

**SPECIFICATIONS
FOR
CITY OF BONDURANT, IOWA
PARK SIDE TRAIL CONNECTION PROJECT**

S-H PROJECT NO. 2142301580



**SPECIFICATIONS
FOR
CITY OF BONDURANT, IOWA
PARK SIDE TRAIL CONNECTION PROJECT

S-H PROJECT NO. 2142301580**



	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 _____ Date _____
	Printed or Typed Name <u>David R. Fliehler, PE</u>
	License Number <u>23509</u>
	My License Renewal Date is: <u>12-31-2025</u>
Pages, Sheets, or Divisions covered by this Seal: Project Manual	

TABLE OF CONTENTS

**PARK SIDE TRAIL CONNECTION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142301580**

TITLE

NOTICE OF HEARING AND LETTING 3
INSTRUCTION TO BIDDERS 5
PROPOSAL 10
AUTHORIZATION TO TRANSACT 15
BIDDER STATUS FORM 16
BID BOND 17
CONTRACT 19
PERFORMANCE BOND 21
REGULATIONS OF THE CONTRACT 23
SUPPLEMENTAL REGULATIONS OF THE CONTRACT 42
SPECIAL CONDITIONS 43
PLAN LIST 47
DETAILED SPECIFICATIONS 48
APPENDIX A – CONTRACT PROVISION – TARGETED SMALL BUSINESS (TSB) 67

NOTICE OF HEARING AND LETTING

Sealed bids will be received by the City of Bondurant City Clerk's Office at 200 2nd Street NE, Bondurant, Iowa 50035, until **2:00 p.m.** on **Wednesday, June 12, 2024**, for the following described public improvement:

PARK SIDE TRAIL CONNECTION PROJECT BONDURANT, IOWA S-H PROJECT NO. 2142301580

At the above time all bids received by the City will be opened and publicly read at the Bondurant City Hall (200 2nd St NE, Bondurant, IA 50035) after receiving bids at **2:00 p.m.** on **June 12, 2024** with the results being reported to the Bondurant City Council at their meeting on **June 17, 2024** at **6:05 p.m.** At which time the Council may take action on the proposals submitted or at such time as may then be fixed.

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

The Park Side Trail Connection Project entails the development of a 10' PCC trail segment spanning approximately 1,100 linear feet. This trail will serve as a vital link between the Top Farms and Park Side neighborhoods situated north of Santiago Creek and key destinations such as the Bondurant Recreational Sports Complex (BRSC), Lake Petocka, and the Chichaqua Valley Trail (CVT) network. At the Santiago Creek crossing, the project will feature a twin 10'x8' box culvert along with in-stream improvements. Sidewalk connections will provide access to the Petocka Run Development and BRSC Little League Fields. Enhancements along the trail corridor and around Park Side Pond will include planting of trees, additional landscaping, and installation of two limestone fishing jetties.

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 Shive-Hattery, Inc. 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 Clerk of Bondurant, 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 total 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 Bondurant, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Bondurant 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 in the form of surety for a period of four (4) years from the time of acceptance by the City.

NOTICE OF HEARING AND LETTING

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.

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

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Work on said project shall commence any time after the contract has been awarded (**June 17, 2024**) and shall be fully completed by **May 30, 2025**. Final Completion generally includes full restoration and seeding of the site and all other items not related to construction of the trail, sidewalks, and box culvert. Substantial Completion shall be reached by **November 22, 2024**. Substantial Completion shall include the construction of the box culvert, all in-stream improvements, fishing jetties, and trail and sidewalk sections open for public use.

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 statutes and the contract documents.

Bidding forms may be obtained from Action Reprographics, 5037 NE 14th Street, Des Moines, IA 50313, Phone: 515.288.2146, Email: planroom.actionrepro.com. Copies of Plans and Specifications and contract documents can be obtained at the same address.

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

Publish: By no later than May 21, 2024

Shelby Hagan, City Clerk

INSTRUCTIONS TO BIDDERS

PARK SIDE TRAIL CONNECTION BONDURANT, IOWA S-H PROJECT NO. 2142301580

INDEX

1.	GENERAL STATEMENT	11.	CONTRACT TERMINATION
2.	LAWS AND REGULATIONS	12.	PREFERENCE FOR LABOR AND MATERIALS
3.	BIDDER'S KNOWLEDGE	13.	EXECUTION OF CONTRACT
4.	BIDDER'S QUALIFICATIONS	14.	QUESTIONS AND ADDENDA
5.	METHOD OF BIDDING	15.	PRECONSTRUCTION CONFERENCE
6.	SUBMISSION OF BIDS	16.	APPROVAL OF MATERIALS
7.	BID SECURITY	17.	PERIOD OF GUARANTEE AND BONDS
8.	WITHDRAWAL OF BIDS	18.	METHOD OF PAYMENT
9.	EVALUATION OF BIDS	19.	IOWA RECIPROCAL PREFERENCE
10.	TAXES		

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 their 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. Lowest Bid will be determined by the lowest Base Bid, exclusive of any Alternates, Allowances, or Unit Prices.

INSTRUCTIONS TO BIDDERS

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:

TO: City Clerk
City of Bondurant
200 2ND Street NE
Bondurant, Iowa 50035

PROPOSAL FOR: PARK SIDE TRAIL CONNECTION PROJECT
S-H Project No. 2142301580

BID SECURITY FOR: PARK SIDE TRAIL CONNECTION PROJECT
S-H Project No. 2142301580

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 CLERK, CITY OF BONDURANT, IOWA and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Bondurant 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.

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, responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.

INSTRUCTIONS TO BIDDERS

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 City of Bondurant will issue an Iowa Sales Tax Exemption Certificate to all contractors assigned to the project.

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.

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; provided 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 of 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:

David Fliehler, Project Engineer
Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515.223.8104
Email: DFliehler@shive-hattery.com

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 affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.

INSTRUCTIONS TO BIDDERS

- 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.
- 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.
- 18.2 No separate payment will be made for work covered in this part of the Specifications except as set out below. Contract Unit and Lump Sum Prices shall include all costs for every item of work.
- 18.3 If items of work are revised during construction, which are not shown on Proposal, Contract Price shall be adjusted on basis of Unit or Lump Sum Price negotiated with Contractor.

19. IOWA RECIPROCAL PREFERENCE

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

PROPOSAL

**PARK SIDE TRAIL CONNECTION PROJECT
S-H PROJECT NO. 2142301580**

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 BONDURANT
 200 2nd STREET NE
 BONDURANT, IOWA 50035**

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 as a Bidder also acknowledges that Award of the Contract will be made to the lowest responsible/responsive Bidder with the lowest Bid being determined by the lowest Base Bid, exclusive of any Alternates, Allowances, or Unit Prices.

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:

PROPOSAL

(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 Bondurant, 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 Bondurant, Bondurant City Clerk, if at
any time they learn this certification has become erroneous by reason of changed circumstances.

