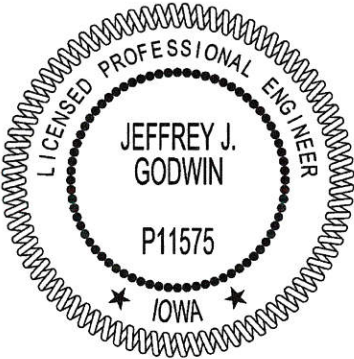
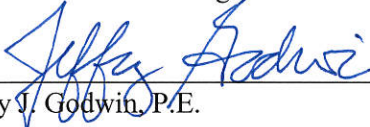


**SPECIFICATIONS**  
**STREAMBANK STABILIZATION REBID**  
**UNDERWOOD, IA**

Snyder Project #119.0983.09

	<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> <div style="display: flex; justify-content: space-between; align-items: flex-end;"><div style="text-align: center;"> _____ Jeffrey J. Godwin, P.E. License Number P11575 My License Renewal Date is December 31, 2020 Pages or sheets covered by this seal:     <i>All</i></div><div style="text-align: right;"><i>2-25-2020</i> _____ Date</div></div>
--	---

Prepared by:

SNYDER & ASSOCIATES, INC.  
1800 West 22<sup>nd</sup> St., Suite 200  
Atlantic, IA 50022  
(712) 243-6505

**STREAMBANK STABILIZATION REBID – UNDERWOOD, IA  
PROJECT NO. 119.0983.09**

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**BIDDING INFORMATION AND  
CONTRACT FORMS**

**NOTICE TO BIDDERS**  
**JURISDICTION OF CITY OF UNDERWOOD PUBLIC IMPROVEMENT PROJECT**

Notice is hereby given that a public hearing will be held by the City of Underwood on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 PM on Wednesday, March 18, 2020, in said City of Underwood, City Hall, 241 3rd Street, Underwood, IA 51576 for the **Streambank Stabilization Rebid - Underwood, IA.**

Sealed bids for the work comprising each improvement as stated below must be filed before **10:00 AM on Thursday, March 12, 2020**, in the office of the City of Underwood, City Hall, 241 3rd Street, Underwood, IA 51576. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 10:00 AM on Thursday, March 12, 2020, in the City of Underwood, City Hall, 241 3rd Street, Underwood, IA 51576 for consideration by the City of Underwood at its meeting on Wednesday, March 18, 2020.

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

The contract documents may be examined at the Office of City Clerk at City Hall. Hard copies of the project documents may be obtained from Snyder & Associates, Inc., 1800 West 22nd Street, Suite 200, Atlantic, IA 50022 at no cost. Electronic contract documents are available at no cost by clicking on the "Bids" link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing **Streambank Stabilization Rebid - Underwood, IA** on the left. Project information, engineer's cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

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.

**General Nature of the Public Improvement:** Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.

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 Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction 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 Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Underwood 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.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by Avoca Park Board 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 Avoca Park Board from claims and damages of any kind caused by the operations of the contract.

The City of Underwood, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.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, or national origin in consideration for an award.

**Contractor shall fully complete the project by September 2, 2020 and this date is fixed based on funding source.** Should the contractor fail to complete the work in this timeframe, liquidated damages of \$5,000.00 per working day will be assessed for work not completed within the designated contract term. Notice to Proceed is anticipated by April 16, 2020.

The City of Underwood 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 jurisdiction.

This Notice is given by authority of the City of Underwood.

By: /s/ Cindy Sorlien, City Clerk  
City of Underwood

## NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE **STREAMBANK STABILIZATION REBID - UNDERWOOD, IA** FOR THE CITY OF UNDERWOOD.

Public Notice is hereby given that at 6:00 PM on Wednesday, March 18, 2020, the Council of City of Underwood will, in the City of Underwood, City Hall, 241 3rd Street, Underwood, IA 51576, hold a hearing whereat said Council will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the Streambank Stabilization Rebid - Underwood, IA and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

General Nature of the Public Improvement: Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.

At said hearing, the Council 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 of City Clerk at City Hall, reference to which is made for a more detailed and completed description of the proposed improvements, and at said time and place the said Council 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.

This Notice is given by authority of the City of Underwood.

By: /s/ Cindy Sorlien, City Clerk  
City of Underwood

Published in the Neola Gazette Newspaper.

## **INSTRUCTIONS TO BIDDERS**

Project Name **Streambank Stabilization Rebid - Underwood, IA**

The work comprising the above referenced project shall be constructed in accordance with the **2020** edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. 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 **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 **City of Underwood**. "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. 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 – Acknowledgment 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:

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION OF ATTACHMENT</u></b>
1.	<u>Worksheet: Authorization to Transact Business</u>
2.	<u>Bidder Status Form</u>
3.	<u>Qualifications Statement</u>
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on 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 bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is included and can be used to assist Bidders in completing the Bidder Status Form.



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 City of Underwood, 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 and in the office of Snyder & Associates, 1800 West 22nd Street, Suite 200, Atlantic, IA 50022, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

#### ***PROJECT DESCRIPTION:***

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

### **PROPOSAL: PART B – ACKNOWLEDGMENT 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 and payment 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. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project **Streambank Stabilization Rebid - Underwood, IA**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Thousand** dollars (**\$5,000.00**) for each **working** day thereafter that the work remains incomplete. **Contractor shall fully complete the project by September 2, 2020 and this date is fixed based on funding source.** Notice to Proceed is anticipated on **April 16, 2020.**

**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:

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION OF ATTACHMENT</u></b>
1.	Worksheet: Authorization to Transact Business
2.	Bidder Status Form
3.	Qualifications Statement
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

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

Number

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.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE: 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****Project Name Streambank Stabilization Rebid - Underwood, IA**

**NOTE: Project is exempt from sales tax. The City will provide a “Sales Tax Exemption Certificate” and the cost of sales tax, including local option tax, shall not be included in the bid.**

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates 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 plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Item No	Item Code	Item Description	Quantity	Unit	Price	Total
1	1010	Mobilization	1	LS		
2	2010	Clearing and Grubbing	1	LA		
3	IA-01, 05, 21, 23	Site Preparation, Excavation, Earthfill	1	LS		
4	IA-61	Revetment Stone, Class E	3266	TON		
5	IA-95	Geotextile,	3506	SY		
6	9040	Seeding, Fertilizing, Mulching (RECP Type 2)	1	LS		
				<b>BID TOTAL</b>		

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 1 – Worksheet: Authorization to Transact Business**

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 2 – Bidder Status Form**

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 3 – Qualifications Statement**

## 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.

## 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: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

### To be completed by non-resident bidders

### Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- 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: \_\_\_\_\_



**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto **CITY OF UNDERWOOD**, as Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), or \_\_\_\_\_ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the 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;

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

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 Pottawattamie 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 and for the prompt payment of labor and material furnished in the prosecution thereof, 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:**

By: \_\_\_\_\_  
 Surety Company  
 \_\_\_\_\_  
 Signature Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Printed Name of Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Company Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Company Telephone Number

**PRINCIPAL:**

By: \_\_\_\_\_  
 Bidder  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

DATE: \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **City of Underwood** by its **Council**, upon order of its **Council** hereinafter called the "Jurisdiction," and \_\_\_\_\_, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees 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 **City of Underwood**. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, **2020** Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the 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 - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

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 and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project **Streambank Stabilization Rebid - Underwood, IA**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Thousand** dollars (**\$5,000.00**) for each **working** day thereafter that the work remains incomplete. **Contractor shall fully complete by September 2, 2020 and this date is fixed based on funding source.** Notice to Proceed is anticipated on **April 16, 2020.**

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

## JURISDICTION

## CONTRACTOR

**CITY OF UNDERWOOD**

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

Attest: \_\_\_\_\_

\_\_\_\_\_  
Name

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

\_\_\_\_\_  
Title

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

Form Approved By: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Telephone

## CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

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

2. **Out-of-State Contractors:**

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

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

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

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

PARTNERSHIP ACKNOWLEDGMENT

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

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

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

INDIVIDUAL ACKNOWLEDGMENT

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

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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

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

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

**CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES**

This contract is awarded 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 notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

<b>Item</b>	<b>Item</b>			<b>Unit</b>		
<b>No</b>	<b>Code</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Price</b>	<b>Total</b>
1	1010	Mobilization	1	LS		
2	2010	Clearing and Grubbing	1	LA		
3	IA-01, 05, 21, 23	Site Preparation, Excavation, Earthfill	1	LS		
4	IA-61	Revetment Stone, Class E	3266	TON		
5	IA-95	Geotextile,	3506	SY		
6	9040	Seeding, Fertilizing, Mulching (RECP Type 2)	1	LS		
				<b>BID TOTAL</b>		

SURETY BOND NO. \_\_\_\_\_

**PERFORMANCE AND PAYMENT BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_, as Surety are held and firmly bound unto, as Oblige (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 \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

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

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the 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. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:



- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the 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 against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the 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 regarding this Bond, the parties agree that the venue thereof shall be Pottawattamie 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 therefor 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 the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

Witness our hands, in ***three***, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

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

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Title

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

**SURETY:**

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

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

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

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

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

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

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

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

**FORM APPROVED BY:**

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

\_\_\_\_\_  
Attorney for Jurisdiction

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

**NOTE:**

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

**NOTICE TO PROCEED**

PROJECT: Streambank Stabilization Rebid - Underwood, IA

OWNER: City of Underwood

DATE: \_\_\_\_\_

TO: Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_,  
\_\_\_\_\_; on or before \_\_\_\_\_, and you are to complete the work as follows:

**The Contractor shall fully complete the project by September 2, 2020.** Fully complete shall be defined as all earthfill, rock placement, and associated work being completed, and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of **Five Thousand** dollars (**\$5,000.00**) per working day will be assessed for work not completed within the designated Contract term(s).

**City of Underwood**

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

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ of  
\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Title: \_\_\_\_\_

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

### 1. SUBMITTED BY:

Official Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. SUBMITTED TO:

City of Underwood, 241 3<sup>rd</sup> Street, Underwood, IA 51576

### 3. SUBMITTED FOR:

Streambank Stabilization Rebid – Underwood, IA

Owner:

City of Underwood, 241 3<sup>rd</sup> Street, Underwood, IA 51576

Project Name:

Streambank Stabilization Rebid – Underwood, IA

Snyder & Associates Project Number 119.0983.09

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF WORK:**

Project consists of riprap slope protection for streambank  
stabilization.

