

Resolution No. 15-1164

**A RESOLUTION APPROVING THE PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST – 80TH STREET
FOOTING DRAIN COLLECTOR PROJECT**

WHEREAS, it is deemed advisable and necessary to construct certain public improvements described in general as the 80th Street Footing Drain Collector project for which plans, specifications and form of contract, together with estimate of cost, have been prepared and will be on file in the office of the City Clerk for public inspection on November 3, 2015; and

WHEREAS, before the plans, specifications, form of contract and estimate of cost are made available to the public for inspection and competitive quotations are solicited for the project, pursuant to Chapter 26 of the Code of Iowa, the Council must approve the same, which is to include providing the time, place and manner for receiving quotations.

NOW, THEREFORE BE IT HEREBY RESOLVED by the City of Windsor Heights City Council in session this 2nd day of November, 2015, that the attached exhibit A containing the Plans, Specifications, Form of Contract and Estimate of Cost are hereby approved and staff are authorized to receive quotations for the 80th Street Footing Drain Collector project on Wednesday, November 18, 2015, at 2:00 p.m. in City Hall Council Chambers: 1133 66th Street, Windsor Heights, Iowa, 50003.

The City Council hereby delegates to City Administrator or his designee the duty of receiving, opening, and tabulating quotations for construction of the project. Quotations shall be received and opened as provided in the public notices and the results of the quotations shall be considered at a meeting of this Council at a date to be determined following November 18, 2015.

Passed and Approved this 2nd Day of November, 2015.

Diana Willits, Mayor

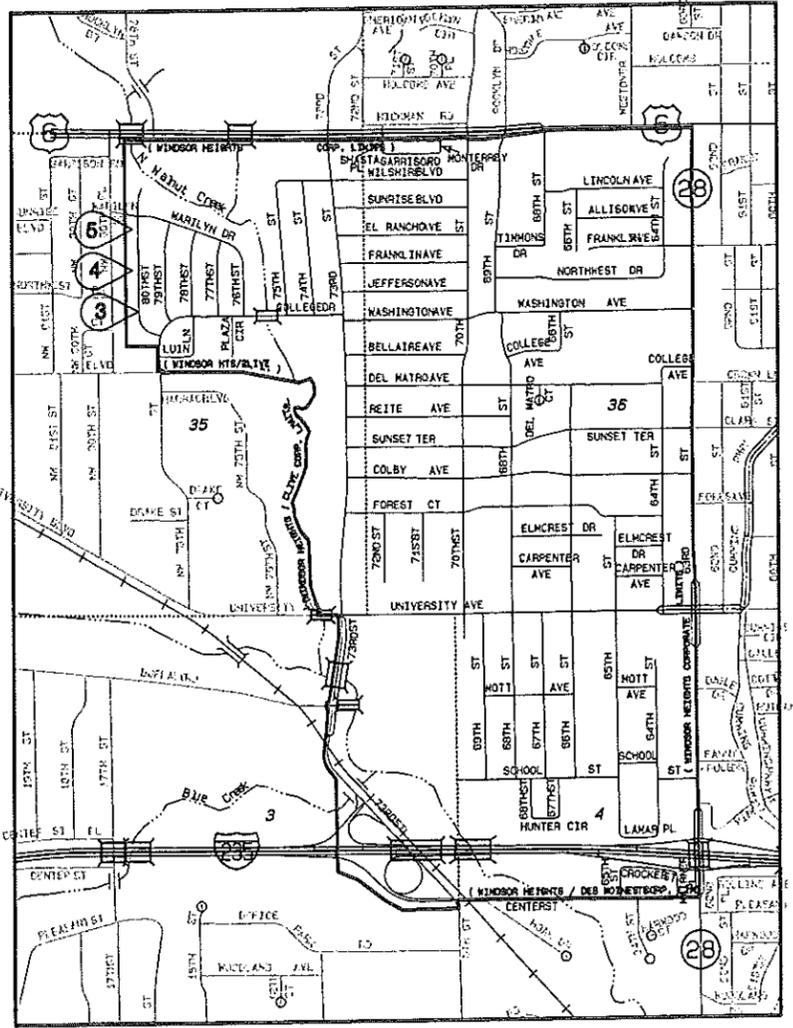
Attest:

