

**SPECIFICATIONS
FOR
2011 STREET IMPROVEMENTS
P.C.C. PAVING & RECONSTRUCTION
WINDSOR HEIGHTS, IOWA**

PROJECT NO. 2611008

**CITY OF WINDSOR HEIGHTS
1133 66TH STREET
WINDSOR HEIGHTS, IOWA 50324**



**Contracts Documents
Prepared By:**



**SPECIFICATIONS
FOR
2011 STREET IMPROVEMENTS
P.C.C. PAVING & RECONSTRUCTION
WINDSOR HEIGHTS, IOWA**

PROJECT NO. 2611008

**McCLURE ENGINEERING COMPANY
8101 BIRCHWOOD COURT, SUITE D
JOHNSTON, IA 50131**



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.

Signature: Jeffrey S. Schug, P.E. No. 15306

Date

My license renewal date is December 31, 2011

Pages or sheets covered by this seal:

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STANDARD DRAWINGS

PLANS

NOTICE OF HEARING AND LETTING

Sealed bids will be received by the City Administrator of Windsor Heights, Iowa at **City Hall at 1133 66th Street, Windsor Heights, 50324**, until **2:00 p.m.** on Thursday **September 15, 2011**, for the following described public improvement:

2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION WINDSOR HEIGHTS, IOWA

Project No. 2611008

At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Windsor Heights City Council at their meeting on Monday, September 19, 2011, at 6:00 p.m. at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

The City Council of Windsor Heights, Iowa, will hold a public hearing on the proposed Plans, Specifications, Form of Contract, and Estimate of Costs for the construction of said improvements at 6:00 o'clock p.m. on Monday, September 19, 2011, in the Council Chambers, 1133 66th Street, Windsor Heights, 50324. At said hearing, any interested person may appear and file objections thereto or to the cost of the improvements.

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

Construct 2011 Street Improvements P.C.C. Paving & Reconstruction including all materials, labor and equipment necessary for construction of approximately: 2200 SY of Subgrade Preparation, 10 Valve Box Extensions, 5 Intake/Manhole Adjustments, 1770 SY of 7" PCC Pavement, 110 SY of 6" PCC Sidewalk, 240 SY of 6" PCC Driveway, 2120 SY of Pavement Removal, 130 SQ of Hydraulic Seeding, Stormwater Pollution Prevention Plan Preparation, Management and Inspection, 280 LF of Filter Sock, 200 LF of Silt Fence, Temporary traffic control and miscellaneous related work and appurtenances.

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

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

All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Administrator of Windsor Heights, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the

NOTICE OF HEARING AND LETTING

totals amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to the City of Windsor Heights, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Windsor Heights as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on the form provided by the City at prices bid and shall furnish the required performance and payment bond to the City. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract. Additionally the contractor must provide the City with a guarantee of maintenance of said improvement for a period of Four Years (4) from the time of acceptance by the City.

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.

Work on said project shall commence within ten (10) days of a written notice to proceed and shall be completed by **November 30, 2011**. Work shall start no later than October 14, 2011. The two projects may be worked on simultaneously and will share completion date of **November 30, 2011**. Liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per day will be assessed for each day that the work remains uncompleted after each division period and the final contract period.

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

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

Bidding forms may be obtained from McClure Engineering Company at 8101 Birchwood Court, Suite D, Johnston, Iowa. Copies of Plans and Specifications and contract documents can be obtained at the same address.

NOTICE OF HEARING AND LETTING

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

Marketa Oliver
City Administrator

Publish: August 31, 2011

NOTICE OF HEARING AND LETTING

INSTRUCTIONS TO BIDDERS

2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION WINDSOR HEIGHTS, IOWA

Project No. 2611008

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1. GENERAL STATEMENT

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

2. LAWS AND REGULATIONS

- 2.1 Attention of all Bidders is called to Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, Bonds (Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

INSTRUCTIONS TO BIDDERS

3. BIDDER'S KNOWLEDGE

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

4. BIDDER'S QUALIFICATIONS

- 4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.
- 4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

- 5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required for the work covered by the Plans and Specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 5.2 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.
- 5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, quantities are approximate and only for comparison of Bids. Engineer retains right to change location, quantities, and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis for final quantities of completed work.
- 5.4 Unit Prices for payment items included in the Specifications, but not listed in the Proposal, will be negotiated, if needed.
- 5.5 Award of the Contract will be made to the lowest responsible/responsive Bidder.

