



**PUBLIC WORKS DEPARTMENT**

**405 6<sup>TH</sup> STREET**

**SIOUX CITY, IOWA 51101**

**SOUTH CYPRESS STREET  
EXTENSION,  
RAVINE PARK LANE TO  
LINCOLN WAY**

**CITY PROJECT # 6841-719-207**

**DGR PROJECT # 266003**

**CONTRACT DOCUMENTS**

**OWNERSHIP OF DOCUMENT**

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of the City of Sioux City, Iowa and is not to be used, in whole or in part, for any other project without the written authorization of the City.



**SOUTH CYPRESS STREET EXTENSION,  
RAVINE PARK LANE TO LINCOLN WAY**

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REVIEW SET ONLY - NOT FOR BIDDING

NOTICE OF TAKING BIDS FOR THE CONSTRUCTION OF THE SOUTH CYPRESS STREET EXTENSION, RAVINE PARK LANE TO LINCOLN WAY PROJECT (PROJECT NO. 6841-719-207), IN SIOUX CITY, IOWA.

Sealed bids will be received by the City of Sioux City Clerk, at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in Sioux City Iowa, until 1:00 P.M., Local Time, November 15, 2016, for the construction of the project, as described in the construction documents. The project includes the construction of a new paving, water main, and storm sewer on South Cypress Street between Ravine Park Lane and Lincoln Way.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, City Hall, at 1:00 P.M., Local Time, on November 15, 2016. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Each bid must be made on a form furnished by the City and must be accompanied by a bid bond, a cashier's check or certified check of an Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to ten percent (10%) of the amount of the bid, made payable to the City Treasurer of the City of Sioux City, Iowa. The check or draft may be cashed by the City Treasurer as liquidated damages in the event the successful bidder fails to enter into a contract within the ten (10) days after notice of award and post bond satisfactory to the City ensuring the faithful fulfillment of the contract.

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

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all bids, readvertise for new bids and to waive informalities that may be in the best interest of the City. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa and to Iowa domestic labor.

The Notice of Public Hearing will be published in the Sioux City Journal on October 22, 2016 and October 29, 2016.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by August 11, 2017.

Specifications for this project shall be the 2016 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid tab [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of twenty dollars (\$20) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition within fourteen (14) days from date of award. **Contractors**

intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.

/s/ Lisa L. McCardle,  
City Clerk of the City of Sioux City, Iowa

Post on the Construction Update Plan Room Network's website at [www.mbionline.com](http://www.mbionline.com) and on the City's website at [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering) October 19, 2016.

REVIEW SET ONLY - NOT FOR BIDDING

NOTICE OF PUBLIC HEARING ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COSTS FOR THE CONSTRUCTION OF THE SOUTH CYPRESS STREET EXTENSION, RAVINE PARK LANE TO LINCOLN WAY PROJECT (PROJECT NO. 6841-719-207), IN SIOUX CITY, IOWA.

A public hearing will be held before the Sioux City City Council in the Council Chambers, Room 504, City Hall, 405 Sixth Street, Sioux City, Iowa, on November 7, 2016 commencing at 4:00 P.M., Local Time, on the proposed plans, specifications, form of contract, and estimate of cost in the amount of \$1,245,000.00 (the construction documents) for the construction of the South Cypress Street Extension Project in Sioux City, Iowa (the project). At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents. The project includes the construction of a new paving, water main, and storm sewer on South Cypress Street between Ravine Park Lane and Lincoln Way.

Sealed bids will be received by the City Clerk at the Customer Service Center located on First Floor in City Hall, 405 Sixth Street, in said City, until 1:00 P.M., Local Time, November 15, 2016, for the construction of the project, as described in the construction documents.

Bids received will be opened and tabulated at a public meeting, presided over by a City Engineer, in the 4th Floor Clock Tower Conference Room in the Public Works Department, City Hall, at 1:00 P.M., Local Time, on November 15, 2016. Thereafter, bids will be acted upon by the City Council at such time and place as may be fixed.

Notice of Taking Bids will be posted with the Construction Update Plan Room Network (mbionline.com) on October 19, 2016.

The work on this project shall begin upon receipt of the Notice to Proceed and be fully completed by August 11, 2017.

Specifications for this project shall be the 2016 version of the Iowa Statewide Urban Standard Specifications for Public Improvements modified in accordance with the 2015 City of Sioux City Supplement.

Copies of said construction documents are available at the office of the City Clerk of Sioux City for examination by the public. The documents, including the Notice of Taking Bids, are also available for viewing by the public, or sub-contractors, or suppliers, on the City's Engineering website, under the Projects Out to Bid tab [www.sioux-city.org/engineering](http://www.sioux-city.org/engineering). Construction documents for private use, or potential prime contractors may be obtained from the Engineering Division, City Hall, upon deposit of twenty dollars (\$20) for each set. The deposit will be returned to depositor if the construction documents are returned in good condition and usable condition within fourteen (14) days from date of award. **Contractors intending to bid as the prime contractor must obtain a hard copy of the plans, specifications and form of contract from the Engineering Division. Failure to obtain a hard copy may result in the bid being deemed nonresponsive and rejected.**

/s/ Lisa L. McCardle,  
City Clerk of the City of Sioux City, Iowa

Publish in the Sioux City Journal October 22, 2016 and October 29, 2016.

## Instruction to Bidders

### 1. QUALIFICATION OF THE BIDDERS

- A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents. Whenever required in the special provisions, the bidder shall furnish a statement of its construction experience and its general ability to perform the work contemplated, and shall submit same along with its proposal.
- B. The City shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The City reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.
- C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.
- D. Disqualification of Bidders – Any one or more of the following causes may be considered as sufficient for the disqualification of the bidder and the rejection of the bid or bids:
  1. More than one bid for the same work from an individual, firm, partnership or corporation under the same or different names.
  2. Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any further work.
  3. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress, including projects with liquidated damages being assessed.
  4. Incomplete work which in the judgment of the City Council might hinder or prevent the prompt completion of additional work, if awarded.
  5. For being in arrears on existing contracts, in litigation with the City, or having defaulted on a previous contract.
  6. The attention of bidders is directed to Chapter 553, Code of Iowa, regarding unlawful combinations in making public contracts.

### 2. CONTENTS OF THE PROPOSAL FORMS

- A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.
- B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

### 3. QUANTITIES AND UNIT PRICES

- A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.
- B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the City as to the actual quantities involved in the work. Such quantities are to be used for the purpose of

comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The City expressly reserves the right to increase or decrease the quantities during construction as outlined in General Conditions, Section 11.2 – Changes and Increased or Decreased Quantities of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

- C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.
- D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

#### **4. EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK**

- A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal.
- B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.
- C. The bidder on this work acknowledges the facts set out in the preceding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.
- D. By the submission of a bid on this work, the bidder acknowledges and agrees, investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.
- E. The City does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal.

## 5. INTERPRETATION OF THE CONTRACT DOCUMENTS

All questions about the meaning or intent of the bidding documents shall be submitted to the Engineer in writing. Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda, via the contact information provided on the plan holder's list. Questions received less than seven (7) days prior to the date for opening bids may not be answered. Only answers issued by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

## 6. ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the City via the contact information provided on the plan holder's list to the bidders with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

## 7. PREFERENCE FOR LABOR AND MATERIALS

- A. 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 Code Chapter 73.
- B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

## 8. TAXES

### A. Sales and Use Tax:

The bidder shall not include any form of sales or use tax in the bid. The City will facilitate the issuance of the tax certificates for the contractor and subcontractors. No materials shall be bought before obtaining this certificate.

All contractors and subcontractors shall submit the following information, on or prior to the pre-construction meeting, to the Public Works Department/Engineering Division to obtain the sales tax exemption certificate. The information required for this is:

- Company name
- Company contact
- Full address
- Phone number
- Fax number
- Tax ID number
- Email address

Materials cannot be purchased until this certificate is supplied to both the prime and subcontractors. The tax exemption certificate will be issued to the prime contractor along with all subcontractors as soon as possible after the City Council approves the contracts, and the information is provided by the Contractor. The Notice to Proceed shall not be issued until the certificates are obtained. This does not apply to IDOT projects or material bought outside the state of Iowa.

## B. Income Tax Deduction on Nonresident Contractors

The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with State of Iowa Tax Commission, as provided in Section 422.17, Code of Iowa, releasing City from withholding any and all sums required by provision of Section 422.17, Code of Iowa.

## 9. PREPARATION OF THE BID PROPOSAL

- A. **Bid Proposal:** Bid proposals shall be legibly written in ink or typed on the forms provided by the City and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.
- B. **Unit Price Attachment:** The Engineer will allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices.
1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.
  2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.
  3. The total amount bid shall be entered below the last bid item on the unit price attachment.
  4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).
  5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.
  6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.
  7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.
  8. When evaluating and tabulating the bids, the City shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.

- C. The bidder, as a business organization, shall comply with the requirements of SUDAS Section 1070, 1.11 - Business Organization Requirements.
- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

## 10. BIDDERS CERTIFICATION

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the City.

## 11. IRREGULAR AND NONRESPONSIVE PROPOSALS

- A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:
  - 1. If submitted on a form other than that furnished by the City or the Unit Price Attachment, or if the form is altered or any part thereof is detached or missing;
  - 2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;
  - 3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or
  - 4. If the bidder submits more than one proposal for the same work under the same or different names.
- B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:
  - 1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;
  - 2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;
  - 3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the City;
  - 4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The City may require the bidder to identify any corrections or alteration so initialed;
  - 5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.
  - 6. If the bid is accompanied by an unacceptable bid security.

- C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the City will make corrections thereto by an addendum.
- D. Proposals will be evaluated by the City pursuant to the provisions of Approval for Award and Award of Contract, Section 1 - Acceptance or Rejection of Proposals.

## **12. SUBMISSION OF THE BID, IDENTITY OF BIDDER, AND BID SECURITY**

- A. The bid shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the City at or before the time and at the place provided in the Notice of Public Hearing. It is the sole responsibility of the bidder to see its proposal is delivered to the City prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the City provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.
- B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

## **13. WITHDRAWAL OF BIDS**

- A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the City, provided such request is made in writing to the City prior to the time set for receiving proposals.
- B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the City prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.
- C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.
- D. If, within 24 hours after bids are opened, any bidder files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned. Thereafter, if the work is rebid, that bidder will be disqualified from further bidding on the work.

## **14. OPENING OF BIDS**

At the time and place set forth in the Notice of Public Hearing, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract

documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

#### **15. NONDISCRIMINATION AND AFFIRMATIVE ACTION**

The bidder will be required to assure the City that the bidder will not in the performance of the work specified herein discriminate against any person based upon the person's age, race, creed, color, sex, nation origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office therein. The bidder will also be required to submit to the City an affirmative action program.

#### **16. BIDDER STATUS FORM**

The bidder is required to complete the Bidder Status Form, and Worksheet: Authorization to Transact Business form, as provided in these documents. Failure to submit a fully completed Bidder Status Form and Worksheet with the bid may result in the bid being deemed nonresponsive and rejected.

REVIEW SET ONLY - NOT FOR BIDDING

## APPROVAL FOR AWARD AND AWARD OF CONTRACT

### 1. ACCEPTANCE OR REJECTION OF PROPOSALS

- A. The City reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in Special Provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Instruction to Bidder, Section 1.11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.
- B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that indicates that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.
- C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.
- D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the City, or has an unsatisfactory record of performance and cooperation on any such previous contract with the City, or has failed to maintain satisfactory progress on work already under contract with the City.
- E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.
- F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, 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.
- G. Promptly after the proposals are opened and evaluated, the City shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

### 2. RELEASE OF BID SECURITY

- A. After the City's approval of the contract executed by the lowest bidder, the City shall promptly release the bid security of all bidders, or within thirty days of the bid opening, whichever is sooner. If all bids are rejected, all bid security will be promptly released.

- B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

### 3. AWARD OF CONTRACT

- A. **Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall sign, leaving all the dates blank, executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the City. The City will thereupon receive and file such documents and award the contract.
- B. **Deferred Award:** The City reserves the right to defer award of any contract for a period not to exceed 30 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.
- C. **Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the City, the amount of the bidder's bid security may at the City's option be forfeited and shall become the property of the City, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the City, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the City in any legal manner.
- D. **Disclosure of Subcontractors:**
  - 1. The lowest responsive, responsible bidder shall file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project on the form provided in the contract documents at the time of bid.
  - 2. If, after award of the contract, a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work. If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

## **Title VI – Regulations Compliance**

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Iowa Department of Transportation (hereinafter referred to as the Iowa DOT) 49 CFR 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Iowa DOT or Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Regulations, orders and instructions.
5. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Iowa DOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
6. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Iowa DOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - withholding payments to the contractor under the contract until the contractor complies, and/or
  - cancellation, termination or suspension of the contract, in whole or in part.
7. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Iowa DOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Iowa DOT to enter into such litigation to protect the interests of the Iowa DOT and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



7.  Check if bidder is using and has attached to this bid form, a computer generated substitute personal Bid Items, Quantities and Prices form for this project and that you certify it complies with the Special Provisions.

Bidder agrees:

1. To do all "Extra Work" which may be required to complete the work contemplated at a cost to be determined in accordance with the contract documents..
2. That the terms and provisions of the Notice of Public Hearing, the Instructions to Bidders, and the Bid Bond are a part of this "Bid Form" as if fully set forth herein.
3. That, if the bid is accepted, to execute the contract and provide a bond and insurance and other documents as required by the bid documents.
4. To commence the work on this project on or before a date to be specified in a written Notice to Proceed by the City, and to complete the project with a completion date of August 11, 2017; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One thousand dollars (\$1,000) for each day thereafter that the work remains incomplete.

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

Individual, Sole Proprietorship

Partnership

Corporation

Joint-venture: all parties must join in and execute all documents

Other

The bidder shall enter its Public Registration Number \_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

By:

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

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

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

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

NOTE: The signature on this bid must be an original signature in ink; copies or facsimile of any signature will not be accepted.

NOTE: The Contractor is also required to submit Pages C-3 through C-12 with their bid submittal. Failure to do so may deem the bid as non-responsive.

**BID ITEMS, QUANTITIES AND PRICES FOR**  
**SOUTH CYPRESS STREET EXTENSION,**  
**RAVINE PARK LANE TO LINCOLN WAY PROJECT**

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Price(s), and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on this Attachment - Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The total Construction Cost plus any alternate selected by the City shall be used only for comparison of bids. The Total Construction Cost, including any Alternates, shall be used for determining the sufficiency of the bid security.

Item No.	Item Code	No. of Units	Description	Unit Price	Total
<b>Division I - Street Improvements (100% City)</b>					
1	1090-105-D-0	1	L.S. Mobilization	\$ _____	\$ _____
2	2010-108-A-0	12	Ea. Clearing and grubbing, 6"-18"	\$ _____	\$ _____
3	2010-108-A-0	3	Ea. Clearing and grubbing, >18"-24"	\$ _____	\$ _____
4	2010-108-A-0	7	Ea. Clearing and grubbing, >24"-36"	\$ _____	\$ _____
5	2010-108-E-0	2,919	C.Y. Excavation, class 10	\$ _____	\$ _____
6	2010-108-G-0	7,341	S.Y. Subgrade preparation, 12"	\$ _____	\$ _____
7	2010-108-J-1	1	L.S. Remove and salvage street signs	\$ _____	\$ _____
8	2010-SP-1	25	C.Y. Breakup and remove concrete	\$ _____	\$ _____
9	3010-SP-1	100	C.Y. Remove trench backfill material	\$ _____	\$ _____
10	3010-SP-2	100	C.Y. Furnish and install trench soils	\$ _____	\$ _____
11	4010-108-A-1	71	L.F. Sanitary sewer gravity main, trenched, 8" VCP	\$ _____	\$ _____
12	4010-SP-1	88	L.F. Sanitary sewer service, trenched, 8" VCP	\$ _____	\$ _____
13	4020-108-A-1	506.0	L.F. Storm sewer, trenched, class III RCP, 15"	\$ _____	\$ _____
14	4020-108-A-1	752.2	L.F. Storm sewer, trenched, class III RCP, 18"	\$ _____	\$ _____
15	4020-108-A-1	47.5	L.F. Storm sewer, trenched, class III RCP, 24"	\$ _____	\$ _____
16	4020-108-C-1	162	L.F. Removal of storm sewer, ≤27"	\$ _____	\$ _____
17	4020-SP-1	1	Ea. Construct storm sewer support	\$ _____	\$ _____
18	4060-SP-1	1,377	L.F. Video inspection of storm/sanitary sewer main	\$ _____	\$ _____
19	5010-108-A-1	28	L.F. Water main, trenched, 6"	\$ _____	\$ _____
20	5010-108-A-1	764	L.F. Water main, trenched, 8"	\$ _____	\$ _____
21	5010-108-A-1	65	L.F. Water main, trenched, 8" RJ	\$ _____	\$ _____
22	5010-108-C-1	1	Ea. Fitting, DIP tee, 6"x6"x6"	\$ _____	\$ _____
23	5010-108-C-1	4	Ea. Fitting, DIP tee, 8"x8"x6"	\$ _____	\$ _____
24	5010-108-C-1	1	Ea. Fitting, DIP tee, 8"x8"x8"	\$ _____	\$ _____
25	5010-108-C-1	1	Ea. Fitting, MJ cap, 6"	\$ _____	\$ _____

Item No.	Item Code	No. of Units		Description	Unit Price	Total
26	5010-108-C-1	1	Ea.	Fitting, MJ cap, 8"	\$	\$
27	5010-108-C-1	2	Ea.	Fitting, DIP 22.5° bend, 8"	\$	\$
28	5010-108-C-1	1	Ea.	Fitting, DIP 90° bend, 8"	\$	\$
29	5010-SP-1	1	Ea.	Connect to existing 6" water main	\$	\$
30	5010-SP-1	2	Ea.	Connect to existing 8" water main	\$	\$
31	5010-SP-2	1	Ea.	1" corporation stop and tap	\$	\$
32	5010-SP-3	18	L.F.	Water service, trenched, cu, 1"	\$	\$
33	5010-SP-4	1	Ea.	1" curb stop and valve box	\$	\$
34	5020-108-A-0	1	Ea.	Valve, gate valve/box, 6"	\$	\$
35	5020-108-A-0	4	Ea.	Valve, gate valve/box, 8"	\$	\$
36	5020-108-C-0	3	Ea.	Fire hydrant assembly	\$	\$
37	5020-108-D-0	1	Ea.	Temporary blowoff on 6" main	\$	\$
38	5020-SP-1	1	Ea.	Furnish and cut-in 8" gate valve/box	\$	\$
39	5020-SP-2	2	Ea.	Remove fire hydrant assembly	\$	\$
40	5020-SP-3	1	Ea.	Fire hydrant extension, 6"	\$	\$
41	5020-SP-3	1	Ea.	Fire hydrant extension, 12"	\$	\$
42	6010-108-B-0	3	Ea.	Intake type, SW-501	\$	\$
43	6010-108-B-0	1	Ea.	Intake type, SW-503	\$	\$
44	6010-108-B-0	4	Ea.	Intake type, SW8	\$	\$
45	6010-108-B-0	2	Ea.	Intake type, SW8-modified	\$	\$
46	6010-108-E-0	1	Ea.	Manhole adjustment, minor	\$	\$
47	6010-108-F-0	1	Ea.	Manhole adjustment, major	\$	\$
48	6010-108-G-0	1	Ea.	Connect to existing intake	\$	\$
49	6010-108-H	4	Ea.	Remove storm structure	\$	\$
50	6010-108-H	3	Ea.	Remove sanitary manhole	\$	\$
51	6010-SP-1	2	Ea.	Storm manhole, SW-401, 48", base, ring and cover and chimney seal	\$	\$
52	6010-SP-2	11.2	V.F.	Storm manhole, SW-401, 48"	\$	\$
53	6010-SP-3	4	Ea.	Sanitary manhole, type SW-301 base, ring and cover and chimney seal	\$	\$
54	6010-SP-4	35.6	V.F.	Sanitary manhole, type SW-301, 48"	\$	\$
55	7010-108-A-0	6,593	S.Y.	Pavement, PCC, 7"	\$	\$
56	7010-SP-1	55	Ea.	Furnish and install 18" #5 bar (24" O.C.)	\$	\$
57	7010-SP-2	10	Ton	Furnish and install HMA paving	\$	\$
58	7030-108-G-0	286	S.F.	PVC or composite detectable warning panel	\$	\$
59	7030-108-H-1	43	S.Y.	Driveway, paved, PCC, 6"	\$	\$
60	7030-SP-1	6,550	S.F.	Pavement removal, sidewalk	\$	\$
61	7030-SP-4	871	S.F.	Sidewalk, PCC, 4"	\$	\$
62	7030-SP-4	12,700	S.F.	Sidewalk, PCC, 5" w/ fibermesh	\$	\$
63	7040-108-H-0	2,553	S.Y.	Pavement removal, street/driveway	\$	\$
64	7040-SP-1	302	L.F.	Sawcut paving	\$	\$
65	7080-SP-1	3,999	L.F.	Painted pavement markings, epoxy	\$	\$

Item No.	Item Code	No. of Units	Description	Unit Price	Total
66	7080-SP-2	175	L.F. Removal of existing pavement markings	\$ _____	\$ _____
67	9020-108-A-0	508	SQ. Sodding	\$ _____	\$ _____
68	9040-108-F	2,563	L.F. Wattle 9", furnish, install, maintain and remove	\$ _____	\$ _____
69	9040-108-N	1,405	L.F. Silt fence, furnish, install, maintain and remove	\$ _____	\$ _____
70	9040-SP-1	1	L.S. Erosion control	\$ _____	\$ _____
71	9060-SP-1	251	L.F. Removal of fence	\$ _____	\$ _____
72	9070-SP-1	1	L.S. Construct modular block retaining wall	\$ _____	\$ _____
73	SP-1	1,800	L.F. Conductor, 3/C-#8, Cu, with ground, 600 volt	\$ _____	\$ _____
74	SP-2	10	Ea. Foundation, direct drill	\$ _____	\$ _____
75	SP-3	10	Ea. Fuse	\$ _____	\$ _____
76	SP-4	5	Ea. Ground Rod	\$ _____	\$ _____
77	SP-5	5	Ea. Handhole	\$ _____	\$ _____
78	SP-6	1,800	L.F. Conduit, PVC, 2"	\$ _____	\$ _____
79	SP-7	10	Ea. Fixture, cobra head	\$ _____	\$ _____
80	SP-8	10	Ea. Pole, cobra head, anchor base	\$ _____	\$ _____
81	SP-9	1,800	LF Trench, 24" deep	\$ _____	\$ _____
82	SP-IDOT-2506	15	C.Y. Finish and install flowable mortar	\$ _____	\$ _____
83	SP-IDOT-2528	1	L.S. Traffic control	\$ _____	\$ _____
Subtotal - Division I					\$ _____
<b>Division II - Site Improvements (100% School)</b>					
84	1090-105-D-0	1	L.S. Mobilization	\$ _____	\$ _____
85	2010-108-A-0	6	Ea. Clearing and grubbing, 6"-18"	\$ _____	\$ _____
86	2010-108-A-0	4	Ea. Clearing and grubbing, >18"-24"	\$ _____	\$ _____
87	2010-108-A-0	1	Ea. Clearing and grubbing, >24"-36"	\$ _____	\$ _____
88	2010-108-E-0	809	C.Y. Excavation, class 10	\$ _____	\$ _____
89	2010-108-G-0	2,655	S.Y. Subgrade preparation, 12"	\$ _____	\$ _____
90	2010-108-J-1	1	L.S. Remove and salvage street signs	\$ _____	\$ _____
91	4010-108-I-0	1	Ea. Sanitary sewer cleanout	\$ _____	\$ _____
92	4010-SP-1	181.5	L.F. Sanitary sewer service, trenched, 8" PVC	\$ _____	\$ _____
93	4010-SP-2	155	L.F. Removal of sanitary service, ≤8"	\$ _____	\$ _____
94	4010-SP-3	1	Ea. Sanitary sewer service wye on existing main	\$ _____	\$ _____
95	4020-108-A-1	122.9	L.F. Storm sewer, trenched, class III RCP, 15"	\$ _____	\$ _____
96	4040-108-A-0	16	L.F. Subdrain, 4"	\$ _____	\$ _____
97	4040-108-D-0	1	Ea. Subdrain outlet	\$ _____	\$ _____
98	4060-SP-1	123	L.F. Video inspection of storm/sanitary sewer main	\$ _____	\$ _____
99	5010-108-A-1	80	L.F. Water main, trenched, 6" DIP	\$ _____	\$ _____
100	5010-108-A-1	71	L.F. Water main, trenched, 6" DIP RJ	\$ _____	\$ _____
101	5010-108-C-1	1	Ea. Fitting, DIP tee, 8"x8"x6"	\$ _____	\$ _____