Bidder: _____
By: _____
Title: _____
Date: _____

PROPOSAL

PARK SIDE TRAIL CONNECTION PROJECT S-H PROJECT NO. 2142301580

1. Construct the **PARK SIDE TRAIL CONNECTION PROJECT, S-H Project No. 2142301580** for the following Unit and Lump Sum Prices.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED PRICE
1	CLEARING AND GRUBBING	LS	1	\$	\$
2	TOPSOIL, STRIP, SALVAGE AND SPREAD	CY	1595.0	\$	\$
3	EXCAVATION, CLASS 10	CY	775.0	\$	\$
4	MODIFIED SUBBASE, 6 IN.	SY	1830.0	\$	\$
5	REMOVALS, PER PLAN	LS	1	\$	\$
6	STORM SEWER, TRENCHED, DUAL WALL POLYPROPYLENE, 12 IN.	LF	38.0	\$	\$
7	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	\$
8	REINFORCED CONCRETE BOX CULVERT, TWIN 10X8	LF	24.0	\$	\$
9	REINFORCED CONCRETE BOX CULVERT STRAIGHT END SECTION, TWIN 10X8	EA	2	\$	\$
10	GRANULAR MATERIAL FOR WORKING BLANKET	TON	111.0	\$	\$
11	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	SY	1950.0	\$	\$
12	SHARED USE PATH, PCC, 6 IN.	SY	1100.0	\$	\$
13	SIDEWALK, PCC, 5 IN.	SY	210.0	\$	\$
14	DRIVEWAY, GRANULAR, 6 IN.	TON	4.0	\$	\$
15	PAVEMENT REMOVAL	SY	20.0	\$	\$
16	3/8" MINUS CRUSHED LIMESTONE, 5 IN.	TON	14.0	\$	\$

PROPOSAL

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED PRICE
17	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
18	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 1	AC	2.2	\$	\$
19	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 3	AC	0.3	\$	\$
20	HYDRAULIC SEEDING, FERTILIZING SUDAS TYPE 5	AC	3.1	\$	\$
21	HYDRAULIC SEEDING, FERTILIZING CUSTOM POLLINATOR SEED MIX	AC	0.2	\$	\$
22	HYDRAULIC SEEDING, FERTILIZING SUDAS WETLAND GRASS SEED MIX	AC	0.4	\$	\$
23	PLANTS WITH WARRANTY, TREE	EA	30	\$	\$
24	PLANTS WITH WARRANTY, PERENNIALS AND ORNAMENTAL GRASSES PLUG	EA	2567	\$	\$
25	SWPPP PREPARATION	LS	1	\$	\$
26	SWPPP MANAGEMENT	LS	1	\$	\$
27	FILTER SOCK, 9 IN.	LF	900.0	\$	\$
28	FILTER SOCK, REMOVAL	LF	900.0	\$	\$
29	TEMPORARY RECP, EROSION CONTROL BLANKET	SQ	250.0	\$	\$
30	RIP-RAP, CLASS E	TON	135.0	\$	\$
31	TEMPORARY SEDIMENT BASIN AND CHECK DAM	LS	1	\$	\$
32	SILT FENCE OR DITCH CHECK	LF	750.0	\$	\$
33	SILT FENCE OR DITCH CHECK, REMOVAL OF SEDIMENT	LF	750.0	\$	\$

PROPOSAL

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	EXTENDED PRICE
34	SILT FENCE OR DITCH CHECK, REMOVAL OF DEVICE	LF	750.0	\$	\$
35	EROSION CONTROL MULCHING, HYDROMULCH	AC	6.2	\$	\$
36	HARDWOOD MULCH SURFACING	CY	37.0	\$	\$
37	DECORATIVE STEEL FENCE, 48 IN.	LF	44.0	\$	\$
38	DECORATIVE STEEL FENCE, 60 IN.	LF	82.0	\$	\$
39	WEST LIMESTONE FISHING JETTY	LS	1	\$	\$
40	EAST LIMESTONE FISHING JETTY	LS	1	\$	\$
41	CONSTRUCTION SURVEY*	LS	1	\$10,000*	\$10,000*
42	MOBILIZATION	LS	1	\$	\$
43	CONCRETE WASHOUT	LS	1	\$	\$
*Services By Shive Hattery				BID TOTAL:	\$

2. Work on said project shall commence any time after the contract has been awarded (**June 17, 2024**) and shall be fully completed by **May 30, 2025**. Final Completion generally includes full restoration and seeding of the site and all other items not related to construction of the trail, sidewalks, and box culvert. Substantial Completion shall be reached by **November 22, 2024**. Substantial Completion shall include the construction of the box culvert, all in-stream improvements, fishing jetties, and trail and sidewalk sections open for public use.

4. Required Attachment(s):

- Authorization to Transact Business
- Bidder Status Form
- Bid Bond
- Targeted Small Business Pre-Bid Contact Information Form

AUTHORIZATION TO TRANSACT

Worksheet: Authorization to Transact Business

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

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

BIDDER STATUS

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.

309-6001 02-14

BID BOND

**PARK SIDE TRAIL CONNECTION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142301580**

KNOW ALL MEN BY THESE PRESENTS, That we, _____
as Principal, and _____, as Surety are held and firmly bound unto
the CITY OF BONDURANT, 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 _____,
2024, for the **PARK SIDE TRAIL CONNECTION PROJECT, S-H Project No. 2142301580**.

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., 2024.

_____ Witness Principal

(Seal)

By _____
(Title)

(Surety)

By _____
(Attorney-in-Fact)

CONTRACT

**PARK SIDE TRAIL CONNECTION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142301580**

STATE OF IOWA }
 } ss.
COUNTY OF POLK }

THIS AGREEMENT AND INDENTURE made and entered into this, the _____ day of _____, 2024, by and between the CITY OF BONDURANT, IOWA, termed in this Agreement and the Specifications as the “Owner”, and _____, termed in this Agreement and the Specifications as the “Contractor”.

WITNESSETH:

THAT, WHEREAS, The Contractor will commence and complete the construction of the following improvements known as the **PARK SIDE TRAIL CONNECTION PROJECT, S-H Project No. 2142301580.**

WHEREAS, The Owner has heretofore caused to be prepared certain Contract Documents for furnishing material and constructing improvements therein fully described, and the Contractor did, on the ____ day of _____, _____, file with the Owner a copy of said Contract Documents, including therein his offer and Proposal to furnish said materials and construct said improvements at the terms therein fully stated and set forth; and,

WHEREAS, The said Contract Documents and Proposal accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the material and construct the improvements called for by the said Plans and Specifications and in the manner and time of furnishing and constructing same.

IT IS THEREFORE, AGREED;

FIRST, That a copy of said Contract documents and Proposal filed as aforesaid are a part hereof and that the same do in all particulars become the Agreement and Contract between the parties hereto in all matters and things set forth therein and described; that both parties hereby accept and agree to the terms and conditions of said Contract Documents and Proposal so filed; and further that the part or parts of the Proposal accepted and the compensation therefore are as follows:

SECOND, The Contract Documents and Proposal hereto annexed are made a part of this Agreement and Contract as fully and absolutely as if herein set out in detail.

THIRD, This Contract is executed in three copies, each of which will be deemed an original with distribution as follows: Owner – one (1) copy, Contractor – one (1) copy, Bonding Company – one (1) copy.

CONTRACT

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

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Proposal
- D. Authorization to Transact
- E. Bidder Status
- F. Bid Bond
- G. Contract
- H. Performance Bond
- I. Regulations of the Contract
- J. Supplemental Regulations of the Contract
- K. Special Conditions
- L. Detailed Specifications
- M. Plans Numbered
A.1-3, B.1, C.1-4, D.1-2, E.1, G.1-2, P.1-6, V.1, W.1-3
- N. Standard Drawings
- O. Addenda Number ____ through ____.
- P. Change Orders Number ____ through ____.
- Q. 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 BONDURANT, IOWA

By: _____

Shelby Hagan
City Clerk

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

PERFORMANCE BOND

**PARK SIDE TRAIL CONNECTION PROJECT
BONDURANT, IOWA
S-H PROJECT NO. 2142301580**

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 Bondurant, 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.