\_\_\_\_\_

### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

**5. AFFILIATED COMPANIES:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**7. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience: (Jobs of Similar Nature)

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Additional items as pertinent.

## SCHEDULE A

### CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

**Transmittal Form for**  
**Shop Drawings/Material Certifications**

Snyder & Associates, Inc.  
1800 West 22nd St., Suite 200  
Atlantic, Iowa 50022

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

Project No: 119.0983.09

Project: **STREAMBANK STABILIZATION REBID  
UNDERWOOD, IA**

Transmittal Number: **First Submittal** **Resubmittal**

Specification Section	Type of Material/Equipment	Supplier/ Manufacturer	Drawing/ Data	Action Taken

As stated in the Contract Documents, the undersigned CONTRACTOR'S submission of these shop drawings or material samples shall constitute a representation to the OWNER and the ARCHITECT-ENGINEER that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed and coordinated each Shop Drawing or material sample with the requirements of the work and the Contract Documents and he represents to the OWNER and the ARCHITECT-ENGINEER that item(s) described by these Shop Drawings/Material Certifications do comply with the requirements of the Contract Documents. The undersigned Contractor certifies that the equipment included in this submittal complies with the latest requirements of the Occupational Health and Safety Act of 1970 including any standards or regulations established by the U.S. Secretary of Labor in administration of said Act.

x \_\_\_\_\_  
(Authorized Signature of Contractor)

REMARKS:

x \_\_\_\_\_  
(Firm Name)

x \_\_\_\_\_  
(Mailing Address)

x \_\_\_\_\_  
(City, State, Zip)

The above submittals are returned with action as designed above in accordance with the following legend:

A - Reviewed  
B - Reviewed as Noted  
C - Revise and Resubmit  
D - Rejected  
E - Submit Specified Item

SNYDER & ASSOCIATES, INC.

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

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

Distribution:

Office \_\_\_\_\_

Owner \_\_\_\_\_

Field \_\_\_\_\_

Contractor \_\_\_\_\_

**SHOP DRAWING TRANSMITTAL**

## **CONTRACT PROVISIONS**

## **GENERAL CONDITIONS**

- |  |   |
|--|---|
| 1. Definitions                                 | 16. Correction of Work                        |
| 2. Additional Instructions and Detail Drawings | 17. Subsurface Conditions                     |
| 3. Schedules, Reports and Records              | 18. Suspension of Work, Termination and Delay |
| 4. Drawings and Specifications                 | 19. Payments to Contractor                    |
| 5. Shop Drawings                               | 20. Acceptance of Final Payment as Release    |
| 6. Materials, Services and Facilities          | 21. Insurance                                 |
| 7. Inspection and Testing                      | 22. Contract Security                         |
| 8. Substitutions                               | 23. Assignments                               |
| 9. Patents                                     | 24. Indemnification                           |
| 10. Surveys, Permits, Regulations              | 25. Separate Contracts                        |
| 11. Protection of Work, Property, Persons      | 26. Subcontracting                            |
| 12. Supervision by Contractor                  | 27. Engineer's Authority                      |
| 13. Changes in the Work                        | 28. Land and Rights-of-Way                    |
| 14. Changes in Contract Price                  | 29. Guaranty                                  |
| 15. Time for Completion and Liquidated Damages | 30. Arbitration                               |
|  | 31. Taxes                                     |

### **1. DEFINITIONS**

- 1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 ADDENDA - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 AGREEMENT - The written AGREEMENT between OWNER and CONTRACTOR covering the work to be performed; other CONTRACT DOCUMENTS are incorporated by reference or attached to the AGREEMENT and made a part thereof as provided therein.
- 1.4 BID - The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.
- 1.5 BIDDER - Any person, firm or corporation submitting a BID for the WORK.
- 1.6 BONDS - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with CONTRACT DOCUMENTS.

- 1.7 CALENDAR DAY - A calendar day is every day shown on the calendar.
- 1.8 CHANGE ORDER - A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.9 CONTRACT DOCUMENTS - The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.
- 1.10 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.11 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.12 CONTRACTOR - The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.13 DRAWINGS - The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.
- 1.14 ENGINEER - The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.15 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.16 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.17 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.18 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.19 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.20 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

- 1.21 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.22 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written description of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.23 SUBCONTRACTOR - An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.24 SUBSTANTIAL COMPLETION - That date as certified by the ENGINEER when the construction of the PROJECT or a specific part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.
- 1.25 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.
- 1.26 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.
- 1.27 WORK - All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.28 WRITTEN NOTICE - Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.
- 1.29 WORKING DAY - A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the CONTRACTOR may proceed with regular work for at least 6 hours toward completion of the CONTRACT. Unless work is suspended for causes beyond the CONTRACTOR'S control, Saturdays, Sundays and holidays on which the CONTRACTOR'S forces engage in regular work, requiring the presence of an inspector, will be considered as working days.

## **2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.
- 2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

## **3. SCHEDULES, REPORTS AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:
  - 3.2.1 The dates at which special detail drawings will be required: and
  - 3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

## **4. DRAWINGS AND SPECIFICATIONS**

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or

SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

## **5. SHOP DRAWINGS**

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

## **6. MATERIALS, SERVICES AND FACILITIES**

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.



- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject in a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

## **7. INSPECTION AND TESTING**

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.
- 7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.
- 7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.
- 7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an

extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

## **8. SUBSTITUTIONS**

- 8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality, and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

## **9. PATENTS**

- 9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

## **10. SURVEYS, PERMITS, REGULATIONS**

- 10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

- 10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.
- 10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13. CHANGES IN THE WORK.

## **11. PROTECTION OF WORK, PROPERTY AND PERSONS**

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK.

He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened

damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

## **12. SUPERVISION BY CONTRACTOR**

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

## **13. CHANGES IN THE WORK**

- 13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

## **14. CHANGES IN CONTRACT PRICE**

- 14.1. The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- (a) Unit prices previously approved.
  - (b) An agreed lump sum.
  - (c) The actual cost for labor, direct overhead, materials, supplies, equipment,

and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of WORK to cover the cost of general overhead and profit.

## **15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME.

It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day or working day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

## **16. CORRECTION OF WORK**

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall

promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

- 16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

## **17. SUBSURFACE CONDITIONS**

- 17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:
- 17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or
  - 17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.
- 17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

## **18. SUSPENSION OF WORK, TERMINATION AND DELAY**

- 18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.
- 18.2 If the CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is

appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the

OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

## **19. PAYMENTS TO CONTRACTOR**

- 19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER at any time, however, after fifty (50) percent of the WORK has been completed, if he finds that satisfactory progress is being made, shall reduce retainage to five (5%) percent on the current and remaining estimates. When the WORK is substantially complete (operational or beneficial occupancy), the retained amount may be further reduced below five (5) percent to only that amount necessary to assure completion. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

- 19.2 The request for payment may also include an allowance for the cost of such major



materials and equipment which are suitably stored either at or near the site.

- 19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.
- 19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.
- 19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.
- 19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUB-CONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged where upon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS the OWNER to the CONTRACTOR, and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
- 19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

## **20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE**

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

## **21. INSURANCE**

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
  - 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
  - 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  - 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and
  - 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and

protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

## **22. CONTRACT SECURITY**

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS.

Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS. CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

## **23. ASSIGNMENTS**

- 23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

## **24. INDEMNIFICATION**

- 24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

- 24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents

or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

- 24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

## **25. SEPARATE CONTRACTS**

- 25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.
- 25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introductions and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.
- 25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

## **26. SUBCONTRACTING**

- 26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

- 26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.
- 26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- 26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.
- 26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

## **27. ENGINEER'S AUTHORITY**

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

## **28. LAND AND RIGHTS-OF-WAY**

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

- 28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

## **29. GUARANTY**

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

## **30. ARBITRATION**

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

## **31. TAXES**

- 31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

## SUPPLEMENTAL GENERAL CONDITIONS

### 1. INTRODUCTION

The following supplements modify, change, delete or add to the General Conditions. Where any part of the General Conditions is modified or voided by these Articles, the unaltered provisions of that part remain in effect.

### 2. ARTICLE 7 - INSPECTION AND TESTING

It shall be the responsibility of the Contractor to hire an independent testing laboratory, subject to the approval of the Engineer, to perform all testing required of the technical specifications. It shall be the responsibility of the Contractor to take care of and deliver samples to said testing laboratory.

### 3. ARTICLE 10 - SURVEYS, PERMITS, REGULATIONS

Paragraph 10.1 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"10.1 The ENGINEER will establish base lines and bench marks for locating the principal component parts of the WORK and will establish location, elevation and grades of construction. Contractor will be required to provide staking to locate intermediate points between basic control staking provided."

### 4. ARTICLE 15 - TIME FOR COMPLETION AND LIQUIDATED DAMAGES – No Liquidated Damages Clause.

Paragraph 15.3 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"15.3 If the CONTRACTOR shall fail to complete all the WORK within the CONTRACT TIME, or extensions of time granted by the OWNER, then the CONTRACTOR (or the Surety) shall be in default and liable for and shall pay to the OWNER, or have deducted from any monies due or that may become due to the OWNER from the CONTRACTOR (or the Surety), the amount of **\$5,000.00** per day, for each and every **working** day, including Sundays and holidays, elapsing after the date for completion specified in the CONTRACT DOCUMENTS by the CONTRACT TIME, and before the actual completion of all the WORK. This sum shall be considered and treated as fixed, agreed and liquidated damages due to OWNER from CONTRACTOR (or Surety) because of OWNER'S loss of income and other costs incurred resulting from failure of CONTRACTOR (or Surety) to complete all the WORK within the time specified. The CONTRACTOR (or Surety) shall also be liable to pay the OWNER, or have deducted from any monies due or that may become due to the OWNER from the CONTRACTOR (or Surety), any and all additional reasonable charges incurred by OWNER for engineering services or legal services resulting from the extended construction time. Permitting the CONTRACTOR (or Surety) to continue and finish the



WORK or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of OWNER of its rights under the CONTRACT DOCUMENTS.”

