptable quality, which have been delivered on the work and stored in a manner satisfactory to the Engineer.

D. Estimates: The Engineer's monthly estimates for partial payments on the Contract sum, and the allowance of a monthly estimate by the Water Utility does not constitute final acceptance of work upon which the estimates are based. Each estimate shall be filed by the Contractor in the form of a claim against the Water Utility and certified by the Engineer. Five (5) percent of each estimate shall be deducted and held as a suspended payment until final acceptance of the entire contract. Should a reasonable doubt arise as to the integrity of any part of the completed work, the estimate for that portion shall not be allowed until the cause for the doubt is removed. The monthly estimates and payments are approximate only and shall be subject to correction in the final estimate and payment.

E. Claims for Extra Compensation: In any case where the Contractor deems that extra compensation is due him/her for work or materials not clearly covered in the Contract and not ordered by the Engineer as an extra work order as defined herein, the Contractor shall notify the Engineer in writing of his/her intention to make claims for such extra compensation before he/she begins the work on which he/she bases his/her claim. If such notification is not given, or the Engineer is not afforded facilities for keeping strict account of actual cost 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 not kept account of the cost as aforesaid, shall not be construed as proving the validity of the claim. The claim must be passed upon by the Water Utility. In case the claim is found to be just, it shall be allowed and paid.

F. Acceptance and Final Payment: When work has been satisfactorily complete, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from contractor a statement showing balance due on all accounts.

1. Making and acceptance of final payment shall constitute a waiver of all claims by Owner except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

G. Final Quantity Adjustment: It is understood that the Water Utility shall not be bound to

consider application for correction of estimates and payment after the Contractor has signed his/her final estimate, or after thirty (30) days from the date when the final estimate is submitted to the Contractor for his/her approval.

- H. Statement of Sales Tax: The successful bidder will be authorized by the City of Urbandale and the Iowa Department of Revenue and Finance to purchase building materials tax free in accordance with Iowa Code Sections 422.42 (15) & (16) and 422.47 (5).
- I. Payments Withheld: Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:
1. Defective work not remedied.
  2. Claims filed or reasonable evidence indication probable filing of claims.
  3. Failure of contractor to make payments properly to subcontractors or for materials or labor.
  4. A reasonable doubt that contract can be completed for balance then unpaid.
  5. Damage to another contractor.
  6. Claims of Owner for liquidated damages.

Payments shall be made for accounts withheld when above grounds are removed.

- J. Arbitration: The Contractor shall not institute any proceedings at law to secure payment for labor performed or materials furnished, or both, under this contract until the claim, therefore, shall have been rejected by the Board of Trustees, and submitted to a Board of Arbitration as hereinafter provided.
1. Board: The Contractor may at any time within sixty (60) days after the Water Utility's acceptance of the work for which he/she claims to have furnished material or performed labor, serve a written demand upon the Water Utility to submit his/her claim or claims to a Board of Arbitration as herein provided. Said Board of Arbitration shall consist of three (3) persons, one to be chosen by the Water Utility, one by the Contractor and the third party by the two arbitrators thus chosen.
  2. Procedures: The Board of Arbitration shall make its own rules of procedure and shall have the authority to examine records kept by the Water Utility and the Contractor. If the desired records are not produced within ten (10) days after they are requested, the Board of Arbitration shall proceed without them as best they may. In determining the award, the majority of the Board shall govern. Certified copies of the findings and award shall be filed with the Water Utility and the Contractor. The Board of Arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne.

3. Jurisdiction: The said Board of Arbitration shall have the jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed, or material furnished and claims for extra compensation which for any reasons have not been allowed by the Water Utility. The jurisdiction of the Board of Arbitration shall not extend to an interpretation of the intent of the plans and specifications, not to determination of the quality of workmanship or materials furnished, and not to setting aside or modifying terms or requirements of the contract.

## **8. MISCELLANEOUS**

A. Moving of Heavy Equipment: Moving and use of heavy equipment shall be subject to the approval of the Engineer. Approval by the Engineer does not relieve the Contractor of responsibility for securing the necessary permits, for conformance with the Contract Documents, or for any damage resulting from movements or use of heavy equipment.

B. Safety and Health: In the performance of his/her contract, the Contractor shall comply with all applicable Federal, State, and local laws governing safety and health. The Contractor shall furnish such additional safeguards, safety devices, and protective equipment and shall take action as the Engineer may determine as being reasonably necessary to protect the life and health of his/her employees and the public. The Contractor shall provide for his/her employees the necessary sanitary convenience properly secluded and shall observe all rule and regulations of the State and local health officials and take such precautions as are necessary to avoid creating unsanitary conditions.

C. Traffic: The Contractor is given authority to close streets, or parts of streets to vehicular traffic as soon as the construction work is started as outlined in the Special Provisions. The Engineer will be the judge of how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to permit the closing of additional streets until some of the improvement is finished and opened to traffic. The Contractor shall notify the Engineer forty-eight (48) hours in advance of closing any City streets or public thoroughfares.

D. Explosives: The Contractor's attention is called to existing Federal, State and City regulations and Special Provisions regarding the use of explosives.

E. Emergency: Delays in the securing of materials and/or equipment under this contract, proven by the Contractor to have been caused by the exercise of the Federal Authority by reason of national emergency, shall entitle the Contractor to an equivalent extension of time of completion. If there is an extended delay in securing materials or equipment, this contract may be terminated under the provisions of Chapter 573A, 1985 Code of Iowa.

F. Sundays and Holidays: Except for such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, no work will be permitted upon Sundays or legal holidays without specific permission of the Engineer.

G. Claims Against Contractor: The Contractor guarantees the payment of all just claims against him/her or any Subcontractor in connection with this contract, and his/her bond will not be released

by final acceptance and payment by the Water Utility, nor will final payment be made until such claims are paid or released.

H. Canceled Work: When unforeseen difficulties prevent or unreasonably delay the completion of the contract, or of certain items included therein, the Water Utility shall have the right to cancel any or all to such items. For the finished portions of items canceled, the Contractor will be paid at the contract unit prices, in accordance with the provisions of Section 7, Measurement and Payment.

I. Other Contracts:

1. Owner reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs.
  
2. When proper execution of Contractor's work depends upon work of another contractor, the Contractor shall inspect other's work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute acceptance of other contractor's work except for defects which may develop in work after completion.
  
3. To insure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.