Item No.	Item Code	No. of Units		Description	Unit Price	Total
102	5010-108-C-1	1	Ea.	Fitting, DIP 45° bend, 6"	\$ _____	\$ _____
103	5010-SP-5	1	L.S.	Connect to existing 3" water service w/ 6"x3" threaded blind plug and 3" galvanized nipple	\$ _____	\$ _____
104	5020-108-A-0	2	Ea.	Valve, gate valve/box, 6"	\$ _____	\$ _____
105	5020-108-D-0	1	Ea.	Temporary blowoff on 6" main	\$ _____	\$ _____
106	5020-SP-1	1	Ea.	Furnish and cut-in 6" gate valve/box	\$ _____	\$ _____
107	6010-108-B-0	2	Ea.	Intake type, SW-501	\$ _____	\$ _____
108	6010-108-B-0	1	Ea.	Intake type, SW-507	\$ _____	\$ _____
109	6010-108-B-0	1	Ea.	Intake type, SW-511	\$ _____	\$ _____
110	6010-108-H	1	Ea.	Remove storm structure	\$ _____	\$ _____
111	6010-108-H	2	Ea.	Remove sanitary manhole	\$ _____	\$ _____
112	6010-SP-1	1	Ea.	Storm manhole, SW-401, 48", base, ring and cover and chimney seal	\$ _____	\$ _____
113	6010-SP-2	6.2	V.F.	Storm manhole, SW-401, 48"	\$ _____	\$ _____
114	7010-108-A-0	2,322	S.Y.	Pavement, PCC, 7"	\$ _____	\$ _____
115	7010-108-E-0	160	L.F.	Curb and Gutter, 24" wide, 7" thick	\$ _____	\$ _____
116	7010-SP-1	57	Ea.	Furnish and install 18" #5 bar (24" O.C.)	\$ _____	\$ _____
117	7020-108-A-0	225	Ton	Overlay, HMA	\$ _____	\$ _____
118	7030-108-G-0	56	S.F.	PVC or composite detectable warning panel	\$ _____	\$ _____
119	7030-SP-1	6,962	S.F.	Pavement removal, sidewalk	\$ _____	\$ _____
120	7030-SP-2	1	L.S.	Remove existing stairs	\$ _____	\$ _____
121	7030-SP-3	1	L.S.	Remove existing loading dock	\$ _____	\$ _____
122	7030-SP-4	9,266	S.F.	Sidewalk, PCC, 5" w/ fibermesh	\$ _____	\$ _____
123	7030-SP-5	1,529	S.F.	Furnish and install 1.5-inch extruded polystyrene insulation	\$ _____	\$ _____
124	7030-SP-6	1	L.S.	Furnish and install geofoam stoop	\$ _____	\$ _____
125	7040-108-G-0	300	S.Y.	Milling, HMA	\$ _____	\$ _____
126	7040-108-H-0	1,867	S.Y.	Pavement removal, street/driveway	\$ _____	\$ _____
127	7040-SP-1	710	L.F.	Sawcut paving	\$ _____	\$ _____
128	7080-SP-1	4,682	L.F.	Painted pavement markings, epoxy	\$ _____	\$ _____
129	7080-SP-3	11	Ea.	Painted pavement symbols, epoxy	\$ _____	\$ _____
130	7080-SP-4	4	Ea.	Furnish and install handicap sign/bollard and symbol	\$ _____	\$ _____
131	9040-SP-1	1	L.S.	Erosion control	\$ _____	\$ _____
132	9060-SP-1	119	L.F.	Removal of fence	\$ _____	\$ _____
				Subtotal - Division II		\$ _____
				<b>Total - Division I-II</b>		\$ _____

NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the City. Quantity changes which amount to twenty percent (20%) or less of the total bid shall not affect the unit bid price.

**LIST OF MAJOR SUBCONTRACTORS AND SUPPLIERS**

PROPOSED SUBCONTRACTORS/SUPPLIERS

If none, write none: \_\_\_\_\_

Item(s)	Proposed Subcontractor/Supplier (Name)

This is to certify that the names of the foregoing mentioned Subcontractors or material suppliers are submitted with full knowledge and consent of the respective parties.

Bidder: \_\_\_\_\_  
(Name of Company)

By: \_\_\_\_\_  
(Signature and Title)

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

**Note:** This sheet may be reproduced by the Contractor to list additional Subcontractors or Suppliers. Certify each sheet as an original sheet and staple additional sheets to this page.

**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: \_\_\_\_\_

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

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

**Part C**

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

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

**To be completed by all bidders**

**Part D**

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

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

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

**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.**

309-8001 02-14

## 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.

309-6001 02-14

**AFFIRMATIVE ACTION INFORMATION**

The Contractor does hereby certify to the City of Sioux City, Iowa, that no person shall, in any way, be favored or discriminated against because of the person's age, race, creed, color, sex, national origin, religion, sexual orientation, gender identity, pregnancy, mental disability, physical disability, union or association membership or office herein.

If selected as the successful bidder, this Contractor hereby agrees to file a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

**SOUTH CYPRESS STREET EXTENSION, RAVINE PARK  
LANE TO LINCOLN WAY PROJECT**

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
EXECUTIVE OFFICER

\_\_\_\_\_  
AFFIRMATIVE ACTION OFFICER

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

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

\_\_\_\_\_  
PHONE NUMBER

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held and firmly  
bound unto the City of Sioux City, Iowa, hereinafter called the "CITY", in the penal sum of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful  
money of the United States, for the payment of which sum will and truly be made, we find  
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 \_\_\_\_\_, for the construction of the  
**South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project**, in Sioux City,  
Iowa.

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

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

NOW, THEREFORE,

- (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 his 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  
plus any court costs, attorney's fees, and any other expenses of recovery.

By virtue of statutory authority, the full amount of this Bid Bond shall be forfeited to the City 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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hand 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 on \_\_\_\_\_.

**SURETY:**

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

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

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

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

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

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

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

**PRINCIPAL:**

\_\_\_\_\_  
Bidder

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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

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

REVIEW SET ONLY - NOT FOR BIDDING

## FORM OF CONTRACT

THIS CONTRACT, made on \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called the "Contractor") and the City of Sioux City, Woodbury County, Iowa, (hereinafter called the "City").

WITNESSETH, that the Contractor and the City, for the consideration stated herein, agree as follows:

**ARTICLE I. SCOPE OF WORK** – The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment and complete in a workmanlike manner all the work required in connection with the construction of the **South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project** in Sioux City, Iowa, all in strict accordance with the latest revision of the Iowa Statewide Urban Design and Specifications (SUDAS), as further modified by the latest revision of the Sioux City Supplement to SUDAS, and Special Provisions included in said contract documents; and in strict compliance with the Contractor's bid and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

**ARTICLE II. THE CONTRACT PRICE** – This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices which were proposed by the Contractor in its bid submitted in accordance with the Instructions to Bidders and Notice of Public Hearing. The Contractor agrees to perform said work for and in consideration of the City's payment of the bid amount of \_\_\_\_\_ which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the City and to complete the project according to the following construction schedule: The work on this project not affecting City or School traffic is able to begin prior to school summer break of approximately May 31, 2017. All work to be fully completed by August 11, 2017;

Contractor hereby agrees to pay liquidated damages for noncompliance with said completion provisions at the rate of **One thousand and 00/00 dollars (\$1,000.00)** for each day thereafter that the work remains incomplete.

**ARTICLE III. PAYMENTS** – Payments will be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

**ARTICLE IV. COMPONENT PARTS OF THIS CONTRACT** – This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached:

1. Change Orders
2. Addenda
3. Shop and Working Drawings submitted by the Contractor, when approved by the Engineer
4. This Instrument
5. Special Provisions
6. Plans

7. General Conditions
8. Instruction to Bidders
9. Notice of Taking Bids/Notice of Public Hearing
10. 2015 version of the Sioux City Supplement to SUDAS
11. 2016 version of the Iowa Statewide Urban Design and Specifications (SUDAS)
12. Contractor's Performance, Maintenance & Payment Bond
13. Contractor's Bid
14. Bidders Status Form
15. Title VI – Regulation Compliance

In the event that any provision in any of the foregoing component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in five original counterparts the day and year first above written.

This Contract, however, shall not be of any validity, force, or effect until it has been approved by the City Attorney, signed by the City Manager and City Clerk and delivered to the Contractor.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Title

CITY OF SIOUX CITY, IOWA

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

\_\_\_\_\_  
City Manager

(SEAL)

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

This Contract, the performance and payment bond and supporting insurance documents are approved as to form and content.

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

\_\_\_\_\_  
City Attorney

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

I hereby certify that the above Contract was authorized by the City Council of the City of Sioux City, Iowa, pursuant to Resolution No. \_\_\_\_\_ on \_\_\_\_\_.

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

\_\_\_\_\_  
City Clerk of Sioux City, Iowa

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

**South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project**

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS BID SUBMITTED IN ACCORDANCE WITH INSTRUCTIONS TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY PERCENT (20%) OR LESS OF THE AMOUNT BID SHALL NOT AFFECT THE UNIT BID PRICE.

Item No.	Item Code	No. of Units	Description	Unit Price	Total
<b>Division I - Street Improvements (100% City)</b>					
1	1090-105-D-0	1	L.S. Mobilization	\$	\$
2	2010-108-A-0	12	Ea. Clearing and grubbing, 6"-18"	\$	\$
3	2010-108-A-0	3	Ea. Clearing and grubbing, >18"-24"	\$	\$
4	2010-108-A-0	7	Ea. Clearing and grubbing, >24"-36"	\$	\$
5	2010-108-E-0	2,919	C.Y. Excavation, class 10	\$	\$
6	2010-108-G-0	7,341	S.Y. Subgrade preparation, 12"	\$	\$
7	2010-108-J-1	1	L.S. Remove and salvage street signs	\$	\$
8	2010-SP-1	25	C.Y. Breakup and remove concrete	\$	\$
9	3010-SP-1	100	C.Y. Remove trench backfill material	\$	\$
10	3010-SP-2	100	C.Y. Furnish and install trench soils	\$	\$
11	4010-108-A-1	71	L.F. Sanitary sewer gravity main, trenched, 8" VCP	\$	\$
12	4010-SP-1	88	L.F. Sanitary sewer service, trenched, 8" VCP	\$	\$
13	4020-108-A-1	506.0	L.F. Storm sewer, trenched, class III RCP, 15"	\$	\$
14	4020-108-A-1	752.2	L.F. Storm sewer, trenched, class III RCP, 18"	\$	\$
15	4020-108-A-1	47.5	L.F. Storm sewer, trenched, class III RCP, 24"	\$	\$
16	4020-108-C-1	162	L.F. Removal of storm sewer, ≤27"	\$	\$
17	4020-SP-1	1	Ea. Construct storm sewer support	\$	\$
18	4060-SP-1	1,377	L.F. Video inspection of storm/sanitary sewer main	\$	\$
19	5010-108-A-1	28	L.F. Water main, trenched, 6"	\$	\$
20	5010-108-A-1	764	L.F. Water main, trenched, 8"	\$	\$
21	5010-108-A-1	65	L.F. Water main, trenched, 8" RJ	\$	\$
22	5010-108-C-1	1	Ea. Fitting, DIP tee, 6"x6"x6"	\$	\$
23	5010-108-C-1	4	Ea. Fitting, DIP tee, 8"x8"x6"	\$	\$
24	5010-108-C-1	1	Ea. Fitting, DIP tee, 8"x8"x8"	\$	\$
25	5010-108-C-1	1	Ea. Fitting, MJ cap, 6"	\$	\$
26	5010-108-C-1	1	Ea. Fitting, MJ cap, 8"	\$	\$
27	5010-108-C-1	2	Ea. Fitting, DIP 22.5° bend, 8"	\$	\$
28	5010-108-C-1	1	Ea. Fitting, DIP 90° bend, 8"	\$	\$
29	5010-SP-1	1	Ea. Connect to existing 6" water main	\$	\$
30	5010-SP-1	2	Ea. Connect to existing 8" water main	\$	\$

Item No.	Item Code	No. of Units		Description	Unit Price	Total
31	5010-SP-2	1	Ea.	1" corporation stop and tap	\$	\$
32	5010-SP-3	18	L.F.	Water service, trenched, cu, 1"	\$	\$
33	5010-SP-4	1	Ea.	1" curb stop and valve box	\$	\$
34	5020-108-A-0	1	Ea.	Valve, gate valve/box, 6"	\$	\$
35	5020-108-A-0	4	Ea.	Valve, gate valve/box, 8"	\$	\$
36	5020-108-C-0	3	Ea.	Fire hydrant assembly	\$	\$
37	5020-108-D-0	1	Ea.	Temporary blowoff on 6" main	\$	\$
38	5020-SP-1	1	Ea.	Furnish and cut-in 8" gate valve/box	\$	\$
39	5020-SP-2	2	Ea.	Remove fire hydrant assembly	\$	\$
40	5020-SP-3	1	Ea.	Fire hydrant extension, 6"	\$	\$
41	5020-SP-3	1	Ea.	Fire hydrant extension, 12"	\$	\$
42	6010-108-B-0	3	Ea.	Intake type, SW-501	\$	\$
43	6010-108-B-0	1	Ea.	Intake type, SW-503	\$	\$
44	6010-108-B-0	4	Ea.	Intake type, SW8	\$	\$
45	6010-108-B-0	2	Ea.	Intake type, SW8-modified	\$	\$
46	6010-108-E-0	1	Ea.	Manhole adjustment, minor	\$	\$
47	6010-108-F-0	1	Ea.	Manhole adjustment, major	\$	\$
48	6010-108-G-0	1	Ea.	Connect to existing intake	\$	\$
49	6010-108-H	4	Ea.	Remove storm structure	\$	\$
50	6010-108-H	3	Ea.	Remove sanitary manhole	\$	\$
51	6010-SP-1	2	Ea.	Storm manhole, SW-401, 48", base, ring and cover and chimney seal	\$	\$
52	6010-SP-2	11.2	V.F.	Storm manhole, SW-401, 48"	\$	\$
53	6010-SP-3	4	Ea.	Sanitary manhole, type SW-301 base, ring and cover and chimney seal	\$	\$
54	6010-SP-4	35.6	V.F.	Sanitary manhole, type SW-301, 48"	\$	\$
55	7010-108-A-0	6,593	S.Y.	Pavement, PCC, 7"	\$	\$
56	7010-SP-1	55	Ea.	Furnish and install 18" #5 bar (24" O.C.)	\$	\$
57	7010-SP-2	40	Ton	Furnish and install HMA paving	\$	\$
58	7030-108-G-0	286	S.F.	PVC or composite detectable warning panel	\$	\$
59	7030-108-H-0	43	S.Y.	Driveway, paved, PCC, 6"	\$	\$
60	7030-SP-1	6,550	S.F.	Pavement removal, sidewalk	\$	\$
61	7030-SP-4	871	S.F.	Sidewalk, PCC, 4"	\$	\$
62	7030-SP-4	12,700	S.F.	Sidewalk, PCC, 5" w/ fibermesh	\$	\$
63	7040-108-H-0	2,553	S.Y.	Pavement removal, street/driveway	\$	\$
64	7040-SP-1	302	L.F.	Sawcut paving	\$	\$
65	7080-SP-1	3,999	L.F.	Painted pavement markings, epoxy	\$	\$
66	7080-SP-2	175	L.F.	Removal of existing pavement markings	\$	\$
67	9020-108-A-0	508	SQ.	Sodding	\$	\$
68	9040-108-F	2,563	L.F.	Wattle 9", furnish, install, maintain and remove	\$	\$
69	9040-108-N	1,405	L.F.	Silt fence, furnish, install, maintain and remove	\$	\$
70	9040-SP-1	1	L.S.	Erosion control	\$	\$

Item No.	Item Code	No. of Units		Description	Unit Price	Total
71	9060-SP-1	251	L.F.	Removal of fence	\$	\$
72	9070-SP-1	1	L.S.	Construct modular block retaining wall	\$	\$
73	SP-1	1,800	L.F.	Conductor, 3/C-#8, Cu, with ground, 600 volt	\$	\$
74	SP-2	10	Ea.	Foundation, direct drill	\$	\$
75	SP-3	10	Ea.	Fuse	\$	\$
76	SP-4	5	Ea.	Ground Rod	\$	\$
77	SP-5	5	Ea.	Handhole	\$	\$
78	SP-6	1,800	L.F.	Conduit, PVC, 2"	\$	\$
79	SP-7	10	Ea.	Fixture, cobra head	\$	\$
80	SP-8	10	Ea.	Pole, cobra head, anchor base	\$	\$
81	SP-9	1,800	LF	Trench, 24" deep	\$	\$
82	SP-IDOT-2506	15	C.Y.	Funish and install flowable mortar	\$	\$
83	SP-IDOT-2528	1	L.S.	Traffic control	\$	\$
				Subtotal - Division I	\$	\$
<b>Division II - Site Improvements (100% School)</b>						
84	1090-105-D-0	1	L.S.	Mobilization	\$	\$
85	2010-108-A-0	6	Ea.	Clearing and grubbing, 6"-18"	\$	\$
86	2010-108-A-0	4	Ea.	Clearing and grubbing, >18"-24"	\$	\$
87	2010-108-A-0	1	Ea.	Clearing and grubbing, >24"-36"	\$	\$
88	2010-108-E-0	809	C.Y.	Excavation, class 10	\$	\$
89	2010-108-G-0	2,655	S.Y.	Subgrade preparation, 12"	\$	\$
90	2010-108-J-1	1	L.S.	Remove and salvage street signs	\$	\$
91	4010-108-I-0	1	Ea.	Sanitary sewer cleanout	\$	\$
92	4010-SP-1	181.5	L.F.	Sanitary sewer service, trenched, 8" PVC	\$	\$
93	4010-SP-2	155	L.F.	Removal of sanitary service, ≤8"	\$	\$
94	4010-SP-3	1	Ea.	Sanitary sewer service wye on existing main	\$	\$
95	4020-108-A-1	122.9	L.F.	Storm sewer, trenched, class III RCP, 15"	\$	\$
96	4040-108-A-0	16	L.F.	Subdrain, 4"	\$	\$
97	4040-108-D-0	1	Ea.	Subdrain outlet	\$	\$
98	4060-SP-1	123	L.F.	Video inspection of storm/sanitary sewer main	\$	\$
99	5010-108-A-1	80	L.F.	Water main, trenched, 6" DIP	\$	\$
100	5010-108-A-1	71	L.F.	Water main, trenched, 6" DIP RJ	\$	\$
101	5010-108-C-1	1	Ea.	Fitting, DIP tee, 8"x8"x6"	\$	\$
102	5010-108-C-1	1	Ea.	Fitting, DIP 45° bend, 6"	\$	\$
103	5010-SP-5	1	L.S.	Connect to existing 3" water service w/ 6"x3" threaded blind plug and 3" galvanized nipple	\$	\$
104	5020-108-A-0	2	Ea.	Valve, gate valve/box, 6"	\$	\$
105	5020-108-D-0	1	Ea.	Temporary blowoff on 6" main	\$	\$
106	5020-SP-1	1	Ea.	Furnish and cut-in 6" gate valve/box	\$	\$
107	6010-108-B-0	2	Ea.	Intake type, SW-501	\$	\$

Item No.	Item Code	No. of Units		Description	Unit Price	Total
108	6010-108-B-0	1	Ea.	Intake type, SW-507	\$ _____	\$ _____
109	6010-108-B-0	1	Ea.	Intake type, SW-511	\$ _____	\$ _____
110	6010-108-H	1	Ea.	Remove storm structure	\$ _____	\$ _____
111	6010-108-H	2	Ea.	Remove sanitary manhole	\$ _____	\$ _____
112	6010-SP-1	1	Ea.	Storm manhole, SW-401, 48", base, ring and cover and chimney seal	\$ _____	\$ _____
113	6010-SP-2	6.2	V.F.	Storm manhole, SW-401, 48"	\$ _____	\$ _____
114	7010-108-A-0	2,322	S.Y.	Pavement, PCC, 7"	\$ _____	\$ _____
115	7010-108-E-0	160	L.F.	Curb and Gutter, 24" wide, 7" thick	\$ _____	\$ _____
116	7010-SP-1	57	Ea.	Furnish and install 18" #5 bar (24" O.C.)	\$ _____	\$ _____
117	7020-108-A-0	225	Ton	Overlay, HMA	\$ _____	\$ _____
118	7030-108-G-0	56	S.F.	PVC or composite detectable warning panel	\$ _____	\$ _____
119	7030-SP-1	6,962	S.F.	Pavement removal, sidewalk	\$ _____	\$ _____
120	7030-SP-2	1	L.S.	Remove existing stairs	\$ _____	\$ _____
121	7030-SP-3	1	L.S.	Remove existing loading dock	\$ _____	\$ _____
122	7030-SP-4	9,266	S.F.	Sidewalk, PCC, 5" w/ fibermesh	\$ _____	\$ _____
123	7030-SP-5	1,529	S.F.	Furnish and install 1.5-inch extruded polystyrene insulation	\$ _____	\$ _____
124	7030-SP-6	1	L.S.	Furnish and install geofoam stoop	\$ _____	\$ _____
125	7040-108-G-0	300	S.Y.	Milling, HMA	\$ _____	\$ _____
126	7040-108-H-0	1,867	S.Y.	Pavement removal, street/driveway	\$ _____	\$ _____
127	7040-SP-1	710	L.F.	Sawcut paving	\$ _____	\$ _____
128	7080-SP-1	4,682	L.F.	Painted pavement markings, epoxy	\$ _____	\$ _____
129	7080-SP-3	11	Ea.	Painted pavement symbols, epoxy	\$ _____	\$ _____
130	7080-SP-4	4	Ea.	Furnish and install handicap sign/bollard and symbol	\$ _____	\$ _____
131	9040-SP-1	1	L.S.	Erosion control	\$ _____	\$ _____
132	9060-SP-1	119	L.F.	Removal of fence	\$ _____	\$ _____
				Subtotal - Division II	\$ _____	\$ _____
				<b>Total - Division I-II</b>	\$ _____	\$ _____

REVIEW SET ONLY - NOT FOR BIDDING

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, \_\_\_\_\_ as Principal (hereinafter called "Contractor" or "Principal"), and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Sioux City, Iowa, as Obligee, (hereinafter called "City") and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the City, bearing the date of \_\_\_\_\_ (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements: **South Cypress Street Extension, Ravine Park Lane to Lincoln Way Project** and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the City from all outlay and expense incurred by the City by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agree to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to; claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the City is required to retain until completion of the improvement, but the Contractor and surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of two years.
  - B. To keep all work in continuous good repair; and
  - C. To pay the City's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the City all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the City at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty-five percent of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- B. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the City including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys' fees (including overhead expenses of the City's staff attorneys), and all costs and expenses of litigation as they are incurred by the City. It is intended that Contractor and Surety will defend and indemnify the City on all claims made against the City on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the City will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Woodbury County District Court, State of Iowa. If legal action is required by the City to enforce the provisions of this Bond or to collect the monetary obligation accruing to the benefit of the City, the Contractor and the Surety agree, jointly and severally, to pay the City all outlay and expense incurred therefore by the City. All rights, powers, and remedies of the City hereunder shall be cumulative and not alternative and shall be in addition to Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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

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

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

**SURETY:**

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

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

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

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

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

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

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

**PRINCIPAL:**

\_\_\_\_\_  
Contractor

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

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

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

REVIEW SET ONLY NOT FOR BIDDING

# INSERT INSURANCE CERTIFICATES



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER   INSURED	CONTACT (NAME) PHONE (A/C, No, Ext): <span style="float: right;">FAX (A/C, No):</span> E-MAIL ADDRESS:  INSURER(S) AFFORDING COVERAGE: <span style="float: right;">NAIC #</span> INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN EXCEEDED BY POLICIES.