PARK SIDE TRAIL CONNECTION PROJECT, S-H Project No. 2142301580

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, 2019, 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 to all rights, powers and remedies given to Owner

PERFORMANCE BOND

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

BONDURANT, IOWA

PARK SIDE TRAIL CONNECTION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142301580

INDEX

1. GENERAL STATEMENT	17. SAFETY REGULATIONS
2. DEFINITIONS	18. MATERIALS AND WORKMANSHIP
3. CONTRACTOR'S OBLIGATIONS	19. SHOP DRAWINGS
4. ENGINEER'S OBLIGATIONS	20. USE OF COMPLETED WORK
5. BOND	21. CHANGED WORK
6. INSURANCE	22. DISPUTED CLAIMS
7. ASSIGNMENT OF CONTRACT	23. SUSPENSION OF WORK
8. SUB-CONTRACTS	24. OWNER'S RIGHT TO DO WORK
9. OTHER CONTRACTS	25. CONTRACT TERMINATION
10. LEGAL RESTRICTIONS	26. CONTRACTOR'S RIGHTS
11. ROYALTIES AND PATENTS	27. TIME OF COMPLETION
12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS	28. DELAYS
13. SUPERVISION	29. PAYMENTS
14. LINE AND GRADE	30. PAYMENTS WITHHELD
15. SUPERINTENDENCE	31. SALES TAX
16. PROTECTION OF WORK	32. REMEDIES

1. GENERAL STATEMENT

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance 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 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.

REGULATIONS OF THE CONTRACT

- 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 Affect 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 ensure the execution of the Contract in the time and in the manner prescribed.
- 4.2 All work performed under this Contract shall be done in a first-class manner, and done to the satisfaction of the Owner. The 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.

REGULATIONS OF THE CONTRACT

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 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.

REGULATIONS OF THE CONTRACT

- 6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;
- 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
- A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or
- B. by the other person;
- 6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,
- 6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- 6.3 Limits of Liability
- 6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified 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 |

REGULATIONS OF THE CONTRACT

6.4 Contractual Liability Insurance

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

- A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.
- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

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

REGULATIONS OF THE CONTRACT

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

7. ASSIGNMENT OF CONTRACT

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

8. SUB-CONTRACTS

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

9. OTHER CONTRACTS

- 9.1 The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate the Contractor's work with theirs.
- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.

REGULATIONS OF THE CONTRACT

- 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 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.

REGULATIONS OF THE CONTRACT

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.

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.

REGULATIONS OF 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 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 benchmarks 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.

REGULATIONS OF THE CONTRACT

- 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.

15. SUPERINTENDENCE

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

16. PROTECTION OF WORK

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passageways, 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.

REGULATIONS OF THE CONTRACT

- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.
- 16.4 The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

17. SAFETY REGULATIONS

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

18. MATERIALS AND WORKMANSHIP

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

19. SHOP DRAWINGS

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

REGULATIONS OF THE CONTRACT

- 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 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.

REGULATIONS OF THE CONTRACT

- 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 “Cost” in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.
- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.
- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.
- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor’s attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

REGULATIONS OF THE CONTRACT

22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.
- 22.3 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
- 22.4 Any claim of the Contractor denied in whole or in part by the Owner or Engineer may be submitted to arbitration as set forth in Article 32.

23. SUSPENSION OF WORK

- 23.1 The Owner may at 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.

REGULATIONS OF THE CONTRACT

24. OWNER'S RIGHT TO DO WORK

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

REGULATIONS OF THE CONTRACT

- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending arbitration or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

26. CONTRACTOR'S RIGHTS

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

27. TIME OF COMPLETION

- 27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.
- 27.2 Substantial Completion will be determined by the engineer as follows. To achieve substantial completion for a given phase, the contractor must complete the following items:
- 27.2.1 Trail, sidewalk, and all other paved areas shall be installed and open for public use.
 - 27.2.2 Box culvert, railing and all work associated with the crossing at Santiago Creek
 - 27.2.3 All storm sewer / utility items installed.
 - 27.2.4 Finish grading and topsoil placement.
 - 27.2.5 Stabilization of the site in accordance with the SWPPP.

REGULATIONS OF THE CONTRACT

- 27.2.8 Tress, perennials, seeding, or other permanent installation of site restoration is not required to be completed to achieve substantial completion provided such installation is ready to be completed at such time as appropriate weather and time of year allow for installation per the project plans and specifications.

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.

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.

REGULATIONS OF THE CONTRACT

31. SALES TAX

- 31.1 The City of Bondurant will issue an Iowa Sales Tax Exemption Certificate to all contractors assigned to the project.

32. REMEDIES

- 32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Polk County.
- 32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.
- 32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association (“AAA”).
- 32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.
- 32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.
- 32.6 The arbitrators’ award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.
- 32.7 Nothing contained herein shall increase or otherwise expand the Owner’s obligation to pay the Contractor other than documented and audited cases in accordance with the Owner’s rules and regulations, regarding cost or pricing data and analysis and cost principles.

END OF SECTION

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

PARK SIDE TRAIL CONNECTION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142301580

INDEX

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

1. PURPOSE

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

2. LOCATION

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

3. COPIES OF PLANS AND SPECIFICATIONS

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to three (3) 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;
- 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.

SPECIAL CONDITIONS

PARK SIDE TRAIL CONNECTION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142301580

INDEX

1. FORM OF TECHNICAL SPECIFICATIONS	8. SOIL BORINGS
2. NOTICE TO PROCEED	9. CONSTRUCTION ON HIGHWAY RIGHT OF WAY
3. SERVICE FACILITIES	10. EMPLOYMENT PRACTICES
4. MINOR WORK	11. WORK HOURS
5. WASTE SITES	12. DUST ABATEMENT
6. WORKING DAYS	13. WATER USAGE
7. CONSTRUCTION FACILITIES BY CONTRACTOR	14. QUANTITIES
	15. PROJECT FUNDING REQUIREMENTS

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 Bondurant, 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 Bondurant 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.

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.

SPECIAL CONDITIONS

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 construction debris recycling center or salvage yard of the Contractor's choice with the Engineer's approval or an approved hazardous waste disposal site if required. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item. All salvage material payments or rebates are to be credited back to the Owner and receipts or documentation provided.

6. WORKING DAYS

- 6.1 Work will be permitted Monday through Fridays. A 48-hour notice shall be provided to the engineer or inspector prior to work on Saturdays or Sundays. If work is to occur during an observed holiday (included below), which requires inspection, a 1-week notice shall be provided to the engineer or inspector.

- 6.2 Holidays are observed as follows:

- New Year's Day: Monday, January 1, 2024
- Martin Luther King Jr. Day: Monday, January 15, 2024
- Presidents' Day: Monday, February 19, 2024
- Memorial Day: Monday, May 27, 2024
- Juneteenth: Wednesday, June 19, 2024
- 4th of July: Thursday, July 4, 2024
- Labor Day: Monday, September 2, 2024
- Veterans Day: Friday, November 11, 2024
- Thanksgiving: Thursday, November 28, 2024
- Friday after Thanksgiving: Friday, November 29, 2024
- Christmas Eve (observed): Tuesday, December 24, 2024
- Christmas Day: Wednesday, December 25, 2024

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.

SPECIAL CONDITIONS

- 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.
- 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.

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/herself, others employed on the Project, or the public.
- 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, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, 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, gender identity, sexual orientation, race, color, religion, national origin, marital status, age, veteran status, 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 7:00 a.m. to 10:00 p.m., Sunday through Saturday unless noted otherwise. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from 7:00 a.m. to 7:00 p.m.

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.

SPECIAL CONDITIONS

13. WATER USAGE

- 13.1 Bondurant Public Works will provide the Contractor a nominal amount of water on the Project free of charge for watering sod only, with the following requirements:
 - 13.1.1 The water is to be metered and the Contractor must obtain the meter from the Bondurant Public Works 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 Bondurant Public Works.
 - 13.1.3 The Contractor will only use hydrants that have been previously approved by the Bondurant Public Works 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.
 - 13.1.5 The water provided on the Project free of charge will consist of 870 gallons of water per square (100 square feet) of sod installed on the Project. Additional water usage shall be the sole responsibility of the Contractor. Additional water shall be paid for at the current Bondurant Public Works rate.
 - 13.1.6 The Contractor must notify Bondurant Public Works prior to using the assigned water meter on any other project.

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.