6. SUBMISSION OF BIDS

- 6.1 Bids shall be submitted on the Proposal form included herewith. The Proposal and Bid Security shall be submitted in separate sealed envelopes. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

INSTRUCTIONS TO BIDDERS

TO: City Administrator
City of Windsor Heights
1133 66th Street
Windsor Heights, 50324

PROPOSAL FOR: 2011 STREET IMPROVEMENTS
PCC PAVING AND RECONSTRUCTION
WINDSOR HEIGHTS, IOWA
PROJECT NO. 2611008

BID SECURITY FOR: 2011 STREET IMPROVEMENTS
PCC PAVING AND RECONSTRUCTION
WINDSOR HEIGHTS, IOWA
PROJECT NO. 2611008

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

7. **BID SECURITY**

- 7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE OF HEARING AND LETTING.
- 7.2 The Bid Security shall be made payable to the CITY ADMINISTRATOR OR WINDSOR HEIGHTS, IOWA and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Windsor Heights as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on a form provided by the City at prices bid and shall furnish to the City an acceptable performance bond, payment bond, and certificate of insurance meeting the requirements of the specifications including, but not limited to, naming the City and the Engineer as additionally insured. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish acceptable bonds or provide a certificate of insurance within (10) calendar days after his proposal has been accepted.
- 7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.
- 7.4 Use Bid Bond form included with Specifications.

INSTRUCTIONS TO BIDDERS

8. WITHDRAWAL OF BIDS

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

9. EVALUATION OF BIDS

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

10. TAXES

- 10.1 The Bidders shall include in their Proposals all amounts payable by the Contractor or Owner on account of taxes imposed by any taxing authority on the sale, purchase or use of materials and equipment covered by the Contract. All taxes of foregoing descriptions shall be paid by the Contractor.
- 10.2 After delivery of materials and equipment, the Contractor shall submit to the Owner a statement (Iowa State Department of Revenue Form ST-172) of all taxes of foregoing descriptions paid on materials and equipment incorporated in the complete construction.
- 10.3 The Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If Successful Bidder is a non-Iowa partnership, individual or association, he shall furnish evidence, prior to execution of the Contract, that Bond or Securities have been posted with the Iowa State Department of Revenue in the amount required by law.

11. CONTRACT TERMINATION

- 11.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa, shall apply to and be a part of this Contract, Chapter 573A provides for termination of Contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

INSTRUCTIONS TO BIDDERS

12. PREFERENCE FOR LABOR AND MATERIALS

- 12.1 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; provide that the award of Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount or the Bid.

13. EXECUTION OF CONTRACT

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

14. QUESTIONS AND ADDENDA

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

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

Jeffrey S. Schug, P.E.
McClure Engineering Company
8101 Birchwood Court, Suite D
Johnston, Iowa 50131
515-964-1229 (office)
515-964-2370 (fax)

- 14.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not effect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 14.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.
- 14.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.

INSTRUCTIONS TO BIDDERS

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

15. PRECONSTRUCTION CONFERENCE

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

16. APPROVAL OF MATERIALS

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

17. PERIOD OF GUARANTEE AND BONDS

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

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

18. METHOD OF PAYMENT

18.1 Payment to the Contractor will be made by the City in cash, or its equivalent, as set out in the NOTICE OF HEARING AND LETTING.