5. ARTICLE 18 - SUSPENSION OF WORK, TERMINATION AND DELAY

Paragraph 18.1 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"Owner may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, as agreed to by both parties."

Paragraph 18.4 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"Upon seven day's written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses."

Paragraph 18.5 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, then Contractor may, upon seven day's written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses."

6. ARTICLE 19 - PAYMENTS TO CONTRACTOR

Paragraph 19.1 of the General Conditions is hereby modified by deleting the last four sentences thereof and inserting in lieu thereof the following:

"The OWNER shall retain five (5) percent of the amount of each payment for disposition in accordance with Section 573 of the 1985 Iowa Code, as amended. If the OWNER fails to make payment within seventy (70) days after the work has been accepted and all required materials, certifications, and other documentations required to be submitted by the CONTRACTOR and specified by the CONTRACT have been furnished to the OWNER, there shall be added to such payment interest at the rate provided in Section 573.14 of the Iowa Code, as amended, commencing on the thirty-first (31) day following completion of work and satisfaction of the other requirements of this paragraph and continuing until the payment is received by the CONTRACTOR."

Paragraph 19.5 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"Upon completion of the WORK, The ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within fifty (50) days of completion and acceptance of the WORK by the OWNER."

Paragraph 19.7 of the General Conditions is hereby deleted and the information contained therein is set forth in paragraph 19.1 of the General Conditions as modified herein.

7. ARTICLE 21 - INSURANCE

Paragraph 21.3.1 of the General Conditions is hereby deleted and the following inserted in lieu thereof:

"CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained from any one person in one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$250,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$500,000.00 aggregate for any such damage sustained by two or more persons in any one accident. **The Owner, Engineer and their employees and agents shall be listed as additional insureds in the Contractor's insurance policy and listed as such on the "Description of---Special Items" portion of the "Certificate of Insurance".**

8. ARTICLE 26 - SUBCONTRACTOR

Add the following paragraph to the General Conditions:

"26.6 Owner reserves right to review and approve proposed subcontractors for work covered by agreement."

9. ARTICLE 29 – GUARANTY – Maintenance Bond

Paragraph 29.1 of the General Conditions is hereby deleted and the following inserted in lieu

thereof:

"The CONTRACTOR shall guarantee all materials and equipment furnished and all WORK performed for a period of two (2) years from the date of the OWNER'S acceptance of the WORK. The CONTRACTOR warrants and guarantees for a period of two (2) years from the date of the OWNER'S acceptance of the WORK that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the costs thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guaranty period."

#### 10. PROJECT CLOSEOUT

Following completion of the work but prior to final acceptance and payment, the Contractor shall submit the following:

- 10.1 Lien Waivers from all suppliers, subcontractors and others with lien rights against the Owner.

# **TECHNICAL SPECIFICATIONS**

BY REFERENCE - Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction Work, Series 2012 plus current Supplemental Specifications and Special Provisions shall apply to construction work on this project.

BY REFERENCE – Statewide Urban Design and Specifications (SUDAS) manual, latest edition.

## PART 1 - GENERAL REQUIREMENTS

### INDEX

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| 5. SUBMITTALS               | 10. INCIDENTAL CONTRACT ITEMS |

#### 1. INTENT

- 1.1 The intent of the specifications is to describe the construction desired, performance requirements and standards of materials and construction.
- 1.2 Contractor shall furnish and install materials and perform all work and services for completed project described in Contract Documents.

#### 2. WORK REQUIRED

- 2.1 Work under this contract includes streambank stabilization including earthfill, rock placement and associated work.

#### 3. PLANS AND SPECIFICATIONS

- 3.1 Engineer will furnish 3 sets of plans and specifications to Contractor after award of contract. Contractor shall pay printing costs for additional copies required.
- 3.2 Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

#### 4. CONSTRUCTION FACILITIES

- 4.1 Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- 4.2 Limited storage space for materials and equipment will be available along easements and right-of-way; provide additional storage areas as required.
- 4.3 Provide telephone number where Contractor's representative can be reached during work day and on nights and weekends in event of emergency.
- 4.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 4.5 Do not store construction equipment or materials on streets open to traffic. Location for storage of equipment by Contractor during non-working hours is subject to

approval of Engineer.

## 5. SUBMITTALS

- 5.1 Provide construction schedule showing dates of starting and completing various portions of work.
- 5.2 Submit following information for Engineer's review. Provide 3 copies plus copies required by Contractor.
  - 5.2.1 Purchase orders and subcontracts without prices.
  - 5.2.2 Materials test reports.
  - 5.2.3 Shop drawings and manufacturer's data for pipe, fittings, manholes, manhole covers and frames, steps, grout, intakes/concrete, valves, and other special items.
  - 5.2.4 Details of proposed methods of sheeting, shoring and bracing.
  - 5.2.5 Such other information as Engineer may request.

## 6. STANDARDS AND CODES

- 6.1 Construct improvements with best present day construction practice and equipment.
- 6.2 Conform with and test in accordance with applicable sections of the following standards and codes.
  - 6.2.1 American Association of State Highway and Transportation Officials (AASHTO).
  - 6.2.2 American Society for Testing and Materials (ASTM).
  - 6.2.3 The Statewide Urban Design and Specification (SUDAS) manual, latest edition.
  - 6.2.4 Iowa Department of Transportation Standard Specifications (Iowa DOT) and current supplemental specifications.
  - 6.2.5 American National Standards Institute (ANSI).
  - 6.2.6 American Water Works Association (AWWA).
  - 6.2.7 American Welding Society (AWS).

- 6.2.8 Federal Specifications (FS).
- 6.2.9 Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- 6.2.10 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 6.2.11 Standards and Codes of the State of Iowa and the ordinances of the City of Underwood, Iowa.
- 6.2.12 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

## 7. MATERIALS TESTS

- 7.1 Contractor shall employ and pay for services of an independent testing laboratory for tests required to show compliance with specifications. Provide transportation of all samples to laboratory.
- 7.2 Selection of testing laboratory subject to approval of Engineer.
- 7.3 Provide materials tests as listed herein and as listed in detailed parts of the specifications.
- 7.4 Provide gradation and materials tests for pipe bedding, stabilizing material, and/or special backfill.
- 7.5 Certify that pipe, intakes, fittings and materials are manufactured in accordance with applicable specifications.
- 7.6 Certify that reinforcing steel meets applicable specifications.
- 7.7 Determine moisture density relations of each type of soil encountered during construction in accordance with Standard Proctor Method.
- 7.8 Perform soil density and moisture tests on earthwork at locations selected by Engineer to show compliance of compaction procedures with specifications. Intent is to provide sufficient tests to adequately control and represent the compaction procedures.
- 7.9 If compacted fill fails density and moisture tests, rework fill until specified density and moisture is obtained; Contractor shall pay all costs for retesting.
- 7.10 Test trench backfill soil density and moisture at one test per 3 feet of compacted backfill per 100 LF of trench under streets and driveways and within street right of way and at one test per 3 feet of compacted backfill per 200 LF of trench elsewhere,

at locations designated by Engineer.

- 7.11 Test street subgrade moisture and density at one test per 6" compacted lift per 300 LF at locations designated by Engineer.
- 7.12 Soil moisture content shall be between 0 and 4 percentage points above optimum and compaction shall be a minimum of 95% standard Proctor. If trench backfill or subgrade fail density tests, rework backfill or subgrade and retest until specified density is obtained; Contractor shall pay all costs for retesting.
- 7.13 Provide concrete mix designs: make two concrete compression cylinders or 3 beams from trial batch of each proposed concrete mix before start of construction; provide 7-day and 28-day tests in accordance with ASTM C39.
- 7.14 Certify that sources of portland cement and aggregates for concrete are IDOT approved. Provide analysis of materials used.
- 7.15 Concrete: The maturity method is the preferred method for testing of the pavement and determining the time of opening. If the maturity method is not used, prepare two cylinders or 2 beams each day concrete is poured; provide 7-day and 28-day tests in accordance with ASTM C39.
- 7.16 Asphalt Testing: Per SUDAS for local streets
- 7.17 Curb and gutter concrete testing: see pavement testing.

## 8. FIELD TESTS

- 8.1 Notify Engineer when installation is complete and ready for testing.
- 8.2 Engineer will supervise tests on storm sewer trench, subgrade, special backfill, P.C.C. pavement and other work.
- 8.3 If test results do not meet those specified, make necessary corrections and repeat tests.

## 9. MEASUREMENT AND PAYMENT

- 9.1 Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project except as set forth below. All other items of work are incidental to construction.



- 9.2 Bid Item 1 – Mobilization (LS): This contract item includes preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, parts, labor, equipment, materials, tools, and incidentals to the project site to perform the work and remove the same after testing, including cleanup and demobilization. Measurement for payment will be lump sum with 75% due after move in and the remaining 25% at the end of the project.
- 9.3 Bid Item 2 – Clearing and Grubbing (LS): This contract item shall include all costs associated with the clearing of all trees, shrubs and other miscellaneous items and the grubbing of stumps thereof. The trees and shrubs to be cleared and grubbed are shown on the detailed plans. Includes clearing, grubbing, loading, hauling and disposal of materials. Measurement for payment shall be lump sum.
- 9.4 Bid Item 3 – Site Preparation, Excavation, Earthfill (LS): This contract item includes all required excavation, earthfill and grading to prepare the site for earthfill, and rock. Measurement for payment shall be lump sum based on completion of site grading as shown on the plans.
- 9.5 Bid Item 4 – Rip Rap, Revetment Stone, Class E (TON) – This contract item includes furnishing material and installation of the revetment stone and associated work and supplies. Measurement for payment based on tons of rock placed as specified on the drawings.
- 9.6 Bid Item 5 – Geotextile (SY): This contract item includes all equipment, labor and materials necessary to install geotextile as shown on the construction drawings. Includes fabric (per SUDAS), excavation, grading, placing fabric, staking (if needed) and associated work. Measurement for payment based on square yards of geotextile placed as specified on the drawings
- 9.7 Bid Item 6 – Seeding, Fertilizing, Mulching (RECP Type 2) (LS): This contract item includes preparing the seed bed, fertilizing, mulching, seeding with the specified mix per SUDAS & associated work. Measurement for payment shall be based on a lump sum for areas seeded within the construction limits, upon which seed growth is well established. Areas that do not establish a full growth shall be re-worked and over seeded at the Contractor's expense.