RISK LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	EFFECTIVE DATE (MM/DD/YYYY)	EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATION	<input type="checkbox"/>				WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (See ACORD 101, Additional Remarks Schedule, if more space is required)  
 Project Name & City: Project #  
 Sioux City, IA  
 The City of Sioux City is listed as a named additional insured for general & automobile liability.

<b>CERTIFICATE HOLDER</b>  City of Sioux City PO Box 447 Sioux City, IA 51102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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Clear All

**GENERAL CONDITIONS**

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REVIEW SET ONLY - NOT FOR BIDDING

## GENERAL CONDITIONS

### SECTION 1 - DEFINITIONS

The following terms as used in the contract documents shall have the following meanings:

- 1.1 **Change Order** - A change order is a written order to the Contractor signed by the City and/or the Representative, ordering a change which has been found necessary or desirable to the work from that originally shown by the plans and specifications. A change order can also represent a final quantity adjustment. A Change order duly executed by the Contractor constitutes authorized modifications of the contract.
- 1.2 **City** - The City of Sioux City, Iowa.
- 1.3 **City Council** - The duly elected members of the City Council of the City of Sioux City, Iowa.
- 1.4 **The Contract** - The documents that make up the contract are set forth in the instrument identified as the Form of Contract of which these general conditions are a part.
- 1.5 **Contract Completion Date** - The contract completion date is the date on which the Contractor must complete the Work.
- 1.6 **Contract Price/Contract Sum** - The contract price is the total of the unit prices stated in the Form of Contract. The contract sum is the total amount payable by the City to the Contractor for the performance of the work under the contract documents after applying actual measurements of work product to unit prices and adding or deducting all approved change orders.
- 1.7 **Contract Time** - The total number of calendar days allotted for the completion of the work.
- 1.8 **Contractor** - The person, firm or corporation to whom the contract is awarded by the City.
- 1.9 **Days** - The term days as used in the contract shall mean calendar days.
- 1.10 **Extra Work** - Extra work shall mean work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract within its intended scope and authorized by the Representative or is desired by the City in addition to that work called for in the drawings and specifications. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface or subsurface conditions.
- 1.11 **Notice** - Where in any of the contract documents there is any provision in respect to the giving of any notice, such notice shall be deemed to have been given (as to the City), when written notice shall be delivered to the Representative, or on the third delivery day after the notice shall have been placed in the United States mail addressed to the said Representative at his office; as to the Contractor, when a written

notice shall be delivered to the chief representative of the Contractor at the site of the project to be constructed under the contract or on the third delivery day after mailing such written notice in the United States mail addressed to the Contractor at the place stated in the papers prepared by him to accompany his proposal as the address of his permanent place of business; as to the surety on the performance bond, on the third day after the written notice shall have been placed in the United States mail addressed to the surety at the home office of such surety.

- 1.12 **Punch List** - A list of Work Product that remains to be completed to the satisfaction of the Representative in order to satisfy the terms of the contract.
- 1.13 **Representative** - The Representative means the duly appointed person (either staff, or outside consultant) designated by the City, who shall be the City's representative during the period of time work is performed under this contract. The Representative shall have only those powers and duties contained in the contract. Whenever the term Representative is used, it shall be construed to include his duly authorized representative.
- 1.14 **Shop Drawings** - Shop drawings include drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract.
- 1.15 **Site** - The location designated by the Representative where the final work product is to be delivered for acceptance by the City.
- 1.16 **Subcontractor** - A person, firm or corporation other than the Contractor, supplying labor and materials or labor for work at the site of the project.
- 1.17 **Work** - The furnishing of all labor, material, equipment, and other incidentals necessary or convenient to the successful completion imposed by the contract, including delivery of the work product to the site.
- 1.18 **Work Product** - Parts of and/or the ultimate item to be constructed and ultimately delivered to the City, including installation where required.

## SECTION 2 - CONTRACT DOCUMENTS

- 2.1 **The Contract** - The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. Except as provided by General Conditions, Sections 11.1 and 11.3, the contract may be amended or modified only by a written change order signed by the Representative, and/or the City, and the Contractor. Nothing contained in the contract documents shall create any contractual relationship between the City and any subcontractor or sub-subcontractor.
- 2.2 **Correlation and Intent** – (a) The intent of the contract documents is to include all items necessary for the proper execution and completion of the work. The contract documents are complementary, and what is required by any one shall be as binding as if required by all. Work not covered in the contract documents will not be required

unless it is consistent therewith and is reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations which have well known technical or trade meanings are used in the contract documents in accordance with such recognized meanings.

(b) It is the intent of the Contract Documents to describe a functionally complete Project to be constructed in accordance with the Contract Documents. Any work, material or equipment that may reasonably be inferred from the Contract Documents, or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed whether or not specifically called for. This shall include, but not be limited to, items specifically identified in the specifications as incidental. Work items clearly depicted on the plans, which are not covered by a specific bid item, are considered to be incidental to the Contract.

2.3 **Successors and Assignment** - The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents. No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the City and the surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in assignment contracts, the following language must be set forth:

*"It is agreed that the funds to be paid to the assignee under this assignment are subject to the prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms or corporations rendering such services or supplying such materials."*

2.4 **Governing Law** - This contract shall be governed by any applicable federal laws and by the laws of the State of Iowa and the ordinances of the City.

2.5 **Jurisdiction** - The Woodbury County, Iowa, District Court shall have exclusive jurisdiction of all litigation between the Contractor and the City.

2.6 **Rights and Remedies** - The duties and obligations imposed by the contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

### SECTION 3 - THE CITY

3.1 **Information** - Information or services under the City's control shall be furnished by the City upon request of the Contractor with reasonable promptness to avoid delay in the orderly progress of the work. The City shall not be responsible for the accuracy of information given to the Contractor unless specifically warranted by the Representative to be accurate.

- 3.2 **Copies Provided** - Unless otherwise provided in the contract documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications, reasonably necessary for the execution of the work.
- 3.3 **Coordination of Contract Documents** - (a) In case of any discrepancy between the various Contract Documents, the priority of such documents, and therefore the order in which the provisions of such documents shall govern, shall be as found in Article IV of the Form of Contract.
- (b) The Contractor shall not take advantage of any apparent error or omission in the plans and/or specifications or of any discrepancy between the plans and/or specifications. The Representative shall be permitted to make such correction in interpretation as may be deemed necessary for the fulfillment of the intent of the plans and specifications.
- 3.4 **Construction Stakes** – The City, or Representative, will furnish the Contractor with all lines, grades and measurements necessary to the proper prosecution and control of the work contracted. The Contractor shall satisfy himself as to the accuracy of all measurements before constructing any permanent structure and shall not take advantage of any errors which may have been made in laying out the work. Such stakes and markings as the City may set for either the Representative's or the Contractor's guidance will be scrupulously preserved by the Contractor. In case of negligence on the part of the Contractor, or his employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor, at the discretion of the Representative. The City will not be responsible for delays due to lack of grade or line stakes unless the Contractor shall have given the Representative two (2) business days' notice, in writing, that such stakes will be needed. The Contractor shall preserve all survey control points during construction.
- 3.5 **Instructions** - The City shall forward all instructions to the Contractor through the Representative.
- 3.6 **City's Right to Stop the Work** - If the Contractor fails to correct defective work as required by General Conditions, Section 12.2, or persistently fails to carry out the work in accordance with the contract documents, the Representative or the City by a written notice, may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to stop the work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or entity.
- 3.7 **City's Right to Carry Out the Work** - If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, and fails within seven days after receipt of written notice from the City, to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate change order shall be issued, deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for any additional services made necessary by such default, neglect or failure. Failure by the Contractor to execute such a change order shall not invalidate

the order, and the Representative shall note such refusal thereon. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City.

3.8 **Suspension of Work** - (a) The City or the Representative may at any time suspend the work or any part thereof by giving a reasonable notice (oral or written) to the Contractor. If orally, the City or the Representative must follow up within a reasonable time in writing. In an emergency situation, the length of the notice may be reduced accordingly.

(b) In the event the Contractor is ordered to suspend work for some unforeseen cause not provided for in the contract documents, and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the job during the period of shutdown. The Contractor must use every reasonable effort to utilize employees and machinery on other parts of the job. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the date of the order for work to cease until the date of the order for work to resume. Claims for such compensation shall be processed under General Conditions, Section 14 herein. No provision of this paragraph shall be construed as entitling the Contractor to compensation for delays caused by orders suspending the work due to inclement weather, failure of surety, Contractor's failure to perform in accordance with the contract or order of the Representative, for suspension made at the request of the Contractor or for any other delay provided for in the contract.

(c) If it should become necessary to stop work for any period, the Contractor shall store all materials in such manner that they will not become an obstruction, nor become damaged in any way, and shall take every precaution to prevent damage or deterioration of the work performed; provided suitable drainage by opening ditches, shoulder drains, etc., and erect temporary structures where necessary.

(d) The Contractor shall not suspend the work without written authority from the Representative, and shall proceed with the work promptly when notified by the Representative to resume operations.

(e) This paragraph does not require the Representative to suspend the work for any reasons.

3.9 **Use and Possession Prior to Completion** - (a) The City shall have the right to take possession of and use any completed or partially completed part of the work delivered to the City. Such possession or use shall not be deemed an acceptance of any work under the contract. While the City has such possession or use, the Contractor, notwithstanding the provisions of the clause of this contract regarding protection of the work, shall be relieved of the responsibility for the loss or damage to the work resulting from the City's possession or use. However, the Contractor will be responsible for any damages which may be caused by defective work or failure to comply with the contract documents. If such prior possession or use by the City delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment in the contract sum or the time of completion will be made and the contract shall be modified in writing accordingly and the provisions of General Conditions, Section 7 shall not be applicable.

(b) Possession and use by the City shall not be construed to constitute an extension of the Contractor's time to complete the work.

#### SECTION 4 - THE REPRESENTATIVE

- 4.1 **City's Representative** - The Representative will provide administration of the contract on behalf of the City as herein provided. The Representative will be the City's representative until final payment is due. The City's instructions to the Contractor shall be forwarded through the Representative. The Representative will have authority to act on behalf of the City only to the extent provided in the contract documents, unless otherwise modified by written instrument in accordance with General Conditions, Section 2.1.
- 4.2 **Representative Not to Control Construction** - The Representative will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work (except as specifically set out in the contract documents), and will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Representative will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- 4.3 **Payments Certified** - Based on the Representative's observations and an evaluation of the Contractor's progress in the work, the Representative will determine the amounts owing to the Contractor and will issue certificates for payments in such amounts, as provided herein, to the Contractor for review and approval. If approved by the Contractor, it is to be signed and returned to the Representative for processing.
- 4.4 **Interpreter of Contract Documents** - (a) The Representative will be the interpreter of the requirements of the contract documents and the judge of the performance thereunder for the City. The Representative will render interpretations necessary for the proper execution or progress of the work, with reasonable promptness and in accordance with any time limit agreed upon.
- (b) Claims, disputes and other matters in question between the Contractor and Representative relating to the execution or progress of the work or the interpretation of the contract documents, shall be determined by the Representative, which he will render in writing within twenty days unless a longer time is agreed. The Representative's decision with regard to execution or progress of the work or interpretation of the contract documents will be final.
- 4.5 **Authority to Reject Work** - The Representative will have authority to reject work which does not conform to the contract documents. Whenever, in his opinion, he considers it necessary or advisable for the implementation of the intent of the contract documents, he will have authority to require special inspection or testing of the work whether or not such work be then fabricated, installed or completed.

- 4.6 **Shop Drawings Approved** – When shop drawings are required by other contract documents, the Representative will review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings and samples, but only for conformance with the design concept of the work and with the information given in the contract documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Representative's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.7 **Change Orders** - The Representative will prepare change orders in accordance with General Conditions, Section 11 and will have authority to order minor changes in the work as provided in General Conditions, Section 11.3.
- 4.8 **Approval of Sources of Supply of Material** - If other contract documents require that all or certain materials to be incorporated into the project be approved by the City, the following provisions and General Conditions, Section 4.9 and 4.10 apply. The source of supply of each of the materials required may be approved by the Representative before delivery is started. Preliminary samples may be submitted by the Contractor, producer, or owner of the supply, for inspection or tests. The results obtained from testing such samples may be used for preliminary approval, but will not be used as a final acceptance of the materials. All materials proposed to be used may be tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a product of uniform quality, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from another source.
- 4.9 **Approval and Acceptance of Materials** - (a) Samples of all materials for testing upon which is to be based the acceptance or rejection, shall be taken by the Representative or his authorized representative at the discretion of the Representative. Materials may be sampled either prior to shipment or after being received at the place of construction. All sampling, inspection and testing shall be done in accordance with the methods hereinafter prescribed.
- (b) The Contractor shall provide such facilities as the Representative or his representative may require, for conducting field tests, and for collecting and forwarding samples. The Contractor shall not use or incorporate into the work any materials represented by the samples until tests have been made, and the material found to be acceptable. Only materials conforming to the requirements of these specifications shall be used in the work. Any materials which, after approval, have for any reason become unfit for use shall not be incorporated into the work.
- 4.10 **Method of Sampling and Testing** - (a) Except as otherwise provided, sampling and testing of all materials, and the laboratory method and testing equipment required under these specifications, shall be in accordance with the current AASHTO Standard Specifications. Sampling and testing of materials not covered by AASHTO and not otherwise provided for, shall be in accordance with the standards of the Standard and Tentative Methods of the A.S.T.M. as published in the most recent edition thereof.
- (b) Materials must meet the standards established by AASHTO or ASTM.

(c) The testing of samples and materials shall be made at the expense of the City. Laboratory sieves shall have square openings of the size specified. The Contractor shall furnish the required samples without charge. The Contractor shall give sufficient notification of the placing of orders for materials to permit testing.

4.11 **Final Certificate of Payment** - The Representative will conduct inspections to determine final completion, will receive for the City written warranties and related documents required by the contract and assembled by the Contractor, and will issue a certificate of final payment, for review and approval, upon compliance with the requirements of General Conditions, Section 8.

4.12 **Authority Limited** - The duties, responsibilities and limitations of authority of the Representative as the City's representative during construction as set forth in the contract documents will not be modified or extended without written consent of the City. In case of the termination of the employment of the Representative, the City shall appoint a substitute Representative who shall have the same powers and responsibilities as the Representative defined in the contract.

4.13 **Inspection and Authority and Duties of Inspectors** - (a) Inspection of the construction work shall be under the control of the City.

(b) Inspectors are representatives of the Representative and shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all and any part of the work, and to the preparation, fabrication or manufacture of the materials to be used. The inspector is not authorized to revoke, alter or waive any requirements of the specifications. The inspector is authorized to call the attention of the Contractor to any failure of the work or materials to conform to the specifications and contract. The inspector shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Representative.

(c) The inspector shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any advice which the inspector may give the Contractor shall in no way be construed as binding to the Representative in any way, or releasing the Contractor from fulfilling all the terms of the contract.

## SECTION 5 - THE CONTRACTOR

5.1 **Review of Contract Documents** - The Contractor shall carefully study and compare the contract documents and shall at once report to the Representative any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City for any damage resulting from any such errors, inconsistencies or omissions in the contract documents, unless he proceeds with the work or any part thereof with knowledge of an error, inconsistency or omission. The Contractor shall perform no portion of the work at any time without contract documents or, where required, approved shop drawings, product data or samples for such portion of the work.

5.2 **Supervision and Construction Procedures** - (a) The Contractor shall supervise and direct the work, using his best skill and attention. He shall be solely responsible for all portions of the work under the contract.

(b) The Contractor shall be responsible to the City for the acts and omissions of his employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor.

(c) The Contractor shall not be relieved from his obligations to perform the work in accordance with the contract documents, either by the activities or duties of the Representative in his administration of the contract, or by inspections, tests or approvals performed by persons other than the Contractor.

(d) The Contractor shall provide and maintain in a neat and sanitary condition, properly secluded, such accommodations for the use of his employees as may be necessary to comply with the requirements and regulations of the state, or local department of health or other agencies having jurisdiction therewith.

(e) The Contractor shall employ competent and conscientious persons with sufficient skill to properly perform the work assigned to them. The Representative may demand the dismissal of any employee who is disobedient, careless or lacks the necessary skill to perform the work assigned.

(f) The Contractor shall store materials at the site of the work, and conduct the work so as to cause no greater obstruction to traffic than is considered necessary by the Representative.

(g) The Contractor shall maintain one set of the contract documents at the site, at all times.

5.3 **Notification to Property Owners** - Where the work will potentially affect adjacent or nearby property owners/tenants, the City will provide an informational paper (door hanger) that the Contractor is to give to each property owner/tenant. The Contractor shall distribute this paper at least three (3) business days, but not more than ten (10) business days, prior to beginning work, to those property owners/tenants that will or may be affected by the work.

Additionally, the Contractor shall notify property owners/tenants as to when they will be working adjacent to their property so that any private property, lawn irrigation, landscaping, planters, fencing, etc., within the construction area can be removed by the property owner/tenant prior to construction.

5.4 **Prosecution of Work** - (a) Immediately after award of the contract, the Contractor shall make necessary arrangements for a pre-construction meeting with the Representative so as to clarify scheduling, and other work components of this project.

(b) The Contractor shall notify the Representative at least twenty-four hours in advance of the time he intends to start. The Representative shall have control of the order in which the various parts of the improvements are to be performed. The order of the improvement as determined by the Contractor will be followed except where the

Representative determines that such order would not be in the best interest of the City. The Contractor shall conduct the work in such a manner and with sufficient material, equipment, and labor, as is considered necessary to insure its completion within the time limit set forth in the Form of Contract. The work covered by and included in this contract shall be prosecuted regularly, and uninterruptedly from the time specified for commencement, until all work is completed in every detail, to the satisfaction of the Representative. Should the prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Representative, he shall notify the Representative at least twenty-four hours in advance of resuming operations.

(c) If it appears that the rate of progress is such that the contract will not be completed within the contract period, or if the work is not being executed in a satisfactory and workmanlike manner, the City may order the Contractor to take such steps as considered necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks from receipt of same, he shall automatically be disqualified from receiving additional awards, and the Representative shall have the right to declare the contract in default and to complete the work in accordance with the provisions of General Conditions, Section 13.

(d) The Contractor must complete the project, including all Punch List items, prior to the completion date, or liquidated damages will be charged in accordance with General Conditions, Section 7.2.

(e) Upon completion of the work, the Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the Punch List items prior to the completion date.

(f) The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.5 **Superintendent** - A qualified superintendent, who is acceptable to the City, shall be assigned by the Contractor to the work, and give efficient supervision to the work until its completion. The superintendent shall have full authority to act on behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the superintendent shall not be engaged in the full-time operation of equipment/machinery on the work.

5.6 **Labor and Materials** - Unless otherwise provided in the contract documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the work.

5.7 **Specifications Applicable** - All work shall be constructed in accordance with the current version of the Iowa Statewide Urban Design and Specifications (SUDAS), and the current City supplement.

- 5.8 **Warranty** - The Contractor warrants to the City and the Representative that all materials and equipment furnished under this contract will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of General Conditions, Section 12.2. Warranty periods begin when the City accepts the work, and extends for a period of time as defined in the Performance Bond.
- 5.9 **Removal of Rejected Materials** - The Contractor shall promptly remove all rejected work.
- 5.10 **Tax Statement** - Upon completion of this contract and acceptance thereof by the City Council, if the Contractor was not issued a Tax Exempt certificate, the Contractor shall furnish the City, in duplicate on Iowa Department of Revenue Form 35-002, a certified list of all sales taxes and/or use taxes paid by him in connection with the execution of this contract. The Contractor shall also require each of his subcontractors to keep similar records, and to furnish him a sufficient number of such certificates so that he may furnish duplicates thereof to the City. All of the above-mentioned certified statements must be filed with the Representative within thirty days after the City accepts the completed project. Final payment may be withheld from the Contractor for failure to file with the City a properly executed form as required herein.
- 5.11 **Permits, Fees and Notices** - (a) If not previously obtained by the City, the Contractor shall obtain all permits, pay all fees, give all notices, and comply with all permits, laws, ordinances, rules, regulations, and lawful orders of any public authority, bearing on the performance of the work.
- (b) It is not the responsibility of the Contractor to make certain that the contract documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the contract documents are at variance therewith in any respect, he shall promptly notify the Representative in writing, and any necessary changes shall be accomplished by appropriate change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Representative, he shall assume full responsibility therefor, and shall bear all costs attributable thereto.
- 5.12 **Work Progress** - The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. If it appears that the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Representative may order the Contractor to take such steps as he considers necessary to complete the contract within the period of time specified, or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, he may be disqualified from receiving any additional bidding proposals, and the City shall have the right to declare the contract in default in accordance with General Conditions, Section 13.1. Failure of the City or the Representative to issue such order shall not alter the Contractor's responsibility under the contract. The Contractor's

sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

5.13 **Shop Drawings** - (a) If shop drawings are required by other contract documents, the following provisions shall apply. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the City, or any separate Contractor, all shop drawings and samples required by the contract. By approving and submitting shop drawings and samples, the Contractor represents that he has determined and verified all materials, measurements, and construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract.

(b) The Contractor shall not be relieved of responsibility for any deviation from the requirements of the contract by the Representative's approval of shop drawings or samples unless the Contractor has specifically informed the Representative in writing of such deviation at the time of submission and the Representative has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings or samples by the Representative's approval thereof.

(c) The Contractor shall direct specific attention, in writing or on resubmitted shop drawings or samples, to revisions other than those requested by the Representative on previous submittals.

(d) All shop drawings and samples prepared by the Contractor and paid for by the City shall be the property of the City and upon completion of the work hereunder shall be delivered to the City.

5.14 **Communications** - The Contractor shall forward all communications to the City through the Representative. Prior to commencement of the work, the Contractor shall provide the Representative with a telephone number where the Contractor or his superintendent can be reached in an emergency at any time after commencement of the work, until the date of final completion.

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

5.16 **Subletting or Assigning of Contract** - Should the Contractor elect to assign this contract, the assignment shall be approved by the Contractor's bonding company, and shall then be presented for consideration by the City. Assignment can only be consummated after approval by the City. The City's decision on whether to consent to an assignment shall be conclusive and no appeal by the Contractor shall be permitted.

- 5.17 **Cleaning Up** - The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the work he shall remove all his waste materials and rubbish from and about the project as well as all his tools, construction equipment, machinery and surplus materials, and return the premises to the original condition as it existed immediately prior to construction. If the Contractor fails to clean up at the completion of the work, the City may do so, and the cost thereof shall be charged to the Contractor.