Brett Klein, City Administrator

M:\Projects\12970\REF\80TH\12970 DRAIN.dwg

EXHIBIT A

PLANS FOR 80TH STREET FOOTING DRAIN COLLECTOR WINDSOR HEIGHTS, IOWA



VICINITY MAP
NOT TO SCALE

GENERAL LEGEND

<ul style="list-style-type: none"> — SURVEY LINE & STATION INDICATOR — CONCRETE SURFACE — ASPHALT SURFACE — CONCRETE SURFACE W/ASPHALT OVERLAY — LOW GRADE ASPHALT SURFACE — GRANULAR SURFACE — DIRT SURFACE — BRICK SURFACE — SURFACING REMOVAL/REPLACEMENT — EARTH SECTION — NEW BOWER/MAHOLE — NEW BOWER/INTAKE — NEW WATER MAIN — NEW FORCE MAIN — NEW HYDRANT — NEW WATER VALVE — 8" S — EXISTING SANITARY SEWER AND SIZE — 18" S — EXISTING STORM SEWER AND SIZE — 8" W — EXISTING WATER MAIN AND SIZE — 6" FM — EXISTING FORCE MAIN AND SIZE — 4" G — GAS MAIN AND SIZE — P — UNDERGROUND POWER LINE — Q — OVERHEAD POWER LINE — T — UNDERGROUND TELEPHONE LINE — CTV — CABLE TELEVISION LINE — FO — FIBER OPTICS — TOP OF EMBANKMENT — TOE OF EMBANKMENT — DRAINAGE COURSE — MAHOLE — CURB INTAKE — AREA OR BEEHIVE INTAKE — EXISTING HYDRANT — EXISTING WATER VALVE — GAS VALVE — POWER POLE — TELEPHONE POLE — STREET LIGHT — POLE W/BUY ANCHOR — TRAFFIC SIGNALS — SIGN — TELEPHONE CABLE JUNCTION BOX — PEDESTRIAN CONTROL LIGHT — RAILROAD CONTROL LIGHT — RAILROAD SIGN — UTILITY ACCESS COVER — PARKING METER — TREE AND SIZE — EVERGREEN AND SIZE — STUMP AND SIZE — BUSH, SHRUB OR HEDGE 	<ul style="list-style-type: none"> — 12" CMP — CULVERT; SIZE AND TYPE — FLARED END SECTION — RAILROAD — NAILBOX — FENCE (ALL OTHER) — SECURITY FENCE — WOOD FENCE — PROPERTY LINE — PROPERTY PIN — SECTION CORNER — PLAT BOUNDARY — BUILDING — ELEVATION MARKER — CENTERLINE — DIA. — DIAMETER — ELEV. — ELEVATION — PVC — POLYVINYLCHLORIDE PIPE — CI — CAST IRON PIPE — DI — DUCTILE IRON PIPE — CMP — CORRUGATED METAL PIPE — VCP — VITRIFIED CLAY PIPE — RCP — REINFORCED CONCRETE PIPE — RCAP — REINFORCED CONCRETE ARCH PIPE — LRCP — LINED REINFORCED CONCRETE PIPE — LCPP — LINED CONCRETE PRESSURE PIPE — STA. — STATION — LA — LINE AHEAD — LB — LINE BACK — BM-2 — BENCH MARK AND NUMBER — ROM — RIGHT-OF-WAY — PI — POINT OF INTERSECTION — POT — POINT ON TANGENT — LF — LINEAR FEET — TH — TACKED HUB — 2 — SOIL BORING AND NUMBER — PVC — POINT OF VERTICAL CURVATURE — PVT — POINT OF VERTICAL TANGENCY — VC — VERTICAL CURVE — PC — POINT OF CURVATURE — PT — POINT OF TANGENCY — HO — MIDDLE ORDINATE — DNG. — DRAWING — CP-4 — CONTROL POINT AND NUMBER — (TYP.) — TYPICAL — HPG — HIGH PRESSURE GAS — IPG — INTERMEDIATE PRESSURE GAS — INVT — INVERT — INV. — EACH WAY, EACH FACE — E.N. — EACH WAY — AT — AT — — DRAWING NUMBER
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NOTE: THIS IS A GENERAL LEGEND. ITEMS MAY OR MAY NOT APPEAR ON DRAWINGS.

DRAWING INDEX

NO.	DRAWING TITLE
1	INDEX AND TITLE SHEET
2	ESTIMATED PROJECT QUANTITIES
3	PLAN AND PROFILE BOTH STREET
4	PLAN AND PROFILE BOTH STREET
5	PLAN AND PROFILE BOTH STREET

GENERAL NOTES

1. ALL ELEVATIONS ARE TO USGS DATUM.
2. REMOVE AND REPLACE ALL STREET SIGNS AS DIRECTED BY ENGINEER. COST IS INCIDENTAL TO CONSTRUCTION.
3. SHAPE ALL DITCHES TO DRAIN AFTER CONSTRUCTION.
4. CONFIRM LOCATION AND DEPTH OF ALL EXISTING UNDERGROUND UTILITIES AS REQUIRED TO ELIMINATE CONFLICTS PRIOR TO CONSTRUCTION. ALLOW UTILITY PERSONNEL TO RELOCATE UTILITIES WHERE CONFLICTS OCCUR.
5. DO NOT INTERRUPT EXISTING UTILITIES OR INDIVIDUAL SERVICES UNLESS DIRECTED BY ENGINEER.
6. CONFINE ALL CONSTRUCTION OPERATIONS, INCLUDING ACCESS TO WORK, TO WITHIN PUBLIC RIGHT-OF-WAY OF CITY OF WINDSOR HEIGHTS, EXCEPT WHERE UTILITY WORK EXTENDS BEYOND THE CURB.
7. STATIONING IS ALONG CENTER LINE OF PAVEMENT, UNLESS OTHERWISE NOTED.
8. PROTECT UTILITY POLES, LINES AND APPURTENANCES NOT SHOWN FOR RELOCATION.
9. RESET ALL PROPERTY PINS DISTURBED BY CONSTRUCTION; PINS RESET BY REGISTERED LAND SURVEYOR; COST IS INCIDENTAL TO CONSTRUCTION.
10. PROTECT ALL SURFACING, NOT INDICATED BY SHADING FOR REMOVAL AND REPLACEMENT FROM DAMAGE DURING CONSTRUCTION.