## 10. INCIDENTAL CONTRACT ITEMS

- 10.1 The following list includes major items that are incidental to project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

Material tests

Field tests

Excavation and verification of existing utilities

Maintaining sanitary service to users

Maintaining water service to users

Repair of existing water or sewer services, if damaged through negligence

Coordination and cooperation with utility companies

Surface cleaning

Field drain line repair

# **CONSTRUCTION SPECIFICATION**

## **IA-1 SITE PREPARATION**

### **1. SCOPE**

Site preparation work shall consist of clearing, grubbing, stripping, refuse removal, bank sloping and structure removal on the site as necessary to rid the site of all undesirable materials on or near the surface and prepare the site for the structure. All woody growth within the construction area shall be cleared and all stumps and roots one inch in diameter or larger shall be grubbed from the site. In addition, all areas within 25 feet of the footprint of the structure shall be cleared and grubbed except as directed by the engineer. The work shall also consist of the removal and disposal of structures (including fences) that must be removed to perform other items of work.

For wetland restoration, enhancement, or creation projects, the wetland area shall be disturbed as little as possible and existing naturally vegetated spillway areas shall not be disturbed.

### **2. FOUNDATION PREPARATION**

The construction areas shall be stripped a minimum of 6 inches to remove all unsuitable materials such as organic matter, grasses, weeds, sod, debris, and stones larger than 6 inches in diameter.

In an earth embankment foundation area, all channel banks and sharp breaks shall be sloped to no steeper than 1.5 horizontal to 1 vertical.

The foundation area shall be thoroughly scarified before placement of fill material. The surface shall have moisture added or shall be compacted if necessary so that the first layer of fill material can be compacted and bonded to the foundation.

### **3. STRIPPED MATERIAL DISPOSAL**

Suitable soil material shall be stockpiled for use as topsoil. The other stripped materials shall be buried, removed from the site, or disposed of as directed by the owner or engineer. Whenever possible, material shall not be disposed of in the pool area created by the structure.

Stockpiled materials around a construction site should be placed so as not to hinder subsequent construction operations.

### **4. DISPOSAL OF REFUSE MATERIALS**

Waste materials from clearing and structure removal shall be burned or buried at locations approved by the owner. Buried materials shall be covered with a minimum of 2 feet of earthfill. Whenever possible, material shall not be disposed of in any pool area created by the structure.

All refuse shall be disposed of in a manner which complies with all local and state regulations.

### **5. SALVAGE**

Items to be salvaged shall be as shown on the drawings. Structures and fencing materials that are designated to be salvaged shall be carefully removed and neatly placed in the specified storage areas.

### **6. SPECIAL SPECIFICATIONS**

# CONSTRUCTION SPECIFICATION

## IA-5 POLLUTION CONTROL

### 1. SCOPE

The work shall consist of installing measures or performing work to control erosion and minimize the production of sediment and other pollutants to water and air during construction operations.

### 2. MATERIALS

All materials furnished shall meet the requirements shown on the drawings or in the specifications.

### 3. EROSION AND SEDIMENT CONTROL MEASURES AND WORKS

The measures and works shall include, but are not limited to, the following:

**Staging of Earthwork Activities:** The excavation and moving of soil materials shall be scheduled so that areas unprotected from erosion will be minimized. These areas will be unprotected for the shortest time feasible.

**Seeding:** Structures and disturbed areas shall be seeded as soon as possible after construction is completed.

Temporary seedings may be used as an alternative to other stabilization measures as approved by the engineer.

**Mulching:** Construction areas that have been disturbed but have no construction activity scheduled for 21 days or more shall have erosion protection measures applied by the 14th day. This erosion protection may be mulching or other approved temporary measures. Construction areas shall not be left open during a winter shutdown period and shall be protected by mulching.

All seeding and mulching shall be completed in accordance with the seeding plan and Iowa Construction Specification IA-6, Seeding and Mulching for Protective Cover.

The following works may be temporary. If they are installed as a temporary measure, they shall be removed and the area restored to its original state when they are no longer needed or when permanent measures are installed.

**Diversions:** Diversions may be required to divert clean runoff water away from work areas and to collect runoff from work areas for treatment and safe disposition.

**Stream Crossings:** Culverts or bridges may be required where construction equipment must cross streams.

**Sediment Basins:** Sediment basins may be required to settle and filter out sediment from eroding areas to protect properties and streams below the construction site.

**Sediment Filters:** Straw bale filters, geotextile sediment fences, or other equivalent methods may be used to trap sediment from areas of limited runoff. Sediment filters shall be properly anchored to prevent erosion under them.

**Waterways:** Waterways may be required for the safe removal of runoff from fields, diversions, and other structures or measures.

#### **4. CHEMICAL POLLUTION**

The Contractor shall provide watertight tanks or barrels or construct a sump sealed with plastic sheets to be used to dispose of chemical pollutants, such as drained lubricating or transmission oils, greases, soaps, concrete mixer wash water, asphalt, etc., produced as a by-product of the construction work. At the completion of the construction work, sumps shall be removed and the area restored without causing pollution.

Sanitary facilities such as chemical toilets or septic tanks shall not be placed adjacent to live streams, wells, or springs. They shall be located at a distance sufficient to prevent contamination of any water sources. At the completion of construction work, facilities shall be disposed of without causing pollution.

#### **5. AIR POLLUTION**

The burning of brush or trash or disposal of other materials shall adhere to local and state regulations.

Fire prevention measures shall be taken to prevent the start or the spreading of wild fires, which result from project work. Fire breaks or guards shall be constructed at locations shown on the drawings.

All public access or haul roads used by the contractor during construction of the project shall be sprinkled or otherwise treated to fully suppress dust. All dust control methods shall insure safe operations at all times. If chemical dust suppressants are used, the material shall be a commercially available product specifically designed for dust suppression and the application shall follow manufacturer's requirements and recommendations. A copy of the product data sheet and manufacturer's recommended application procedures shall be provided to the Engineer five working days before use.

#### **6. MAINTENANCE, REMOVAL, AND RESTORATION**

All pollution control measures and works shall be adequately maintained in a functional condition as long as needed during the construction operation. All temporary measures shall be removed and the site restored to as near original conditions as practical.

#### **7. SPECIAL SPECIFICATIONS**

## **CONSTRUCTION SPECIFICATION**

### **IA-21 EXCAVATION**

#### **1. SCOPE**

The work shall consist of the excavation required by the drawings and specifications and disposal of the excavated materials. The cutoff trench and any other required excavations shall be dug to the lines and grades shown on the drawings or as staked in the field. Structure or trench excavations will conform to all safety requirements of OSHA.

#### **2. USE OF EXCAVATED MATERIALS**

Suitable materials from the specified excavations shall be used in the construction of required permanent earth fill. The suitability of materials for specific purposes shall be determined by the engineer.

#### **3. DISPOSAL OF WASTE MATERIAL**

All surplus or waste material shall be disposed of in areas shown on the drawings or as approved by the engineer. The waste material shall be smoothed and sloped to provide drainage.

#### **4. STRUCTURE AND TRENCH EXCAVATION**

Structure or trench excavations will conform to all safety requirements of OSHA.

#### **5. BORROW EXCAVATION**

When the quantities of suitable materials obtained from specified excavations are insufficient to construct the specified fills, additional materials shall be obtained from the designated borrow areas as shown on the drawings or as approved by the engineer and the landowner. On wetland projects, borrow shall not be taken from the wetland area within 10 feet of the embankment or as shown on the drawings.

Borrow areas shall be excavated and grading completed in a manner to eliminate steep or unstable side slopes or hazardous or unsightly conditions.

#### **6. OVER-EXCAVATION**

Excavation beyond the specified lines and grades shall be corrected by filling the resulting voids with compacted earthfill, except that if the earth is to become the subgrade for riprap, sand or gravel bedding or drainfill, the voids shall be filled with material conforming to the specifications for the riprap, bedding or drainfill, as appropriate.

#### **7. SPECIAL SPECIFICATIONS**

# CONSTRUCTION SPECIFICATION

## IA-23 EARTHFILL

### 1. SCOPE

The work shall consist of the construction of earth fills required by the drawings and specifications. The completed work shall conform to the lines, grades, and elevations shown on the drawings or as staked in the field.

### 2. MATERIALS

Fill materials shall be obtained from required excavations and designated borrow areas. Some fill material will be required to be trucked in from an offsite location. Fill materials shall contain no sod, brush, roots or other bio-degradable materials. Rocks larger than 6 inches in diameter shall be removed prior to compaction of the fill.

### 3. FOUNDATION PREPARATION

Foundations for earthfill shall be stripped a minimum of 6 inches to remove vegetation and other unsuitable materials. Foundation surfaces shall be scarified to a minimum depth of 2 inches prior to placing fill material.

Foundation and abutment surfaces shall not be sloped steeper than 1.5 horizontal to 1 vertical unless otherwise shown on the drawings.

### 4. PLACEMENT

Fill shall not be placed until the required excavation and foundation preparation have been completed and the foundation has been inspected and approved by the engineer. Fill shall not be placed upon a frozen surface, nor shall snow, ice, or frozen material be incorporated in the fill.

Adjacent to structures or pipes, fill shall be placed in a manner which will prevent damage. The height of the fill adjacent to structures or pipes shall be increased at approximately the same rate on all sides.

The materials used throughout the earth fill shall be essentially uniform. Selective placement shall be as shown on the drawings or approved by the engineer.

If the surface of any layer becomes too hard and smooth for proper bond with the succeeding layer, it shall be scarified to a minimum depth of 2 inches before the next layer is placed.

The top surfaces of embankments shall be maintained approximately level during construction, except that a cross-slope of approximately 2% shall be maintained to ensure effective drainage.

When moving fill material from the borrow area(s) to the embankment by use of bulldozers only, the following steps shall be followed:

- Immediately after the borrow material is pushed to the embankment, it shall be spread in horizontal lifts placed parallel to the centerline of the embankment.
- Compactive effort will then be applied by operating equipment parallel to the centerline of the fill or embankment.
- Lift thicknesses shall be in strict compliance with Clause 6, below.