## SECTION 6 - MISCELLANEOUS PROVISIONS

- 6.1 **Affirmative Action** - The Contractor shall conform to the City of Sioux City's Affirmative Action Program Requirements and shall sign the Affirmative Action Information form as included in the bid documents.
- 6.2 **Arbitration** - Any controversy or claim arising out of or relating to this contract, or the breach thereof which cannot be resolved by mutual agreement, may be settled by arbitration only if the times, places, arbitrators, and various rules of arbitration conduct can be mutually agreed upon in writing, and approved by the Contractor and City in writing, any other paragraph, law or rule to the contrary notwithstanding.
- 6.3 **Inspection and Testing** - (a) All work (which term includes but is not restricted to materials, workmanship, and manufacture and fabrication of components) shall be subject to inspection and test by the Representative or his representative at all reasonable times and at all places prior to acceptance. Any such inspection and test is for the sole benefit of providing quality control measures to assure that the work strictly complies with the contract requirements. No inspection or test by the Representative shall be construed as constituting or implying acceptance. The inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the City after acceptance of the completed work. The City, or its Representative, will provide construction observation, management and inspection services for this project. It shall be the responsibility of the contractor to notify the City, or its Representative, in writing, at least twenty-four (24) hours in advance for use of the City's inspectors. If the work is interrupted for any reason other than weather, the Contractor shall provide twenty-four (24) hour written notice before resuming work.
- (b) The Contractor shall, without charge, replace any material or correct any workmanship found by the Representative not to conform to the contract requirements, unless in the public interest, the City consents to accept such material or workmanship with an appropriate adjustment in contract sum. The Contractor shall promptly segregate and remove rejected material from the premises.
- (c) If the Contractor does not promptly replace rejected material or correct rejected workmanship, the City; (1) may, by contract or otherwise, replace such material, or correct such workmanship, and charge the cost thereof to the Contractor, or (2) may terminate the Contractor's right to proceed in accordance with General Conditions, Section 13 of this contract.

6.4 **Preference for Iowa Products and Labor** - The Contractor shall give preference to products and provisions grown and coal produced within the state of Iowa, and to Iowa domestic labor in the construction of the work, over foreign products and labor, and shall otherwise comply with the provisions of Chapter 73 of the Code of Iowa.

6.5 **Subcontractors** - (a) The City will not recognize any subcontractor on the project as having any Contractor responsibility.

(b) The Contractor shall, with its bid documents, notify the Representative in writing of the names of any subcontractors proposed for the work.

(c) The City reserves the right to object to the use of any proposed subcontractor who:

- (1) Is currently in violation of any law, ordinance, or regulation governing affirmative action programs;
- (2) Has defaulted on any prior project with the City, and such default has not been cured to the City's satisfaction;
- (3) Does not possess the necessary licenses or skills to perform the work.

6.6. **Other Contracts** - The City may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors, and city employees, and carefully fit his work to such additional work as may be directed by the Representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or city employee.

6.7 **Demurrage and Respotting** - The City will be responsible for demurrage charges only when such charges accrue because of actions by the City which delay the unloading of the work product. Where the Contractor's actions also delay the unloading of any material, the City will not be responsible for any demurrage charges.

The City will pay railroad charges due to the respotting of cars only when such respotting is ordered by the City.

6.8 **Rights and Remedies** - (a) The duties and obligations imposed by the contract documents, and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In the event of a conflict, the provisions of this contract will control.

(b) No action or failure to act by the City, Representative or Contractor shall constitute a waiver of any right or duty afford any of them under the contract, nor shall any such action or failure to act constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

6.9 **Explosives** - Unless otherwise provided for in the Contractor documents, the use of explosives is prohibited without the express written consent of the Representative.

6.10

**Traffic Control** – Where the work will require traffic control on public right of way, the following provisions shall apply.

(a) All traffic control is the responsibility of the Contractor and must be done in accordance with the current version of the Manual of Uniform Traffic Control Devices (MUTCD). Prior to commencement of construction, the Contractor shall submit the traffic control plans to the Representative for review and approval.

(b) The Contractor shall, at his own expense and without further order, provide, erect and maintain, at all times during the construction of the work or any suspension of the work, and until completion and final acceptance thereof, suitable and requisite barricades and other types of traffic control devices as may be necessary to insure the safety of the public, as well as those engaged in the work. All barricades and other channelizing devices shall conform to Part 6 of the current version of the MUTCD.

(c) No street, sidewalk, or alley shall be closed to traffic for any reason, except for those identified elsewhere in the contract documents or as approved by the Representative to facilitate construction. The Representative shall be the judge of how many streets, sidewalks, or alleys, or parts of streets, sidewalks, or alleys it is necessary to be closed at any one time, and may refuse to close additional streets, sidewalks, or alleys, until such time as the current work is finished and open to traffic.

(d) If a street, sidewalk, or alley, is to be closed as provided herein, the Contractor shall notify the Representative ten (10) calendar days prior to the closure. The City reserves the right to refuse road, sidewalk, or alley closures based on a determination by the Representative of the Contractor's ability to meet the closure schedule. The sequence of street, sidewalk, or alley closing will be discussed at the pre-construction meeting, or during the progress of work.

(e) The Contractor must provide a 24 hour telephone number to the City and the 9-1-1 Communications Center in the event that defective, missing or non-operational signing is observed.

(f) All questions on traffic signing should be directed to the Representative.

(g) The Representative shall coordinate the removal of the existing regulatory signs which interfere with the proposed construction. Contractor shall provide a minimum of two days' notice. Contractor shall maintain all stop signs during construction.

(h) The Contractor's bid shall include all costs of furnishing, erecting, maintaining, moving and removing traffic control devices, including temporary No Parking signs, for divisions of work covered by this project.

(i) The Contractor shall post all temporary No Parking signs and file all of the appropriate documentation at the posting. The City will provide the temporary No Parking signs and forms for documentation to the Contractor. The effective time and date of the posting cannot be less than 24 hours from posting.

(j) If adequate barricades are not around the work site, as determined by the Representative, the person in charge at the job site will be notified. Continual failure to

comply with proper barricading procedures is sufficient reason for the City to shut down the project until the Contractor shall have provided the necessary protection.

#### 6.11 **Archaeological and Historical Findings**

(a) Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

(b) Should the Contractor encounter, during his operations, any human skeletal remains, building, part of a building, structure, or object which is incongruous with its surroundings, he shall immediately cease operations in that location and notify the Representative. The Representative will immediately investigate the Contractor's finding and will direct the Contractor to either resume his operations or to suspend operations as directed. The Contractor should also note Chapter 716.5 and 305A of the Iowa Code pertaining to the preservation of these findings.

(c) Should the Representative order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate change order as provided in General Conditions, Section 11. If appropriate, the change order shall include an extension of contract time in accordance with General Conditions, Section 7.

### SECTION 7 - TIME

7.1 **Time is of the Essence** - All time limits stated in the contract documents are of the essence of the contract. The completion date for this project is stated in the Form of Contract, and Notice to Proceed.

7.2 **Liquidated Damages** - (a) Should the Contractor fail to complete the work on or before the specified date of completion, as noted above, it is understood that the City will sustain pecuniary damages. The Contractor shall pay to the City as liquidated damages and not as a penalty, the sum of money set forth in the Form of Contract for each day that elapses after the contract completion date, and the date on which the work covered by such contract is actually completed, including the Punch List, general cleanup, and the removal of all equipment and obstructions from the site of the work. Such liquidated damages shall be payable to reimburse or compensate, at least in part, the City for: (1) the administration of the work covered by such contract and any other contract or contracts beyond the contract completion date; (2) the additional Representative expenses directly attributable to the work and incurred because of the delay; (3) expenditures resulting from the inability of the City and the general public to use the work product from and after such contract completion date until the actual date of completion; (4) other miscellaneous obligations and expenditures incurred by the City directly as a result of the failure to complete the work covered by such contract on or before the contract completion date. It is agreed that these damages are difficult of precise measurement at the inception of the contract and the sum stated herein in the Form of Contract is the best possible estimate of the damages that will accrue because of delay.

(b) The total amount so payable by the Contractor as liquidated damages may be deducted from any moneys due and payable to the Contractor by the City through the issuance of a change order, or so much thereof as is not deducted, shall be chargeable to and will be payable promptly by such Contractor or his bonding company to the City.

7.3

**Delays and Extensions of Time** - (a) The Contractor shall perform fully, entirely and in a satisfactory manner all the work by the contract completion date stated in the Form of Contract. The work covered by and included in this Contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Representative. No extension of time, whether for bad weather or for any other cause whatsoever, shall be granted unless authorized by the Representative by a written change order. The Contractor is not excused for any delay whatsoever except upon the written consent authorized by the Representative. If extra work or materials are required, the original completion date shall still govern unless the Representative grants an extension by written change order.

(b) In no event will additional time be granted to the Contractor unless the delay and subsequent failure to perform is beyond the control of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes beyond the control of both the Contractor and any subcontractor, and without fault or negligence of either of them, the Contractor shall not be deemed to be in fault unless: (1) the supplies or services to be furnished by the subcontractor were obtainable from other sources; (2) the Representative shall have ordered the Contractor in writing to procure such supplies or services from other sources; or (3) the Contractor shall have failed to comply reasonably with such order.

(c) If the Contractor is delayed at any time in the progress of the work by:

- (1) Any order, act, or neglect of the City, the Representative or their representative or agent; or
- (2) Any other cause beyond the Contractor's control;

then the Representative is authorized to grant an additional amount of time to the Contractor to complete the contract.

7.4

**Claims for Additional Time** - Any claim for additional contract time shall be made in writing to the Representative not more than seven (7) days after occurrence of the event giving rise to the claim; otherwise it shall be waived. In the case of a continuing delay, only one claim is necessary. The Contractor shall provide an estimate of the probable effect of such claim on the progress of the work. The Representative shall promptly investigate the Contractor's claim for additional contract time, and if justified, he shall notify the Contractor in writing, and an equitable adjustment shall be made and the contract modified pursuant to General Conditions, Section 11.

7.5

**Delay for Interpretations** - If no agreement is made stating the dates upon which interpretations, as provided in General Conditions, Section 4.4, shall be furnished, then no claim for additional contract time shall be allowed on account of failure to furnish

such interpretations until twenty days after written request is made for them, and not then unless such claim is reasonable.

- 7.6 **Extra Work** - If extra work or materials are required by written change order, no extension of time will be granted unless an extension of time is provided within the written change order.
- 7.7 **Sundays and Legal Holidays** - Except for such work as may be required to properly maintain or protect completed, or partially completed construction, or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Representative.
- 7.8 **No Damages for Delay** - General Conditions, Section 7.4 precludes the recovery of damages under any other provision of the contract documents for delay for any reasons falling within General Conditions, Section 7.3(c)(2). General Conditions, Sections 7.5 and 7.6 preclude the recovery for damages for delay under the circumstances enumerated therein. In addition, no damages for delays can be recovered for reasons found in General Conditions, Section 7.3(c)(1) to the extent the delay would have occurred in any event due to any other cause, including the negligence of the Contractor; or, for which an adjustment is provided or excluded under any other provision of this contract. There shall be no allocation of fault during concurrent delays.
- 7.9 **Procedure for Appeal of the Representative's Decision** - The procedure for appeal of the Representative's decision on a claim for additional time shall be governed by General Conditions, Section 14.4.
- 7.10 **Change Order Required** - Any approved claim for additional contract time under the provisions of this section shall be granted by change order.
- 7.11 **Extensions of Time** - Except for an extension of the contract completion date, the Representative may, upon written request and for good cause shown by the Contractor, grant an extension of time to perform any act required by the contract. The request for an extension of time must be made within the time to initially perform the act. An extension of time must be in writing and signed by the Representative.

## SECTION 8 - PAYMENTS AND COMPLETION

- 8.1 **Payment for Work Performed** - The Contractor will receive and accept as full payment for all items of acceptable work performed which are covered by definite unit prices or lump sum amounts specified in the Form of Contract, the rate specified therein, or in the case of work under a change order, the amount stated in the change order.
- 8.2 **Application for Payments** - Applications for payments shall be made by the Representative, to the City, on no more than a monthly basis.
- 8.3 **Measurement of Quantities** - The work completed under the contract shall be measured according to United States standard measures. Payment will be based on

the actual quantity of work performed under the various classifications of work in the contract.

- 8.4 **Scope of Payment** - The Contractor shall accept the compensation herein provided as full payment for furnishing all materials, labor, tools, and equipment, and for performing all work under the contract or any extension thereof allowed under General Conditions, Section 11; also, for all cost arising from the action of the elements or other natural causes, agreements, and performances, non-performance, or delays involving other Contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work, and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in and of itself be construed to prejudice or deny any claim filed under provisions of General Conditions, Section 14.
- 8.5 **Title** - The Contractor warrants that title to the work product covered by an application for payment will pass to the City upon delivery or upon installation, where required, or upon the receipt of a progress payment by the Contractor. This paragraph shall not negate or abridge the Contractor's obligations with regard to protection of the work in General Conditions, Section 9 or to any warranties required by the contract.
- 8.6 **Payments** - (a) If the work extends over a period of more than one month, the Contractor will receive monthly progress payments from the City based on the Representative's estimate of the amount of work product completed and delivered in an acceptable manner. The City's monthly progress payments shall be partial payments on the contract sum, and the monthly progress payment by the City does not constitute final acceptance of the work upon which the estimates are based.
- (b) Work completed in an acceptable manner during the month shall be paid for by the City within thirty days from the date the progress payment request was approved by the City.
- (c) The City shall retain from each monthly progress payment five (5) percent of that amount which is determined to be due by the Representative.
- 8.7 **Representative's Representations** - Submission of an application of payment signed by the Representative will constitute a representation by the Representative to the City, based on his observations at the site, that the work has progressed to the point indicated; that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work for conformance with the contract documents upon substantial or final completion, to the results of any subsequent tests required by or performed under the contract documents, to minor deviations from the contract documents correctable prior to completion, and to any specific qualifications stated in an attachment to the estimate); and that the Contractor is entitled to payment in the amount certified.
- 8.8 **Payments to Subcontractors** - The City shall not have any obligation to pay or to see to the payment of any moneys to any subcontractor or suppliers.

8.9 **Payment not Acceptance of Defective Work** - No estimate made for a progress payment, nor any progress payment, nor any partial or entire use of the work by the City, shall constitute acceptance of any work not in accordance with the contract documents.

8.10 **Payments Withheld** - (a) The Representative may decline to submit an application for payment and may withhold his estimate in whole or in part, to the extent necessarily reasonable to protect the City, if in his opinion, he is unable to make representations to the City as provided in General Conditions, Section 8.7. If the Representative is unable to make representations to the City as provided in General Conditions, Section 8.7, and thus submit the application, he will notify the Contractor. The Representative may also decline to submit an application for payment or, because of subsequently discovered evidence or subsequent observations, he may nullify the whole or any part of any estimate authorizing payment previously issued and adjust future estimates, to such extent as may be necessary, in his opinion, to protect the City from loss because of:

- (1) Defective work not remedied;
- (2) Damage to property of the City or another Contractor;
- (3) Reasonable evidence that the work will not be completed within the contract time, but only to the extent of liquidated damages and reasonably anticipated additional Representative expenses;
- (4) Persistent failure to carry out the work in accordance with the contract documents;
- (5) Errors in previous estimates;
- (6) Expenses or fees due the City for work on the project.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

8.11 **Final Completion, Acceptance, and Final Payment** - (a) Final completion means satisfactory completion of all work required by the contract documents or completion of the work product, including the Punch List, to such an extent the City is willing to accept the work product and authorize final payment.

Acceptance of a less than fully completed work product is solely within the discretion of the Representative. Upon final completion of the work, the Representative will promptly make an inspection, and when he/she finds the work acceptable under the contract, and the work FULLY completed, he/she shall promptly issue a certificate, over his/her own signature, stating that the work required by this contract has been completed and is accepted by him/her under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, is due and payable as follows: Five (5) percent of the contract sum shall be retained for thirty (30) days following formal acceptance of the work by the City Council under the

provisions of Chapter 573, Code of Iowa. All other unpaid sums shall be paid in accordance with General Conditions, Section 8.6.

(b) Before issuance of the retained percentage, the Contractor shall provide the certifications and other documentation that are required by the Contract Documents. These documents are due in the Representative's office forty-five days after the date of the first Punch List issued by the Representative. In the absence of a Punch List, the documents are due forty-five days after the date of the certificate of completion referred to in paragraph (a) above. The Representative may extend the time limits imposed herein for good cause shown. If the Contractor fails to comply with this paragraph, the City may, in its discretion, waive receipt of all certifications and other documents, accept the project and assess to the Contractor the damages the City has incurred as a result of the Contractor's failure to comply with this paragraph. The amounts of damages may be withheld from any sum of money due the Contractor by the City.

(c) The making of the final payment shall constitute a waiver of all claims by the City, other than those arising from (1) unsettled claims; (2) faulty work appearing within the guarantee period provided in the special conditions, or Performance, Payment, and Maintenance bond; (3) the requirements of the drawings and specifications; or (4) manufacturer's guarantees.

8.12 **Substantial Completion** - The concept of "substantial completion" has no application to this contract.

#### SECTION 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 **Contractor's Obligation** - (a) The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- (1) All employees on the work and all other persons who may be affected thereby while at or near the site;
- (2) All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the subcontractors; and
- (3) Other property at the site or adjacent thereto, including the following property which is illustrative but not inclusive: trees, shrubs, lawns, lawn sprinkling systems, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2 **Compliance with Applicable Laws** - The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

9.3 **Remedy for Damage or Loss** - The Contractor shall promptly remedy all damage or loss caused in whole or in part by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the Contractor is responsible under General Conditions, Section 9.1, except damage or loss attributable to the acts or omissions of the City or Representative or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to his obligations under General Conditions, Section 10.6.

SECTION 10 - INSURANCE AND INDEMNIFICATION

10.1 **Contractor's Insurance** - (a) The Contractor shall secure and maintain such insurance policies as will protect himself and his sub-Contractors from claims for bodily injuries, death, or property damage which may arise from operations under this Contract, whether such operations be by himself or by a subcontractor or anyone employed by them directly or indirectly, unless authorized by the City in writing. Policies must be issued by companies rated "A" or better by "Best's Policyholders Ratings Guide." The following insurance policies are required:

- (1) Workers Compensation – A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages:
  - (a) Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
  - (b) Employer's Liability Insurance with the following limits:
    - Bodily injury by accident .....\$500,000 each accident
    - Bodily injury by disease .....\$500,000 each accident
    - Bodily injury by disease .....\$500,000 policy limit
- (2) Comprehensive General Liability
  - (a) Combined Single Limit.....\$1,000,000
  - (b) Aggregate.....\$2,000,000
  - (c) Personal and Advertising Injury Limit .....\$1,000,000
  - (d) Products Completed Operations Aggregate Limit .....\$2,000,000
  - (e) Fire Damage Limit (any one fire).....\$50,000
  - (f) Medical Damage Limit (any one person).....\$5,000
- (3) Automobile Public Liability and Property Damage -Combined Single Limit .....\$2,000,000

10.2 **Insurance Inclusion** - The comprehensive general liability insurance shall include products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

10.3 **Contractual Liability** - The insurance required by General Conditions, Section 10.1 shall include contractual liability insurance coverage for the Contractor's obligations under General Conditions, Section 10.6.

- 10.4 **Certificates of Insurance** - Certificates of insurance acceptable to the City indicating insurance required by the contract is in force shall be filed with the City prior to approval of the contract by the City. These certificates shall contain a provision that coverages afforded under the policies will not be canceled until at least thirty days prior written notice has been given to the City, through the Representative. Except for the Workers Compensation, the City shall be named an additional insured on the Certificate of Insurance and shall be primary to and not in excess of or contributory with any other insurance available to the City.
- 10.5 **Property Insurance** - Unless otherwise provided, it shall be the responsibility of the Contractor to purchase and maintain property insurance ("builder's risk") for the entire work, until acceptance by the City, at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, and subcontractors in the work, and shall insure against the perils of fire, and extended coverage for physical loss or damage including, without duplication of coverage, theft, vandalism and malicious mischief. If the City is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto. Risk of loss to the work product passes to the City upon its delivery, installation where required at the site, and acceptance by the City.
- 10.6 **Indemnification** - (a) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its elected officials, officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to all attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss, or expense is: (1) 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 therefrom and; 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 any of them may be liable, regardless of whether or not it is 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 City, its elected officials, officers, agents, or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph 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' or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- (c) The obligations of the Contractor under this paragraph shall not extend to the liability of the City, its elected officials, officers, agents or employees, or the Representative, arising out of: (1) the preparation or approval of drawings, opinions, reports, surveys, change orders, designs or specifications; or (2) the giving of or the failure to give directions or instructions by the Representative or his representatives provided such giving or failure to give is the primary cause of the injury or damage.

## SECTION 11 - CHANGES IN THE WORK

11.1 **Change Orders** - (a) The Representative shall have authority to order any changes in the work. Such changes may be effected by written change order, and shall be binding on the City and the Contractor. If a change order is issued, it shall be prepared by the Representative, and submitted to the Contractor for his signature. The Contractor shall return written change orders to the Representative within fourteen days after receipt of the change order. The change order shall be signed by the Contractor, or if returned unsigned, contain a statement setting forth the Contractor's objections to the change order. In the event the Contractor fails to return the change order signed, or if it is returned unsigned without statement of objections to the change order within the fourteen day period, or in the event the Contractor commences the work covered by the change order before returning it to the Representative, it shall be conclusively presumed to be in full force and effect.

(b) Changes that affect the contract price, the contract sum, and the contract completion date shall be made by written change order. In conjunction with final payment per General Conditions, Section 8.11, a final change order will be issued for additions or deletions to the number of units caused by differences between the Representative's estimated quantities and actual quantities determined by measurements made in the field after the work is completed where the contract is unit priced.

11.2 **Changes and Increased or Decreased Quantities of Work** - (a) The Representative's authority to issue written change orders to make changes in the work, as may be considered necessary or desirable, to complete fully and acceptably the proposed construction in a satisfactory manner, may not change the total cost of the project, based on the originally estimated quantities and the unit prices bid, by more than twenty percent, and provided further that such alterations do not change the total cost of any major item, based on the originally estimated quantities and the unit price bid by more than twenty percent. (A major item shall be construed to be any item, the total cost of which is equal to greater than ten (10) percent of the total contract price, computed on the basis of the proposal quantity and the contract unit price).

(b) Should it become necessary, for the best interest of the City, to make changes in excess of that herein specified, the same shall be covered by supplemental agreement. The Contractor shall not start work on any alteration requiring a supplemental agreement until the Agreement setting forth the adjusted prices shall be executed by the City and the Contractor.

(c) In case a satisfactory adjustment in price cannot be reached for any item requiring a supplemental agreement, the City reserves the right to terminate the contract or negotiations as it applies to the items in question, and make such arrangements as may be deemed necessary to complete the work.

11.3 **Cost or Credit Determinations** - (a) The cost or credit to the City resulting from a change in the work ordered by the Representative other than changes requiring a supplemental agreement shall be determined by one of the following ways:

- (1) By unit prices contained in the Contractor's original bid and incorporated in the contract documents;
- (2) By the alternate bid schedule of prices contained in the Contractors' original bid and incorporated in the construction documents;
- (3) By an acceptable unit price proposal from the Contractor;
- (4) By an acceptable lump sum proposal from the Contractor;
- (5) Force Account.

If items (1) and (2) above apply to the type of work being priced, items (3), (4) and (5) are not applicable and shall not be used. Force account shall be used if the City and Contractor are otherwise unable to agree upon a price under items (3) and (4) above.

11.4 **Force Account Basis** - Extra work performed on a forced account basis will be paid for in the following manner:

(a) For laborers, timekeepers, foremen, and superintendents, the Contractor shall receive the rate of wage shown on previous payrolls for the time they are actually engaged in the extra work, to which shall be added an amount equal to fifteen percent thereof, plus the amount of social security tax imposed by law upon the Contractor because of such force account work, plus the cost of workmen's compensation, public liability insurance, and employment security contributions. The fifteen percent shall cover compensation for the furnishing of the necessary small tools for the work together with all other overhead items of expense. The wage of the superintendent, timekeeper, or foreman who is the employed partly on force account work and partly on other work shall be prorated between the two classes of work according to the number of men shown by the payrolls as employed on each class of work.