15. PROJECT FUNDING REQUIREMENTS

- 15.1 Division 1 of the project contains federal funding through the Land and Water Conservation Fund. As such the Build America, Buy America Law DOI Small Grants Waiver applies to Division 1 of the project.
- 15.2 The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. **No TSB Goal has been assigned to this project.**
 - 15.2.1 Contractor shall complete TSB Pre-Bid Contact Information Form and included in the bid submission. Refer to Appendix A for TSB Contract Provision and Pre-Bid Contact Form.

PLAN LIST

PARK SIDE TRAIL CONNECTION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142301580

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.

Index of Sheets	Drawing Number	Revision Number
Title Sheet	A.1	
Legend and Symbols	A.2	
Overall Project Limits	A.3	
Typical Sections	B.1	
Estimated Project Quantities	C.1	
Estimate Reference Notes	C.2 – C.3	
General Notes	C.4	
Mainline Plan and Profile	D.1 – D.2	
Sidewalk Connection Plan and Profile	E.1	
Alignment Data	G.1 – G.2	
Landscape Plan	P.1 – P.3	
Landscape Schedule	P.4	
Fishing Note Detail	P.5	
Planting Details	P.6	
Culvert Situation Plan	V.1	
Mainline Cross Sections	W.1 – W.3	

DETAILED SPECIFICATIONS

PARK SIDE TRAIL CONNECTION PROJECT, BONDURANT, IOWA S-H PROJECT NO. 2142301580

INDEX

1.	FORM	12.	TEMPORARY WORK
2.	INTENT	13.	TRAFFIC CONTROL
3.	INTERPRETATION	14.	REMOVAL AND REPLACEMENT OF
4.	WORK INCLUDED		IRRIGATION SYSTEMS
5.	STARTING AND COMPLETION TIMES	15.	STORAGE OF MATERIALS AND EQUIPMENT
6.	INFORMATION FOR ENGINEER	16.	HISTORICAL AND
7.	PLANS AND SPECIFICATIONS		ARCHAEOLOGICAL AUDITS
8.	STANDARDS AND CODES	17.	EROSION CONTROL AND
9.	MATERIAL TESTS		NPDES STORMWATER PERMIT
10.	FIELD TESTS	18.	LANDSCAPE PLANTING
11.	RESPONSIBILITY OF CONTRACTOR		

1. FORM

- 1.1 Detailed Specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To required performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

- 3.1 Report errors or ambiguities in Specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of Specifications; Engineer's interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Construct Improvements as set out in NOTICE OF HEARING AND LETTING and these Contract Documents.

DETAILED SPECIFICATIONS

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that the Notice to Proceed will be issued within 30 calendar days after the award of contract. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

6. INFORMATION FOR ENGINEER

- 6.1 After award of Contract submit following information and drawings for Engineer's review. Total number of reviewed copies required for distribution: four (4) and all copies required by Contractor.
 - 6.1.1 Manufacturer's Specifications and catalog data for manhole steps, covers and frames, castings, and other special items.
 - 6.1.2 Shop Drawings showing reinforcing steel details, structural steel and supports.
 - 6.1.3 Such other information as Engineer may request.
- 6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work. After initiation of construction, provide bi-weekly written report of construction schedule for following 2-week period.
- 6.3 Provide two (2) copies of the following information:
 - 6.3.1 Purchase orders without prices and subcontracts with prices.
 - 6.3.2 Shipping papers for all material.
 - 6.3.3 All material test reports.
 - 6.3.4 Concrete mix design; submit 8 days before proposed mix is to be used.

7. PLANS AND SPECIFICATIONS

- 7.1 Engineer will furnish up to three (3) sets of Plans and Specifications after award of Contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 7.2 Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.
- 7.3 Provide one (1) set of Plans and Specifications for each foreman or superintendent in charge of each crew on job.

8. STANDARDS AND CODES

- 8.1 Do work in accordance with best present-day installation and construction practices.

DETAILED SPECIFICATIONS

- 8.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
 - 8.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 8.2.2 American Concrete Institute (ACI).
 - 8.2.3 American Institute of Steel Construction (AISC)
 - 8.2.4 American National Standards Institute (ANSI).
 - 8.2.5 American Society of Testing and Materials (ASTM).
 - 8.2.6 American Water Works Association (AWWA).
 - 8.2.7 American Standards Association (ASA)
 - 8.2.8 American Welding Society (AWS).
 - 8.2.9 Federal Specifications (FS).
 - 8.2.10 Iowa Statewide Urban Design and Specifications (SUDAS) 2023 Edition
 - 8.2.11 Iowa Occupational Safety and Health Act of 1972 (Chapter 83, Code of Iowa 1987) (IOSHA).
 - 8.2.12 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - 8.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
 - 8.2.14 Manual on Uniform Traffic Control Devices (MUTCD).
 - 8.2.15 American Disabilities Act (ADA)
 - 8.2.16 Standards and Codes of the State of Iowa and applicable local standards and codes of the City of Bondurant and Polk County.
 - 8.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

9. MATERIALS TESTS

- 9.1 Includes all materials tests or tests specified hereinafter.
- 9.2 Employ testing laboratory approved by Engineer to show that construction materials comply with Specifications.

DETAILED SPECIFICATIONS

- 9.3 Incorporate no materials in work until laboratory tests have been furnished which show that materials comply with Specifications.
- 9.4 All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- 9.5 Incorporate no material in work until laboratory tests have been furnished which show materials comply with specification.
- 9.6 Laboratory tests for materials:
 - 9.6.1 Reinforced concrete pipe: Test two (2) pieces of each diameter of each class furnished; check reinforcing size and placement; ASTM C76.
 - 9.6.2 Vitrified clay pipe: Test two (2) pieces of each diameter furnished, ASTM C301.
 - 9.6.3 Ductile iron pipe: Certify that pipe conforms to ANSI A21.51.
 - 9.6.4 Steel pipe: Certify that pipe conforms to ASTM A53.
 - 9.6.5 Other pipe: Certify that pipe conforms to applicable Specifications.
 - 9.6.6 Cement: Bin sample for entire requirement, ASTM C150.
 - 9.6.7 Concrete aggregates: One (1) sample of each, ASTM C33.
 - 9.6.8 Reinforcing steel: Furnish original and one copy of certified test report by manufacturer.
 - 9.6.9 Welded wire fabric: Furnish original and one copy of certified test report by manufacturer.

10. FIELD TESTS

- 10.1 Notify Engineer when installation is complete and ready for testing.
- 10.2 Owner will retain testing laboratory and conduct all field tests and determine location of tests.
- 10.3 If test results do not meet those specified, make necessary corrections and repeat tests to demonstrate that test requirements are satisfied.

11. RESPONSIBILITY OF CONTRACTOR

- 11.1 Protection of the work.
- 11.2 Protection of all property from injury or loss resulting from his operations.
- 11.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.

DETAILED SPECIFICATIONS

- 11.4 Cooperate with Owner, Engineer and representative utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.
- 11.5 Keep cleanup current.
- 11.6 Comply with all Federal, State of Iowa, Polk County and City of Bondurant Laws and Ordinances.
- 11.7 Keep existing sewers in continuous operation without bypassing.

12. TEMPORARY WORK

- 12.1 Make all temporary service connections necessary for maintaining utility service during the course of the work.
- 12.2 Construct temporary drains to keep work in the dry; maintain new improvements as directed by Engineer.
- 12.3 Construct temporary asphalt surfaces as directed, in order to enhance traffic control.