Sectional fills are not allowed unless they are shown on the construction drawings.

## **5. CONTROL OF MOISTURE CONTENT**

The moisture content of the fill material shall be adequate for obtaining the required compaction. Material that is too wet shall be dried to meet this requirement, and material that is too dry shall have water added and mixed until the requirement is met.

The moisture content of the fill material shall be such that a ball formed with the hands does not crack or separate when struck sharply with a pencil and will easily ribbon out between the thumb and finger.

Earth foundations under and adjacent to concrete structures shall be prevented from drying and cracking before concrete and backfill are placed.

The application of water to the fill materials shall be accomplished at the borrow areas insofar as possible.

## **6. COMPACTION**

Earth fill shall be compacted by one of the following methods as specified on the plans or in Section 8, Special Specifications. If no method is specified, compaction will be in accordance with Method 1.

- Method 1 - Earthfill shall be placed so that the wheels or tracks of the loaded hauling equipment, traveling in a direction parallel to the centerline of fill, pass over the entire surface of each layer being placed. Low ground pressure vehicles shall not be used for this purpose.
- Method 2 - Two (2) complete passes of a tamping-type roller will be made over each layer. The roller shall be capable of exerting a minimum force of two hundred (200) pounds per square inch.
- Method 3 - Minimum density shall be 90% of the maximum density as determined by ASTM D 698 and as shown on the plans.

The maximum thickness of a lift of fill before compaction shall be 9 inches, unless otherwise indicated on the drawings.

Fill adjacent to structures, pipe conduits, and appurtenances shall be placed in layers not more than 4 inches thick and compacted to a density equivalent to that of the surrounding fill. Methods used to obtain compaction for fine or coarse grained materials are as follows:

- For fine grained materials, hand tamping or manually directed power tampers may be used. Hand compaction only shall be used to compact the earthfill under the bottom half of circular pipes. Manually directed power tampers shall not be used in tight spaces where applying full compactive effort will result in direct contact of the tamper plate with the pipe. Care should be taken so that compaction around the spillway pipe does not cause uplift of the pipe resulting in a void beneath the pipe.
- For coarse grained materials (sands and gravels), vibratory plate compactors shall be used for obtaining compaction. However, hand tamping shall be used to compact the material under the bottom half of circular pipes.

In all cases, follow manufacturer instructions for the specific compaction equipment being used. Heavy equipment shall not be operated within 2 feet of any structure or pipe.

Compacting of fill adjacent to concrete structures shall not be started until the concrete is 7 days old.

## **7. SPECIAL SPECIFICATIONS – Use Method 1**



## **CONSTRUCTION SPECIFICATION**

### **IA-61 LOOSE ROCK RIPRAP**

#### **1. SCOPE**

The work shall consist of the construction of loose rock riprap revetments, structures and blankets, including filter layers or bedding where specified.

#### **2. MATERIALS**

Rock for loose rock riprap, filter layers or bedding shall come from sources approved by the engineer. The rock shall be excavated, selected and handled as necessary to meet the quality and grading requirements of this specification and the construction drawings. Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to sub rounded in shape. The least dimension of an individual rock fragment shall not be less than 1/3 the greatest dimension of the fragment unless otherwise specified on the construction drawings.

#### **3. SUBGRADE PREPARATION**

The subgrade surfaces on which the riprap or bedding is to be placed shall be cut or filled and graded to the lines and grades shown on the drawings. When fill to subgrade lines is required, it shall consist of approved materials and shall be compacted to a density equal to the adjacent existing soil material. Rock materials shall not be placed until the foundation preparation is completed and the subgrade surfaces have been inspected and approved by NRCS.

#### **4. EQUIPMENT-PLACED ROCK RIPRAP**

Rock shall be placed by equipment on the surfaces and to the depths specified. The riprap shall be constructed to the full thickness in one operation and in such a manner as to avoid serious displacement of the underlying materials. The rock shall be delivered and placed in a manner that will insure that the riprap in place shall be reasonably homogeneous with the larger rocks uniformly distributed and firmly in contact, one to another, with the smaller rocks and spalls filling the voids between the larger rocks. Placement of rock shall begin at the bottom of the slope or downstream end of the structure. Riprap shall be placed in a manner to prevent damage to structures. Hand placing will be required to the extent necessary to prevent damage to adjacent structures.

#### **5. HAND-PLACED RIPRAP**

Rock shall be placed by hand on the surfaces and to the depths specified. It shall be securely bedded with the larger rocks firmly in contact, one to another. Spaces between the larger rocks shall be filled with smaller rocks and spalls. Smaller rocks shall not be grouped as a substitute for larger rock. Flat slab rock shall be laid on edge unless otherwise specified. Placement of rock shall begin at the bottom of the slope or downstream end of the structure.

#### **6. FILTER LAYERS OR BEDDING**

When the drawings specify filter layers or bedding beneath riprap, the filter or bedding material shall be spread uniformly on the prepared subgrade surfaces to the depth specified. Compaction of filter layers or bedding will not be required, but the surface of such layers shall be finished reasonably free of mounds, dips or windrows.

#### **7. SPECIAL SPECIFICATIONS**

Use Iowa DOT Class E Revetment Stone with fines removed.

# CONSTRUCTION SPECIFICATION

## IA-95 GEOTEXTILE

### 1. SCOPE

This work shall consist of furnishing all materials, equipment, and labor necessary for the installation of geotextile.

### 2. MATERIAL QUALITY

Geotextile shall be manufactured from synthetic long chain or continuous polymeric filaments or yarns, having a composition of at least 95 percent, by weight, of polypropylene, polyester or polyvinylidene-chloride. The geotextile shall be formed into a stable network of filaments or yarns that retain their relative position to each other, are inert to commonly encountered chemicals and are resistant to ultraviolet light, heat, hydrocarbons, mildew, rodents and insects. Unless otherwise specified, the class and type of geotextile shall be as shown on the drawings and shall meet the requirements for materials that follow:

- a. Woven Geotextile shall conform to the physical properties listed in Table 1. The woven geotextile shall be manufactured from monofilament yarns that are woven into a uniform pattern with distinct and measurable openings. The geotextile shall be manufactured so that the yarns will retain their relative position with regard to each other. The yarns shall contain stabilizers and/or inhibitors to enhance their resistance to ultraviolet light or heat exposure. The edges of the material shall be selvaged or otherwise finished to prevent the outer yarn from unraveling.
- b. Nonwoven Geotextile shall conform to the physical properties listed in Table 2. Nonwoven geotextile shall be manufactured from randomly oriented fibers that have been mechanically bonded together by the needle-punched process. In addition, one side may be slightly heat bonded. Thermally bonded, nonwoven geotextile, in addition to mechanically bonded, nonwoven geotextile, may be used for Road Stabilization. The filaments shall contain stabilizers and/or inhibitors to enhance their resistance to ultraviolet light or heat exposure.
- c. The geotextile shall be shipped in rolls wrapped with a protective covering to keep out mud, dirt, dust, debris and direct sunlight. Each roll of geotextile shall be clearly marked to identify the brand, type and production run.

### 3. STORAGE

Prior to use, the geotextile shall be stored in a clean dry place, out of direct sunlight, not subject to extremes of either hot or cold, and with the manufacturer's protective cover in place. Receiving, storage, and handling at the job site shall be in accordance with the requirements in ASTM D 4873.

### 4. SURFACE PREPARATION

The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. The surface shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions and standing or flowing water (unless otherwise shown on the drawings).

### 5. PLACEMENT

Prior to placement of the geotextile, the soil surface will be inspected for quality assurance of design and construction. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings. The geotextile shall be unrolled along the placement area and loosely laid (not stretched) in such a manner that it will conform to the surface

irregularities when material is placed on or against it. The geotextile may be folded and overlapped to permit proper placement in the designated area.

The geotextile shall be joined by overlapping a minimum of 18 inches (unless otherwise specified), and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a "U", "L", or "T" shape or contain "ears" to prevent total penetration. Steel washers shall be provided on all but the "U" shaped pins. The upstream or up-slope geotextile shall overlap the abutting down-slope geotextile. At vertical laps, securing pins shall be inserted through both layers along a line through approximately the midpoint of the overlap. At horizontal laps and across slope laps, securing pins shall be inserted through the bottom layer only. Securing pins shall be placed along a line approximately 2 inches in from edge of the of the placed geotextile at intervals not to exceed 12 feet unless otherwise specified. Additional pins shall be installed as necessary and where appropriate, to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to be left in place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used, overlaying the existing geotextile. The patch shall extend a minimum of 2 feet from the edge of any damaged area.

The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. Geotextile shall be placed in accordance with the following applicable specification according to the use indicated in drawings:

***Slope protection*** – Class I or II as indicated in Tables 1 and 2.

The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. Rock shall not be pushed or rolled over the geotextile.

Class I, unprotected – limit height for dropping stone onto bare geotextile to 3 feet.

Class II, protected – require the use of 6 inches a clean pit-run gravel over the geotextile to cushion the stone and limit the height of drop to 3 feet.

On slopes with strong seepage flow, the geotextile must be in intimate contact with the soil to prevent erosion of the soil surface. Use 6 inches of a clean pit-run gravel over the geotextile to hold it in place and minimize voids under the riprap. Embedment of the geotextile in a trench to form a cutoff at regular intervals down the slope will prevent erosion under the fabric. Place cutoffs more closely together in highly erodible soils and wider apart in more stable soils.

***Subsurface drains*** – Class III as indicated in Tables 1 and 2.

The geotextile shall not be placed until drainfill or other material can be used to provide cover within the same working day. Drainfill material shall be placed in a manner that prevents damage to the geotextile. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet.

***Road stabilization*** – Class IV as indicated in Tables 1 and 2.

The geotextile shall be unrolled in a direction parallel to the roadway centerline in a loose manner permitting conformation to the surface irregularities when the roadway fill material is placed on its surface. In no case shall material be dropped on uncovered geotextile from a height of more than 5 feet. Unless otherwise specified, the minimum overlap of geotextile panels joined without sewing shall be 24 inches. The geotextile may be temporarily secured with pins recommended or provided by the manufacturer, but they shall be removed before the permanent covering material is placed.

## **6. SPECIAL SPECIFICATIONS**

Use a Class IV woven geotextile with high permeability.