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

(c) For machinery tools, or equipment, and fuel and lubricants therefor, except small tools which may be used, the Representative shall allow the Contractor a reasonable rental rate to be agreed upon in writing before work is begun. No profit percentage shall be added to the rate.

Compensation as herein provided shall be accepted by the Contractor as payment in full for extra work done on a force account basis. It will be assumed that such payment includes the use of tools and equipment for which no rate is allowed, overhead and profit.

At the end of each day, the Contractor shall prepare payrolls in duplicate for labor furnished on a force account basis, using the contracting authority's standard force account forms. Both copies shall be signed by the inspector and Contractor's representative. One copy shall be furnished to the Representative and one to the

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

## SECTION 12 - CORRECTION OF WORK

- 12.1 **Inspection** - All work is subject to inspection and approval at the site. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings, work product data or Contractor's warranty. The City will charge the Contractor the cost of inspecting work product that is rejected. Materials or work product that is returned to the Contractor shall be shipped at the Contractor's expense.
- 12.2 **Correction of Work** - The Contractor shall promptly correct all work rejected by the Representative or inspector as defective, or as failing to conform to the contract documents, whether observed before or after acceptance. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Representative's additional services made necessary thereby.
- 12.3 **Warranty Work** - If, within the period of time as prescribed in the terms of the applicable special warranty required by the contract documents, and if the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so unless the City has previously given the Contractor a written acceptance of such condition. This obligation shall survive termination of the contract. The City shall give such notice promptly after discovery of the condition. If the work is covered by a bond, the City shall also notify the Contractor's bonding company.
- 12.4 **Failure to Correct** - If the Contractor fails to correct defective or non-conforming work as provided in General Conditions, Sections 5.9, 12.2 and 12.3, the City may correct it in accordance with General Conditions, Section 3.7. If the work is covered by a bond, the City shall have the right to require the work be done by the Contractor's bonding company.
- 12.5 **Accepting Defective Work** - If the City prefers to accept defective or non-conforming work, it may do so instead of requiring its removal and correction, in which case a change order will be issued to reflect a reduction in the contract sum where appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

## SECTION 13 - TERMINATION OF THE CONTRACT

- 13.1 **Termination by the City** - If the Contractor is adjudged a bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, fails to prosecute the work so as to be able to finish on time, or persistently disregards laws, ordinances, rules, regulations, or orders of any public

authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the contract documents, then the City, may, without prejudice to any right or remedy, and after giving the Contractor and his surety, if any, seven days' written notice, terminate the employment of the Contractor and may finish the work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

13.2 **Costs of Finishing Work** - If the unpaid balance of the contract sum exceeds the costs of finishing the work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor or his bonding company shall pay the difference to the City.

13.3 **Termination for the Convenience of the City** - (a) The performance of work under these contract documents may be terminated by the City in accordance with this paragraph in whole, or from time to time, in part, whenever the Representative and the City Council shall determine that such termination is in the best interest of the City. Any such termination shall be affected by delivery to the Contractor of a notice of termination specifying:

- (1) What work is to terminate;
- (2) When the termination is to become effective;
- (3) The manner in which remaining work will be handled.

(b) In such event, and provided the items ordered are not standard commercial items, the City's maximum liability shall be limited to payment: (1) for completed and delivered items at contract price, and (2) of costs directly attributable to partially fabricated work product, if any, plus a profit thereon not to exceed eight (8) percent. The City shall have the right to delivery of work product partially fabricated and to all unused material and inventory acquired and included in the Contractor's claim, or to credit for the agreed value thereof. If the items ordered are standard commercial items, the City shall have the right to terminate the contract for convenience, in whole, or from time to time, in part, without any obligation or liability whatsoever, except for payment of item delivered prior to such termination.

In order to minimize liability in case changes are directed or termination for convenience occurs, as provided for in the clause immediately above with respect to non-standard commercial items, the Contractor agrees that the City will not be responsible for material or labor or production costs or charges that are unrealistic, excessive or inconsistent with the minimum needs to meet the delivery requirements of this order.

The Contractor is not authorized to procure materials, or release for production, any quantities ordered hereunder, until written authorization to proceed is received from the City, which authorization may cover the entire quantity ordered or any increment or series of increments thereof in the sole discretion of the City.

(c) The Contractor shall submit to the Representative any termination claim he may have within thirty days of the notice of termination. The Contractor shall be entitled to

payment for all work performed up to the date of termination, based upon the unit prices in the Form of Contract, plus the expenses incurred in terminating the contract, less payments made, and less any credits received from subcontractors and suppliers.

(d) In the event the Representative and the Contractor are unable to agree upon an amount, the Contractor may proceed under the provisions of General Conditions, Section 14.4.

## SECTION 14 - CLAIMS

14.1 **Claims for Additional Cost -- Work** - (a) If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the City, through the Representative, written notice thereof, within seven days after the occurrence of the event giving rise to such claim (or such shorter time as will provide the City with the opportunity to investigate the event and make a record of the circumstances surrounding same). This notice shall be given by the Contractor before proceeding to execute the work. No such claim shall be valid, and is waived by the Contractor unless so made. The fact that the City, its officials, agents, or employees, or the Representative, have actual knowledge of the event shall not relieve the Contractor of this requirement.

(b) The Representative shall promptly investigate the Contractor's claim, and upon completion of the investigation, notify the Contractor to proceed with the work. If the claim is justified, he shall notify the Contractor in writing and an equitable adjustment shall be made, and the contract modified in writing pursuant to General Conditions, Section 11.

(c) The Contractor shall afford the Representative notice and opportunity to keep strict account of actual costs incurred as defined for force account construction for the work giving rise to the claim. If the Contractor fails to do so, he thereby agrees to waive the claim for extra compensation for such work. The fact that the Representative has kept an accounting of the costs shall not be construed as establishing the validity of the claim.

14.2 **Claims for Additional Cost -- Orders** - If the Contractor claims that additional cost is involved because of: (1) any written interpretation pursuant to General Conditions, Section 4.4(a); (2) any order by the City to stop the work pursuant to General Conditions, Section 3.6 where the Contractor was not at fault; (3) any order for a change in the work issued pursuant to General Conditions, Section 11.1; (4) failure of any payment by the City due pursuant to General Conditions, Section 8; or (5) any other conduct on the part of the Representative or City, the Contractor shall make such claim as provided in General Conditions, Section 14.1(a).

14.3 **Differing Site Conditions** - No claim for differing site conditions will be allowed. It is the responsibility of the Contractor to ascertain all matters affecting the work.

14.4 **Procedure for Appealing the Representative's Decision** - (a) If the Representative determines that any claim of the Contractor does not justify payment or an increase in the contract sum, or contract time, or that the amount of increase requested by the Contractor should be reduced, the Representative shall so notify the Contractor in writing within twenty days. If the Representative fails to respond to any claim within

the time allotted, the claim shall automatically be deemed denied by the Representative.

(b) The decision of the Representative shall be final and binding upon the Contractor unless the Contractor appeals the decision of the Representative to the city council. Such appeal shall be taken within twenty days from the Representative's decision by filing with the city clerk a request for review of the Representative's decision and full statement of the facts surrounding the claim and the amount of the claim. The city council shall fix a date, time, and place to hear the matter, which date shall be not less than thirty days from receipt of the request for review. If the matter is not heard within thirty days or a decision is not rendered by the city council within fifteen (15) days of the hearing, the claim shall automatically be deemed denied by the city council.

(c) The decision of the city council shall be final and binding upon the Contractor unless within thirty days from the date of the decision of the city council or such additional time as the City may agree upon, the City and Contractor agree in writing to arbitration, or the Contractor files suit in the Woodbury County District Court.

14.5 **Procedure for Determining Costs** - If the City and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the provision of General Conditions, Section 11.4.

14.6 **Submission of Claim** - (a) If the Representative or the city council determines that a claim should be denied or not allowed to the full extent requested, and if the Contractor desires further appeal of the matter, the Contractor shall submit to the Representative an itemized statement of each month's additional expenditures no later than thirty days after the last day of the month such expenditures are incurred. Failure to submit the statement required herein shall constitute a waiver of the expenses incurred during that month.

(b) No increase in the claim for additional costs of construction will be allowed if made more than thirty days after submission of the initial claim, and Contractor agrees to waive those costs.

(c) The amount of the claims submitted pursuant to the provisions of this paragraph shall establish the maximum allowable claim of the Contractor in any further proceedings to determine the validity and amount of the contested claim.

14.7 **Audit of Claims** - The City may, at reasonable times and places, audit the books and records of the Contractor who has submitted a claim pursuant to the provisions of General Conditions, Section 14 to the extent that such books and records relate to the cost and pricing data used in said claim. If the Contractor makes such a claim, he shall maintain his books and records until such time as the claim is finally resolved. If any records are lost or destroyed which would have substantiated the Contractor's claim, the claim shall be deemed waived by the Contractor.

14.8 **Contractor to Continue Work** - Nothing contained in this section shall be construed to permit the Contractor from continuing to prosecute the work so as to complete the project within the allotted time.

14.9 **Interest** - No claim for interest may be allowed which exceeds eight (8) percent per annum.

14.10 **Waiver of Claims** - (a) No claim by the Contractor, regardless of its nature, shall be allowed unless:

- (1) Submitted with the request for final payment; or
- (2) Made within thirty days after completion of the work;

whichever date occurs first, and the Contractor waives all claims unless so made.

REVIEW SET ONLY - NOT FOR BIDDING

## **SPECIAL PROVISIONS**

### **SOUTH CYPRESS STREET EXTENSION,**

### **RAVINE PARK LANE TO LINCOLN WAY**

The specifications to be used on this project are the 2016 Iowa Statewide Urban Design and Specifications (SUDAS) in conjunction with the 2015 Sioux City Supplement to SUDAS. The following project special provisions take precedence over and revise the SUDAS and Sioux City Supplement to SUDAS.

**1. Pre-Bid Meeting:**

A pre-bid meeting will not be held for this project.

**2. Pre-construction Conference**

A pre-construction conference will be held at City Hall in the 4<sup>th</sup> Floor Clocktower Conference Room at a time to be determined by the City Project Manager. The contractor will receive the Notice to Proceed at the conclusion of the pre-construction meeting.

**3. Notification to Property Owners**

The Owner will provide an informational paper that is to be given to the property owners on the streets this project affects. The Contractor shall provide liaison between his activities and all businesses/residences and distribute this paper seven (7) days prior to the time when works begins and/or when their street will be closed for construction, in order to allow the affected businesses and residences to compensate for disruptions caused by the project. Property owners will be notified seventy-two (72) hours prior to any scheduled utility outage including water outages.

**4. Section 1070 – Legal Relations and Responsibility to the Public**

*(the following is hereby added)*

**2.06 Traffic Control**

C. The Contractor shall furnish, install, and maintain throughout the course of the construction all necessary construction signs, traffic control signs, barricades and other warning devices to inform the traveling public (including vehicular and pedestrians) of the construction within the project area. This shall include the removal or covering of existing traffic control signs, which are in conflict with the temporary construction signing. Existing traffic control signs which are removed shall be delivered to the City of Sioux City for storage during the duration of the construction. At the completion of the work, the Contractor shall remove all temporary signs and construction barricades and restore all permanent traffic control signs along the roadways (which were covered during the construction) as directed by the Engineer and the City of Sioux City.

D. Prior to the preconstruction meeting, the Contractor shall submit all phase revisions to the Engineer and a traffic control plan to implement. The City of Sioux City reserves the right to modify the proposed construction signing and barricade plan as necessary throughout the course of the work to assure the safety of the traveling public. The Contractor shall coordinate and schedule all street closures with the City of Sioux City. Please contact the Engineering Division 712-279-6324 to issue a press release: start

date, duration, extent & location of closure, detour route, reason for closure. Additional notices may be required, depending on the project staging.

E. Payment for furnishing, installation, maintenance, and removal of all traffic control devices including temporary pavement marking, construction signs and barricades for each phase of the project shall be paid for lump sum at the contract unit price bid for "Traffic Control." This work shall also include submittal of all construction phase revisions, removal of existing and all temporary pavement markings, and all necessary removal, reinstallation or covering of existing traffic control signs which may conflict with the proposed construction signing and traffic control plan.

F. The Contractor must provide a 24-hour phone number to the City and the 911 Operator in the event of defective, missing or non-operational signing.

G. All open trenches and other excavations shall be protected with suitable barriers, signs and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.

H. All traffic control devices, procedures and layouts shall be as per part VI of the current addition of the MUTCD as adopted by the Iowa Department of Transportation. All sign shall utilize retroreflective sheeting material which meets the requirements of Article 4186.03 of the English Standard Specifications of Highway and Bridge Construction 2012 series as published by the Iowa Department of Transportation or shall be illuminated by means of acceptable warning lights from sunset to sunrise. Material stored upon or alongside public streets, roads and highways shall be so placed that the work at all times shall be so conducted as to cause minimum obstruction and inconvenience to the traveling public.

I. Where Type III barricades are shown as part of a full closure, the installation shall include an adequate number of Type III barricades to reach from edge of pavement to edge of pavement, as well as orange safety fence placed from right-of-way line to right-of-way line or as necessary to prevent vehicles from going around the barricades and entering the work area.

J. The Traffic Control bid item shall include all costs associated with furnishing, placing, maintaining, and removing all traffic control devices including the cost of flaggers.

K. The basis of payment shall be 50 percent of Lump Sum price paid on the first Certificate for Payment and 100 percent of Lump Sum price paid when 95 percent of the value of the work is completed.

## **5. Section 1080 – Prosecution and Progress**

*(the following is hereby added)*

### **1.17 Contact Personnel**

Contractor shall provide the city and 911 operator with the name and phone number of their representative to be contacted during working and non-working hours as necessary.

## 6. City's Proposed Construction Schedule

The City anticipates the following timeline for this project. All dates are approximate.

- Council to Adopt Plans: October 17, 2016
- Bid Letting: November 15, 2016
- Council Award of Contract: November 28, 2016
- Council Approve (Execution of) Contract Documents: December 12, 2016
- Anticipated Pre-Construction Meeting: April 2017
- Anticipated Date to Proceed: April or May 2017
- Approximate date work can begin that impacts City/School traffic: May 31, 2017
- Contract Completion Date: August 11, 2017

### Additional Items

1. Unit Price Attachment: The use of a computer generated unit price attachment to the proposal per Section 1020 1.09 B is allowed.
2. Barricades and Lights:
  - a. All open trenches and other excavations shall be protected with suitable barriers, signs and lights to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning signs and lights.
  - b. All traffic control devices, procedures and layouts shall be as per part VI of the current addition of the MUTCD as adopted by the Iowa Department of Transportation. All signs shall utilize retroreflective sheeting material which meets the requirements of Article 4186.03 of the English Standard Specifications of Highway and Bridge Construction, 2012 series as published by the Iowa Department of Transportation or shall be illuminated by means of acceptable warning lights from sunset to sunrise. Material stored upon or alongside public streets, roads and highways shall be so placed that the work at all times shall be so conducted as to cause minimum obstruction and inconvenience to the traveling public.
  - c. All barricades, signs, warning lights and other protective devices shall be installed and maintained in conformance with applicable statutory requirements. Traffic control shall be installed prior to any work being performed. Should the Contractor fail to furnish, erect, operate, move, and maintain the necessary and required traffic control devices as indicated by the contract documents, the Engineer shall provide a written notice to the Contractor of his non-conformance to provide the required traffic control as specified. Failure of the Contractor to correct deficiencies in the signing and traffic control will be cause for progress payments to be delayed until such protective signing is in compliance with the Engineer's and Owner's approval.
  - d. The Contractor shall make arrangements to provide for maintenance of all traffic control devices on a 24 hour, 7 day a week on call basis.
  - e. Traffic control shall be installed according to IDOT Standard Road Plans included in the Appendix.

3. Additional Insured: For General Liability Policy, DGR Engineering shall be named as additionally insured.
4. Completion Date and Engineering Costs after Official Date of Completion:

The work on this project shall be according to the following schedule:

The work on this project shall begin upon receipt of the Notice to Proceed with work not affecting City or School traffic able to begin prior to school summer break of approximately May 31, 2017. All work to be fully completed by August 11, 2017.

The work covered by and included in this Contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Engineer.

Should the Contractor fail to complete the construction work on or before the specified dates of completion, as noted above, it is understood that the owner will sustain pecuniary damages in the form of, among others, extra engineering costs. It is therefore expressly agreed between the parties here concerned that the Contractor will remunerate the owner for such pecuniary loss and damage by paying the owner at the time of final settlement the pre-agreed amount of one thousand dollars (\$1,000) for each and every calendar day remaining after the specified completion date of the project.

Such losses due the Owner shall be monies in payment of agreed liquidated damages which will be suffered by the Owner in the event the work is not completed on or before the stipulated date of completion and shall be considered in no sense as a penalty.

5. Submission of Bids: All Contractors must submit a bid for each and every item on the Bid Divisions and show a total bid for each division.
6. Preconstruction Conference: Immediately after approval of the contract, the successful Bidders shall make necessary arrangements for a conference with the Owner's Representative and the Engineer so as to clarify scheduling of this project.
7. Final Acceptance of Work: Final acceptance will be made as specified in the General Conditions of this Contract.
8. Extension of Time: No extension of time, whether for bad weather or for any or all other causes shall be granted unless authorized by the Owner's Engineer in a written, signed statement. It is specifically understood that time is of the essence, and the Contractor is not excused for any cause whatsoever except upon the written consent of the Engineer. If extra work or materials are required, the original completion date shall still govern unless the Engineer grants an extension date in a written, signed statement.
9. Contractor Default: That in the event work is suspended by the Contractor, with or without the written permission of the Engineer, any work deemed by the Engineer to be necessary will be performed immediately by the Contractor upon request by the Engineer.

Failure to perform said requested work immediately shall constitute a default by the Contractor and the Owner will, upon such failure, be authorized to perform or contract for the performance of said requested work. The cost of any work so performed shall be

paid by the Contractor upon demand for such payment by the Owner, or the Owner may deduct said cost from the next payment or payments due the Contractor, all at the Owner's option and discretion.

10. Guarantee: The Contractor warrants and guarantees the construction in accordance with the time periods specified in the Contract Documents from the date of Final Acceptance of the project that the completed project is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of the damage of other parts of the project resulting from such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other Work that may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Performance, Payment and Maintenance Bonds shall remain in full force and effect through the guarantee period.
11. Trench Excavations: The Contractor will be responsible for trench excavation and excavation safety in accordance with the requirements of OSHA 29 CFR., Part 1926, Subpart P, "Excavations and Trenches" and other applicable codes.

**--END OF SPECIAL PROVISIONS--**

REVIEW SET ONLY - NOT FOR BIDDING

REVIEW SET ONLY - NOT FOR BIDDING

**ELECTRICAL SPECIFICATIONS**

**DIVISION 1 - GENERAL REQUIREMENTS**

SECTION 01 1100

SUMMARY OF WORK

PART 1 – GENERAL

1.01 SCOPE:

- A. This Section presents a summary of the intended Work and the Contractor's duties and use of premises relating to the street lighting portion of the project.

1.02 AWARD OF CONTRACTS:

- A. One contract will be awarded for the entire project.

1.03 CONTRACTORS' DUTIES:

- A. Except as specifically noted, provide and pay for:
  - 1. Labor, materials and equipment.
  - 2. Tools, construction equipment and machinery.
  - 3. Water, heat and utilities required for construction.
  - 4. Other facilities and services necessary for proper execution and completion of Work.
  - 5. All applicable taxes and fees including sales and use taxes.
- B. Secure and pay for, as necessary for proper execution and completion of Work, and as applicable at time of receipt of bids:
  - 1. Permits, including building permits.
  - 2. Government fees.
  - 3. Licenses.
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities that relate to performance of Work.
  - 1. Promptly submit written notice to Engineer of observed variance of Contract Documents from legal requirements.

SECTION 01 1100

2. Assume responsibility for Work known to be contrary to legal requirements if notice is not submitted.
  3. Necessary changes to the Contract Documents will be accomplished by Change Order if the Contract price or completion time is affected.
- E. Enforce strict discipline and good order among employees. Do not employ on Work:
1. Unfit persons.
  2. Persons not skilled in assigned task.

1.04 CONTRACTOR USE OF PREMISES:

- A. Confine operations at site to areas permitted by:
1. Law.
  2. Ordinances.
  3. Permits.
  4. Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load any structures with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products that interfere with operations of Owner or other Contractor.
- F. Obtain and pay for use of additional storage or work areas needed for operations.

1.05 SITE LOCATIONS:

- A. All easements and right-of-ways necessary for the construction of the Project have been, or will be obtained by the Owner in such a manner that the construction of the Project may rapidly progress.

SECTION 01 1100

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

\* \* \* END OF SECTION \* \* \*

REVIEW SET ONLY - NOT FOR BIDDING

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 – GENERAL

1.01 SCOPE:

- A. This Section presents the Price and Payment Procedures that will be utilized for the street lighting portion of the project only.

1.02 GENERAL:

- A. When the proposal is made on a unit basis the Engineer may specify any combination of construction units that he/she may deem necessary.
- B. The various construction units that are included in this bid and upon which quotations are required are defined by symbols and descriptions set forth in this part.
- C. Separate assembly units are designed for each different arrangement that may be used in the construction of the project. The proposal is based on a consideration of each unit in place and includes only the materials listed on the corresponding construction drawings or as spelled out herein.
- D. The bid prices stated in the proposal shall include all labor, materials, freight, drayage, loading, protection from weather, fabrication, and installation to assure the Owner that the equipment and installation will operate as specified.

1.03 MEASUREMENT:

- A. Measurement for work completed is to be made on a monthly basis.
  - 1. All items will be computed in the units of the Bid Schedule.
    - a. Periodic payments for lump sum items will be on an estimated percentage of completion basis.
- B. The Contractor shall participate in the measurement of completed Work unless agreed otherwise.
  - 1. Specific differences are to be resolved at the time of measurement.
  - 2. Unresolved differences shall be directed to the Engineer.

1.04 PAYMENT:

- A. All Work required to complete construction shall be deemed to be included in the unit price or lump sum price items listed in the Contractor's Bid Schedule.

SECTION 01 2000

- B. Payment may be allowed for material suitably stored on site, so long as adequate documentation is provided to the Owner's satisfaction.
- C. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.
- D. Contractor shall submit pay requests to City of Sioux City.

1.05 PAYMENTS TO BE WITHHELD:

- A. Five (5) percent retainage shall apply to all payments due the Contractor including payment for stored material.

1.06 PAYMENT ITEMS:

- A. Payment items shall be as listed on the Bid Schedule. Measurement of completed work shall be the number of units installed for each unit price item and percentage of completion of the entire item for each lump sum item. (No separate payment will be made for mobilization, engineering or related project initiation expenses.) Payment will be at respective unit or lump sum prices as per the Bid Schedule.
- B. Unit and lump sum prices as listed on the Bid Schedule shall be the full payment for each item as described by the applicable sections of the Technical Specifications and the Drawings.
- C. Description of Payment Items:

CONDUCTOR: A construction unit consists of furnishing and installing a wire system consisting of 3-#8 aluminum 600 volt wires with ground. Specific construction units are as follows:

C1 Conductor, (3) #8, Cu, with ground, 600 volts (ft.)

FOUNDATION: A construction unit consists of furnishing and installing (1) one street light foundation. Unit includes drilling the foundation into place along with anchor bolts and grounding materials. The specific construction unit is:

F1 Foundation, direct drill, (ea.)

FUSE: A construction unit consists of furnishing and installing the fuse holder and the fuse. Fuses shall be mounted in street light pole or secondary pedestal as called for on the Unit Sheets. The specific construction unit is:

F2 Fuse, (ea.)