BID BOND

**2011 STREET IMPROVEMENTS
P.C.C. PAVING & RECONSTRUCTION
WINDSOR HEIGHTS, IOWA**

Project No. 2611008

PROPOSAL:

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

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

**TO THE: CITY COUNCIL
CITY OF WINDSOR HEIGHTS
1133 66TH STREET
WINDSOR HEIGHTS, IOWA 50324**

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

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

BID BOND

(Certified Check)

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

(Cashier's Check)

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

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

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

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

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

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

Bidder: _____

By: _____

Title: _____

Date: _____

BID BOND

**2011 STREET IMPROVEMENTS
P.C.C. PAVING & RECONSTRUCTION
WINDSOR HEIGHTS, IOWA**

Project No. 2611008

1. Construct the 2011 STREET IMPROVEMENTS, P.C.C. PAVING AND RECONSTRUCTION for the following Unit and Lump Sum Prices.

| ESTIMATED PROJECT QUANTITIES | | | | | |
|-------------------------------------|--|-------------|-----------------------------|-------------------|-----------------------|
| Item No. | Item | Unit | Estimated Quantities | Unit Price | Extended Price |
| | DIVISION 1: GENERAL | | | | |
| 1.1 | TRAFFIC CONTROL | LS | 1 | | |
| 1.2 | MOBILIZATION | LS | 1 | | |
| 1.3 | MAILBOX, REMOVE AND REPLACE | EA | 6 | | |
| 1.4 | TEMPORARY MAILBOX CLUSTER | EA | 1 | | |
| 1.5 | REMOVAL OF STREET SIGN | EA | 8 | | |
| | | | | | |
| | DIVISION 2: EARTHWORK | | | | |
| 2.1 | EXCAVATION, CLASS 10 | LS | 1 | | |
| 2.2 | SUBGRADE PREPARATION | SY | 2200 | | |
| 2.3 | COMPACTION TESTING | LS | 1 | | |
| 2.4 | TEMPORARY GRANULAR SURFACING | TON | 200 | | |
| | | | | | |
| | DIVISION 3: TRENCH EXCAVATION AND BACKFILLING | | | | |
| | NOT USED | | | | |
| | | | | | |
| | DIVISION 4: SEWERS AND DRAINS | | | | |
| | NOT USED | | | | |
| | | | | | |
| | DIVISION 5: WATER MAINS AND APPURTENANCES | | | | |
| 5.1 | VALVE BOX ADJUSTMENT, MINOR | EA | 10 | | |
| | | | | | |
| | DIVISION 6: STRUCTURES FOR SANITARY AND STORM SEWERS | | | | |
| 6.1 | MANHOLE ADJUSTMENT, MINOR | EA | 3 | | |
| 6.2 | INTAKE ADJUSTMENT, MINOR | EA | 2 | | |
| | | | | | |
| | DIVISION 7: STREETS AND RELATED WORK | | | | |
| 7.1 | PAVEMENT, PCC, 7" | SY | 1770 | | |
| 7.2 | SIDEWALK, PCC, 6" | SY | 110 | | |
| 7.3 | DRIVEWAY, PAVED, PCC, 6" | SY | 240 | | |
| 7.4 | DETECTABLE WARNING | SF | 88 | | |
| 7.5 | PCC PAVEMENT SAMPLES AND TESTING | LS | 1 | | |
| 7.6 | PAVEMENT REMOVAL | SY | 2120 | | |
| | | | | | |
| | DIVISION 8 - TRAFFIC SIGNALS | | | | |
| | NOT USED | | | | |
| | | | | | |