TRAFFIC CONTROL

TRAFFIC ON BOTH STREET FROM COLLEGE DRIVE TO MARILYN DRIVE SHALL BE OPEN TO LOCAL TRAFFIC DURING THE PROJECT. FOLLOW IOWA DOT STANDARD ROAD PLAN 10-252 WITH ADDITIONAL SIGNAGE AS NECESSARY. ALLOW ACCESS TO RESIDENTS AT ALL TIMES.

PROTECTION OF VEGETATION

TREES AND OTHER VEGETATION WHICH MAY BE REMOVED ARE MARKED WITH AN "X" OVER THE APPROPRIATE SYMBOL. FOR EXAMPLE, "X" OVER A 12" TREE SYMBOL INDICATES THE REMOVAL OF A 12" TREE. REPLACEMENT BY CONTRACTOR, OF THESE ITEMS IS NOT REQUIRED.

TUNNEL. INSTALL TIGHT SHEETING, HAND EXCAVATE OR EMPLOY OTHER MEANS APPROVED BY ENGINEER TO PROTECT EXPOSED PORTIONS AND ROOT SYSTEMS OF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL. IF TREES AND OTHER VEGETATION NOT SCHEDULED FOR REMOVAL ARE DAMAGED DURING CONSTRUCTION, REPLACE IN KIND AND SIZE AT NO COST TO CITY OR PROPERTY OWNER.



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.



Signed _____ Date _____
 Gregory J. Roth, P.E.
 Iowa License No. 11456
 My license renewal date is December 31, 2016
 Drawings covered by this seal:

ALL IMPROVEMENTS SHALL COMPLY WITH THE STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS), 2015 EDITION

CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE AS NOTED	VEENSTRA & KIMM, INC.	INDEX AND TITLE SHEET	DWG. NO.
CP-287: CUT "X" NORTH RIM WATER VALVE NE CORNER MAILYN DR AND 80TH ST NEXT TO FIRE HYDRANT	N= 587537.24 E= 1578572.56	CP-287: CUT "X" NORTH RIM WATER VALVE NE CORNER MAILYN DR AND 80TH ST NEXT TO FIRE HYDRANT	EL=870.85			DRAWN B.J.		1	1
CP-288: CUT "X" WATER VALVE BY FIRE HYDRANT EAST SIDE BOTH ST AT STA. 17+75.2	N= 588850.49 E= 1578572.24	CP-288: CUT "X" WATER VALVE BY FIRE HYDRANT EAST SIDE BOTH ST AT STA. 17+75.2	EL=883.79			CHECKED W.M.			
CP-288B: CUT "X" SW CORNER AREA INTAKE NORTH END OF 80TH ST CUL DE SAC	N= 587893.33 E= 1578560.55	CP-288B: CUT "X" SW CORNER AREA INTAKE NORTH END OF 80TH ST CUL DE SAC	EL=854.91			APPROVED G.J.R.			
CP-289: CUT "X" WATER VALVE BY FIRE HYDRANT NW CORNER 80TH ST AND COLLEGE AVE	N= 588234.85 E= 1578757.71	CP-289: CUT "X" WATER VALVE BY FIRE HYDRANT NW CORNER 80TH ST AND COLLEGE AVE	EL=895.19			DATE 2-12-15 A.C.			