GROUND ROD: A construction units consist of furnishing and installing a

SECTION 01 2000

permanent ground rod at the locations shown on the drawings. The specific construction unit is:

G1 Ground Rod, (ea.)

HANDHOLE: A construction unit consists of furnishing and installing a junction box buried so the cover will be at grade. The box shall be installed to the manufacturer's specifications which includes well tamped base fill material. This unit also includes the water proof connectors that are required in the junction box. Specific construction units are as follows:

H1 Handhole, (ea.)

CONDUIT: A construction unit consists of furnishing and installing a conduit system as shown on the Drawings. Specific construction units are as follows:

K1 Conduit, PVC, 2" (ft.)

LIGHT FIXTURE: A construction units consist of furnishing and installing an LED cobra head outdoor light fixture with photocontrol. This unit includes wiring the fixture to the power circuit. The specific construction unit is:

L1 Fixture, cobra head, (ea.)

LIGHT POLE: A construction units consist of furnishing and installing a round tapered aluminum pole with anchor base and davit style arm. Also included is the furnishing and installing of 2-#12 copper 600 volt wires with ground within pole to connect fixture to street light conductor. The specific construction unit is:

P1 Pole, cobra head, anchor base (ea.)

TRENCH: A construction unit consists of trenching a path for the street light or source conduit/conductor circuit and backfilling and compacting to proper density. This construction unit will be one foot of buried street light or source circuit. The specific construction unit is:

T1 Trench 24" Deep, (ft.)

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

\* \* \* END OF SECTION \*

APPLICABLE CODES AND STANDARDS

PART 1 – GENERAL

1.01 SCOPE:

- A. This Section describes the Contractor's responsibilities to adhere to applicable codes and standards for items that pertain to electrical work.

1.02 PAYMENT:

- A. The requirements of this Section are considered incidental Work with no separate measurement and payment to be made.

1.03 CODES AND STANDARDS:

- A. Design and workmanship of installation and material shall be judged by tests and requirements set forth in the latest revisions of the following codes and standards:

1. American Society for Testing Materials (ASTM).
2. American National Standards Institute (ANSI).
3. American Institute of Steel Construction (AISC).
4. American Concrete Institute (ACI).
5. National Electrical Manufacturer's Association (NEMA).
6. National Electrical Code (NEC).
7. National Electric Safety Code (NESC).
8. Uniform Building Code (UBC).
9. Insulated Cable Engineers Association (ICEA).
10. Institute of Electronic and Electrical Engineers (IEEE).

- B. Where these specifications specifically reference codes or standards and make changes or interpretations of codes or standards, the unchanged provisions of said codes or standards shall remain in effect.

- C. Where these specifications provide more stringent requirements than referenced standards, the specifications shall prevail.

SECTION 01 4113

PART 2 – PRODUCTS – Not Applicable.

PART 3 – EXECUTION – Not Applicable.

\* \* \* END OF SECTION \* \* \*

REVIEW SET ONLY - NOT FOR BIDDING

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**ELECTRICAL SPECIFICATIONS**

**DIVISION 31 - EARTHWORK**

SECTION 31 2316

EXCAVATION

PART 1 - GENERAL

1.01 SCOPE:

- A. Work under this Section includes excavation in accordance with this specification at the locations shown on the Drawings or as directed by the Engineer for street light work only.

1.02 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.03 WARRANTY:

- A. See Division 1 – General Requirements, for warranty requirements.

PART 2 - PRODUCTS - NONE

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS:

- A. The Contractor shall perform all excavation of every description and of whatever substances encountered to the suggested or recommended depths indicated on the drawings or as specified.
- B. During excavation, care shall be taken to prevent slides or cave-ins. All excavated materials not required or suitable for backfill shall be wasted as directed by the Owner. All trench compaction shall be completed with suitable soils to a minimum 95% of the Standard Density.
- C. All shoring and sheeting required to perform and protect the excavation, and as required for the safety of the employees, shall be installed as quickly after excavation as possible.
- D. No trenching shall be allowed when frost exceeds 3 inches in depth.
- E. It will be the Contractor's responsibility to protect all existing utilities. Any existing utilities damaged by the Contractor will be replaced or repaired at the Contractor's expense. The Contractor is cautioned to seek the help of the appropriate utility office in locating existing lines.

SECTION 31 2316

- F. All existing utilities crossing the trench path shall be exposed by pot-holing or hand digging. Cost of locating foreign utilities shall be deemed to be included in the trenching unit prices.

3.02 TRENCH EXCAVATION:

- A. All minimum trenching depths specified are as measured from the final grade to the top surface of the cable.
- B. The routing shall be as shown on the plans and specifications unless conditions encountered are such that changes are necessary to accomplish the work. In such event, the Engineer and Owner's Representative shall be notified promptly.
- C. If rock or other difficult digging is involved, the Contractor shall determine the nature and extent of the difficulty and the Engineer will determine whether re-routing, special backfill trenching or other changes are necessary. Loose soil, gravel or granular soils will not be considered as "difficult digging."
- D. Trenches shall be dug with sufficient width to easily contain the required conduits and/or cables.
- E. Where trenches are intended for more than one cable, particular care must be taken to provide for extra depth and width to allow for soil falling into the trench during the laying of the first cables.
- F. Care shall be exercised to minimize the likelihood of waterflow since this may cause trench damage and reduction in trench depth. When this occurs, the trench must be cleared to the specified depth before installing the cable.
- G. Cost of removal or dewatering of incidental water in trench is deemed to be included in trenching unit(s).
- H. All trenches shall follow straight lines between staked points as far as possible.
- I. The trenches shall be dug so that the bottom has a smooth grade. Large rocks, stones and gravel in excess of one (1) inch shall be removed from the bottom of the trench. Where this cannot be done, a 2 inch layer of sand or clean soil shall be placed in the bottom of the trench.
- J. Trenches shall be left open for the shortest practicable time to avoid creating a hazard to the public and to minimize the likelihood of trench collapse due to other construction activity, rain, accumulation of water in the trench, etc.
- K. No more than 500 feet of main line trench open at one time. All backfill and clean up in the construction area shall be complete before opening additional trench.

\* \* \* END OF SECTION \* \* \*

REVIEW SET ONLY - NOT FOR BIDDING

**ELECTRICAL SPECIFICATIONS**

**DIVISION 33 - UTILITIES**

SECTION 33 7119.01

CONDUIT

PART 1 - GENERAL

1.01 SCOPE:

- A. Work under this Section includes furnishing and installing the conduit as herein specified and shown on the Drawings.

1.02 SUBMITTALS:

- A. See General Conditions, for submittal procedures.
- B. Shop Drawings:
  - 1. Material cutsheets, including dimensional data.

1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. Outlined in Maintenance Bond

1.05 REFERENCES:

- A. National Electric Manufacturers Association (NEMA)
- B. National Electric Safety Code (NESC), current edition.
- C. National Electric Code (NEC)

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Carlon.
- B. Or equal.

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2.02 DIRECT-BURIED CONDUIT:

- A. Conduit shall be straight lengths (stick) PVC schedule 40 or continuous HDPE SDR 13.5.
- B. All necessary fittings and joint cement shall be provided. HDPE shall be heat fused at joints.
- C. Conduit shall be smooth walled internally.
- D. PVC conduit for ductbank (if applicable) shall be as specified in the Ductbank Section.

2.02 CONDUIT ELBOWS - PLASTIC:

- A. Conduit elbows shall be PVC Schedule 40.
- B. All necessary joint cement and fittings shall be included.
- C. Elbow degree of bend shall be either 45° or 90°. Refer to the Drawings for locations.
- D. The following table list the minimum radii to be used for installation of the conduits; where possible, longer radius bends shall be used:

Size of Conduit:	1"	1-1/2"	2"	3-1/2"	4"	5"	6"
Minimum Radius:	11"	16"	21"	36"	40"	48"	54"

2.03 CONDUIT BELL ENDS:

- A. Bell ends shall be PVC and sized to properly fit conduit.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. General:
  - 1. Install conduit in accordance with the NEC and the drawings.
  - 2. Install conduit in straight lines.
  - 3. All conduits shall be cut square and reamed to remove all rough edges and burrs. Bushings or bell ends shall be installed on the ends of conduit to protect the insulation or sheaths of the wires and cables from abrasion.
  - 4. After all cables have been installed, seal all conduit entrances with duct seal.

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5. All conduit and raceways shall be swabbed or blown out to remove all moisture, foreign objects, and abrasive material.
6. When approaching a handhole, conduit run shall sweep up into handhole and down and back out.
7. All direct-buried conduit work is subject to inspection by the Owner and/or the Engineer.

B. Direct-buried conduit:

1. Routing of conduit shall avoid conflicts with utilities, structures, and equipment; subject to approval of the Engineer.
2. The use of couplings shall be held to a minimum.
3. All conduits designated for future use shall be capped at both ends at the locations shown on the drawings.
4. The installation depth of conduit used for street light cables shall be 24" minimum from the subgrade to the top of the conduit.

\* \* \* END OF SECTION \* \* \*

## SECTION 33 7119.15

### HANDHOLES

#### PART 1 - GENERAL

##### 1.01 SCOPE:

- A. Work under this Section includes furnishing and installing handholes as herein specified and shown on the Drawings.

##### 1.02 SUBMITTALS:

- A. See General Conditions, for submittal procedures.
- B. Shop Drawings:
  - 1. Material cutsheets, including dimensional data.

##### 1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

##### 1.04 WARRANTY:

- A. Outlined in Maintenance Bond

##### 1.05 REFERENCES:

- A. National Electric Manufacturers Association (NEMA)
- B. National Electric Safety Code (NESC), current edition.
- C. National Electric Code (NEC)

#### PART 2 - PRODUCTS

##### 2.01 ACCEPTABLE MANUFACTURERS:

- A. Pencil Plastics PE-10 HD.
- B. Or equal.

##### 2.02 HANDHOLE:

- A. Handhole shall be constructed of high density polyethylene structural foam.

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- B. Dimensions shall be 10" Dia. x 18" deep.
- C. Cover shall be bolt-down type with stainless steel hardware.
- D. Lifting slots shall be provided in the lid.
- E. Top surface shall be skid resistant.
- F. Color shall be green.
- G. Lid shall be stamped or molded with the word "ELECTRIC".
- H. Shall have an open bottom design.

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Install handholes as required and as shown on the drawings. Handholes shall be installed in accessible locations.
- B. Install handholes according to manufacturer's recommendations.

\* \* \* END OF SECTION \* \* \*

STREET LIGHT CABLE

PART 1 - GENERAL

1.01 SCOPE:

- A. Work under this Section includes furnishing and installing the street light cable in conduit or direct buried as herein specified and shown on the Drawings.

1.02 SUBMITTALS:

- A. See General Conditions, for submittal procedures.
- B. Shop Drawings:
  - 1. Material cut sheets.

1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. Outlined in Maintenance Bond

1.05 REFERENCES:

- A. Insulated Cable Engineers Association (ICEA) Standards Publication No. S-105-692 – EN-Standard for 600 Volt Single Layer Thermoset Insulated Utility Underground Distribution Cables

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

- A. Southwire.
- B. Romex.
- C. Or equal.

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2.02 STREET LIGHT CONDUCTOR:

- A. The conductor used for all street light circuits shall be type THHN/THHW, #8 copper, 3 conductor.
- B. The conductor used in all street light poles to connect luminaire to street light circuit shall be type UF, #12 copper, 2 conductor.
- C. The insulation shall be polyvinylchloride jacket.
- D. Street light conductor shall be rated 600 volt, suitable for direct burial.
- E. Color of conductors shall be as shown on the Drawings.

2.03 GROUNDING:

- A. The ground conductor for all street light circuits shall be type THHN/THHW, #8 copper, 1 conductor.
- B. The ground conductor used in all street light poles shall be type UF, #12 copper, 1 conductor.
- C. The ground conductor shall have a green polyvinylchloride jacket insulation.
- D. The ground conductor shall be rated 600 volt, suitable for direct burial.

2.04 STREET LIGHT IN-LINE FUSE:

- A. Fuse Holders:
  - 1. In-line street lighting circuit fuse shall be installed on the phase conductors only.
  - 2. A waterproof inline fuseholder for 1/4" x 1-1/4" fuses shall be installed.
  - 3. Supply Homac Model FYU-M connector/fuse holder or equal.
- B. Fuse:
  - 1. Fuses shall be 1/4" x 1-1/4" cartridge type, 3 Amp, time-delay.
  - 2. Supply Bussmann MDA type time-delay fuses or equal.

2.05 STREET LIGHT SPLICE – HANDHOLE:

- A. Underground splice for street light conductor shall be compatible with and rated for specified street light conductor. Splice cover shall be moisture proof and insulated.

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- B. Acceptable manufacturers:
  - 1. Homac "Flood Seal" kit
  - 2. Or equal.

2.06 STREET LIGHT SPLICE – EQUIPMENT BASE:

- A. Underground splice for street light conductor shall be compatible with and rated for specified street light conductor. Splice cover shall be moisture proof and insulated.
- B. Acceptable manufacturers:
  - 1. Homac "Flood Seal" kit
  - 2. Or equal.

2.07 SEALING MATERIALS:

- A. Secondary and street light cables which are installed but will not be terminated immediately, shall be capped and sealed at the time the cable is cut.
- B. Cable seals may be heat shrinkable or cold shrinkable.
- C. Acceptable manufacturers:
  - 1. Raychem, type ESC
  - 2. 3M, EC series
  - 3. Or equal.

2.08 IDENTIFICATION TAGS:

- A. Tag size shall be 2-1/2" W x 2" H and suitable for writing on with a black permanent marking pen.
- B. Acceptable manufacturers:
  - 1. U.G. Products
  - 2. Or equal.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All cable shall be installed in conduit, or direct buried in the locations shown on the drawings.

3.02 PREPARATION:

- A. Where cable must be pulled through conduit or duct, the operation shall be performed in such a way that the cable will not be damaged from strain or dragging. The cable shall be lubricated with a suitable cable lubricant prior to pulling into conduit or duct.
- B. Remove all sharp corners and jagged edges before pulling the cables to avoid creating abrasions in the insulation or protective covering.

3.03 INSTALLATION:

- A. Cable shall be handled carefully at all times to avoid damage and shall not be dragged across sharp projections. Care shall be exercised to avoid excessive bending of the cable.
- B. The ends of the cable shall be sealed at all times against moisture with suitable end caps. Where the cable is cut, the ends shall be terminated or sealed immediately after the cutting operation.
- C. Wherever possible, cable shall be payed out from the reel mounted on a moving vehicle or trailer. The reel shall be supported so that it can turn easily without undue strain on the cable. The cable shall be carefully placed in the trench by hand. All cable placement shall be done under constant supervision to be certain that no damage to the cable occurs.
- D. The cable shall be inspected carefully by the Contractor as it is removed from the reel in laying operations to be certain that it is free from visible defects. The Engineer shall decide upon corrective action when defects are discovered. Sufficient slack and in no case less than 24 inches shall be left at all terminal points so that movements of cable after backfilling will not cause damaging strain on the cable or terminals.
- E. The minimum bending radius of secondary and service cable is 6 times the overall diameter of the cable. The minimum radius specified is measured to the surface of the cable on the inside of the bend. In all cases, cables shall not be bent with a smaller radius than that allowed by the National Electric Code or by the cable manufacturer, whichever is greater.

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F. Identification of Street Light Cables at Termination Points:

1. As the cables are laid they shall be tagged. Paper or cloth tags are not acceptable.
2. When splicing, terminating, capping and related activities are complete, the Contractor shall install permanent marking tags on all street light cables. All cables shall be identified with tags whether terminated by this Contractor or not.
3. The Owner shall specify the identification means. Contractor shall ring out unidentified street light cables if required.

\* \* \* END OF SECTION \* \* \*

SECTION 33 7215

STREET LIGHTS

PART 1 - GENERAL

1.01 SCOPE:

- A. Work under this Section includes furnishing and installing the street light facilities, including luminaires, poles, and shrouds as herein specified and shown on the Drawings.

1.02 SUBMITTALS:

- A. See General Conditions, for submittal procedures.
- B. Shop Drawings:
  - 1. Material cut sheets.

1.03 PAYMENT:

- A. See Section 01 2000 – Price and Payment Procedures, for description of units.
- B. Payment shall be at the Contract unit prices as shown on the Bid Form.

1.04 WARRANTY:

- A. Outlined in Maintenance Bond

1.05 REFERENCES:

- A. American National Standards Institute (ANSI)
- B. Institute of Electrical and Electronic Engineers (IEEE)
- C. National Electrical Manufacturer's Association (NEMA)
- D. National Electrical Code (NEC)
- E. National Electrical Safety Code (NESC)

PART 2 - PRODUCTS

2.01 COBRA HEAD LUMINAIRE:

- A. General:
  - 1. Luminaire shall be ANSI Standard LED.

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2. Luminaire color shall be grey.

B. Construction:

1. Luminaire shall be a cobra head design.
2. Housing and door shall be cast aluminum and have a 3G vibration rating.
3. The design of the housing shall allow for water shedding.
4. The design of the housing shall adequately manage the thermal output of the LED driver.
5. Housing shall be clearly labeled on the inside with operating voltage and current range.
6. Housing door shall be tool-less entry.
7. Housing shall include a bubble level.
8. Luminaire shall be IP66 rated minimum.
9. Housing shall be UL or CSA listed.

C. Electrical:

1. Shall have a driver with a voltage rating of 120 VAC at 60 Hz.
2. Power factor shall be greater than 0.90 at full load.
3. Shall have surge protection external from the driver that shall meet ANSI C62.4 cat. C (10kV/5kA).
4. Driver life expectancy shall be 100,000 hours minimum.
5. Power supply efficiency shall be greater than 90% at full load.
6. Ambient operating temperature shall be from -40°C to 40°C.
7. Driver protection shall include overload, thermal overload, and self-limited short circuit.
8. Shall be fully wired to include a three position set screw terminal block with labels to accommodate pole wiring.
9. Shall include a fully wired NEMA twistlock photocontrol and receptacle.

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- a. Photocontrol shall have a 20 year rated life with a 10 year warranty.
- b. Shall be an ANSI standard 3 pin receptacle.
- c. Receptacle shall be set up to face north.
- d. Furnish Dark To Light DLL series or equal.

D. Mounting:

1. Shall be capable of mounting to arm 2" in diameter.
2. Mounting shall include leveling steps.

E. Optics:

1. Correlated color temperature shall be 4000K, 70 CRI minimum or equivalent.
2. Luminaire shall be Dark Sky compliant.
3. Luminaire shall have a Type II lighting distribution.
4. Luminaire shall a total luminous output of 9,300 lumens minimum.
5. The Lumen Maintenance Life from the TM-21 Report shall meet the following requirements:
  - a. L<sub>70</sub> minimum of 100,000 hours at 25°C.
6. Shall have an evenly dispersed light distribution pattern at the ground surface.

F. Acceptable Manufacturers:

1. Leotek Electronics USA: GC1 series.
2. Or approved equal prior to bid.

2.02 COBRA HEAD POLE

A. General:

1. Pole package shall be cobra head type, with an aluminum color finish.

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B. Construction:

1. Pole shall be one-piece steel pole and shall be extruded from high strength, low alloy steel per ASTM A572 or A1011.
2. All steel shall be hot-dipped galvanized per ASTM-A153.
3. Pole shall be a non-breakaway type.
4. Pole shall be round, tapered, 8" in diameter at the base, with a minimum wall thickness of 0.188".
5. Pole shall have a 35' mounting height.
6. Pole shall include a single davit style mast arm:
  - a. Mast arm shall have a 6' reach.
  - b. Mast arm shall include a 2" in diameter tenon for luminaire mounting.
7. The base shall be high strength steel produced per ASTM A36.
8. Provide a base cover.
9. Base shall have a bolt circuit between 10" – 15".
10. The base shall include a 4" x 6" minimum hand-hole to be located on house side of street light, which shall accommodate wiring access.
11. All hardware shall be tamper resistant stainless steel.
12. All welding shall be per ANSI standards.
13. Pole supplier shall verify pole has a load rating that meets or exceeds the required mounting height, wind speed, and luminaire weight for the project location.

C. Electrical:

1. A grounding screw shall be provided inside base.

D. Mounting:

1. Pole shall be mounted on a drilled light pole foundation.
2. Provide four (4) anchor bolts with associated nuts and washers for each pole for a complete installation.

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- E. Acceptable Manufacturers:
1. Cooper Lighting
  2. Hubbell Outdoor Lighting
  3. Millerbernd
  4. Phillips Lighting
  5. Sternberg Lighting
  6. Or approved equal prior to bid.

2.03 FOUNDATION:

- A. Street light foundation shall be an 8" steel pipe construction with a steel base plate perpendicular to the shaft.
- B. Foundation length shall be 8'.
- C. All steel shall be hot dipped galvanized per ASTM-A153.
- D. Shall have a bolt circle range to match that of the pole.
- E. Steel pipe shall have two (2) teeth for direct drilled burial.
- F. Shall have 2-1/2" x 12" cable entry on both sides of foundation.
- G. Acceptable Manufacturers:
1. Chance
  2. MacLean Power Systems
  3. Millerbernd
  4. Or approved equal prior to bid.

2.04 GROUNDING:

- A. Ground wire in pole shall be used to ground luminaire to street light ground conductor.
- B. Utilize ground screw in pole base to ground pole to street light ground conductor.

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- C. Ground rods shall be 5/8" Dia. x 8' in length with ground rod clamp sized to accept #8 copper, bare, solid conductor minimum. Ground rod shall be bonded to street light ground conductor at the locations shown on the Drawings.

2.05 INCIDENTALS:

- A. Furnish incidental items including, but not limited to, wire nuts and miscellaneous hardware to achieve a complete installation.

PART 3 - EXECUTION

3.01 GENERAL:

- A. All construction work shall be done in a thorough and workmanlike manner in accordance with the plans, specifications, and construction drawings.
- B. All equipment shall be installed in a true and level manner, consistent with professional workmanship. All equipment installation locations are subject to the Owner's approval prior to placement.

3.02 INSTALLATION:

- A. The poles, and luminaires shall be handled with care so as not to damage, dent, scratch or bend these items during installation.
- B. The foundation and pole shall be set in the locations shown on the Drawings, perpendicular and in alignment. All poles shall maintain a 3'-6" clearance from the edge of the street curb unless noted otherwise on the Drawings. Contractor to utilize extreme caution when working near existing utilities.
- C. All poles shall be checked for vertical alignment and mounting height after luminaire installation. The pole posture shall be checked at not less than three radial locations on the shaft.
- D. The pole foundation shall have a tamped backfill where required; the Contractor shall complete the backfill by mechanically tamping in six (6) inch layers until the backfill material has reached the existing ground surface. The top four (4) inches of backfill shall be the original topsoil in the area. The final surface shall be raked clean and shall be level.
- E. Luminaires shall be oriented as shown on the Drawings to ensure proper lighting distribution along the street Orientation angles are referenced from the north direction.

\* \* \* END OF SECTION \* \* \*



**Certified Testing Services, Inc.**

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

April 21, 2016

Attn: Mr. Bryan Wells, P.E.  
DGR Engineering  
6115 Whispering Creek Drive  
Sioux City, Iowa 51106

Re: Addendum  
Geotechnical Engineering Report  
S. Cypress Street Extension  
Sioux City, Iowa  
CTS Job No. G4696A

Dear Mr. Wells:

The reason for this addendum is that Mr. Bryan Wells indicated in an e-mail on April 20, 2016, that stabilization was discussed in the "Site Preparation" section of the original report; however, the "Stabilization Methods" section was not included in the report. It should be noted that the materials encountered in the borings do not have high moisture contents and we do not anticipate that stabilization will be needed. Soft material should be removed and replaced as discussed in the "Site Preparation" section of the original report. Please attach this addendum to the original report.