BID BOND

| ESTIMATED PROJECT QUANTITIES | | | | | |
|--------------------------------------|--|------|----------------------|------------|----------------|
| Item No. | Item | Unit | Estimated Quantities | Unit Price | Extended Price |
| | DIVISION 9: SITE WORK AND LANDSCAPING | | | | |
| 9.1 | HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING | SQ | 130 | | |
| 9.2 | STORMWATER POLLUTION PREVENTION PLAN, PREPARATION | LS | 1 | | |
| 9.3 | STORMWATER POLLUTION PREVENTION PLAN, MANAGEMENT | LS | 1 | | |
| 9.4 | STORMWATER POLLUTION PREVENTION PLAN, INSPECTION | LS | 1 | | |
| 9.5 | FILTER SOCKS, 8", INSTALLATION AND REMOVAL | LF | 280 | | |
| 9.6 | SILT FENCE, INSTALLATION | LF | 200 | | |
| 9.7 | SILT FENCE, REMOVAL OF SEDIMENT | LF | 200 | | |
| 9.8 | SILT FENCE, REMOVAL OF DEVICE | LF | 200 | | |
| 9.9 | INLET PROTECTION DEVICE, INSTALLATION | EA | 3 | | |
| 9.10 | INLET PROTECTION DEVICE, MAINTENANCE | EA | 3 | | |
| BID ALTERNATE 1 - STORM SEWER | | | | | |
| 4.1 | STORM SEWER, TRENCHED, RCP, 15" | LF | 122 | | |
| 4.2 | STORM SEWER, TRENCHED, RCP, 18" | LF | 118 | | |
| 6.3 | MANHOLE TYPE SW-301, 48" | EA | 1 | | |
| 6.4 | INTAKE TYPE SW-501 | EA | 1 | | |
| 6.5 | INTAKE TYPE SW-503 | EA | 1 | | |
| 6.6 | INTAKE TYPE SW-505 | EA | 2 | | |
| 6.6 | INTAKE TYPE SW-506 | EA | 2 | | |
| BID ALTERNATE 2 - SUBDRAIN | | | | | |
| 4.3 | SUBDRAIN, PVC, 6" | LF | 930 | | |
| 4.4 | SUBDRAIN CLEANOUT, PVC, 6" | EA | 16 | | |
| 4.5 | SUBDRAIN OUTLET, 6" | EA | 14 | | |
| 4.6 | STORM SEWER SERVICE STUB, PVC, 4" | EA | 7 | | |
| 4.7 | SUMP SERVICE TIE-IN | EA | 7 | | |

TOTAL BASE BID _____

TOTAL BID ALT 1 _____

TOTAL BID ALT 2 _____

2. The work will be started within ten (10) calendar days after date set forth in written Notice to Proceed and will be completed by November 30, 2011.
3. Liquidated damages in the amount of One Thousand Dollars (\$1,000.00) per consecutive calendar day will be assessed for each day that the work remains uncompleted after the final Contract Period, with due allowance for extensions of the Contract Period under Regulations of the Contract Section 28.1
4. Measurement and payment shall be as described in the Urban Standard Specification for Public Improvements including and detailed on Sheet C.01 of the construction plans.

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ as Principal,
and _____, as Surety are held and
firmly bound unto the CITY OF WINDSOR HEIGHTS, IOWA, hereinafter called "OWNER",
in the penal sum of _____

_____ DOLLARS (\$_____
_____) lawful money of the United States, for the payment of which sum will and truly be
made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and
severally, firmly by these presents. The condition of this obligation is such that whereas the
Principal has submitted the accompanying Bid, dated _____, 20____, for
the **2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION, Project
No. 2611008.**

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate;
- (B) If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form specified and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

BID BOND

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D., 20_____.

_____ Witness Principal

(Seal)

By _____
(Title)

(Surety)

By _____
(Attorney-in-Fact)

CONTRACT

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

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

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

CITY OF WINDSOR HEIGHTS, IOWA

By: _____
Marketa Oliver
City Administrator

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

PERFORMANCE BOND

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

WITNESSETH:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____,
entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment,
tools, superintendents, labor and other facilities, and accessories, for the construction of certain
improvements as designated, defined and described in the said Contract and the Conditions
thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract
being attached hereto and made a part hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all
particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant,
condition and part of said Contract Documents hereto attached, or by reference, made a part
hereof, according to the true intent and meaning in each case, and indemnify and save harmless
the owner from all loss, liability, counsel fees, costs, and damage of whatsoever nature or kind,
by reason of the Contractor’s default or failure, then this obligation shall be and become null and
void, otherwise it shall remain in full force and effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the
obligations and conditions set forth in Chapter 573, Code of Iowa, 2007, which by this reference
is made a part hereof as though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the
Specifications accompanying the same, shall in any way affect its obligation on this Bond and it
does hereby waive notice of any change, extension of time, alteration, or addition to the terms of
the Contract, or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise
to the claim under this Bond. In the event that any actions or proceedings are initiated with
respect to this Bond, the parties agree that the venue thereof shall be Polk County, State of Iowa.