3000 Westown Parkway • West Des Moines, Iowa 50266-1320
 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (HATS)

PROJECT 12970-4

K:\Projects\12970\WREF\BOTH\12970 DRAIN.DWG

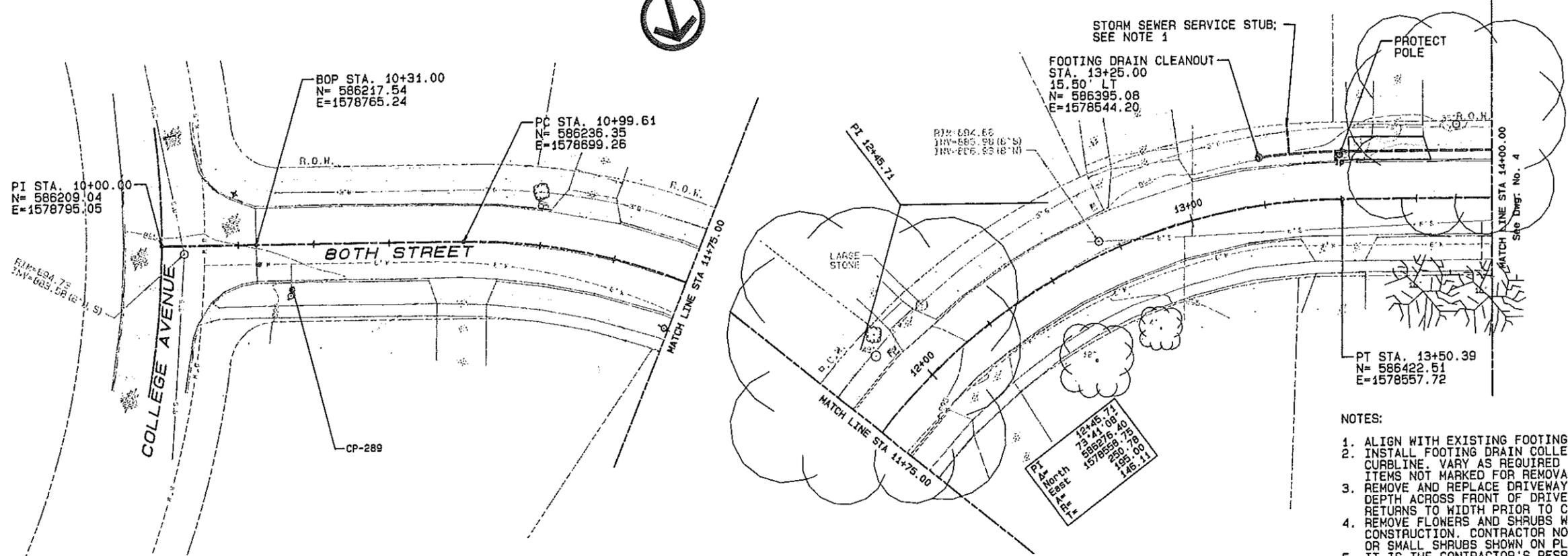
ESTIMATED PROJECT QUANTITIES					ESTIMATE REFERENCE INFORMATION
Item No.	Item	Unit	Total	As Built Quantities	Description
1.1	Mobilization	LS	1		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 1010. IT SHALL INCLUDE BUT NOT BE LIMITED TO MOBILIZATION OF PERSONNEL, EQUIPMENT AND SUPPLIES FOR ALL ITEMS UNDER THE CONTRACT. ALIGNMENT AND DEPTH OF FOOTING DRAIN COLLECTOR ARE TYPICAL AND CAN BE ADJUSTED IN THE FIELD AS REQUIRED. SURVEYING SHALL BE CONSIDERED INCIDENTAL TO THIS BID ITEM. PARTIAL PAYMENTS WILL BE MADE PER SUDAS SECTION 1090.
1.2	Traffic Control	LS	1		BID ITEM INCLUDES ALL LABOR, EQUIPMENT, AND MATERIALS TO SETUP, MAINTAIN, AND REMOVE TRAFFIC CONTROL DEVICES AS REQUIRED TO CONSTRUCT THE PROJECT. THE ROAD SHALL REMAIN OPEN TO TRAFFIC AT ALL TIMES. MATERIALS SHALL CONFORM TO THE CURRENT EDITION OF THE MUTCD AND IOWA DOT STANDARDS. PARTIAL PAYMENTS WILL BE BASED UPON THE AMOUNT OF WORK COMPLETED AS A PERCENTAGE OF THE ORIGINAL CONTRACT LUMP SUM.
1.3	Clearing and Grubbing	LS	1		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 2010. NO TREES OR SHRUBS SHALL BE CLEARED AND GRUBBED FROM THE RIGHT-OF-WAY FOR THIS PROJECT EXCEPT WHERE INDICATED FOR REMOVAL ON THE PLANS. INCLUDES POSTAL BOX REMOVAL AND RESETTING WHERE REQUIRED FOR NEW CONSTRUCTION.
1.4	Footing Drain Collector	LF	1007		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4040. USE 6" CORRUGATED PVC. INCLUDES CLASS F-2 BEDDING, COMPACT TRENCH TO 95 PERCENT STANDARD PROCTOR DENSITY. INCLUDES TRENCH DEWATERING AND COMPACTION TESTING. WYES AND/OR TEES NOT REQUIRED FOR EACH LOT EXCEPT WHERE SHOWN ON PLANS. AT CONTRACTOR'S OPTION FOOTING DRAIN COLLECTOR SHOWN ON PLANS MAY BE DIRECTIONAL BORED. CONTRACTOR WILL BE PAID FOR DIRECTIONAL BORED FOOTING DRAIN COLLECTOR AT THE TRENCHED BID PRICE IN ADDITION TO BEING PAID THE PLANNED QUANTITY FOR THE NEGATED SURFACING REMOVALS AND REPLACEMENTS INCLUDING CLEARING AND GRUBBING AND SODDING NOT REQUIRED. USE CERTA-LOK PIPE FOR DIRECTIONAL BORED INSTALLATION AS SPECIFIED IN SUDAS SECTION 5010 2.01A.
1.5	Footing Drain Cleanout	EA	2		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4040. USE TYPE A-2 CLEANOUT.
1.6	Footing Drain Outlet	EA	1		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4040. INCLUDES CONNECTION TO EXISTING INTAKE WITH CORED DRILLED HOLE. USE CMP OUTLET MATERIAL THROUGH INTAKE WALL.
1.7	Storm Sewer Service Stub	EA	1		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 4040. SERVICE SIZE SHALL BE 2 INCH.
1.8	Removal of Driveway	SY	187		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7030.
1.9	Driveway, 6" PCC	SY	187		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 7030.
1.10	Sodding	SQ	120		BID ITEM SHALL BE DEFINED BY SUDAS SECTION 9020. INCLUDES WATERING THROUGH MAINTENANCE PERIOD.