If you have any questions pertaining to this addendum or if we may be of further service, please contact our office.

Respectfully submitted,  
CERTIFIED TESTING SERVICES, INC.

  
James A. Bertsch, P.E. IA 12121  
Senior Geotechnical Engineer

JAB/jb

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CERTIFIED TESTING SERVICES, INC.

**GEOTECHNICAL ENGINEERING REPORT**

**S. CYPRESS STREET EXTENSION  
SIOUX CITY, IOWA**

**CTS PROJECT NO. G4696**

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This document was originally issued and sealed by James A. Bertsch, P.E., License No. 12121 on April 19, 2016.

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:

Name: James A. Bertsch, P.E. (date)

License Number 12121

My license renewal date is December 31, 2016.

Pages of sheets covered by this seal:

This report contains 23 pages, including this page.

CTS File Number G4696

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**Certified Testing Services, Inc.**

419 W. 6th Street • P.O. Box 1193 • Sioux City, Iowa 51102 • Phone (712) 252-5132

April 19, 2016

Attn: Mr. Bryan Wells, P.E.  
DGR Engineering  
6115 Whispering Creek Drive  
Sioux City, Iowa 51106

Re: Geotechnical Engineering Report  
S. Cypress Street Extension  
Sioux City, Iowa  
CTS Job No. G4696

Dear Mr. Wells:

Certified Testing Services, Inc. is pleased to transmit our Geotechnical Engineering Services Report for the referenced project. This report includes the results of field and laboratory testing, and recommendations for suitability of the soils for pavement subgrade support, utility support and groundwater information.

We appreciate the opportunity to perform this Geotechnical Study and look forward to continued participation during the design and construction phases of this project. If you have any questions pertaining to this report or if we may be of further service, please contact our office.

Respectfully submitted,  
CERTIFIED TESTING SERVICES, INC.

  
Matthew R. Dailey, P.E. IA 19700  
Staff Engineer

  
James A. Bertsch, P.E. IA 12121  
Senior Geotechnical Engineer

MRD/JAB/md

**GEOTECHNICAL ENGINEERING REPORT**

**S. CYPRESS STREET EXTENSION  
SIOUX CITY, IOWA**

**CTS PROJECT NO. G4696**

**PREPARED FOR**

**ATTN: MR. BRYAN WELLS, P.E.  
DGR ENGINEERING  
6115 WHISPERING CREEK DRIVE  
SIOUX CITY, IOWA 51106**

**APRIL 19, 2016**

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## PROJECT INFORMATION

### **Project Authorization**

Certified Testing Services, Inc. has completed a subsurface exploration for the above referenced project. Mr. Bryan Wells verbally approved our work. This work was performed in general accordance with CTS Proposal Number 3570 dated January 7, 2016.

### **Project Description**

Mr. Bryan Wells of DGR Engineering presented project information. CTS understands that the project will consist of extending S. Cypress Street starting 180 feet south of the intersection of Ravine Park Lane south to Lincoln Way in Sioux City, Iowa. CTS also understands that the project will consist of the redesign of the sanitary sewer to Nodland Elementary, installation of a domestic waterline and storm sewer and new pavement. CTS understands that concrete pavement is being proposed. CTS has assumed that the deepest utility will be 10 feet deep.

### **Purpose and Scope of Services**

The purpose of this study was to explore the subsurface conditions at the site to prepare recommendations for pavement subgrade support and suitability of existing material for bedding utilities and use as backfill in utility trenches. Our scope of services included drilling four borings to depths of 15 feet below the existing grade. The scope of work also included select laboratory testing, and preparation of this geotechnical report. This report briefly outlines the testing procedures, presents available project information, describes the site and subsurface conditions, and provides recommendations for pavement subgrade support as well as groundwater information.

The scope of services did not include an environmental assessment of the site.

## SITE AND SUBSURFACE CONDITIONS

### **Site Location and Description**

The work was performed starting 180 feet south of the intersection of Ravine Park Lane south and extended to Lincoln Way in Sioux City, Iowa. At the time of drilling, the surface material at the boring locations consisted of grass. The surface at the boring locations was firm at the time of our site visit and the drill rig did not experience difficulty moving around the boring locations.

### **Subsurface Conditions**

The site subsurface conditions were explored with four soil test borings sampled to depths of 15 feet below the existing top of existing grade. The boring locations and depths were chosen by CTS. CTS personnel staked the borings in the field and the approximate

locations of the borings are presented in the "Boring Location Plan" in the Appendix. DGR Engineering provided elevations at the boring locations.

The borings were advanced using flight auger drilling methods and soil samples were routinely obtained during the drilling process. Select soil samples were later tested in the laboratory to determine materials properties for our evaluation. Soil sampling and the laboratory testing were accomplished generally in accordance with ASTM procedures. The borings were backfilled with on-site material after performing our work; however, it should be noted that some settlement of the backfill material may occur and it is the client's responsibility to backfill the borings once we have left the site.

The subsurface material encountered below the surface material consisted of clayey silt fill, silt fill, clayey silt slopewash, and silt Peorian loess.

The boring logs included in the Appendix should be reviewed for specific information at individual boring locations. These records include soil/rock descriptions, stratifications, penetration resistances, and locations of the samples and laboratory test data. The stratifications shown on the boring logs represent the conditions only at the actual boring locations. Variations may occur and should be expected between boring locations. The stratifications represent the approximate boundary between subsurface materials and the actual transition may be gradual. Water level information obtained during field operations is also shown on these boring logs. Samples that were not altered by laboratory testing will be retained for 30 days from the date of this report and then will be discarded.

### **Water Level Measurements**

Free water was not encountered in the borings at the time of drilling. Water levels should be expected to fluctuate with changes in climatic conditions. The water level measurements presented in this report are the levels that were measured at the time of our field activities.

## **EVALUATIONS AND RECOMMENDATIONS**

### **Geotechnical Discussion**

The main concern for the project is the existing fill material encountered in the top 3 feet to 13.5 feet in Borings B1, B2 and B3. The fill material has moisture contents that vary from 16 percent to 19 percent, dry densities that vary from 93 PSF to 106 PCF, and standard penetration test values that varied from 23 BPF to 33 BPF. Based on the dry density of 93 PCF it appears that there may be soft areas in the fill material. Based on this, CTS recommends that existing fill material that is not removed during the utility and site grading be density tested to determine if the material meets the "Site Preparation" section of this report. Material that does not meet the requirements of the "Site Preparation" section of this report should be removed and replaced with new structural fill.

The existing material is suitable for bedding the utilities and for trench backfill; however, the manufacturer's recommendations, SUDAS and City of Sioux City Special Provisions should be followed.

CTS recommends that the pavement be supported on a minimum of 12 inches of new structural fill material meeting SUDAS and City of Sioux City Special Provisions. If there is a delay between subgrade preparation and paving, the moisture content of the pavement subgrade would need to be checked the day before or the day of the pavement placement to determine if the moisture content of the prepared subgrade meets the requirements of the "Site Preparation" section of this report. Material that does not meet the moisture requirement will need to be scarified, moisture conditioned and recompacted to meet the requirements of the "Site Preparation" section of this report prior to pavement placement. Frost heave issues cannot be eliminated based on the type of soil encountered at this site; however, if the pavement undergoes an increase in moisture content prior to paving, the potential for frost heave to occur will greatly increase, which can result in the pavement heaving and cracking. Curb and gutters should be backfilled as soon as the curb and gutter concrete has achieved adequate strength, usually in 3 days to 7 days. The purpose of backfilling behind the curbs and gutters as soon as possible is to eliminate areas where water can pond and cause frost heave issues under the pavement due to water migrating under the curbs. It should be noted that this report covers the support of the pavement; however, the owner should be aware that the recommendations in this report are meant to limit frost heave; however, some frost heave may still occur.

### **Site Preparation**

CTS recommends that soft material, organic material, and unsuitable soils in the construction area be stripped from the site and wasted. The existing materials are suitable for use as fill/backfill. A representative of the geotechnical engineer should determine the depth of removal at the time of construction.

After stripping and excavating to the proposed subgrade level, as required, and after the utility work is completed, the pavement areas should be proofrolled with a loaded tandem axle dump truck or similar piece of heavy rubber tired vehicle (typically with an axle load greater than 9-tons). Soils that are observed to rut or deflect excessively (typically greater than 1-inch) under the moving load should be undercut and replaced with properly compacted fill or stabilized. Stabilization methods are presented in the "Stabilization Methods" section of this report. The proofrolling and undercutting activities should be witnessed by a representative of the geotechnical engineer and should be performed during a period of dry weather. If excessive movement is observed during the proofrolling, the proofrolling should be stopped and the site evaluated by the geotechnical engineer or his representative.

After subgrade preparation and observation have been completed, fill placement, if any, may begin. Fill materials should be a silt material free of organic or other deleterious materials, have a maximum particle less than 3-inches, and have a liquid limit less than 45 and plasticity index less than 22.

Fill should be placed in maximum loose lifts of 4-inches for hand compaction equipment and 8-inches for riding equipment and compacted to meet SUDAS and City of Sioux City Special Provisions. Every other lift of compacted-engineered fill should be tested by a representative of the geotechnical engineer prior to placement of subsequent lifts.

### **Pavement Recommendations**

Our scope of services did not include CBR testing of existing subgrade or potential sources of imported fill for the specific purpose of detailed pavement analysis. Instead, we have assumed pavement-related design parameters that are considered to be typical for the area soils types. **If conditions other than those found in our borings are encountered, CTS should be notified to determine if the recommendations presented below are valid.**

The recommended pavement thicknesses presented below are based on the subgrade being prepared in accordance with the recommendations in this report and are considered to be equivalent sections for comparing asphalt versus concrete. We understand that given budgetary considerations, it is desirable to place thinner pavement sections than those presented. However, the client, the owner, and the project principals should be aware that thinner pavement sections might result in increased maintenance costs and lower than anticipated pavement life. The pavement subgrade should be prepared as discussed in the "Site Preparation" section of this report.

The following CTS recommendation is based on the street being classified between a local road and collector road in accordance with SUDAS. Based on the charts in Section 5F-1, "Pavement Thickness Design", in the SUDAS Design Manual, CTS recommends that the concrete pavement be a minimum thickness of 7 inches. The work should be performed in accordance with SUDAS and City of Sioux City Special Provisions.

### **CONSTRUCTION CONSIDERATIONS**

CTS should be retained to provide observation and testing of construction activities involved in the street activities of this project. CTS cannot accept responsibility for conditions that deviate from those described in this report, nor for the performance of the subgrade if not engaged to also provide construction observation and testing for this project.

### **Moisture Sensitive Soils and Weather Related Concerns**

The upper fine-grained soils exposed during the construction process will be sensitive to disturbances caused by construction traffic and to changes in moisture content. During wet weather periods, increases in the moisture content of the soil can cause significant reduction in the soil strength and support capabilities. In addition, soils that become wet may be slow to dry and thus significantly retard the progress of grading and compaction activities. It will, therefore, be advantageous to perform earthwork and foundation construction activities during dry weather.

## **Drainage and Groundwater Considerations**

Water should not be allowed to collect on prepared subgrade of the construction area either during or after construction. Undercut or excavated areas should be sloped to facilitate removal of collected rainwater, groundwater, or surface runoff. Positive site drainage should be provided to reduce infiltration of surface water into the existing material.

Free groundwater was not encountered in the borings at the time of the field exploration and should not affect construction of the project, depending on the depth of the bottom of the utilities in this area. The contractor should be prepared to handle water if encountered. Water should be removed from excavations by pumping.

## **Excavations**

In Federal Register, Volume 54, Number 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better enhance the safety of workers entering trenches or excavations. It is mandated by this federal regulation that excavations, whether they be utility trenches, basement excavation or footing excavations, be constructed in accordance with the new OSHA guidelines. It is our understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. The site soils are a Class B in accordance with OSHA criteria.

We are providing this information solely as a service to our client. CTS does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.

## **REPORT LIMITATIONS**

The recommendations submitted are based on the available subsurface information obtained by CTS and design details furnished by Mr. Bryan Wells of DGR & Associates. If there are revisions to the plans for this project or if deviations from the subsurface conditions noted in this report are encountered during construction, CTS should be notified immediately to determine if changes in the recommendations are required. If CTS is not retained to perform these functions, CTS will not be responsible for the impact of those conditions on the project.

The geotechnical engineer warrants that the findings, recommendations, specifications, or professional advice contained herein have been made in accordance with generally accepted professional geotechnical engineering practices in the local area. No other warranties are implied or expressed.

After the plans and specifications are more complete, the geotechnical engineer should be retained and provided the opportunity to review the final design plans and specifications to check that our engineering recommendations have been properly incorporated into the design documents. At that time, it may be necessary to submit supplementary recommendations. This report has been prepared for the exclusive use of the DGR Engineering and the City of Sioux City and their consultants for the specific application to the S. Cypress Extension project in Sioux City, Iowa.

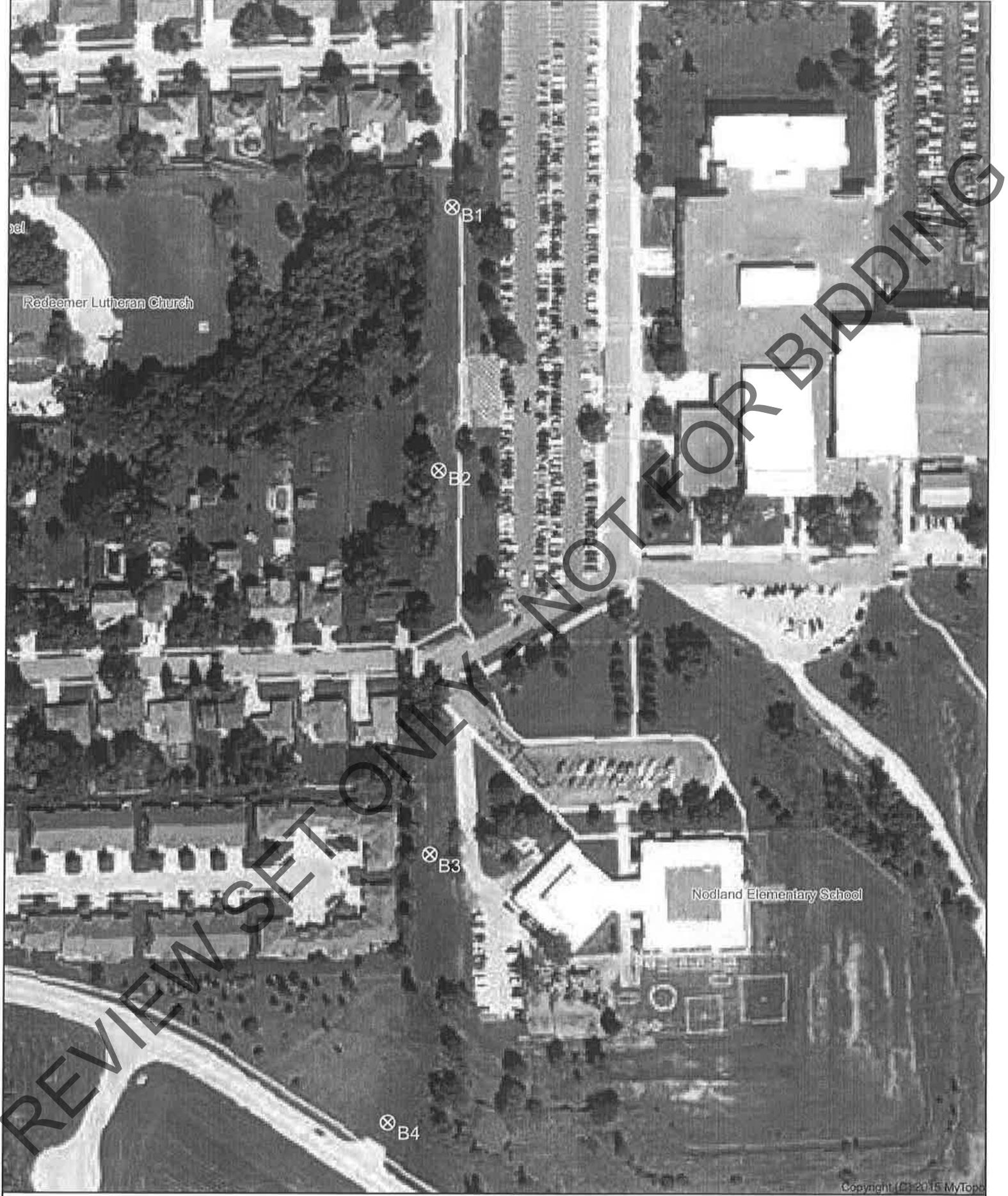
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APPENDIX

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**BORING LOCATION PLAN**

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Redeemer Lutheran Church

Nodland Elementary School

⊗ B1

⊗ B2

⊗ B3

⊗ B4

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# Boring Location Plan



**BORING LOGS**

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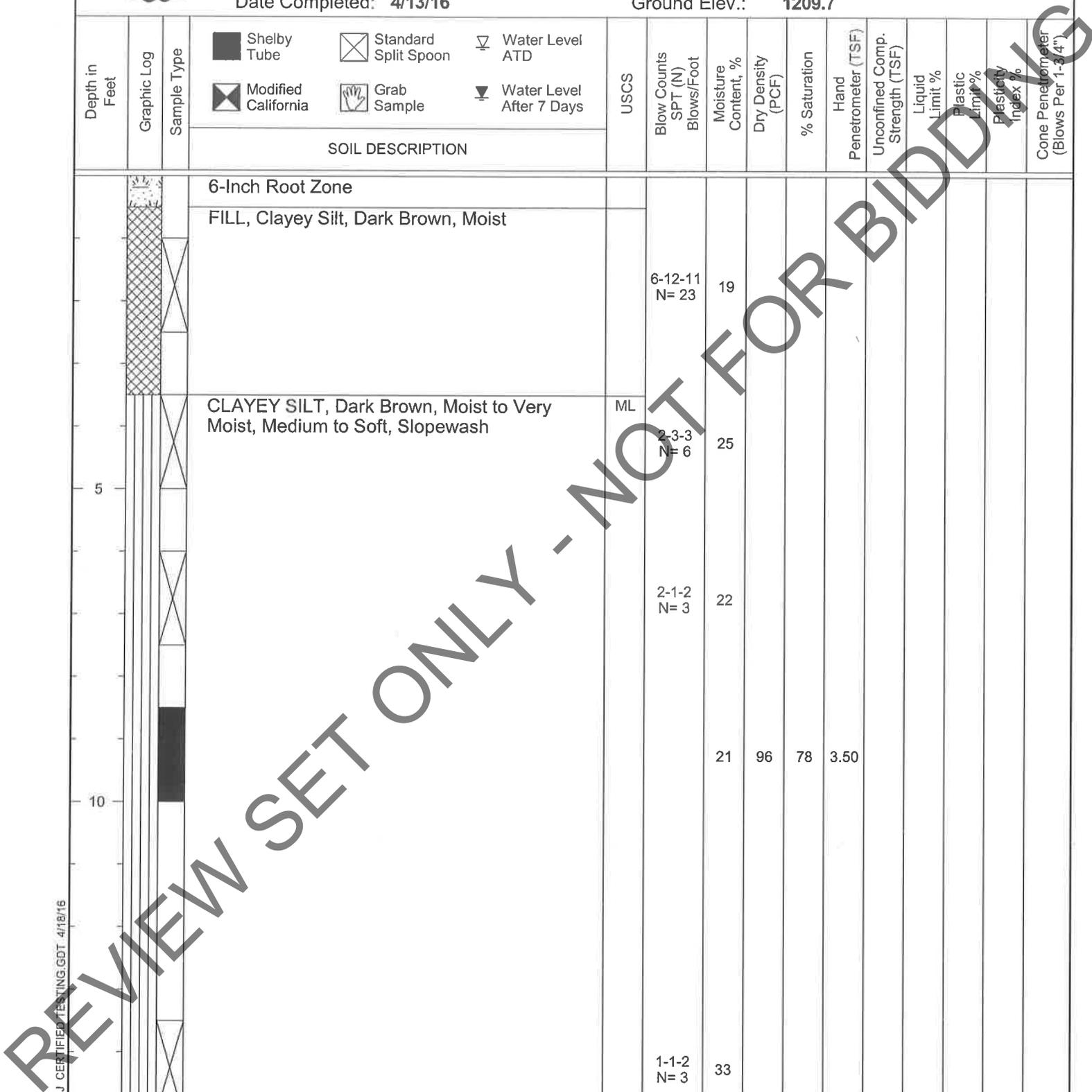
# LOG OF EXPLORATORY BORING

Job Number: **G4696**  
 Project: **S. Cypress St. Extension**  
 Date Started: **4/13/16**  
 Date Completed: **4/13/16**

Boring No.: **B-1**  
 Boring Location: **Sioux City, IA**  
 Drill Type: **Flight Auger**  
 Ground Elev.: **1209.7**

Depth in Feet	Graphic Log	Sample Type	<div style="display: flex; justify-content: space-between; font-size: 0.8em;"> <span> <input type="checkbox"/> Shelby Tube  <input type="checkbox"/> Modified California                 </span> <span> <input type="checkbox"/> Standard Split Spoon  <input type="checkbox"/> Grab Sample                 </span> <span> <input type="checkbox"/> Water Level ATD  <input type="checkbox"/> Water Level After 7 Days                 </span> </div>			USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows Per 1-3/4")
			SOIL DESCRIPTION													
				ML	6-12-11 N= 23	19										
5					2-3-3 N= 6	25										
					2-1-2 N= 3	22										
							21	96	78	3.50						
10																
					1-1-2 N= 3	33										
15																
	END OF BORING AT 15 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING															

LOG OF BORING G4696.GPJ CERTIFIED TESTING.GDT 4/18/16







# LOG OF EXPLORATORY BORING

Job Number: **G4696**  
 Project: **S. Cypress St. Extension**  
 Date Started: **4/13/16**  
 Date Completed: **4/13/16**

Boring No.: **B-3**  
 Boring Location: **Sioux City, IA**  
 Drill Type: **Flight Auger**  
 Ground Elev.: **1255.7**

Depth in Feet	Graphic Log	Sample Type	<input type="checkbox"/> Shelby Tube <input checked="" type="checkbox"/> Modified California	<input checked="" type="checkbox"/> Standard Split Spoon <input type="checkbox"/> Grab Sample	<input type="checkbox"/> Water Level ATD <input type="checkbox"/> Water Level After 7 Days	USCS	Blow Counts SPT (N) Blows/Foot	Moisture Content, %	Dry Density (PCF)	% Saturation	Hand Penetrometer (TSF)	Unconfined Comp. Strength (TSF)	Liquid Limit %	Plastic Limit %	Plasticity Index %	Cone Penetrometer (Blows Per 1-3/4")
			SOIL DESCRIPTION													

6																
5							3-3-3 N= 6	23								
10							2-4-4 N= 8	21		87	69	3.00				
10								22		91	72	2.50				
15							2-4-4 N= 8	20								
			END OF BORING AT 15 FEET FREE WATER WAS NOT ENCOUNTERED AT TIME OF DRILLING													