Provided further, if legal action is required by the Owner against the Surety or Principal to
enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit
of the Owner, the Surety or Principal agrees to pay to Owner all damages, costs, and attorney
fees incurred by enforcing any of the provisions of this agreement. All rights, powers, and
remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition

PERFORMANCE BOND

to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at _____, on the ____ day of _____, 20____.

Contractor

By: _____
(Seal)

Surety Company

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

By: _____

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

REGULATIONS OF THE CONTRACT

WINDSOR HEIGHTS, IOWA

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1. GENERAL STATEMENT

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance Bond, Statutory Bond, Special Conditions, Detailed Specifications, Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.
- 1.2 That several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.

REGULATIONS OF THE CONTRACT

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

2. DEFINITIONS

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

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Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.

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

3. CONTRACTOR’S OBLIGATIONS

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

4. ENGINEER’S OBLIGATIONS

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

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

5. BOND

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

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

6. INSURANCE

6.1 General

6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner

6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.

6.1.3 All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.

6.2 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any of them, or by anyone for whose acts any of them may be liable.

6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;

6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;

6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.

A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or

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B. by the other person;

6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,

6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

6.3 Limits of Liability

6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

| | |
|--|---|
| General Liability; contractually, independent Contractors, Broad Form Property damage | \$500,000 (including single limit per occurrence) |
| Personal Injury, Underground Explosion and Collapse | \$500,000 (Aggregate hazards) |
| Automobile Liability (including all owned, non- owned and hired autos) single limit | \$500,000 Combined |
| Worker's Compensation | Statutory Benefits \$100,000 Coverage B |
| Umbrella Liability; (applying directly excess of above liability single limit coverage) | \$1,000,000 Combined \$1,000,000 |

6.4 Contractual Liability Insurance

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

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to

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attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

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

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

7. ASSIGNMENT OF CONTRACT

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

8. SUB-CONTRACTS

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

9. OTHER CONTRACTS

- 9.1 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.

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

10. LEGAL RESTRICTIONS

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

11. ROYALTIES AND PATENTS

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

12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

- 12.1 General
- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in the one and not

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in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

12.2 Figures Dimensions to Govern

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

12.3 Contractor to Check Plans and Schedules

12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

13. SUPERVISION

13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore.

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- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the Contractor's employees shall be sufficient reason, if the Owner so decides, to annul the Contract.
- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.
- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work; all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found not done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the

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Contractor shall show that defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.

- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.

14. LINE AND GRADE

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

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15. SUPERINTENDENCE

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

16. PROTECTION OF WORK

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

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personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.

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

17. SAFETY REGULATIONS

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590; and Iowa Senate File 1218, Acts 64th General Assembly, Second Regular Session (1972); and all lawful regulations and rules pursuant thereto.

18. MATERIALS AND WORKMANSHIP

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.

19. SHOP DRAWINGS

- 19.1 The Contractor shall furnish the Engineer with duplicate copies of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer for office reference. After correction, the Contractor shall submit five (5) corrected copies to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.
- 19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:
- 19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.

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

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

20. USE OF COMPLETED WORK

20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

21. CHANGED WORK

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

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

21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The

REGULATIONS OF THE CONTRACT

adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:

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

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

22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.
- 22.3 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimants, the Owner, or its designated representative or

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representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

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

23. SUSPENSION OF WORK

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

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

24. OWNER'S RIGHT TO DO WORK

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

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

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Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

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

25. CONTRACT TERMINATION

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

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26. CONTRACTOR'S RIGHTS

26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

27. TIME OF COMPLETION

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

28. DELAYS

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

29. PAYMENTS

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

REGULATIONS OF THE CONTRACT

30. PAYMENTS WITHHELD

- 30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:
- 30.1.1 Defective work not remedied.
 - 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.
 - 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 30.1.4 A reasonable doubt that the Contractor can be completed for the balance then unpaid.
 - 30.1.5 Damage to another Contractor.
 - 30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

31. SALES TAX

- 31.1 The Contractor shall prepare, (and require all his Subcontractors to prepare), and execute Form ST-172 showing all sales and use taxes paid on material entering permanently into the construction of the Project. This report shall be submitted to the City Administrator immediately upon completion of the work or at any other interval of time as may be necessary, in order that the City may timely apply to the State Tax Commission for their refund.