Quantity shown does not include overlap or waste.

# **PLAN SHEETS**

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Snyder  
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# CONSTRUCTION PLANS

## FOR

# STREAM BANK STABILIZATION REBID

### CITY OF UNDERWOOD, POTTAWATTAMIE COUNTY, IOWA

#### LEGEND

Features	Existing	Proposed
Spot Elevation	93.0	93.0
Contour Elevation	93	93
Fence (Barbed, Field, Hog)	-x-x-	-x-x-
Fence (Chain Link)	-//-	-//-
Fence (Wood)	- - -	- - -
Fence (Silt)	- - -	- - -
Tree Line	- - -	- - -
Tree Stump	- - -	- - -
Deciduous Tree \ Shrub	○	○
Coniferous Tree \ Shrub	●	●
Communication	-C(x)-	-C(x)-
Overhead Communication	-OC(x)-	-OC(x)-
Fiber Optic	-FO(x)-	-FO(x)-
Underground Electric	-E(x)-	-E(x)-
Overhead Electric	-OE(x)-	-OE(x)-
Gas Main with Size	-4" G(x)-	-4" G(x)-
High Pressure Gas Main with Size	-4" HPG(x)-	-4" HPG(x)-
Water Main with Size	-8" W(x)-	-8" W(x)-
Sanitary Sewer with Size	-8" S(x)-	-8" S(x)-
Duct Bank	-DUCT(x)-	-DUCT(x)-
Test Hole Location for SUE w/ID	Δ	Δ

(x) Denotes the survey quality service level for utilities

Sanitary Manhole	○
Storm Sewer with Size	12" ST
Storm Manhole	○
Single Storm Sewer Intake	○
Double Storm Sewer Intake	○
Fire Hydrant	○
Water Main Valve	○
Water Service Valve	○
Well	○
Utility Pole	○
Guy Anchor	○
Utility Pole with Light	○
Utility Pole with Transformer	○
Street Light	○
Yard Light	○
Electric Box	○
Electric Transformer	○
Traffic Sign	○
Communication Pedestal	○
Communication Manhole	○
Communication Handhole	○
Fiber Optic Manhole	○
Fiber Optic Handhole	○
Gas Valve	○
Gas Manhole	○
Gas Apparatus	○
Fence Post or Guard Post	○
Underground Storage Tank	○
Above Ground Storage Tank	○
Sign	○
Satellite Dish	○
Mailbox	○
Soil Boring	○

#### UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI/ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

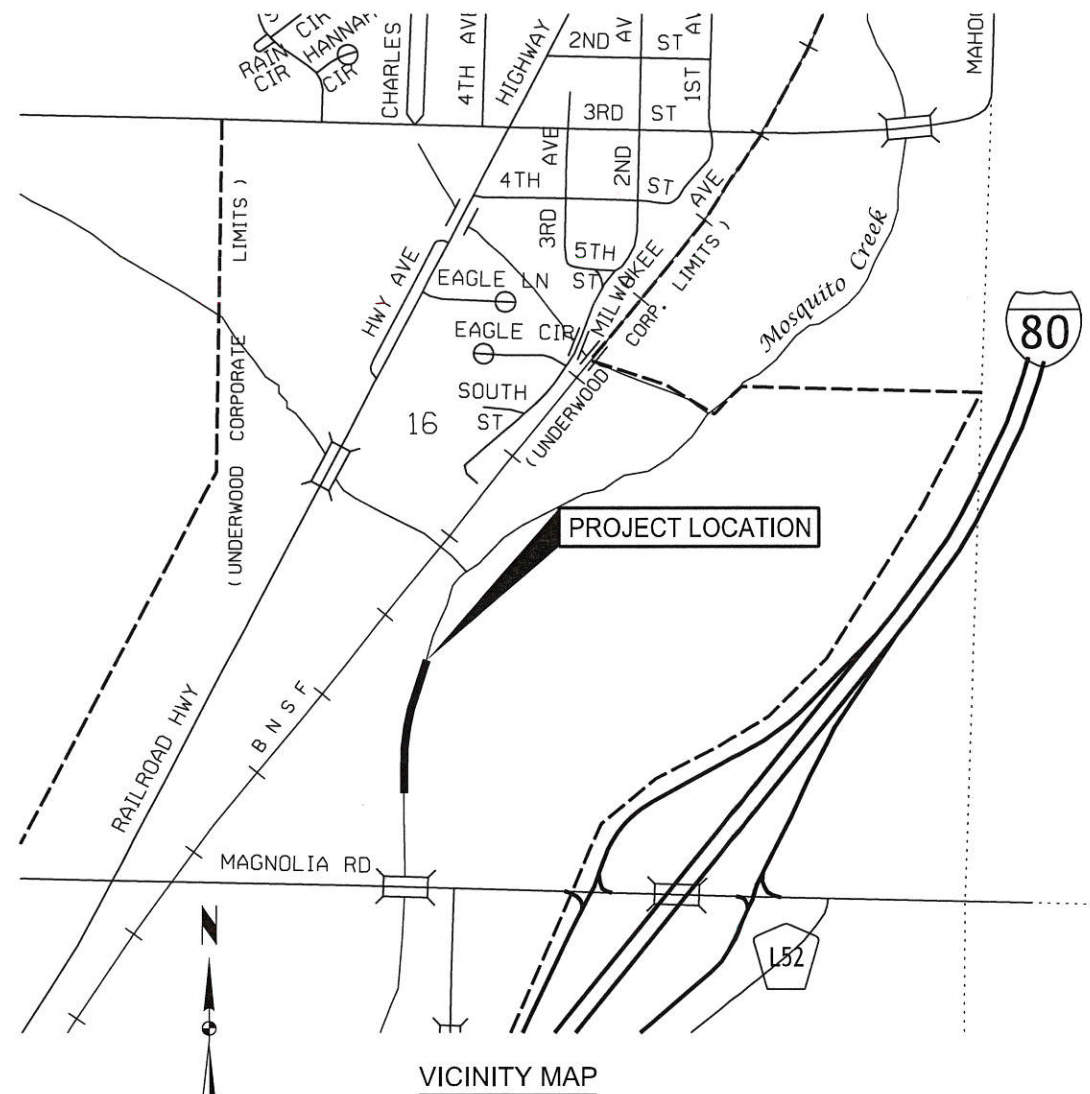
QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

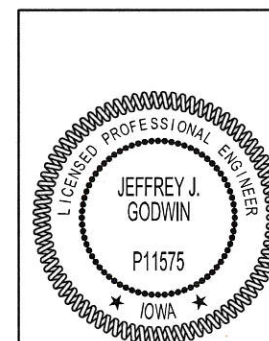
#### UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.



NOT TO SCALE

INDEX OF SHEETS	
A.01	TITLE SHEET
C.01	NOTES AND QUANTITIES
D.01	PLAN AND PROFILE
W.01, W.02	CROSS SECTIONS



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.

Jeffrey J. Godwin, P.E. Date 2-25-2020

License Number P11575

My License Renewal Date is December 31, 2020

Pages or sheets covered by this seal:

**Sheets A.01, C.01, D.01, W.01 and W.02**

STREAM BANK STABILIZATION

TITLE SHEET

UNDERWOOD, IOWA

**SNYDER & ASSOCIATES, INC.**

1800 WEST 22ND ST., SUITE 200  
ATLANTIC, IOWA 50022  
712-243-6505 | www.snyder-associates.com

Project No: 1190983

Sheet A.01



MARK: JYG  
Engineer: JYG  
Checked By: JYG  
Date: 09/11/19  
Field Bk: 1190983  
Project No: 1190983  
Sheet A.01

Project Quantities					
Item No.	Item Code	Item	Unit	Total	As Built Qty
1	1010	Mobilization	LS	1	
2	2010	Clearing and Grubbing	LS	1	
3	IA-01, 05, 21	Site Preparation, Excavation, Earthfill	LS	1	
4	IA-61	Rip Rap, Revetment Stone, Class E	TON	3266	
5	IA-95	Geotextile	SY	3506	
6	9040	Seeding, Fertilizing, Mulching (RECP Type 2)	LS	1	

Reference Information		
Item No.	Item Code	Description
The Statewide Urban Design and Specifications (SUDAS) manual, 2019 Edition, shall apply to all work on this project except as specified.		
1	1010	Mobilization
2	2010	Clearing and Grubbing This item shall include clearing all trees, vegetation, and debris from the work area. All material shall be removed from the site and disposed of properly.
3	IA-01 IA-05 IA-21 IA-23	Site Preparation, Excavation, Earthfill This item shall include excavating the slopes and preparing the foundation as required to prepare the site for placement of earthfill, revetment stone, etc. Excess excavated soil shall be stockpiled for the City.
4	IA-61	Rip Rap, Revetment Stone, Class E This item shall consist of Iowa DOT Revetment Stone, Class E, placed on a 2.5:1 slope as shown on the drawings. The stone shall be passed over a grizzly at the quarry to remove fines.
5	IA-95	Geotextile This item shall consist of nonwoven geotextile placed on the slope under the riprap.
6	9010 9040	Seeding, Fertilizing, Mulching (RECP Type 2) This item shall consist of preparing the seed bed, planting the seed, and installing RECP Type 2 over the disturbed area. The sloped area of the bank above the riprap shall use a Type 2 seed mixture.