PLOTTED: Oct 16, 2015 15:33:29 Fr1

CONTROL POINT	COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE	 VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)	ESTIMATED PROJECT QUANTITIES	DWG. NO.
						DRAWN B.J.			2
						CHECKED W.J.K.			
						APPROVED G.J.R.			
						DATE 2-12-15			
			A.C.				PROJECT 12970-4		

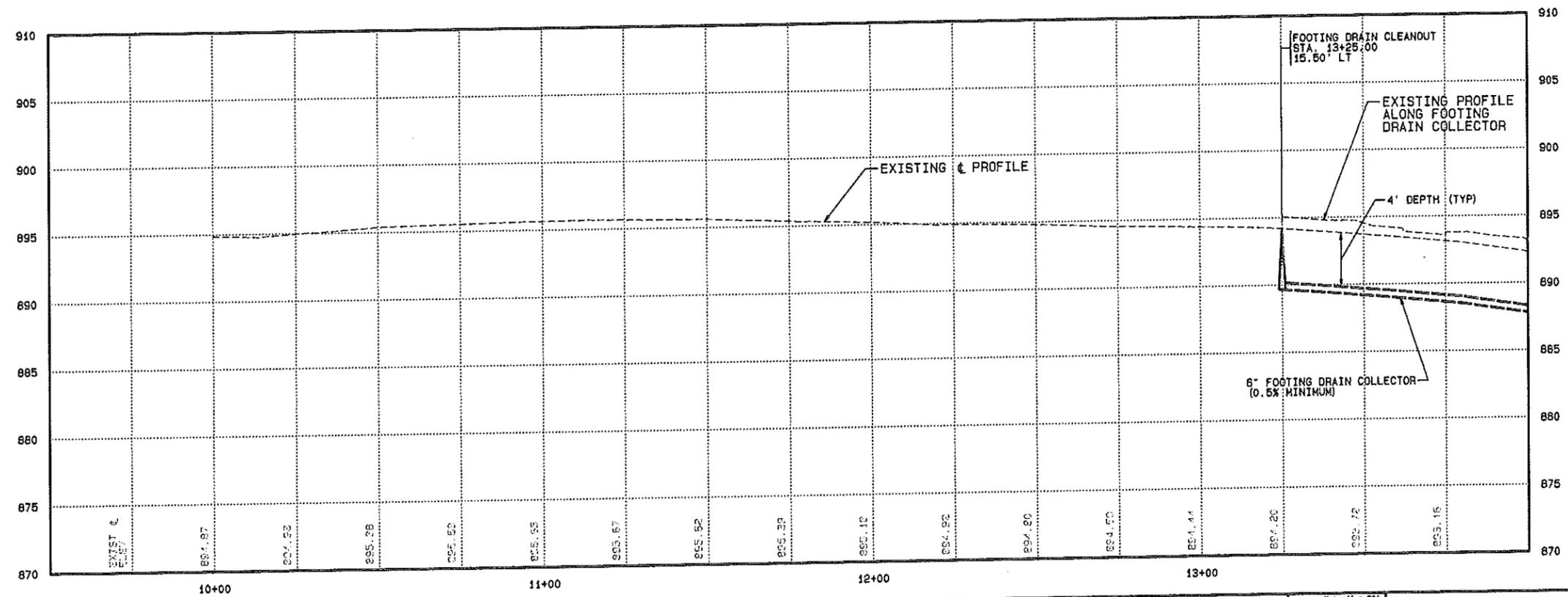
M:\p\proj\12970\REF\00TH\12970 DRAIN.dwg

0 20 40



NOTES:

1. ALIGN WITH EXISTING FOOTING DRAIN OUTLET IN FRONT YARD.
2. INSTALL FOOTING DRAIN COLLECTOR 3 FOOT (NOMINAL) BEHIND THE CURBLINE. VARY AS REQUIRED TO CLEAR TREES, UTILITIES, OR OTHER ITEMS NOT MARKED FOR REMOVAL AND REPLACEMENT.
3. REMOVE AND REPLACE DRIVEWAY AS SHOWN ON PLAN; SAWCUT FULL DEPTH ACROSS FRONT OF DRIVE IN-LINE WITH FACE OF CURB; REPLACE RETURNS TO WIDTH PRIOR TO CONSTRUCTION.
4. REMOVE FLOWERS AND SHRUBS WITHIN THE RIGHT OF WAY AS NEEDED FOR CONSTRUCTION. CONTRACTOR NOT REQUIRED TO REPLACE. NOT ALL FLOWERS OR SMALL SHRUBS SHOWN ON PLANS.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE TO BECOME AWARE OF INCIDENTALS REQUIRED FOR CONSTRUCTION.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT EXISTING WATER AND SANITARY SEWER SERVICES. SERVICES DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.



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CONTROL POINT		COORDINATES	BENCHMARK	ELEVATION	DATE	REVISIONS	SCALE: HORIZ. 1" = 20'	<p>VEENSTRA & KIMM, INC. 3000 Westown Parkway • West Des Moines, Iowa 50266-1320 515-225-8000 • 515-225-7848 (FAX) • 800-241-8000 (WATS)</p>	PLAN AND PROFILE BOTH STREET	DWG. NO. 3
							DRAWN: B.J.L.			
							CHECKED: M.W.M.			
							APPROVED: G.R.			
					DATE: 2-12-15		A.C.	PROJECT: 12970-4		

**Engineers Estimate
City of Windsor Heights
80th Street Footing Drain Collector**

Item No.	Item	Unit	Quantity	Unit Price	Ext. Price
1.1	Mobilization	LS	1	\$ 7,000.00	\$ 7,000.00
1.2	Traffic Control	LS	1	\$ 1,500.00	\$ 1,500.00
1.3	Clearing and Grubbing	LS	1	\$ 4,000.00	\$ 4,000.00
1.4	Footing Drain Collector	LF	1007	\$ 60.00	\$ 60,420.00
1.5	Footing Drain Cleanout	EA	1	\$ 1,500.00	\$ 1,500.00
1.6	Footing Drain Outlet	EA	1	\$ 1,500.00	\$ 1,500.00
1.7	Storm Sewer Service Stub	EA	1	\$ 750.00	\$ 750.00
1.8	Removal of Driveway	SY	187	\$ 10.00	\$ 1,870.00
1.9	Driveway, 6" PCC	LF	187	\$ 60.00	\$ 11,220.00
1.10	Sodding	SQ	100	\$ 45.00	\$ 4,500.00
					\$ 94,260.00

WJW

SPECIFICATIONS

FOR

80TH STREET FOOTING DRAIN COLLECTOR

WINDSOR HEIGHTS, IOWA



VEENSTRA & KIMM, INC.

SPECIFICATIONS
FOR
80TH STREET FOOTING DRAIN COLLECTOR
WINDSOR HEIGHTS, IOWA

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.



Signed:

Date:

Gregory J. Roth, P.E.
Iowa License No. 11456
My license renewal date is December 31, 2016

Detailed parts covered by this seal:

All

Prepared by
VEENSTRA & KIMM, INC.
West Des Moines,
Iowa

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80TH STREET FOOTING DRAIN COLLECTOR WINDSOR HEIGHTS, IOWA

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DETAILED SPECIFICATIONS	

All work and materials on this project shall conform to the Statewide Urban Design and Specifications (SUDAS) 2015 Edition, unless otherwise noted on the plans or contract documents.

STANDARD DRAWINGS

SUDAS Standard Drawings

Not bound within the Plans and Specifications; refer to SUDAS Standard Specifications, 2015 Edition

SOLICITATION FOR QUOTATION

SOLICITATION FOR QUOTATION FOR THE 80TH STREET FOOTING DRAIN COLLECTOR PROJECT

Quotations will be received by the City of Windsor Heights, Iowa, hereinafter referred to as "Owner" or "City", at the Council Chambers at the City Hall, 1133 66th Street, Windsor Heights, Iowa 50324 until 2:00 P.M. on the 18th day of November, 2015.

The work to be done at the location shown on the plans includes construction of the 80th Street Footing Drain Collector project including all labor, materials and equipment necessary to construct approximately 1,000 linear feet of 6-inch footing collector piping, and miscellaneous associated work, including cleanup.

All work and materials are to be in accordance with the proposed plans, specifications, and form of contract now on file in the office of the City Administrator of Windsor Heights, Iowa, and by this reference made a part thereof as though fully set out and incorporated herein.

All quotations shall be submitted to the City Administrator of said City on or before the time herein set for receipt of quotations. All quotations shall be made on official documents furnished by the City, and any alterations in the official form of quotation will entitle the Council, at its option, to reject the quotation involved from consideration. Each quotation shall be sealed and plainly identified.