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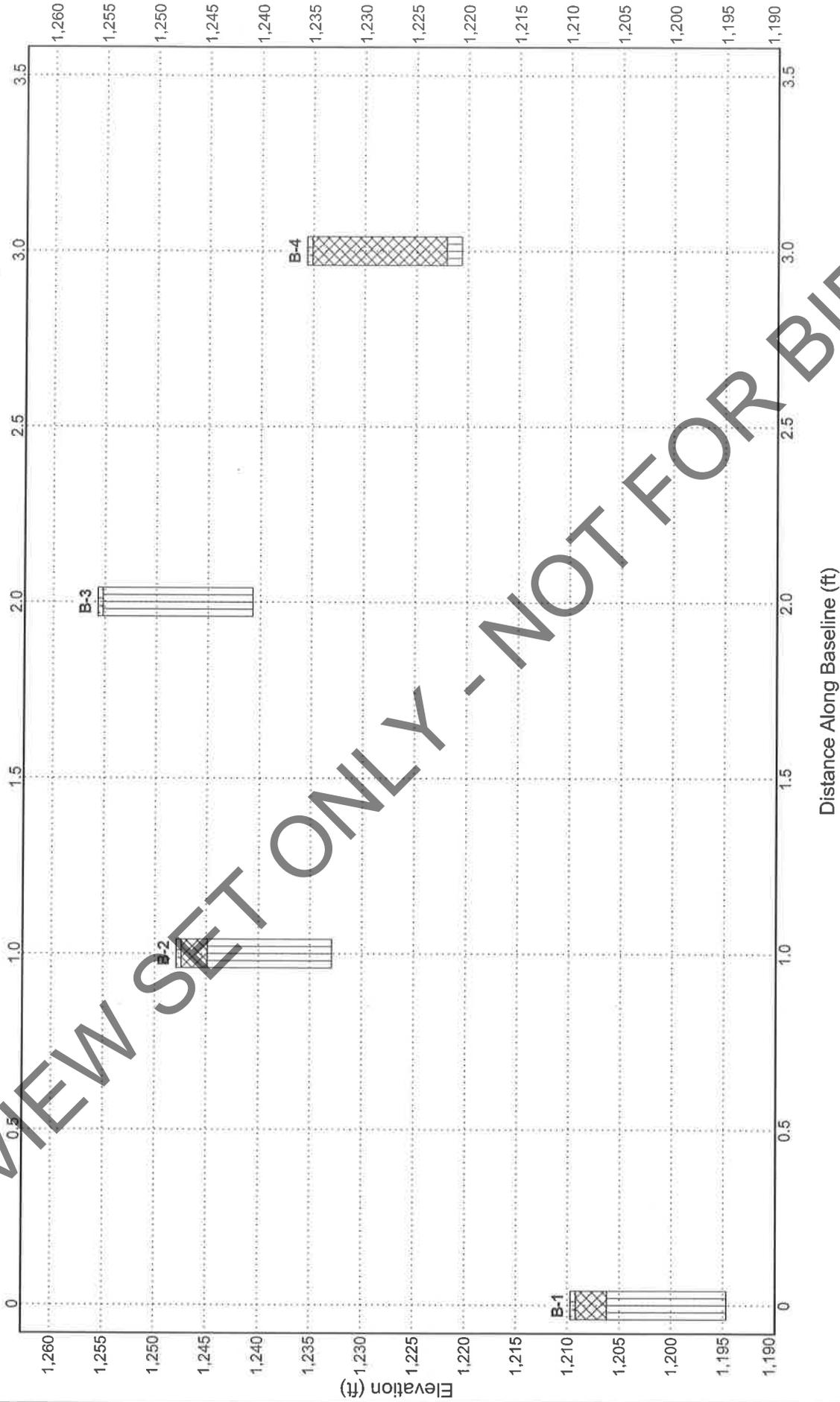
LOG OF BORING G4696.GPJ CERTIFIED TESTING.GDT 4/18/16



**BORING PROFILES**

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Certified Testing Services, Inc.  
419 W. 6th Street, PO Box 1193  
Sioux City, Iowa 51102  
Telephone: 712-252-5132  
Fax: 712-252-0110

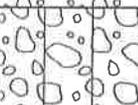
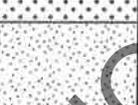
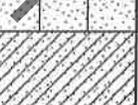
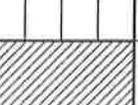
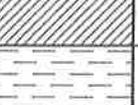
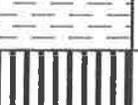
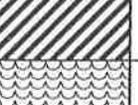
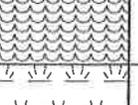
S. Cypress St. Extension  
Sioux City, IA

Project Number: G4696

**SOIL CLASSIFICATION CHART AND GENERAL NOTES**

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# SOIL CLASSIFICATION CHART

MAJOR DIVISIONS			SYMBOLS		TYPICAL DESCRIPTIONS	
			GRAPH	LETTER		
<p style="text-align: center;"><b>COARSE GRAINED SOILS</b></p> <p style="text-align: center;">MORE THAN 50% OF MATERIAL IS LARGER THAN NO. 200 SIEVE SIZE</p>	<p style="text-align: center;"><b>GRAVEL AND GRAVELLY SOILS</b></p>	CLEAN GRAVELS		<b>GW</b>	WELL-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		(LITTLE OR NO FINES)		<b>GP</b>	POORLY-GRADED GRAVELS, GRAVEL - SAND MIXTURES, LITTLE OR NO FINES	
		GRAVELS WITH FINES		<b>GM</b>	SILTY GRAVELS, GRAVEL - SAND - SILT MIXTURES	
	<p style="text-align: center;">MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE</p>	(APPRECIABLE AMOUNT OF FINES)		<b>GC</b>	CLAYEY GRAVELS, GRAVEL - SAND - CLAY MIXTURES	
		<p style="text-align: center;"><b>SAND AND SANDY SOILS</b></p>	CLEAN SANDS		<b>SW</b>	WELL-GRADED SANDS, GRAVELLY SANDS, LITTLE OR NO FINES
			(LITTLE OR NO FINES)		<b>SP</b>	POORLY-GRADED SANDS, GRAVELLY SAND, LITTLE OR NO FINES
	SANDS WITH FINES			<b>SM</b>	SILTY SANDS, SAND - SILT MIXTURES	
	<p style="text-align: center;">MORE THAN 50% OF COARSE FRACTION PASSING ON NO. 4 SIEVE</p>	(APPRECIABLE AMOUNT OF FINES)		<b>SC</b>	CLAYEY SANDS, SAND - CLAY MIXTURES	
		<p style="text-align: center;"><b>FINE GRAINED SOILS</b></p>	<p style="text-align: center;">SILTS AND CLAYS</p> <p style="text-align: center;">LIQUID LIMIT LESS THAN 50</p>		<b>ML</b>	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS OR CLAYEY SILTS WITH SLIGHT PLASTICITY
				<b>CL</b>	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS	
	<b>OL</b>			ORGANIC SILTS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY		
<p style="text-align: center;">MORE THAN 50% OF MATERIAL IS SMALLER THAN NO. 200 SIEVE SIZE</p>	<p style="text-align: center;">SILTS AND CLAYS</p> <p style="text-align: center;">LIQUID LIMIT GREATER THAN 50</p>			<b>MH</b>	INORGANIC SILTS, MICACEOUS OR DIATOMACEOUS FINE SAND OR SILTY SOILS	
				<b>CH</b>	INORGANIC CLAYS OF HIGH PLASTICITY	
				<b>OH</b>	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS	
HIGHLY ORGANIC SOILS				<b>PT</b>	PEAT, HUMUS, SWAMP SOILS WITH HIGH ORGANIC CONTENTS	

NOTE: DUAL SYMBOLS ARE USED TO INDICATE BORDERLINE SOIL CLASSIFICATIONS

# GENERAL NOTES

## SAMPLING SYMBOLS:

	STANDARD PENETRATION TEST – 1 3/8" I.D., 2" O.D.
	SHELBY THIN-WALLED TUBE -- 3" O.D. UNDISTURBED SAMPLE
	GRAB SAMPLE
	ROCK CORE
	AUGER SAMPLE
	NO RECOVERY

## WATER LEVEL MEASUREMENT SYMBOLS:

	WATER LEVEL AT TIME OF DRILLING
	WATER LEVEL AFTER 7 DAYS

CONSISTENCY OF FINE-GRAINED SOILS	
UNCONFINED COMPRESSIVE STRENGTH, QU, PSF	CONSISTENCY
< 500	VERY SOFT
500 - 1,000	SOFT
1,001 - 2,000	MEDIUM
2,001 - 4,000	STIFF
4,001 - 8,000	VERY STIFF
8,001 - 16,000	HARD
> 16,000	VERY HARD

RELATIVE DENSITY OF COARSE GRAINED SOILS	
N-BLOWS/FT	RELATIVE DENSITY
0 - 3	VERY LOOSE
4 - 9	LOOSE
10 - 29	MEDIUM DENSE
30 - 49	DENSE
50 - 80	VERY DENSE
80 +	EXTREMELY DENSE

RELATIVE PROPORTIONS OF SAND AND GRAVEL	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30

GRAIN SIZE TERMINOLOGY	
MAJOR COMPONENT OF SAMPLE	SIZE RANGE
BOULDERS	OVER 12 IN. (300MM)
COBBLES	12 IN. TO 3 IN. (300 MM TO 75 MM)
GRAVEL	3 IN. TO #4 SIEVE (75MM TO 4.75MM)
SAND	#4 TO #200 SIEVE (4.75MM TO 0.075 MM)
SILT OR CLAY	PASSING #200 SIEVE (0.075MM)

RELATIVE PROPORTIONS OF FINES	
DESCRIPTIVE TERM(S) (OF COMPONENTS ALSO PRESENT IN SAMPLE)	PERCENT OF DRY WEIGHT
WITH	15 - 29
MODIFIER	> 30



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SIGN PLACEMENT ON  
TYPE III BARRICADES



Typical Sign Placement



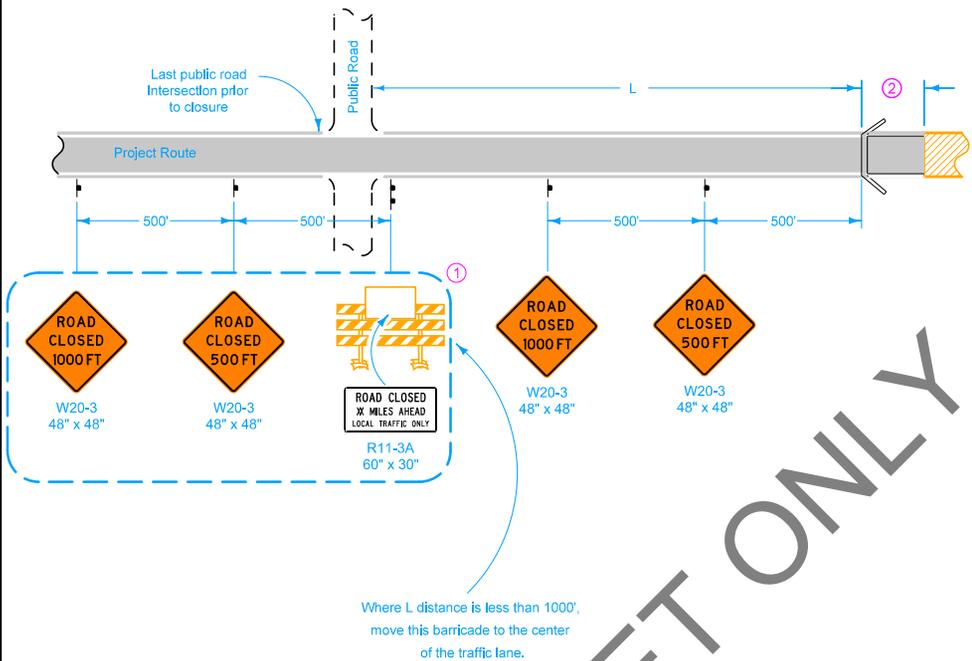
Sign Placement with  
Supplemental Sign

REVIEW SET ONLY - NOT FOR BIDDING

<b>IOWA DOT</b>	REVISION	
	5	10-20-15
<b>STANDARD ROAD PLAN</b>	<b>TC-252</b>	
	SHEET 1 of 3	
REVISIONS: Changed circle note 2 to circle note 3 and added a new circle note 2.		
<i>Brian Smith</i> APPROVED BY DESIGN METHODS ENGINEER		
<b>ROUTES CLOSED TO TRAFFIC</b>		

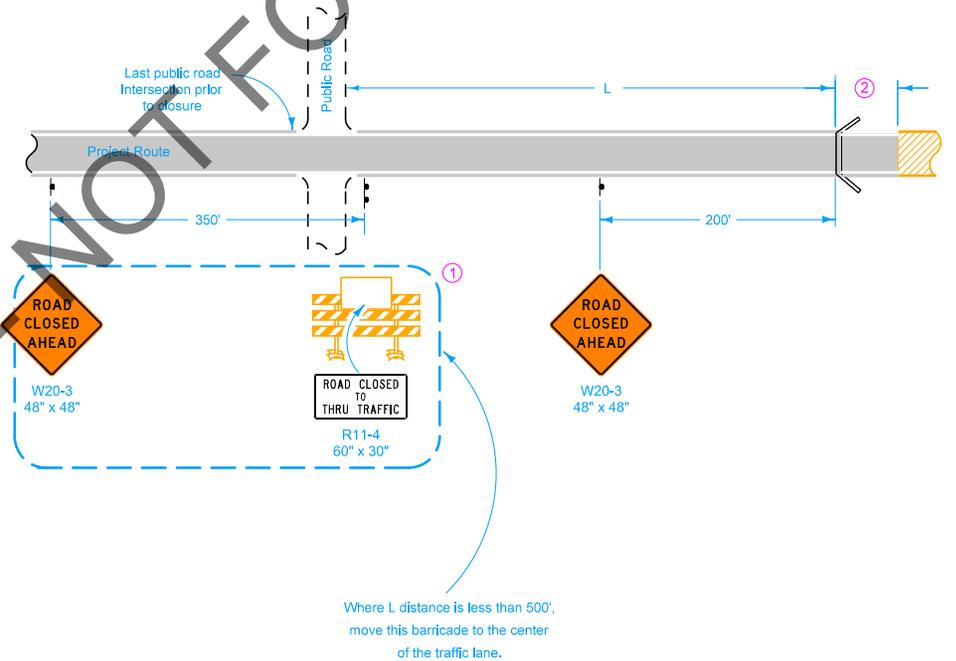
NOT FOR BIDDING

**SITUATION 1 (RURAL)**  
Project Route Closure



Where L distance is less than 1000',  
move this barricade to the center  
of the traffic lane.

**SITUATION 1 (URBAN)**  
Project Route Closure



Where L distance is less than 500',  
move this barricade to the center  
of the traffic lane.

LEGEND	
	Traffic Sign
	Type III Barricade
	Work Area
	Road Closure

- ① In situation 1, if the intersection is the point of detour these signs and barricade will become the responsibility of the contracting authority and may be modified by the contracting authority to fit detour signing.
- ② When possible, a 100' buffer is desirable.

Possible Contract Items:  
Traffic Control  
Safety Closures

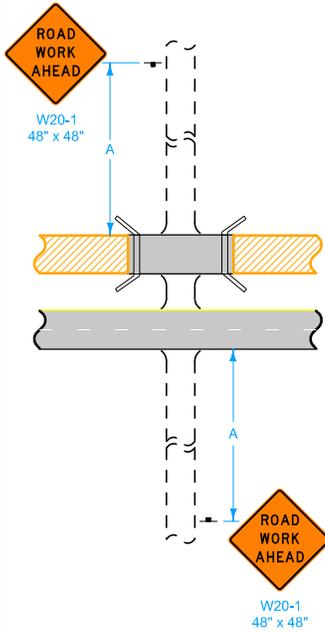
Possible Tabulation:  
108-13A

 <b>STANDARD ROAD PLAN</b>	REVISION 5   10-20-15
	TC-252
	SHEET 2 of 3
REVISIONS: Changed circle note 2 to circle note 3 and added a new circle note 2.	
 <small>APPROVED BY DESIGN METHODS ENGINEER</small>	
ROUTES CLOSED TO TRAFFIC	

REVIEW SET ONLY - NOT FOR BIDDING

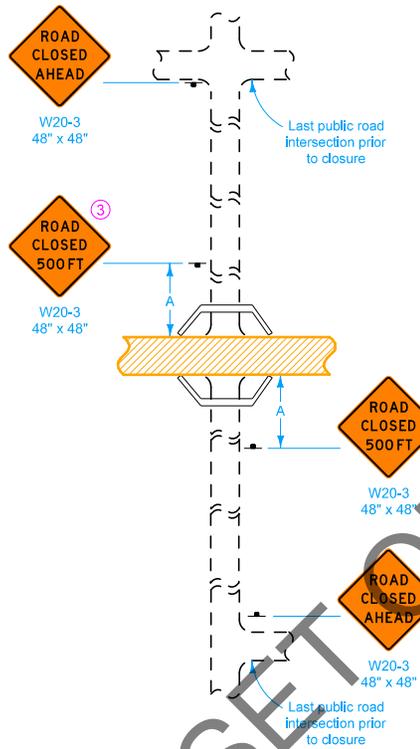
**SITUATION 2**

Public cross-traffic maintained.  
No access to project.



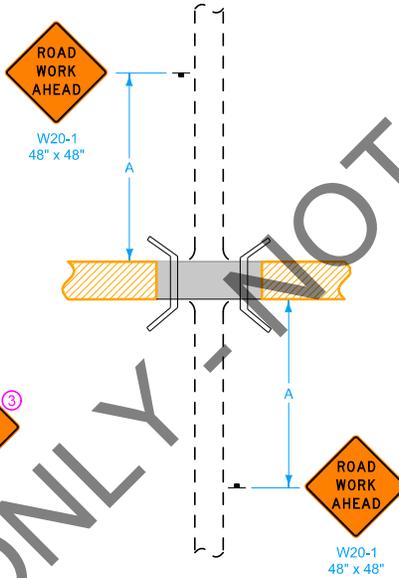
**SITUATION 3**

No access to project  
(Applicable to T-Intersections)



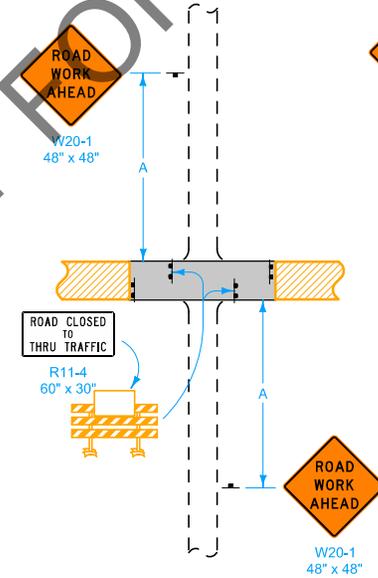
**SITUATION 4**

Public cross-traffic maintained.  
No access to project.



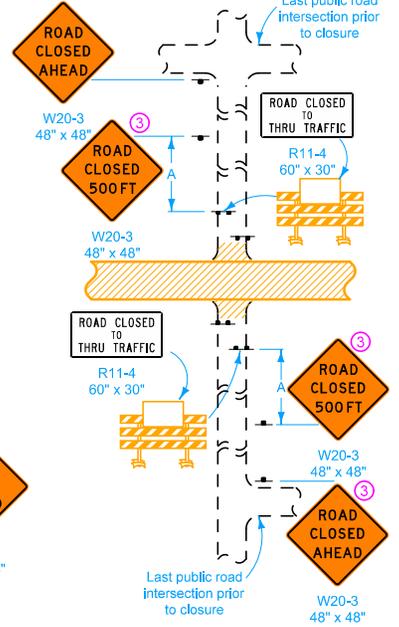
**SITUATION 5**

Public cross-traffic maintained.  
Contractor and resident access.



**SITUATION 6**

No public access. Contractor and resident  
access only. (Applicable to T-Intersections)



**LEGEND**

- Traffic Sign
- Type III Barricade
- Work Area
- Road Closure

Location	A
Urban	200'
Rural	500'

During suspension of work, (such as over winter):

- Use Situation 2 on two-lane to four-lane projects.
- Situation 5 is preferred where cross-traffic is maintained.

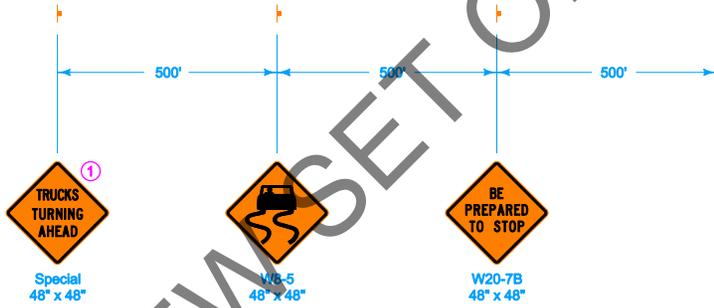
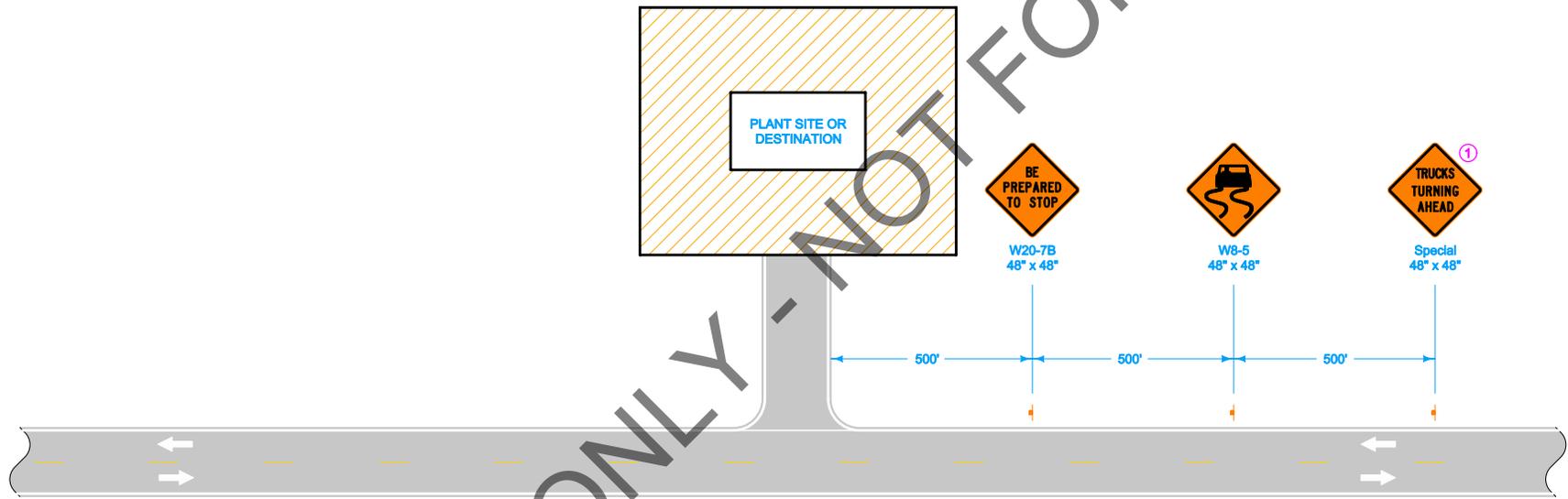
③ When the distance between the last public road intersection and the ROAD CLOSED or ROAD CLOSED TO THRU TRAFFIC barricade is less than 1,000 feet, omit the ROAD CLOSED 500 FT sign.

 <b>STANDARD ROAD PLAN</b>	REVISION 5   10-20-15
	<b>TC-252</b>
	SHEET 3 of 3
REVISIONS: Changed circle note 2 to circle note 3 and added a new circle note 2.	
 APPROVED BY DESIGN METHODS ENGINEER	
ROUTES CLOSED TO TRAFFIC	

REVIEW SET ONLY - NOT FOR BIDDING

Construction traffic shall yield the right-of-way to mainline traffic.

① Refer to SI-881 for details.



**LEGEND**

- Traffic Sign
- Direction of Traffic

Possible Contract Item:  
Traffic Control

<p style="margin: 0;"><b>Iowa Department of Transportation</b></p>	REVISION
	1   04-20-10
STANDARD ROAD PLAN	TC-273
REVISIONS: Updated references to renamed standards.	
<p style="margin: 0; font-size: 8px;">APPROVED BY DESIGN METHODS ENGINEER</p>	
CONSTRUCTION SITE ENTRANCE	