STREAM BANK STABILIZATION

NOTES AND QUANTITIES

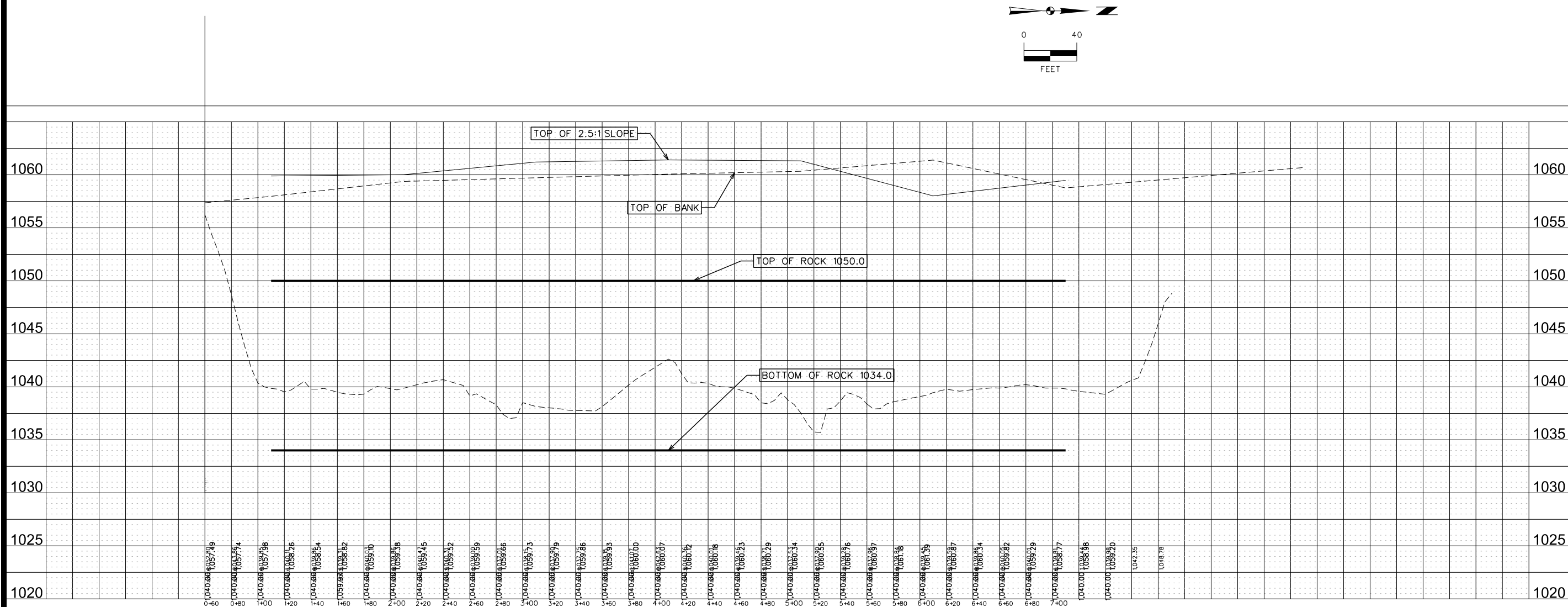
UNDERWOOD, IOWA

SNYDER & ASSOCIATES, INC.

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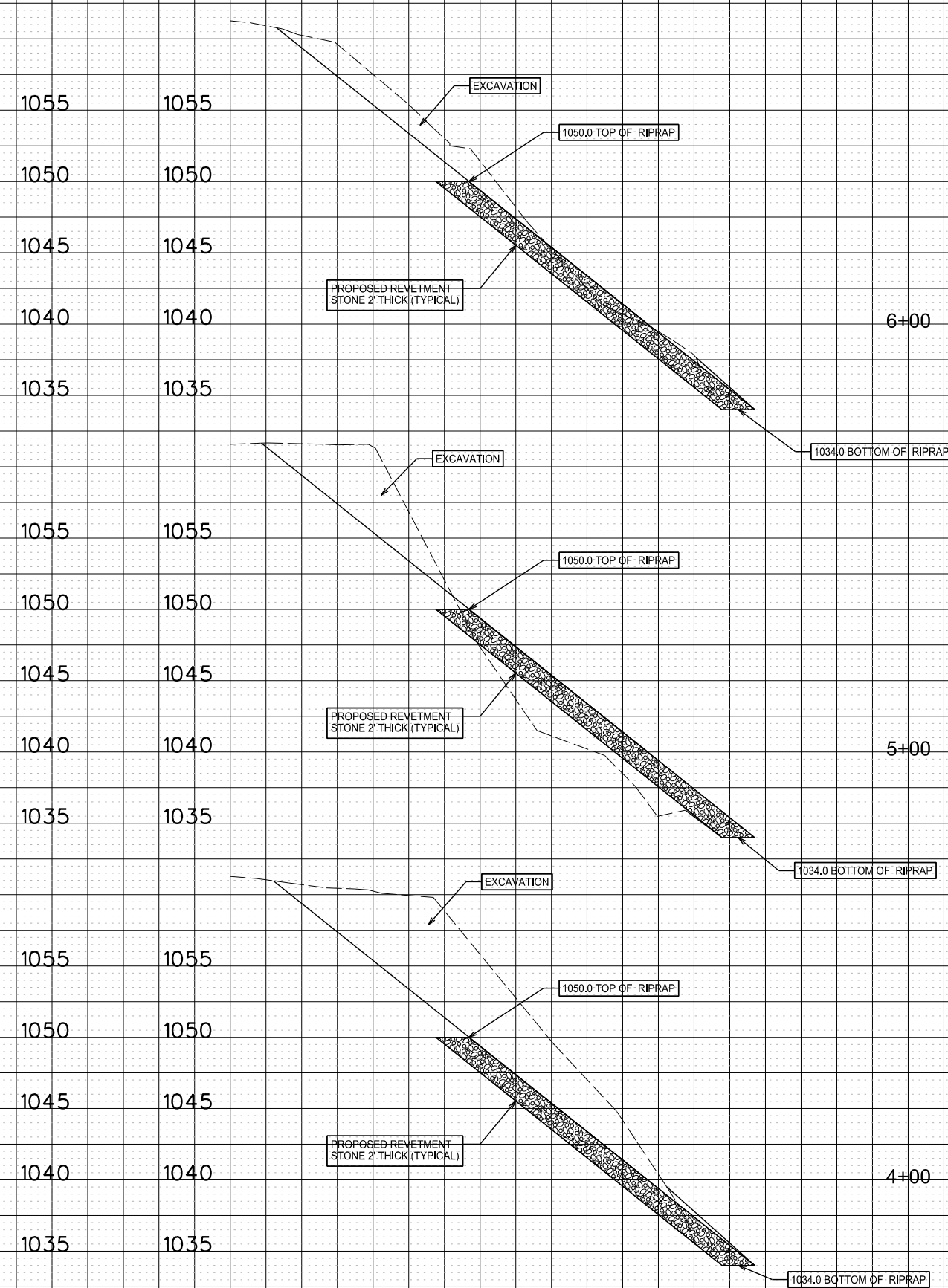
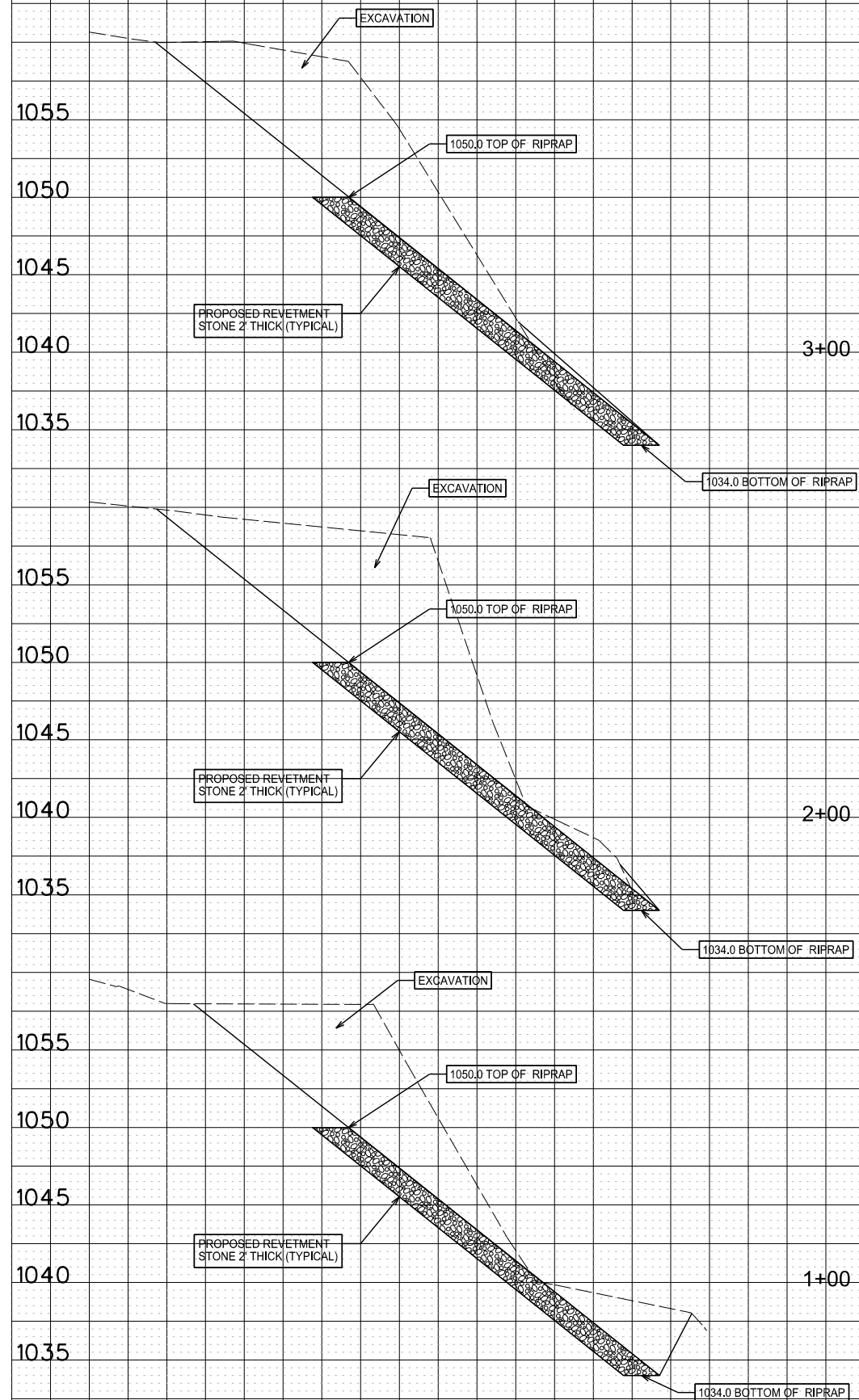
ATLANTIC, IOWA 50022  
712-243-6505 | [www.snyder-associates.com](http://www.snyder-associates.com)


MARK		REVISION		DATE	BY
	Engineer: JG	Checked By: TAT	Scale: 1"= 20'		
	Technician: TLC	Date: 09/11/19	Field Bk: Pg:		
Project No: 1190983				Sheet D.01	