32. REMEDIES

- 32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Polk County.
- 32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.

REGULATIONS OF THE CONTRACT

- 32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association (“AAA”).
- 32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.
- 32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.
- 32.6 The arbitrators’ award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.
- 32.7 Nothing contained herein shall increase or otherwise expand the Owner’s obligation to pay the Contractor other than documented and audited cases in accordance with the Owner’s rules and regulations, regarding cost or pricing data and analysis and cost principles.

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION WINDSOR HEIGHTS, IOWA

PROJECT NO. 2611008

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| SPECIFICATIONS | |

1. PURPOSE

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

2. LOCATION

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

3. COPIES OF PLANS AND SPECIFICATIONS

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

4. PAYMENT

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

5. FINAL REVIEW AND ACCEPTANCE

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

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

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

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

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

SPECIAL CONDITIONS

2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION WINDSOR HEIGHTS, IOWA

PROJECT NO. 2611008

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1. FORM OF TECHNICAL SPECIFICATIONS

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

SPECIAL CONDITIONS

2. NOTICE TO PROCEED

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

3. SERVICE FACILITIES

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

4. MINOR WORK

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

5. WASTE SITES

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

6. WORKING DAYS

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

7. CONSTRUCTION FACILITIES BY CONTRACTOR

7.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.

7.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.

7.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.

SPECIAL CONDITIONS

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

8. SOIL BORINGS

- 8.1 Soil borings have not been made along proposed route of work.
- 8.2 Obtain permission of Engineer to make borings along propose route of work.

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAY

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

10. EMPLOYMENT PRACTICES

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

11. WORK HOURS

- 11.1 The Contractor will be required to limit the Contractor's work hours on the Project from 6:30 a.m. to 9:00 p.m., Monday through Friday unless noted on plans. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from

SPECIAL CONDITIONS

7:00 a.m. to 7:00 p.m. Prior approval from the Engineer will be required for work on weekends.

12. DUST ABATEMENT

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

13. WATER USAGE

13.1 The City of Windsor Heights will provide the Contractor water on the Project free of charge, with the following requirements:

13.1.1 The water is to be metered and the Contractor must obtain the meter from the Windsor Heights and a refundable meter deposit is required.

13.1.2 The Contractor will abide by rules and regulations of bulk water usage as prepared by Windsor Heights.

13.1.3 The Contractor will only use hydrants that have been previously approved by the city of Windsor Heights for bulk water usage.

13.1.4 The Contractor shall not use water from private residential or business hose bibs, without the written consent of the private owner. Any such agreements must be filed with the Engineering prior to water usage.

14. QUANTITIES

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

PLAN LIST

2011 STREET IMPROVEMENTS P.C.C. PAVING & RECONSTRUCTION WINDSOR HEIGHTS, IOWA

PROJECT NO. 2611008

1. PLANS

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

| TITLE | Drawing Number | Revision Number |
|---|---------------------------|----------------------------|
| COVER SHEET | A.01 | |
| LEGEND | A.02 | |
| TYPICAL SECTIONS AND DETAILS | B.01-B.02 | |
| ESTIMATED QUANTITIES AND GENERAL INFO | C.01-C.03 | |
| PLAN AND PROFILE | D.01-D.04 | |
| REMOVAL PLANS | E.01 | |
| GEOMETRICS, REFERENCE TIES, & BENCHMARKS | G.01 | |
| RIGHT OF WAY | H.01 | |
| TRAFFIC CONTROL/DETOUR PLAN | J.01-J.02 | |
| INTERSECTION GEOMETRIC STAKING AND JOINTING | L.01-L.03 | |

PLAN LIST