13. TRAFFIC CONTROL

- 13.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor. Maintenance shall include sign washing as required by the Engineer.
- 13.2 Location and arrangement: Conform to Ordinances, Laws and MUTCD; meet approval of Owner and Engineer.
- 13.3 Responsibility: Maintain, control, and protect traffic within construction area including side street crossings, temporary run-arounds, use of one or more lanes and related operations and detours outside construction area.
- 13.4 Closing or partially closing streets: Close or restrict traffic in streets only with permission of Engineer; provide for maximum safety and convenience of public; open street when work is complete or as directed by Engineer. Access to private property must be maintained during construction.
- 13.5 Emergency traffic: Provide continuous access for police, fire and emergency vehicles.
- 13.6 Take every precaution to protect pedestrian and vehicle traffic.

14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS

- 14.1 Irrigation lines and sprinkler heads may exist along this project. It is the Contractor's responsibility to determine the location and types of irrigation systems to be encountered and the total work to be completed under this paragraph.

DETAILED SPECIFICATIONS

- 14.2 Remove parts of irrigation systems within as necessary to complete the grading, paving and utility adjustments. Cap off ends or modify systems where removals occur to allow the system's owner continued use of the remaining system. Notify owner of work completed so that necessary repairs can be completed by them.

15. STORAGE OF MATERIALS AND EQUIPMENT

- 15.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 15.2 Storage areas shall be subject to approval of Engineer.
- 15.3 Store materials and equipment in manner which will preserve their quality and fitness.

16. HISTORICAL/ARCHAEOLOGICAL AUDITS

- 16.1 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.

17. EROSION CONTROL AND NPDES STORMWATER PERMIT

- 17.1 This project is subject to Section 402 (b) of the Clean Water Act and Iowa Code Section 455B.174 and 567 IAC 64.4 (projects disturbing one (1) or more total acres) and requires issuance of a National Pollution Discharge Elimination System (NPDES) General Permit No. 2, or an individual NPDES Permit for Stormwater Discharge Associated with Industrial Activity for Construction Activities.
- 17.2 Contractor shall be the responsible party for obtaining authorization, implementing and complying with a General Permit No. 2 for Stormwater discharge for the construction activities associated with the project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor shall not rely on any stormwater discharge permitting or efforts already undertaken by the City of Bondurant for this project, including but not limited to those referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.
- 17.3 Contractor shall be responsible to retain or engage persons knowledgeable in the preparation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan shall be prepared by the Contractor in a manner that complies with all Iowa Department of Natural Resources applicable requirements.

DETAILED SPECIFICATIONS

- 17.4 Contractor shall be the responsible party for publishing notice in newspapers as required for General Permit No. 2. The Contractor will be the responsible party for preparing and submitting Notice of Intent to the Iowa Department of Natural Resources for General Permit No. 2. The Contractor shall be responsible to pay all fees and costs associated with the preparation of the Storm Water Pollution Prevention Plan, publication of the notice and filing of Notice of Intent for coverage under General Permit No. 2.
- 17.5 The Contractor is responsible for implementation, inspection, maintenance, and monitoring compliance with the Storm Water Pollution Prevention Plan requirements and General Permit No.2.
- 17.6 All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certifications must be signed in accordance with the signatory requirements found in the permit and must be incorporated in the Storm Water Pollution Prevention Plan.
- 17.7 In the event that the Iowa Department of Natural Resources considers the Owner to be a co-permittee, the Contractor agrees to indemnify and hold harmless the Owner for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to fines and penalties.
- 17.8 References to silt fences and other erosion control devices or measures, if any, in the specifications or on the plans are intended to illustrate typical erosion control measures to be implemented by the Contractor. References in the plans or specifications shall not be considered a part of the Storm Water Pollution Prevention Plan. The occasion that erosion control measures or devices are not indicated on the plans or in the specifications does not waive the Contractor's responsibilities associated with the NPDES Storm Water permit nor the Storm Water Pollution Prevention Plan.
- 17.9 Contractor is responsible for developing the phasing and staging plans for implementation of the Storm Water Pollution Prevention Plan.
- 17.10 The Contractor is responsible for filing the Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of permit.
- 17.11 The Contractor is responsible for all fees and fines associated with the permit and permit violations.
- 17.12 The Contractor is responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspection and monitoring required by the permit.
- 17.13 The Contractor is responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction. No construction activity shall commence until General Permit No. 2 has been issued and any requirements contained therein have been met. No extension of time for completion of construction will be granted for delays experienced in issuance or failure to meet requirements of the General Permit No. 2 in a timely manner.
- 17.14 The Contractor is responsible for providing project copies of the Storm Water Pollution Prevention Plan and any updates, inspection reports, and Notice of Discontinuation to the City in a timely manner.

DETAILED SPECIFICATIONS

18. LANDSCAPE PLANTING

PART 1 – GENERAL

1.1 WORK INCLUDED

- A. The Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to install plant material, preparation of soil, fine grading, planting, mulching, landscape stone, guying, pruning, watering, edging, and the proper disposal of any excess earth or debris, maintenance all in accordance with the accompanying Drawings and these Specifications.

1.2 QUALITY ASSURANCE

A. Regulatory Requirements

1. Comply with applicable requirements of Federal, State, and Local laws, regulations and codes having jurisdiction at the project site. The Contractor shall take out all required permits, arrange for all necessary inspections and shall pay any fees and expenses in conjunction with the same as a part of the work under this section.
2. Contractor shall be responsible for certificates of inspection of plant material that may be required by Federal and Local authorities to accompany shipments of plants.
3. The entire installation shall fully comply with all local and state laws and ordinances and with all the established codes applicable thereto.
4. Local zone hardy plant material shall be utilized. Plants shall be grown in Plant zones up to Zone 5 and acquired within the Midwest.

B. Reference Standards

1. "Standardized Plant Names" by the American Joint Committee of Horticultural Nomenclature.
 - a. "American Standard of Nursery Stock" by the American Association of Nurseryman current edition. Standards: All plant materials, methods, etc., are to conform to the Standards of the American Association for Nursery Stock. In the event there is a discrepancy between these standards and this Specification, the most restrictive requirement shall govern.
 - b. Nomenclature: The names of plants required under this Contract conform to those given in the "Standardized Plant Names", current edition, prepared by the American Joint Committee on Horticultural Nomenclature. Names of varieties not included therein conform generally with names accepted in the nursery code.
 - c. American National Standards Institute (ANSI); Publication ANSI/AHIA Z60.1-current edition.
 - d. "Specifications for Turfgrass Sod" by the Sod Producers Association (A.S.P.A.).

C. Inspection of Plant Material

1. The nursery supplier shall tag and photograph all plant material to be delivered to the site. Photographs shall be sent to the Owner and/or Owner's Representative and Contractor for review and coordination.

DETAILED SPECIFICATIONS

2. At the time the plant material is delivered to the job site, the Contractor shall be responsible to inspect plant material and reject any material that does not meet standards detailed in ANSI Publication ANSI/AHIA Z60.1-current edition standards and Section 2.4 of this specification. Plant material shall be unwrapped in order to thoroughly inspect trunk, bark, branches, rootball, leaders and form. If material is rejected it shall be sent back to the nursery at the time of delivery at no additional charge to the owner or contractor.
 3. The Owner and/or Owner's Representative shall be notified of plant inspection times at least 3 days prior by the Contractor once plant delivery has begun.
- D. Coordination
1. Work in conjunction with other trades as directed, taking all reasonable precautions to avoid disturbance or interference with any other operation or installation on the site. Contractors shall be responsible for the cost of replacing any material damaged as a result of his/her negligence.
- E. Points of Inspection: The Contractor shall notify the Owner and/or Owner's Representative at least five (5) days prior to start of work, inspections, or delivery to the Project Site to allow for inspection scheduling for each of the following work activities listed below. The notice must be sent via confirmable email or facsimile transmission to the Owner and/or Owner's Representative.
1. Pre-Installation Meeting: The Contractor shall meet with the Owner and/or Owner's Representative to review schedule, submittals, and project expectations. This meeting shall occur at least 10 days prior to the start of any work or deliveries to the job site.
 2. Plant stock delivery: Contractor shall notify the Owner and/or Owner's Representative at least two (2) days in advance of delivery of plant material. The Owner and/or Owner's Representative must approve all plant material before installation.
 3. Progress Inspections: The Owner's Representative will observe the site to monitor correct planting procedures, coordinate on unexpected site conditions, and inspection of additional plant stock on site.
 4. Punch List Inspection(s): A punch list by the Landscape Architect/Owner's Representative shall be created and sent to the Contractor to coordinate any clean up, plant replacement, and repair. Refer to PART 3 -Section 3.5 for requirements.
 5. One Year Establishment Period Visit to identify replacement plants and maintenance needs. Refer to PART 3.
 6. One Year Warranty Period Visit to identify replacement plants. Refer to PART 3.