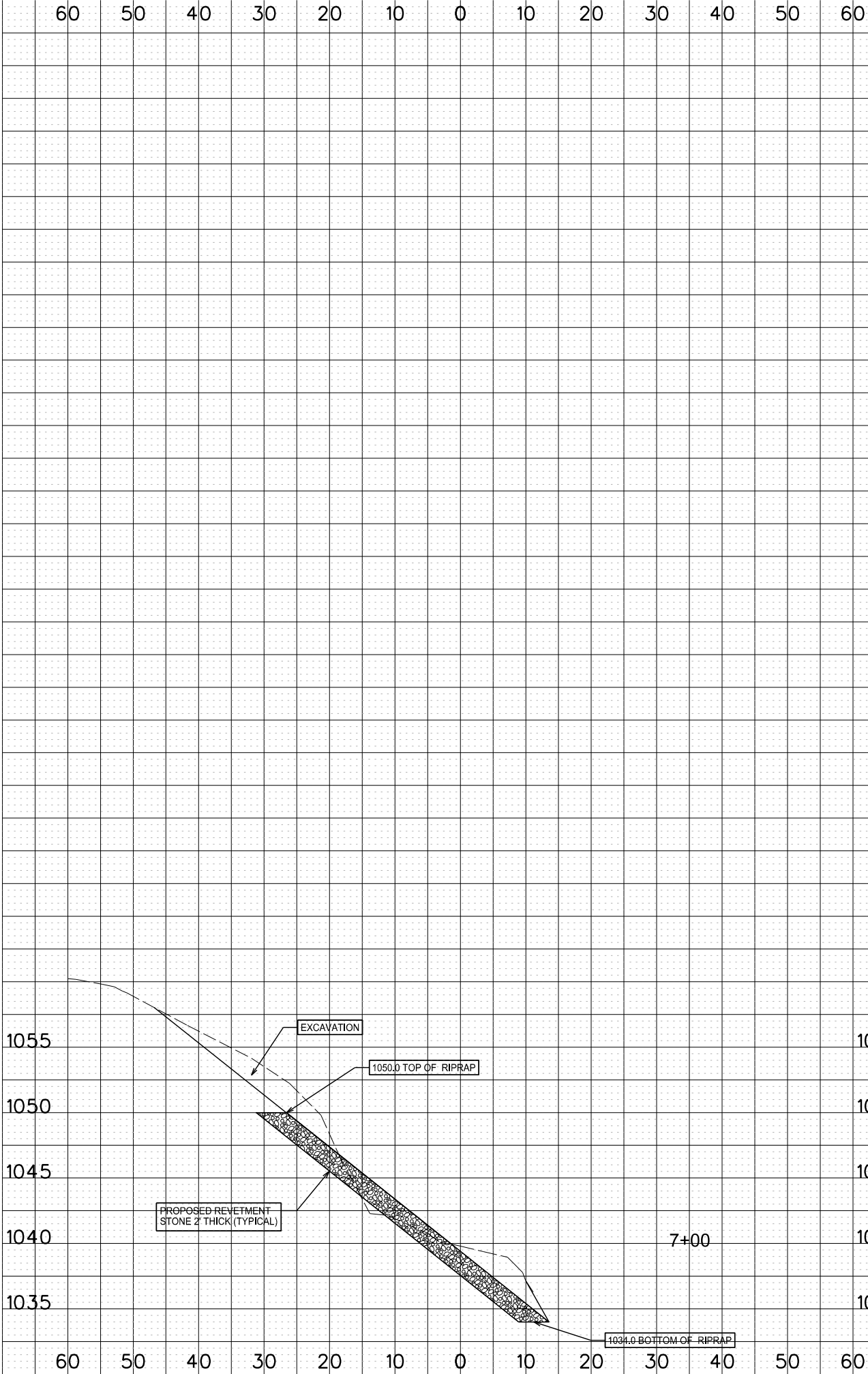
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Project No:	1190983
Sheet	D.01






<div><div><div><div>SNYDER</div><div>&amp; ASSOCIATES</div></div></div><div><div>Project No: 1190983</div><div>Sheet W.01</div></div></div>										<div><div><div>STREAM BANK STABILIZATION</div><div>CROSS SECTIONS</div><div>SNYDER &amp; ASSOCIATES, INC. 1</div></div><div><div>UNDERWOOD, IOWA</div><div>1800 WEST 22ND ST., SUITE 200 ATLANTIC, IOWA 50022 712-243-6505   <a href="http://www.snyder-associates.com">www.snyder-associates.com</a></div></div></div>										<table><tr><td colspan="2">MARK</td><td colspan="4">REVISION</td><td colspan="2">DATE</td><td colspan="2">BY</td><td colspan="4"></td></tr><tr><td colspan="2">Engineer: JYG</td><td colspan="2">Checked By: TAT</td><td colspan="2">Scale: 1"= 10'</td><td colspan="4"></td><td colspan="4"></td></tr><tr><td colspan="2">Technician: TLG</td><td colspan="2">Date: 09/11/19</td><td colspan="2">Field Bk: Pg:</td><td colspan="4"></td><td colspan="4"></td></tr><tr><td colspan="8">Project No: 1190983</td><td colspan="8">Sheet W.01</td></tr></table>										MARK		REVISION				DATE		BY						Engineer: JYG		Checked By: TAT		Scale: 1"= 10'										Technician: TLG		Date: 09/11/19		Field Bk: Pg:										Project No: 1190983								Sheet W.01							
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STREAM BANK STABILIZATION

CROSS SECTIONS



SNYDER & ASSOCIATES

UNDERWOOD, IOWA

1800 WEST 22ND ST., SUITE 200  
ATLANTIC, IOWA 50022  
712-243-6505 | www.snyder-associates.com

Project No: 1190983

Sheet W.02

MARK

Engineer: JJC

Technician: TLG

REVISION

Checked By: JJC

Date: 09/11/19

DATE

TAT

Field Bk: Pg:

BY

Scale: 1"= 10'

Project No: 1190983

Sheet W.02

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 City of Underwood, 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 and in the office of Snyder & Associates, 1800 West 22nd Street, Suite 200, Atlantic, IA 50022, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

#### ***PROJECT DESCRIPTION:***

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

### **PROPOSAL: PART B – ACKNOWLEDGMENT 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 and payment 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. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project **Streambank Stabilization Rebid - Underwood, IA**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Thousand** dollars (**\$5,000.00**) for each **working** day thereafter that the work remains incomplete. **Contractor shall fully complete the project by September 2, 2020 and this date is fixed based on funding source.** Notice to Proceed is anticipated on **April 16, 2020.**

**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:

<b><u>ITEM NO.</u></b>	<b><u>DESCRIPTION OF ATTACHMENT</u></b>
1.	Worksheet: Authorization to Transact Business
2.	Bidder Status Form
3.	Qualifications Statement
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

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

Number

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.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Telephone

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE: 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****Project Name Streambank Stabilization Rebid - Underwood, IA**

**NOTE: Project is exempt from sales tax. The City will provide a “Sales Tax Exemption Certificate” and the cost of sales tax, including local option tax, shall not be included in the bid.**

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates 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 plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

Item No	Item Code	Item Description	Quantity	Unit	Unit Price	Total
1	1010	Mobilization	1	LS		
2	2010	Clearing and Grubbing	1	LA		
3	IA-01, 05, 21, 23	Site Preparation, Excavation, Earthfill	1	LS		
4	IA-61	Revetment Stone, Class E	3266	TON		
5	IA-95	Geotextile,	3506	SY		
6	9040	Seeding, Fertilizing, Mulching (RECP Type 2)	1	LS		
				<b>BID TOTAL</b>		

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 1 – Worksheet: Authorization to Transact Business**

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 2 – Bidder Status Form**

**PROPOSAL:**     **PART F – ADDITIONAL REQUIREMENTS**  
**ITEM 3 – Qualifications Statement**



## 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.

## 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: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

### To be completed by non-resident bidders

### Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- 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: \_\_\_\_\_

**BID BOND**

KNOW ALL BY THESE PRESENTS:

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

The condition of the above obligation is such that whereas the Principal has submitted to the 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;

**Streambank Stabilization Rebid - Underwood, IA. Project number is 119.0983.09 and is located between BNSF Railroad and Mosquito Creek in Section 16 of Norwalk Township, Pottawattamie County, IA. Project consists of riprap slope protection for streambank stabilization.**

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 Pottawattamie 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 and for the prompt payment of labor and material furnished in the prosecution thereof, 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:

By: \_\_\_\_\_  
 Surety Company  
 \_\_\_\_\_  
 Signature Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Printed Name of Attorney-in-Fact/Officer  
 \_\_\_\_\_  
 Company Name  
 \_\_\_\_\_  
 Company Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Company Telephone Number

## PRINCIPAL:

By: \_\_\_\_\_  
 Bidder  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Printed Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 City, State, Zip Code  
 \_\_\_\_\_  
 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

## QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT  
PERMITTED BY LAWS AND REGULATIONS

### 1. SUBMITTED BY:

Official Name of Firm:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. SUBMITTED TO:

City of Underwood, 241 3<sup>rd</sup> Street, Underwood, IA 51576

### 3. SUBMITTED FOR:

Streambank Stabilization Rebid – Underwood, IA

Owner:

City of Underwood, 241 3<sup>rd</sup> Street, Underwood, IA 51576

Project Name:

Streambank Stabilization Rebid – Underwood, IA

Snyder & Associates Project Number 119.0983.09

\_\_\_\_\_

\_\_\_\_\_

**TYPE OF WORK:**

Project consists of riprap slope protection for streambank  
stabilization.

\_\_\_\_\_

### 4. CONTRACTOR'S CONTACT INFORMATION

Contact Person:

\_\_\_\_\_

Title:

\_\_\_\_\_

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

**5. AFFILIATED COMPANIES:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**6. LICENSING**

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_

Type of License: \_\_\_\_\_

License Number: \_\_\_\_\_

**7. CONSTRUCTION EXPERIENCE:**

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience: (Jobs of Similar Nature)

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HERewith, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC - STATE OF \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Additional items as pertinent.

## SCHEDULE A

### CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				



## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				