The Contractor will be paid ninety-five percent (95%) of the Owner's final estimate of the value of acceptable work completed. Final payment will be made not earlier than thirty-one (31) days after completion of the work and acceptance by the Owner. No such final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in the final estimate have been paid for in full.

Liquidated damages in the amount of One Hundred Dollars (\$100) per consecutive calendar day will be assessed for each day that the work on the project remains uncompleted after May 27, 2016.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Quotation. Any Quotation that does not include a fully completed Bidder Status Form may result in the Quotation being determined non-responsive.

Contractors and subcontractors shall not include sales tax for material purchases. At the time of the contract acceptance by the City Council, the prime contractor and all subcontractors will be issued a certificate of exemption.

SQ-1

12970

Solicitation for Quotation

Bid security or bid bond not required.

Contractors submitting quotes shall submit unit and lump sum prices for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.

Quotes will be computed using quantities shown in proposal. Unit price 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 of final quantities of completed work.

In the event of discrepancies between unit prices and unit price extensions listed in quote, unit prices shall govern and unit price extensions and total bid shall be corrected, as necessary, for agreement with unit prices. The total price will be determined on the basis of corrected extensions of the unit prices.

QUOTATION

80TH STREET FOOTING DRAIN COLLECTOR
WINDSOR HEIGHTS, IOWA

Name of Firm _____

Address of Firm _____

To: City Council
City of Windsor Heights
1145 66th Street, Suite 1
Windsor Heights, Iowa 50324

The undersigned, having examined the plans and having familiarized themself with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described on the plans, within the time and for the sums stated hereinafter on attached Quotation Schedule; which Quotation Schedule is hereby made a part of this Quotation.

The undersigned certifies that this Quotation is offered in good faith, without collusion or connection with any other persons quoting on the work.

The undersigned states that this Quotation is offered in conformity with the plans and scope of work and agrees that in the event of any discrepancies or differences between any conditions of his quotation and the scope of work prepared by VEENSTRA & KIMM, INC. that the provisions of the latter shall prevail.

Name of Firm _____

By _____

Title _____

QUOTATION SCHEDULE

80TH STREET FOOTING DRAIN COLLECTOR

1. Construct the 80th Street Footing Drain Collector Project for the following unit and lump sum prices:

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1	Mobilization	LS	1	xxxx	\$ _____
1.2	Traffic Control	LS	1	xxxx	_____
1.3	Clearing and Grubbing	LS	1	xxxx	_____
1.4	Footing Drain Collector	LF	1,007	\$ _____	_____
1.5	Footing Drain Cleanout	EA	1	_____	_____
1.6	Footing Drain Outlet	EA	1	_____	_____
1.7	Storm Sewer Service Stub	EA	1	_____	_____
1.8	Removal of Driveway	SY	187	_____	_____
1.9	Driveway, 6" PCC	SY	187	_____	_____
1.10	Sodding	SQ	120	_____	_____

TOTAL QUOTATION
 (Items 1.1 - 1.10) \$ _____

2. The work will be completed on or before May 27, 2016.
3. Liquidated damages in the amount of One Hundred Dollars (\$100) per consecutive calendar day will be assessed for each day that the work on the project remains uncompleted after May 27, 2016.
4. Required Attachment: Bidder Status Form.

Bidder Status Form

To be completed by all bidders

Part A

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

Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes No My company has an office to transact business in Iowa.

Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

To be completed by resident bidders

Part B

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

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

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

This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

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

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

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015, by and between the City of Windsor Heights, Iowa, party of the first part, hereinafter referred to as the "Owner", and

_____,
party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the _____ day of _____, 2015, for 80th Street Footing Drain Collector, under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

80TH STREET FOOTING DRAIN COLLECTOR

The work to be done at the location shown on the plans includes construction of the 80th Street Footing Drain Collector project including all labor, materials and equipment necessary to construct approximately 1,000 linear feet of 6-inch footing collector piping, and miscellaneous associated work, including cleanup for the sum of \$ _____ based on the unit and lump sum prices as shown on the Quotation.

Contract

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Solicitation for Quotation
- 2.1.2 Quotations
- 2.1.3 General Conditions
- 2.1.4 Special Conditions
- 2.1.5 Plans List
- 2.1.6 Detailed Specifications

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

CONTRACTOR

CITY OF WINDSOR HEIGHTS, IOWA

By _____

Mayor

Title _____

ATTEST:

ATTEST:

Title _____

City Administrator

GENERAL CONDITIONS

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1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 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 documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

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

3. CONTRACTOR'S RESPONSIBILITY

- 3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- 3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- 3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- 4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.
- 4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by City/Engineer. Such dismissed persons shall not be permitted to return to work without written consent of City/Engineer.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- 6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- 7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.
- 8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.

9.1.1 Submit 5 copies of all shop drawing submittals.

9.2 Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

10.1 Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

11.3 Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.