1.3 SUBMITTALS

- A. Contractor shall submit the following to the Owner and/or Owner's Representative at least thirty (30) days prior to start of the work
1. The source and supplier of all plant material, planting schedule, fertilizer, hardwood mulch, flagstone, stone boulders, compost and other materials along with the type of equipment to be used on this project.
 2. Photo samples of the following: Mulch, stone products.
- B. Grower's Certificates: Proof of certification of Nursery Stock Grower and Dealer Inspection as well as any other certificates required by governmental authorities.

DETAILED SPECIFICATIONS

- C. Fertilizer Manufacturer's Certificate of Compliance: Written documentation verifying compliance with chemical analysis of fertilizer furnished. Submit to Owner and/or Owner's Representative 5 days prior to delivery.
- D. Substitutions: Substitutions of plant material will not be permitted unless authorized in writing by the Owner and/or Owner's Representative. If proof is submitted that any plant specified is not obtainable, a proposal will be considered for use of the nearest equivalent size or variety with corresponding adjustment of Contract Price. Such proof shall be substantiated and submitted in writing to the Owner and Owner and/or Owner's Representative at least thirty (30) days prior to start of the work under this Section. These provisions shall not relieve the Contractor of the responsibility of obtaining specified materials in advance if special growing conditions or other arrangements must be made in order to supply specified materials.

1.4 STORAGE, HANDLING, AND DELIVERY

A. Storage of Materials

- 1. All materials delivered to the job shall be stored so as to keep them in new condition and free from deterioration. Fertilizer, etc., shall be stored in temporary sheds off-site at Contractor's expense.
- 2. All nursery stock must be kept secure, cool, and moist while being stored. If storing B&B plants on site, store in either a refrigerated truck or heeled into soil or mulch.

B. Packaged Materials

- 1. Deliver packaged materials in unopened containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

C. Plant Material

- 1. Plants shall not be delivered to the site until the corresponding beds are fully prepared and approved. Vegetated material shall be inspected upon delivery at job site by the Contractor. All materials must arrive with identification labels calling out the size and species name. All plant material is subject to rejection by the Contractor, Owner and/or Owner's Representative either at time of delivery or at the 1 year warranty inspection, provided it does not comply with the requirements stated herein. Any rejected stock shall be immediately removed from the premises and replaced with approved stock.
- 2. All plant tags shall stay on plants through planting and shall NOT be removed until Owner and/or Owner's Representative has performed the initial inspection. The plant tags shall be removed, collected, and provided to the owner once Initial Inspection is completed.

1.5 JOB CONDITIONS

A. Examination of Site:

- 1. The bidder must acknowledge that he has examined the site, Drawings and Specifications and the submission of a quotation shall be considered evidence that examinations have been made.

DETAILED SPECIFICATIONS

- a. Field Conditions: The Contractor shall verify drawing dimensions with actual field conditions and inspect related work and adjacent surfaces. The Contractor shall report to the Owner and/or Owner's Representative all conditions which prevent proper execution of this work. The Contractor agrees to be fully responsible for any and all damage which might be occasioned by the Contractor's failure to exactly locate and preserve any and all utilities, structures, and geogrid reinforcement.
 - 1) Soil moisture must be at or below field capacity to avoid destroying the soil structure before any work begins.

1.6 SEQUENCING/SCHEDULING

- A. Planting Time: Proceed with and complete planting as rapidly as portions of the site become available, working within seasonal limitations for each kind of landscape work required.
- B. Allowable Planting Dates:
 1. Evergreen Plants: September 1 to October 15 and prior to June 1, but not after candles exceed 1 inch.
 2. Deciduous Plants (Balled and Burlapped and Container): August 15 to November 15 or the 1st frost of the season and in the spring prior to June 1
 3. Perennials: August 15 to October 15 and prior to June 1.
 4. Weather Restrictions: Planting may be conducted under unseasonable conditions, except in weather below 32 degrees or above 90 degrees. No variance from plant warranty or other requirements will be given for plants installed outside the specified period.

1.7 MATERIALS CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish and all debris associated with their work at all times and all unused materials and debris shall be removed from the site.

PART 2- MATERIALS

2.1 TOPSOIL

- A. Refer to Plan Notes.
- B. Topsoil shall be fertile, natural topsoil, typical of the locality. Stockpiled topsoil may be used if approved by the Owner and/or Owner's Representative. It shall be free of subsoil, slag, clay, stones, lumps, sticks, plants or their roots, toxic substances or other extraneous matter that may be harmful to plant growth or would interfere with future maintenance. Topsoil to have a PH value of minimum 5.4 and maximum 7.0.
- C. Soils receiving seed, sod or plants shall be cultivated to decompact soils from construction activity to a depth of 12".

2.2 PLANTING BED SOIL MIXTURE FOR PLUGS

- A. Cultivate the top 12" of existing topsoil for planting tree holes and beds and blend with 3" organic compost. Submit data for approval.
- B. Very poor soils of clay, gumbo, gravel, hard-pan, or other soils injurious to plants shall not be used. Notify Owner/Owner's Representative if these conditions exist before proceeding.

DETAILED SPECIFICATIONS

2.3 FERTILIZER

- A. All fertilizers shall be horticultural grade complete formula fertilizers and shall conform to the applicable State Fertilizer Laws. Fertilizer shall consist of uniform dry granulated nutrients produced by mining and manufacturing processes and commonly used in the agricultural or lawn care industries. It shall contain the three major plant nutrients of nitrogen, phosphorous, and potassium. Commercial fertilizer may be furnished as a homogenous or blended form. Submit product information for Owner and/or Owner's Representative approval.

2.4 PLANT MATERIALS

- A. Plant Schedule: A list of plant materials is scheduled on the Drawings. In the event of any discrepancy between this schedule and the Plan Drawing showing the plants, the Plan Drawing shall govern.
- B. Certification of inspection of plant materials required by Federal, State, or other governmental agencies to accompany all shipments to be furnished to the Owner and/or Owner's Representative. Plants shall have been grown under climatic conditions similar to those in the locality of the project.
- C. Planting stock shall be well-branched and well formed, sound, vigorous, healthy, free from disease, sun-scale, windburn, abrasion, and harmful insects or insect eggs; and shall have healthy, normal unbroken root systems. Deciduous trees and shrubs shall be symmetrically developed with branches of uniform growth, with straight trunks and central leaders, and free from objectionable disfigurements. One-sided branching plant material will be rejected.
- D. Evergreen trees and shrubs shall have well-developed symmetrical tops with typical spread of branches for each particular species or variety. Evergreen leaders shall be straight and central. Evergreen trees and shrubs shall not be sheared.
- E. Stock Sizes: All stock measurements - caliper, height, branching level, number of canes, ball sizes shall be in strict accordance with the latest edition of the American Standard for Nursery Stock, unless otherwise noted on the plans. Plants used on the project shall meet or exceed all minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets.
- F. Provide plants free of the following:
 - 1. Harmful insects, insect eggs, borers, and all forms of infestation.
 - 2. Plant diseases and moldy or dried roots.
 - 3. Damage to trunk, bark, branches, leaders, root systems, or cut-leaders.
 - 4. Defects, disfiguring knots, sunscald injuries, and frost cracks.
 - 5. Rodent or deer damage to bark and buds.
- G. Plants with broken or cut back terminal leaders will be rejected. Plants with crooked or split leaders will be rejected.
- H. All stock shall be balled and burlapped or container grown stock. Bareroot stock of any kind is unacceptable.
- I. All plant material must be watered the same day it is planted in order to comply with these Specifications.

DETAILED SPECIFICATIONS

- J. Delivered trees with more than 4" or more of soil over the root flare shall be rejected. If after carefully removing the soil over the trunk flare unveils encircling or excessive roots and/or unhealthy conditions the tree will be rejected. The trunk of the tree shall not be more than 10% off center within the rootball. The Contractor, Owner and/or Owner's Representative may open soil balls to inspect for root condition, size, balance, and trunk location within the ball.
- K. Ornamental grasses and perennials shall be inspected by root mass and top growth. Containers shall be removed to ensure roots have grown to the width and the depth of the container and have a solid root mass per ANSI standards to hold the soil ball intact. If root mass is undersized the plant shall be rejected. 1 gallon container plants shall also have a minimum of 6" vertical height.
- L. 6" Plugs to have a solid root mass per ANSI standards to hold the soil ball intact. If root mass is undersized the plant shall be rejected. Plug plants shall also have a minimum of 3" vertical height.

2.5 MULCHES

- A. Double Shredded Hardwood Mulch shall be used in planting beds as indicated on plans:
 - 1. Locally obtained or a proprietary product.
 - 2. Shredded hardwood mulch as approved by the Owner and/or Owner's Representative. No artificially colored mulch will be accepted.
 - 3. Provide 2" depth in strips where plugs are placed, and 3" depth at tree plantings.

2.6 WEED BARRIER & WEEDING

- A. Provide a chemical base weed prevention plan for all planting beds. Apply once installation is complete.
- B. Contractor shall be responsible for weeding of vegetated areas through warranty period.

2.7 STAKING MATERIALS + EDGING

- A. Stakes for tree support shall be steel "T" bar fence post, 6' long, painted dark green with the top 6" painted white.
- B. Hose shall be reinforced garden hose no less than ½" inside diameter or fabric straps or other material approved by the Owner and/or Owner's Representative. Provide hose of adequate length to prevent contact of staking or guying wire with tree trunk.
- C. Provide wire of sufficient gauge to resist breaking during high winds.

2.8 BED EDGING

- A. Provide Spade Cut Edge between turf and plant bed areas.

2.9 WATER

- A. Water shall not contain elements toxic to plant life. It shall be the Contractor's responsibility to obtain water to be used for a temporary watering system of plant material. The Contractor shall coordinate with the Owner to locate the best area for water connection.
- B. Provide temporary watering through the growing season to establish plant material and as needed through the warranty period to keep plant material in a thriving and healthy condition.

DETAILED SPECIFICATIONS

- C. The transition of maintenance responsibilities shall be summarized by the Contractor and provided in written form to the Owner once the Contractor has fulfilled work requirements to ensure watering and maintenance care keeps plants in a thriving condition.

PART 3 – EXECUTION

3.1 GENERAL PREPARATION

A. Protection of Existing Vegetation

1. All areas under drip lines of existing trees shall be kept free of construction equipment, trailers, material storage, and vehicles.
2. Exercise extreme care when working around existing trees to remain. No soil scarification or compaction from construction vehicles shall occur under any existing critical root zone.

B. Clearing

1. All planting bed areas and areas of turf establishment are to be cleared by the Contractor.
2. Clearing shall consist of the satisfactory removal and disposal of brush, rubbish, and other vegetative growth occurring within all proposed turf and planting bed areas unless turf is being over-seeded. All debris associated with this work shall be gathered and removed from the project by the Contractor.

3.2 TREE, SHRUB, AND PERENNIAL INSTALLATION

- A. All planting shall be performed by personnel familiar with the accepted procedure of planting and under the constant supervision of a qualified planting foreman.

- B. All planting is to be done as shown on drawings and as specified herein and in strict accordance with standard horticultural practices.

C. Preparation of Planting Mixture and Beds

1. Plant material locations and planting bed outlines shall be staked on the project site by the Contractor and approved by the Owner and/or Owner's Representative before any plant pits or beds are excavated. Plant material locations and bed outlines may be adjusted by the Owner and/or Owner's Representative to meet field conditions.
2. Mix recommended soil amendments and fertilizers with topsoil at recommended rates. Delay addition of fertilizer if planting mixture will not be used within two (2) days.
3. Planting beds shall be cultivated to a minimum depth of 12".
4. The Contractor shall be responsible for testing percolation rates to measure adequate drainage in the planting area. Where trees, shrubs, or perennials are planted a test bed shall be prepared with the location selected by the Owner and/or Owner's Representative. A percolation test shall be conducted by filling a 16" deep planting hole with water and measuring the time it takes for the water to drain. Adequate drainage will be considered equal to or greater than a percolation rate of ½" per hour. In case of inadequate drainage, the Owner and/or Owner's Representative shall be notified. Beds shall be free of rocks larger than one inch diameter, weeds, scrap material, and objectionable materials. Beds shall also demonstrate proper incorporation of soil additives.

DETAILED SPECIFICATIONS

D. Installation of Trees, Shrubs and Perennial

1. Planting pits shall be excavated to produce vertical sides and flat bottoms. Scarify side walls to alleviate glazing and loosen any hard subsoil in bottom of pit. Minimum pit sizes shall be as shown on drawings.
2. Dispose of all subsoil, clay, and rock (off-site) removed from planting excavations. The top six (6) inches of topsoil excavated from the planting pit, if free from subsoil, clay, rocks, roots, or other debris, may be utilized in the topsoil mixture as specified.
3. Setting Plants
 - a. The Contractor shall install the first balled and burlapped tree with the Owner and/or Owner's Representative present to ensure proper planting methods. Refer to planting details and specifications for the proper planting procedure of hole preparation and removal of all twine, wire cage and other trappings of the root ball. Root ball crowns shall also be set so that they are 2" higher than the surrounding grade to ensure the root flare is slightly above grade.
 - b. Balled and burlapped and container grown plants shall be handled and moved only by the ball or container. Remove all the wire cage and burlap except for 1/3 of the bottom before placing root ball in the ground. Inspect rootball to ensure specifications are met in Section 2.4. Plants shall be set plumb and held in position until a sufficient quantity of planting soil mixture has been firmly placed around roots or ball. Once the tree is stabilized in the planting hole, carefully remove burlap, twine, and all other trappings as much as possible before partially backfilling. Trees shall be watered in allowing water to completely soak into ground after partial backfill.
 - c. The remainder of backfill of planting soil mixture shall be tamped and watered.
 - d. Container-grown stock shall be removed from containers without damaging plant or root system. Planting shall be completed as specified for balled or burlapped plants.
4. Double Shredded Hardwood Mulching
 - a. Mulch for plug areas shall be (1.5"). Mulch for all tree plantings shall be (3") in depth.
 - b. Mulching shall take place within 48 hours after planting.
 - c. Mulch shall be kept out of the crowns of shrubs and off walls, sidewalks, light standards, and other structures.
 - d. The top of all areas of mulch cover shall be 1" below the top of adjacent curb, walk, wall, wall cap, or edge of pavement.
 - e. Mulching shall be considered incidental to the overall project. No additional compensation shall be allowed.
5. Staking and Guying
 - a. Plants shall be staked and guyed as indicated on plans within 24 hours of planting.