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

13. LINE AND GRADE

13.1 Engineer shall provide stakes showing line and grade from bench marks, base lines and other reference points. Contractor shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.

13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

14.1 Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

15. WORKMANSHIP AND MATERIALS

15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.

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

15.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.

15.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.

General Conditions

- 15.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- 15.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 15.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.
- 15.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.
- 15.9 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.
16. ON-SITE REVIEW OR OBSERVATION
- 16.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests and approval by City/Engineer. Contractor shall furnish samples of materials for observation and tests as requested by City/Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- 16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 16.4 Defective materials, equipment or work may be rejected by City/Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked or paid for.

17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- 17.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to insure that work is performed in accordance with plans and specifications.
- 17.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.
- 17.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. TESTS

- 18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- 18.3 Tests shall be made in accordance with standards of the American National Standards Institute (ANSI), American Society for Testing Materials (ASTM), and other recognized standards.

19. TIME

- 19.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

20. DELAYS

- 20.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 20.3 No extension of time shall be valid unless made in writing by Owner.

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

21. CHANGES

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

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

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

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

21.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.1 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.

21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

21.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

22. EXTRA WORK

22.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

General Conditions

- 22.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".
- 22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- 22.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

23. OWNERSHIP OF MATERIALS

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

24. OTHER CONTRACTS

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

25. OWNER'S RIGHT TO DO WORK

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

26. OWNER'S RIGHT TO TERMINATE CONTRACT

- 26.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:
- 26.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
 - 26.1.2 Receiver is appointed on account of Contractor's insolvency.
 - 26.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workers or proper materials.
 - 26.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.
 - 26.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.
 - 26.1.6 Contractor violates a provision of contract.
- 26.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- 26.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

27.1 If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

28. PAYMENTS WITHHELD

28.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

28.1.1 Defective work not remedied.

28.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

28.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

28.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

28.1.5 Damage to another contractor.

28.1.6 Claims of Owner for liquidated damages.

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

29. ACCEPTANCE AND FINAL PAYMENT

29.1 When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above.

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

30. SUSPENSION OF WORK

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

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

31. CLEANING UP

31.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

32. HAZARDOUS MATERIALS

32.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

32.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

33. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

33.1 Owner's responsibility:

33.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

33.2 Contractor's responsibility:

33.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

33.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

SPECIAL CONDITIONS

80TH STREET FOOTING DRAIN COLLECTOR WINDSOR HEIGHTS, IOWA

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1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located in public right-of-way in the City of Windsor Heights, Iowa.

3. RIGHT-OF-WAY

- 3.1 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the right-of-way provided.
- 3.2 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.

Special Conditions

- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize service interruptions, interruptions to businesses and private properties, and to minimize use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.
- 5.2 Allow City to notify property owners or tenants 1 week in advance of disruption to property access.

6. SERVICE FACILITIES

- 6.1 Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. STORAGE OF MATERIALS AND EQUIPMENT

- 7.1 Storage areas shall be subject to approval of Engineer.
- 7.2 Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide suitable protection necessary for proper storage of materials and equipment.
- 8.2 Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
 - 8.2.1 Provide Owner and Engineer with at least two telephone numbers where Contractor's representative can be reached evenings, weekends and holidays in event of emergency.

Special Conditions

- 8.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.

9. INSURANCE BY CONTRACTOR

- 9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 9.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
 - 9.1.4 Umbrella liability (applying directly in excess of above liability coverages); \$2,000,000 combined single limit; \$2,000,000 aggregate.
- 9.2 Owner reserves right to approve insurance company.
- 9.3 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.4 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

Special Conditions

- 9.5 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.

10. CONTRACTOR'S RESPONSIBILITY

- 10.1 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs and structures not shown for removal.
- 10.2 Cooperate with Owner, Engineer, and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

11. POSITION, LINE AND GRADE

- 11.1 Construct to lines and grades shown on plans or as specified hereinafter.
- 11.2 Contractor shall provide detailed survey and staking for location, elevation and grade of construction.
- 11.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- 11.4 Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.
- 11.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

12. EMPLOYMENT PRACTICES

- 12.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

13. HISTORICAL/ARCHAEOLOGICAL FINDS

- 13.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

PLANS LIST

80TH STREET FOOTING DRAIN COLLECTOR
WINDSOR HEIGHTS, IOWA

1. PLANS

- 1.1 The work shall conform to the following drawings (included herewith) and Standard Drawings which constitute the "plans" and are an integral part of the Contract Documents.

<u>Title</u>	<u>Drawing Number</u>	<u>Revision Number</u>
INDEX AND TITLE SHEET	12970-1	
ESTIMATED PROJECT QUANTITIES	12970-2	
PLAN AND PROFILE 80 TH STREET	12970-3	
PLAN AND PROFILE 80 TH STREET	12970-4	
PLAN AND PROFILE 80 TH STREET	12970-5	

SUDAS Standard Drawings

Not bound within the Plans and Specifications; refer to SUDAS Standard Specifications, 2015 Edition