DETAILED SPECIFICATIONS

- b. Stakes shall be driven vertically into the ground to a depth specified in details and in such a manner as not to damage the ball or roots.
 - c. All deciduous trees greater than two and one half inches (2 1/2") caliper shall be staked with three metal "T" stakes, spaced equal distant around the tree.
 - d. All evergreen trees shall be staked with two metal "T" stakes, spaced on either side of the tree.
 - e. Staking and guying shall be considered incidental to the overall project. No additional compensation shall be allowed.
6. Pruning: The Contractor shall prune new plant material in the following manner: Dead and broken branches shall be removed. Evergreen plants shall not be thinned out or sheared. Shrubs shall not be sheared. All plants shall meet or exceed the minimum requirements indicated in the size, condition, and remarks sections of the planting legend on the plan sheets after pruning has taken place. Cuts shall be made with sharp instruments and shall be in compliance with ANSI A300 Pruning Standards. "Headback" cuts at right angles to line of growth shall not be permitted. All trimmings shall be removed from the site.
- a. Pruning shall be considered incidental to the overall project. No additional compensation shall be allowed.
7. Wrapping: The Contractor shall wrap trees in the fall to help prevent sun scald and frost cracks unless otherwise directed by Owner and/or Owner's Representative. 4 inch wide bituminous impregnated tape, corrugated or crepe paper, specifically manufactured for tree trunk wrapping, having qualities to resist insect infestation, or similar material approved by the Owner and/or Owner's Representative. Wrapping shall overlap about 33 percent with each turn and fastened with twine. All wrap and twine shall be removed in spring.
8. Watering: The Contractor is responsible for maintaining adequate, but not excessive, soil moisture for plants installed. Watering must respond to varying seasonal conditions, soil types, and drainage. Water must thoroughly soak the entire root area rather than dampen the soil surface.
9. Initial inspection of the planting to determine completion of contract work, exclusive of possible replacement of plants, will be made by the Owner and/or Owner's Representative upon completion of the work. All plants shall be alive, healthy and in a vigorous growing condition at the time of initial acceptance. The Contractor shall notify the Owner and/or Owner's Representative when initial installation is complete.

3.3 INSTALLING MULCH

A. Mulching

1. The top of all areas of mulch cover shall be 1/2" below the top of adjacent curb, walk, wall, limestone edger, wall cap, or edge of pavement. Chemically treat beds once installation is complete.
2. Weed prevention and mulching shall be considered incidental to the overall project. No additional compensation shall be allowed.

DETAILED SPECIFICATIONS

3.4 ACCEPTANCE

- A. Planting acceptance shall be based upon the following criteria:
 - 1. All requirements for the completed installation and maintenance have been provided.
 - 2. Clean-up operations are completed.
 - 3. All required submittals have been received by the Owner, including maintenance instructions.
 - 4. Plants shall be well-branched and well-formed alive, healthy, and in a vigorous growing condition at the time of acceptance.
- B. Seven (7) calendar days prior to the anticipated date of punch list inspection, submit written notice requesting inspection to the Owner's Representative.
- C. The Owner, Contractor, and Landscape Architect will complete a punch list inspection of the landscape to determine completion of contract work. Punch list inspection will not be conducted unless all items of work as outlined in PART 3 - EXECUTION have been completed.
- D. After the punch list inspection, the Contractor will be notified in writing by the Owner's Representative, of any deficiencies in the requirements for completion of the work.
- E. The Contractor will complete/resolve all of the items on the punch list and submit written notice requesting follow up inspection to the Owner's Representative seven (7) calendar days prior to the anticipated date of a follow up inspection.
- F. The Owner, Contractor, and Landscape Architect will complete a follow up inspection of the landscape to determine completion of all punch list items. If all items are complete, the Owner's Representative will issue a written Notice of Acceptance. If not, the Contractor will be notified in writing by the Owner's Representative, of any remaining deficiencies in the requirements for completion of the work and another follow up inspection will be scheduled. The Landscape Architect will perform no more than two inspections to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner is entitled to reimbursement from the Contractor for the amounts paid to the Landscape Architect for any additional inspections.
- G. At the time of the Notice of Acceptance, the 1 year establishment inspection will be scheduled by the Owner's Representative.

3.5 ESTABLISHMENT PERIOD

- A. The plant establishment period is 1 year after the installation is accepted by the Landscape Architect or Owner.

3.6 WARRANTY PERIOD

- A. An additional **1-year warranty** period begins immediately after the expiration of the **1-year establishment** period.

3.7 MAINTENANCE

- A. Care for all plants during the establishment and warranty period as required to keep plants in a live, healthy growing condition.
 - 1. Prune plants to maintain a desirable shape and to remove any dead or broken limbs.

DETAILED SPECIFICATIONS

2. Remove weeds and grasses from planting beds and mulch areas. Apply a pre-emergent herbicide to control weed growth when directed by the Engineer.
3. Water as required to enhance early root growth and maintain a moist soil.
4. Adjust stakes and ties to maintain plant in an upright and plumb condition.
5. Re-set settled plants to proper grades and position. Restore planting saucer and mulch add backfill material and mulch as may be required.
6. Apply appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.

3.8 WARRANTY AND REPLACEMENT

- A. Replace all plants not found to be in a live, healthy and growing condition during inspection a the 1 year establishment period and again at the warranty period at no additional cost to the Contracting Authority.
- B. Any plant required under this Contract that is dead or not in a vigorous, thriving condition, as determined by the Owner's Representative at the time of establishment and warranty inspection, will be removed from the site.
- C. The Owner, Contractor, and Landscape Architect will complete an establishment and warranty inspection of the landscape.
- D. After the inspections, the Contractor will be notified in writing by the Owner's Representative, of any deficiencies or required replacements.
- E. The Contractor will complete/resolve all of the items on the establishment and warranty inspections and submit written notice requesting follow up inspection to the Owner's Representative seven (7) calendar days prior to the anticipated date of a follow up inspection.
- F. The Owner, Contractor, and Landscape Architect will complete a follow up inspection of the landscape to determine completion of all warranty items. If all items are complete, the Owner's Representative will issue a written Notice of Warranty Fulfillment. If not, the Contractor will be notified in writing by the Owner's Representative, of any remaining deficiencies in the requirements for completion of the work and another follow up inspection will be scheduled.
- G. Plants that are missing at the time of warranty inspection are to be installed during the specified planting season when weather and site conditions permit.
- H. After Notice of Acceptance, the Contractor shall replace plants (up to two times during if necessary) that are observed to be dead or in a badly impaired condition. Plants replaced during the acceptance punch list process are considered to be part of the fulfillment of the requirements of the Contract and are not part of the establishment or warranty.
- I. Replacement Plants: Plants of the same kind and size as specified in the Plant Schedule; furnished and planted as specified herein. Guyed or staked, mulched, fertilized, pruned, and restored to original condition as originally specified at no cost to Owner.

DETAILED SPECIFICATIONS

- J. Replacement cost shall be borne by Contractor except for possible replacements resulting from loss or damage due to occupancy at project in any part, vandalism, civil disobedience, and acts of neglect on the part of others, physical damage by animals, vehicles, fire, or losses due to curtailment of water by local authority, or to "Acts of God". Droughts, floods, tornadoes, winds of hurricane force, and hail are not normal and the damage they do cannot be calculated in a bid.

END OF SECTION

APPENDIX A

APPENDIX A

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
1963 Bell Ave.
Suite 200
Des Moines, IA 50315
Phone: (515-348-6193)
Website: <https://www.iowaeda.com/small-business/targeted-small-business/>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6193) to identify potential material suppliers, manufacturers, and contractors.

TSB AFFIRMATIVE ACTION RESPONSIBILITIES

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers;
or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

TSB AFFIRMATIVE ACTION RESPONSIBILITIES

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:

<https://iowadot.seamlessdocs.com/f/TargetedSmallBusinessTSBPrebidContactInfo>

Contractor _____
 Project # _____
 County _____
 City _____

Page # _____

TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/NO	DATES CONTACTED	YES/NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____
 List items by name to be subcontracted: