

No. _____

CITY OF CEDAR RAPIDS

PROJECT MANUAL
for
2018
HUGHES PARK IMPROVEMENTS - PHASE 1

CONTRACT NO. 307232-03

PREPARED BY
SNYDER & ASSOCIATES, INC.
5005 BOWLING STREET S.W., SUITE A
CEDAR RAPIDS, IA 52404

FILED IN THE OFFICE OF THE CITY CLERK ON THE
22nd DAY OF MAY, 2018

Certification of the City Engineer

These Bid Documents are recommended for filing with the City Clerk.


(The Cedar Rapids Metropolitan Area Standard Specifications and Standard Details for Public Improvements, current version, shall apply to work on this project.)



Parks & Recreation or Designee

5-17-18

Date



City Engineer or Designee

5-15-18

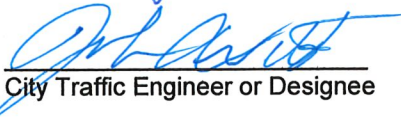
Date



Utilities Engineer or Designee

5.16.2018

Date



City Traffic Engineer or Designee

5/16/2018

Date

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00005
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
CERTIFICATIONS

Certification of the Engineer of Record

I hereby certify these documents were prepared by me, or under my direct personal supervision, and I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Patrick D. Schwickerath
Iowa License No. 18652
My License Renewal Date is 12/31/2019

Date



00100
NOTICE TO BIDDERS OF ADVERTISEMENTS FOR SEALED BIDS FOR
PROPOSED PUBLIC IMPROVEMENT
TO BE KNOWN AS HUGHES PARK IMPROVEMENTS - PHASE 1
Contract No. 307232-03
PUR0418-171

Description of Work

The Work generally consists of site grading with construction of a concrete parking lot with sidewalks and stubbing utilities to the property line. located at north side of Wilson Avenue SW between Hughes Drive SW and Balsam Drive SW. The Engineer's estimate of probable cost is \$324,000 (Base Bid) and \$2,900 (Alternate Bid).

Type of Bid

Bids shall be on a Unit Price basis.

Contract Time Information

Early State Date: Upon Approval of Bids and Insurance
Late Start Date: 07/30/2018
Milestones: Milestone 1 (Septemeber 28, 2018) - Seeding
Final Completion: Calendar Days - 80 Calendar Days

Bid Opening Time, Date and Location

Sealed Bids will be received at the Office of the City Clerk, 1st Floor, City Hall, 101 First Street SE in Cedar Rapids, Iowa before 11:00 a.m. on June 20, 2018. Bids that are not received before this time will not be opened. The time a bid is submitted shall be determined by the time stamp machine maintained at the location bids are received. The bids will be opened and read aloud at 11:00 a.m. on June 20, 2018 in City Hall, 101 First Street SE in Cedar Rapids, Iowa.

Contract Terms

Cedar Rapids Metropolitan Area Standard Specifications and Details, current version, are applicable to this project, and are available on the City of Cedar Rapids' website (www.cedar-rapids.org).

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining the exemption or for applying for reimbursement for such taxes paid. Sales and Use taxes shall not be included in the Bid.

Pre-Bid Conference

A pre-Bid conference will be held at 9:30 a.m. on 06/04/2018 at 2100 Wilson Avenue SW, Cedar Rapids, IA 52404 (onsite at Hughes Park). Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

Examination and Procurement of Documents

Copies of the Bidding Documents may be obtained from Rapids Reproductions through the website at <http://www.cedarrapidsplanroom.com>; by phone at 319-364-2473; or in person at 6015 Huntington Ct NE, Cedar Rapids, IA 52402, in accordance with the Instructions to Bidders. No deposit will be required for the documents.

Bid Documents may be examined at the following locations:

City of Cedar Rapids
Purchasing Services
100 1st Street SE
Cedar Rapids, IA 52404
Ph. 319 286-5023
d.muench@cedar-rapids.org

Master Builders of Iowa
221 Park Street
Des Moines, IA 50309
Ph. 515 288-8904
info@mbionline.com

Associated General
Contractors of Iowa
701 East Court Ave, Ste. B
Des Moines IA 50309

North Iowa Builders Exchange
9 North Federal Ave.
Mason City, IA 50401
Ph. 641-423-5334
Go to:
<http://buildingnorthiowa.com/contacts/>

Dodge Plan Room
3315 Central Ave
Hot Springs, AR 71913
Ph. 913 669-6837
linda.st.peter@construction.com

CMD
Document Processing Center
30 Technology Parkway S
Suite 100
Norcross, GA 30092-2912
Ph. 800 424-3996
customercare@cmdgroup.com

Snyder & Associates, Inc.
5005 Bowling Street S.W., Suite A
Cedar Rapids, IA 52404
Ph. 319-362-9394
F. 319-362-9448

Bid Security and Other Bonds

Bid security, as defined in Section 26.8 of the Iowa Code, in the amount of FIVE percent of the Bid must accompany each Bid. The successful bidder shall be required to provide performance and payment bonds, each in the amount of 100 percent of the Contract Price.

Drug Free Workplace

The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractors and subcontractors shall be responsible for pre-employment drug screening of prospective employees. All contractors and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code and will be required to submit with their Bid an affidavit attesting to this practice.

Applicable Laws and Regulations

By virtue of statutory authority, preference will be given to Iowa produced products and Iowa domestic labor to the extent lawfully required under State Statutes, providing that award of contract will be made to the bidder submitting the lowest responsible bid.

In all contracts to be awarded for a public improvement, which shall include building or construction Work to be paid for in whole or in part by the use of funds of the municipality, resident bidders shall be allowed a preference against nonresident bidders from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country with which the nonresident bidder is a resident. "Resident bidder" means a person authorized to transact business in Iowa and having a place of business for transacting business within Iowa at which it is and had conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation, at least fifty percent of the common stock is owned by residents of this state. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

OWNER's Right to Reject Bids

The City Council of the City of Cedar Rapids reserves the right to reject any and all bids, to waive informalities and technicalities, and to enter such contracts as it deems in the best interest of the City. The City reserves the right to defer acceptance of any proposal for 45 calendar days after the bids have been received and opened.

By order of the City Council, City of Cedar Rapids.

Dated this 22nd day of May, 2018.

Amy Stevenson, City Clerk

Posted to City of Cedar Rapids website and statewide services on the 23rd day of May, 2018.

**00110
NOTICE OF PUBLIC HEARING
FOR HUGHES PARK IMPROVEMENTS - PHASE 1**

DESCRIBED AS:
SITE GRADING WITH CONSTRUCTION OF A CONCRETE PARKING LOT WITH
SIDEWALKS AND STUBBING UTILITIES TO THE PROPERTY LINE.

AND LOCATED AT:
NORTH SIDE OF WILSON AVENUE SW BETWEEN HUGHES DRIVE SW AND
BALSAM DRIVE SW

**Contract No. 307232-03
PUR0418-171**

At 12:00 p.m. Noon, local time, on the 12th day of June, 2018 at the Council Chambers, 3rd Floor, City Hall, 101 First Street SE, Cedar Rapids, Iowa, a hearing will be conducted by the Cedar Rapids City Council on the proposed plans, specifications, form of contract, opinion of probable cost and the proposed improvements described thereby for the Hughes Park Improvements - Phase 1 project. The Cedar Rapids City Council has previously filed these documents with the City Clerk of the City of Cedar Rapids, Iowa. The City Engineer's opinion of probable construction cost for the Work is \$324,000 (Base Bid) and \$2,900 (Alternate Bid). The proceedings of the City Council referring to the proposed plans, specifications, form of contract, and cost opinion are also made part of this notice. At this hearing, any interested person may file written and/or oral objections to these documents and the proposed improvements.

By order of the City Council, City of Cedar Rapids.

Dated this 22nd day of May, 2018.

Amy Stevenson, City Clerk

Published in the Cedar Rapids Gazette on the 26th day of May, 2018.

00200
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof:
- A. Bidder--The individual or entity who submits a Bid directly to OWNER, as distinct from Sub-bidder, who submits a Bid to a Bidder.
 - B. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - C. Successful Bidder--The lowest responsible Bidder submitting a responsive Bid to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.
 - D. OWNER — City of Cedar Rapids
 - E. ENGINEER — City of Cedar Rapids Public Works Department or Designated Representative

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

- 2.1 Copies of the Bidding Documents may be obtained through Rapids Reproductions website at <http://www.cedarrapidsplanroom.com>; by phone at 319-364-2473; or in person at 6015 Huntington Ct NE, Cedar Rapids, IA 52402, in accordance with the Instructions to Bidders. No deposit will be required for the documents.
- 2.2 Electronic copies of the Bidding Documents may have been divided into multiple electronic files to allow convenient viewing and downloading. Complete sets of Bidding Documents must be used in preparing Bids, whether obtained electronically or on paper; neither OWNER, nor the ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

- 3.1 The Owner may make such investigations as deemed necessary to determine the ability and qualification of the Bidder. If requested by the Owner, Bidder shall submit such evidence of the Bidder's necessary financial and technical capability to perform the work covered by the Bid as well as the tenacity to do so, as demonstrated by the Bidder's past performance record. Failure to comply with this requirement may result in the rejection of consideration of such bid.

- 3.2 In determining the Bidder's qualifications, the following factors, among others, will be considered: work previously completed by the Bidder; qualifications of the proposed subcontractors for their work; Bidder references; and whether the Bidder (a) maintains a permanent place of business; (b) has adequate labor and equipment to do the work properly and expeditiously; (c) has the financial resources to meet all obligations incident to the work; (d) has appropriate technical experience; and (e) has adequate, competent, experienced staff and supervisors who will be committed to the work until completion.
- 3.3 Each Bidder may be required to show that he has handled former work and that no just claims have been prosecuted or are pending against such work. No bid will be accepted from a Bidder who is engaged on any work which would impair his ability to perform or finance this work or other work in progress.
- 3.4 If requested by Owner, the lowest, responsive Bidder for each contract shall, within two (2) working days following the bid opening, submit to the Owner a completed Statement of Bidder Qualifications. The Bidder must complete and fully disclose all information requested and questions must be answered. The information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information. Failure to submit the background information may preclude the bid from further consideration by the Owner. The Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the contract. Conditional bids will not be accepted.
- 3.5 The information requested in the Statement of Bidder Qualifications is, but not necessarily limited to:
- A. When Company organized
 - B. If Corporation, Where incorporated
 - C. How many years have you been engaged in the construction contracting business under your present company name?
 - D. List all of the surety / bonding companies you have utilized in the last five (5) years.
 - E. Have you ever been declared in default under a performance and payment bond in the last five (5) years? If so, describe the circumstances and which surety / bonding company was involved. Include the name and contact person of the owner(s).
 - F. Have you ever been found not to be a responsible bidder under Iowa Code Chapter 26? If yes, please describe the circumstances.
 - G. List all projects of similar size and scale you currently have under contract, including the contract value, the scheduled completion date, contact person and phone number. Also list any experience in construction similar to this project of any value.
 - H. Are you currently being investigated for or previously been found to have violated in the last five years any of the following state or federal laws: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner's Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a 'willful' violation of the Iowa Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Hazardous Chemical Risks Act, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, The Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act:
 - I. Do you currently have any legal action pending which could impact your ability to perform this Project?
 - J. Provide information on your corporate safety program and safety-related training.

- 3.6 Owner reserves the right to reject any bid if the Owner determines, in its sole and absolute discretion, that the Bidder is not properly qualified to carry out the obligations of the Contract and/or to complete the work contemplated by the contract. Conditional bids will not be accepted.
- 3.7 All electrical, mechanical, and plumbing Subcontractors will be required to submit to all bidding General Contractors prior to bidding a letter from their bonding company certifying the Subcontractor's ability to be bonded for this project if required.
- 3.8 Reference Article 12 of these Instructions to Bidders for discussion of Subcontractor qualifications.

CITY OF CEDAR RAPIDS, IOWA

STATEMENT OF CONTRACTOR QUALIFICATIONS

Bidder / Contractor: _____

Project: _____

Upon request, within two (2) working days following the bid opening the apparent lowest responsive Bidder shall complete the STATEMENT of CONTRACTOR QUALIFICATIONS. Questions may be answered on separate attached sheets. The Bidder may submit any additional supporting information.

A. When was the contracting business organized and how many years has the business been engaged in construction contracting under the present firm's name? _

B. If a corporation, where was the business incorporated? _____

C. List all of the surety / bonding companies you have utilized in the last five (5) years.: _____

D. Have you ever been declared in default under a performance or payment bond in the last five (5) years?

Yes _____ No _____ If yes, please describe the circumstances and the surety / bonding company that was involved. Include the name and contact person of the owner(s). _____

E. Have you ever not been found to be a responsible contractor under Iowa Code Chapter 26?

Yes _____ No _____ If yes, please describe the circumstances: _____

F. List all projects you currently have under contract, including the contract value, the scheduled completion date, contact person and phone number. Also list any experience in construction similar to this project of any value. _____

G. Are you currently being investigated for or previously been found to have violated, in the last five (5) years, any of the following State or Federal laws: Iowa Minimum Wage Act; Iowa Non-English Speaking Employees Act; Iowa Child Labor Act; Iowa Labor Commissioner's Right to Inspect Premises; Iowa Compensation Insurance Act; Employment Security Act; Iowa Competition Act; Iowa Income, Corporate and Sales Tax Code; a 'willful' violation of the Iowa Federal Occupational Safety and Health Act; Iowa Employee Registration Requirements, Iowa Hazardous Chemical Risks Act; Iowa Wage Payment Collection Act; Federal Income and Corporate Tax Code; The National Labor Relations Act; The Drug-Free Workplace Act; The Employee Retirement Insurance Security Act or The Fair Labor Standards Act? Yes _____ No _____ If yes, please explain: _____

H. Do you currently have any legal action pending which could impact your ability to perform this Project? Yes _____ No _____ If yes, please explain: _____

I. Safety Program and Training

Do you have a written safety program in place? Yes _____ No _____ If so, please submit a copy of your program with this completed Statement of Qualifications. Additionally, please provide the following information:

- 1) Experience Modification Rate (EMR): Current year _____ Previous year _____
- 2) Recordable Case Rate: Current year _____ Previous year _____
- 3) Percentage of employees trained: OSHA 10-Hour _____ % OSHA 30-hour _____ %
- 4) Have all on-site construction personnel planning to work on the project successfully completed the OSHA 10-Hour safety training? Yes _____ No _____

No actions will be made on the basis of answers to the above questions without any inquiry and an opportunity to be heard regarding the circumstances of the matter reported.

The undersigned hereby authorizes and request any person, firm or corporation to furnish credit history and financial condition or other information required by the City in verification of the recitals comprising this statement. The undersigned further authorized the City to conduct any and all necessary investigations of

the undersigned's Federal and State Occupational Safety and Health Act (OSHA) compliance, including access to State and Federal records.

I hereby certify that the above information is true and correct to the best of my knowledge and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF CONTRACTOR: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

STATE OF IOWA, LINN COUNTY,

Subscribed and sworn to before me by the said _____ on this _____ day of 20_____.

Notary Public in and for the State of Iowa

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, SITE AND OTHER RELATED DATA

4.1 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that ENGINEER has used in preparing the Bidding Documents.
2. Those Drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that ENGINEER has used in preparing the Bidding Documents.

- B. Copies of reports and Drawings referenced in paragraph 4.01.A will be made available by OWNER to any Bidder on request. Those reports and Drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.02 of the General Conditions has been identified and established in paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such Drawings.

4.2 Underground Facilities

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities, including OWNER, or others.

4.3 Hazardous Environmental Condition

- A. The Supplementary Conditions identify those reports and Drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that ENGINEER has used in preparing the Bidding Documents.

- B. Copies of any reports and Drawings referenced in paragraph 4.03.A will be made available by OWNER to any Bidder on request. Those reports, if any, and Drawings, if any, are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in paragraph 4.06 of the General Conditions has been identified and established in paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such Drawings.

- 4.4 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph 4.06 of the General Conditions.

- 4.5 On request, OWNER will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.
- 4.6 Reference is made to Article 7 of the General Conditions for the identification of the general nature of other work that is to be performed at the Site by OWNER or others (such as utilities and other prime contractors) that relates to the Work for which a Bid is to be submitted. On request, OWNER will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.
- 4.7 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
 - B. visit and examine the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - D. carefully study any and all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and carefully study all reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which have been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions;
 - E. obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and Drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

- I. promptly give ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by ENGINEER is acceptable to Bidder; and
 - J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.8 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by ENGINEER are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and finishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will be held at 9:30 a.m. on 06/04/2018 at 2100 Wilson Avenue SW, Cedar Rapids, IA 52404 (onsite at Hughes Park). Representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 6 - SITE AND OTHER AREAS

- 6.01 The Site is identified in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by OWNER unless otherwise provided in the Bidding Documents.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

- 7.1 All questions about the meaning or intent of the Bidding Documents are to be submitted to ENGINEER in writing, either through mail, fax or email. Contact individual shall be as follows:

Diane Muench
Cedar Rapids Purchasing Services Division
100 1st St SE
Cedar Rapids, IA 52401
d.muench@cedar-rapids.org

Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda faxed, mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.2 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 8 - BID SECURITY

- 8.1 A Bid must be accompanied by Bid security made payable to OWNER in the amount as set forth in the Notice to Bidders. The Bid security must be in the form of a certified or cashier's check, or credit union share draft. The check or share draft shall be drawn on a financial institution in Iowa or chartered under the laws of the United States. In the alternate, a Bid Bond on the form attached and issued by a surety meeting the requirements of paragraphs 5.01 and 5.02 of the General Conditions.
- 8.2 The Bid security shall be submitted in the outer envelope as described in Article 16.03 C of these Instructions to Bidders.
- 8.3 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required Contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required Contract security within 15 days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of seven days after the Effective Date of the Agreement or 45 days after the Bid opening, whichever is sooner, whereupon Bid security furnished by such Bidders will be returned.
- 8.4 Bid security of other Bidders whom OWNER believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to (a) have Milestone items completed, and (b) also be completed and ready for final payment are as set forth in the Request for Quotations.

ARTICLE 10 - LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.1 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to OWNER in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to OWNER a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with

pertinent information regarding similar projects and other evidence of qualification, including evidence satisfactory to the Owner of each subcontractor's bonding capacity, for each such Subcontractor, Supplier, individual, or entity if requested by OWNER. If the OWNER or ENGINEER, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, OWNER may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

- 12.2 If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which OWNER or ENGINEER makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER or ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in paragraph 6.06 of the General Conditions.
- 12.3 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

- 13.1 The Bid form is included with the Bidding Documents.
- 13.2 All blanks on the Bid form shall be completed by printing in ink or by typewriter. Section 00300-A may be completed entirely as a computer printout, or partially completed electronically, then finished in ink or by typewriter. In either case, the Bid shall be signed. A Bid price shall be indicated for each [section, Bid item, alternative, adjustment unit price item, and unit price item] listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.
- 13.3 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.4 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.
- 13.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 13.6 A Bid by an individual shall show the Bidder's name and official address.
- 13.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 13.8 All names shall be typed or printed in ink below the signatures.
- 13.9 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid form.
- 13.10 The address and telephone number for communications regarding the Bid shall be shown.

- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor License number for the state of the Project, if any, shall also be shown on the Bid form.

ARTICLE 14 - BASIS OF BID; EVALUATION OF BIDS

14.1 Unit Price

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with paragraph 11.01 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

- 14.2 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in paragraph 11.05 of the General Conditions.

- 14.3 Bid prices will be compared after adjusting for any differences in the time designated by Bidders for Milestone and Final Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for each day before or after the desired date(s) appearing in Article 9.

- 14.4 Contract award will be made based on the Total Base Bid plus any Alternative Bids, which are added to or deducted from the Total Base Bid and exclusive of any incentive/disincentive clause. OWNER reserves the right to accept or reject any alternatives to the Total Base Bid.

- 14.5 By virtue of statutory authority, preference will be given to Iowa produced products and Iowa domestic labor to the extent lawfully required under State Statutes, providing that award of Contract will be made to the CONTRACTOR submitting the lowest responsible bid.

In all Contracts to be awarded for a public improvement, which shall include building or construction Work to be paid for in whole or in part by the use of funds of the municipality, resident bidders shall be allowed a preference against nonresident bidders from a state or foreign country which gives or requires a preference to bidders from that state or foreign country. The preference is equal to the preference given or required by the state or foreign country in which the non-resident bidder is a resident.

"Resident bidder" means a person authorized to transact business in this state and having a place of business for transacting business within the state at which it is and has conducted business for at least six months prior to the first advertisement for the public improvement and in the case of a corporation, at least fifty percent of the common stock is owned by residents of this state. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of federal law, the provisions of this

Specification (bidder preference) shall be suspended, but only to the extent necessary to prevent the denial of funds or to eliminate the inconsistency with federal requirements.

14.6 Other Factors in Bid Evaluation

- A. None

ARTICLE 15 – SPECIAL BID REQUIREMENTS

15.01

- A. In order to comply with the City of Cedar Rapids Affirmative Action Program each Bidder on this Project shall complete and sign the Bid Form Attachment I, “Equal Employment Opportunity/Non-Discrimination Policy Statement” and submit it with the bid proposal. Failure to comply with this requirement may be deemed cause for the successful bidder to forfeit the Bid security.
- B. The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractor and subcontractors working on City projects will be responsible for the pre-employment drug screening of all of their employees to be assigned to City projects. All Contractor and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 “Private sector drug free workplaces” and “A Guide to Workplace Testing in Iowa”, latest update. Random testing is to be conducted in conformance with Iowa Code Section 730.5 – 8.a.
- C. Bidders shall provide with their Bids an affidavit to the City that their drug testing program, and those of their subcontractors, meets the requirements of this Article. This affidavit will be included in the Contract with the successful Bidder by reference.

15.02 See Supplementary Conditions, 00800, for any information related to incentive/disincentive.

ARTICLE 16 - SUBMITTAL OF BID

16.1 Each prospective Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of each of the Bid Form, Bid Form Attachments, and, if required, the Bid Bond. The Bid Form is to be completed and submitted with the following Bid Form Attachments:

Attachment I - Equal Employment Opportunity/Non-Discrimination Policy, Attachment II - Non-Collusion Affidavit, Attachment XI - Affidavit of Drug Free Workplace Compliance, and Attachment XIII - Bidder Status Form.

16.2 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Notice to Bidders. Bids received after the specified time of closing will be returned unopened. No responsibility shall be attached to any employee of the Owner for the premature opening of any Bid not prominently identified as directed.

16.3 Bid Documents shall be enclosed in two envelopes, an INNER envelope and an OUTER envelope. Each shall be sealed and clearly labeled as follows:

BID DOCUMENTS

Sealed Bid for Complete Construction
Project Name & City Project Number
Name and address of Bidder
Time of Bid Opening

- A. The Time of the Bid Opening shall be in a minimum of a bold, 18 pt. font so as to guard against opening prior to the stipulated time.

- B. The INNER envelope shall be an envelope large enough to contain the Form of Proposal, without folding, and additionally marked as "BID ENCLOSED" in addition to the items identified above. The INNER envelope shall contain:
 - 1. The Bid (00300)
 - 2. Schedule of Bid Prices (00300 A)
 - 3. Bid Attachments (00410)
 - C. The OUTER envelope shall be an envelope large enough to contain the INNER envelope and additional documents listed below, without folding. The OUTER envelope shall contain:
 - 1. Bid Bond (Document 00430)
 - 2. The INNER envelope
 - D. If the OUTER envelope does NOT include the Bid Bond, the INNER "BID ENCLOSED" envelope will NOT be opened.
- 16.4 If the Bid is sent by mail or other delivery system, the INNER/OUTER envelope combination shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID DOCUMENTS".
- 16.5 It is the Bidders responsibility to ensure that its Bid is filed in accordance with these instructions.

ARTICLE 17 - MODIFICATION AND WITHDRAWAL OF BID

- 17.1 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Evidence shall be provided to demonstrate the individual attempting to withdraw the Bid is an authorized agent of the Bidder.
- 17.2 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER 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 (if applicable). Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 18 - OPENING OF BIDS

- 18.01 Bids will be opened at the time and place indicated in the Notice to Bidders, and unless obviously non-responsive, read aloud publicly. A summary of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 19 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but OWNER may, in its sole discretion, release any Bid and return the Bid security (if applicable) prior to the end of this period.

ARTICLE 20 - AWARD OF CONTRACT

- 20.1 OWNER reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. OWNER further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. OWNER may also reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder.
- 20.2 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 20.3 In evaluating Bids, OWNER will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 20.4 In evaluating Bidders, OWNER will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 20.5 OWNER may conduct such investigations as OWNER deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.
- 20.6 If the Contract is to be awarded, OWNER will award the Contract to the Bidder whose Bid is in the best interests of the Project, that is the lowest responsible Bid.

ARTICLE 21 - CONTRACT SECURITY AND INSURANCE

- 21.1 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth OWNER's requirements as to performance and payment Bonds and insurance. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by such Bonds.
- 21.2 The CONTRACTOR shall furnish the OWNER with Certificates of Insurance and, if requested by OWNER, a copy of the policies. Before commencing any performance under this Contract, the CONTRACTOR shall deliver all the Certificates of Insurance to the OWNER certifying that the policies stipulated above are in full force and effect.
- 21.3 Insurance documents shall be prepared according to the contract documents. Also refer to attached sample endorsement form on the following page for further explanation. Special attention is drawn to the following:
- A. "The City of Cedar Rapids, Iowa, its officers and employees shall be named as additional insureds" on the contractor's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
 - B. The liability limits shall be according to the Contract Documents. General liability coverage must be on a claims occurred basis.
 - C. The project name and project number being covered must appear on the face of the certificate.

- D. Endorsement with respect to including the certificate holder as an additional insured must be attached to the certificate to indicate that the policy is endorsed. Example endorsement language follows:

**CITY OF CEDAR RAPIDS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.

**CITY OF CEDAR RAPIDS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(for use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF CEDAR RAPIDS, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Public Works Department, attention: Construction Engineering Manager, 500 15th Avenue SW, Cedar Rapids, IA 52404. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

Note: Endorsements above per 'Urban Standard Specifications for Public Improvements'. Addendum No. 2 effective July 24, 2001.

ARTICLE 22 – SIGNING OF AGREEMENT

22.01 When OWNER gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER. Within ten days thereafter, OWNER shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 23 - SALES AND USE TAXES

23.01 Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining exemption certificate(s) from The OWNER, on eligible items, as provided by law, or for applying for reimbursement for such taxes paid. Sales and Use taxes shall not be included in the Bid. For more information on this exemption and items that are non-exempt, please check the State of Iowa's website: www.state.ia.us/tax/business/Contr-ExEnt-Index.html

ARTICLE 24 – RETAINAGE

24.01 Provisions concerning CONTRACTOR's rights to deposit securities in lieu of retainage are set forth in the Agreement.

END OF SECTION 00200

**00300
BID**

PROJECT NAME: HUGHES PARK IMPROVEMENTS - PHASE 1

CONTRACT NO: 307232-03

THIS BID IS SUBMITTED TO: City of Cedar Rapids
Office of the City Clerk
101 First Street SE
Cedar Rapids, IA 52401

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds, insurance certificates, and other documents required by the Bidding Requirements within 15 days after the OWNER's Notice of Award.

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No. Addendum Date

B. Bidder has visited and examined the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and (2) reports and Drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
 - F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and Drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
 - K. Bidder has received and is familiar with:
 - (i) Cedar Rapids Metropolitan Area Standard Specifications Version April 2003 for Public Improvements
 - (ii) Cedar Rapids Metropolitan Area Standard Details Version April 2003 for Public Improvements
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any Agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.1 Bidder agrees that the Work will be completed and ready for final payment in accordance with paragraph 14.07.B of the General Conditions on or before the dates or within the number of Calendar or Working Days indicated in the Agreement.
- 5.2 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 6.1 Include the following documents in the envelope with this Bid:

Attachment I - Equal Employment Opportunity/Non-Discrimination Policy, Attachment II - Non-Collusion Affidavit, Attachment XI - Affidavit of Drug Free Workplace Compliance, and Attachment XIII - Bidder Status Form.

6.2 The following documents are submitted in a separate envelope and made a condition of this Bid:

A. Required Bid security in the form set forth in the Bidding Documents.

7.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

8.1 Bidder will complete the Work in accordance with the Contract Documents for the prices as shown on the attached schedule of Bid prices.

Unit Prices have been computed in accordance with paragraph 11.01.A of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

8.2 Abbreviations

The following abbreviations may be used in this Bid:

ACC	- Asphaltic Cement Concrete	LBS	- Pounds
CIP	- Complete in Place	LF	- Linear Foot
COMP	- Complete	LS	- Lump Sum
CF	- Cubic Foot	LT	- Left
CY	- Cubic Yard	MAT	- Material
DI	- Ductile Iron	MH	- Manhole
DIA	- Diameter	PCC	- Portland Cement Concrete
EA	- Each	RCB	- Reinforced Concrete Box
ELEC	- Electrical	RCP	- Reinforced Concrete Pipe
EST	- Estimate(d)	RT	- Right
EXCL	- Excluding	SF	- Square Foot
FIXT	- Fixture	STA	- Station
FT	- Feet	SY	- Square Yard
GAL	- Gallon	TN	- Ton
HERCP	- Horizontal Elliptical RCP	VLF	- Vertical Linear Foot
HRS	- Hours	W/	- With
IN	- Inch	W/O	- Without
INCL	- Including		

SUBMITTED on _____.

Iowa Department of Labor Registration No./CONTRACTOR License No. _____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX _____ No.: _____
Email Address: _____
Date of Incorporation: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____ Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Phone and FAX Number, Email Address and Mailing Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

UNIT PRICE BID
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
CITY OF CEDAR RAPIDS, IOWA

The following prices per item shall be for furnishing and installing the various items of material and Work as specified and shown on the Drawings. Bidder agrees to perform all Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with paragraph 11.01 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities, and classifications are to be made by ENGINEER as provided in paragraph 11.01 of the General Conditions.

Note: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All numbers shall be either typewritten or in ink. Unit Price Bid values shall be listed to the nearest penny (no fractions of a penny, please).

Legal Name of Bidder: _____

Address of Bidder: _____

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
1.	01100-01	Mobilization	1	LS		\$ -
2.	01200-01	Traffic Control	1	LS		\$ -
3.	02000-01	Unclassified Excavation And Embankment	1	LS		\$ -
4.	02300-10	Sanitary Sewer Service	1	LS		\$ -
5.	02400-01	Storm Sewer, 15"	1	LS		\$ -
6.	02400-10	Storm Sewer Structures	1	LS		\$ -
7.	02500-40	Water Service	1	LS		\$ -
8.	02700-01	Portland Cement Concrete Pavement, Non-Reinforced	1	LS		\$ -
9.	02700-20	Portland Cement Concrete Driveway	94	SY		\$ -
10.	02700-30	Portland Cement Concrete Pavement Repair	1	LS		\$ -
11.	02700-31	Portland Cement Concrete Pavement Repair	33	SY		\$ -
12.	02700-70	Portland Cement Concrete Sidewalk (5' Public Sidewalk Along Balsam Drive)	41	SY		\$ -
13.	02700-70	Portland Cement Concrete Sidewalk (5' Public Sidewalk Along Wilson Avenue)	295	SY		
14.	02700-71	Portland Cement Concrete Sidewalk (Adjacent To Hughes Park)	1	LS		\$ -
15.	02900-11	Hydroseeding	1	LS		
16.	02950-01	Fencing (Along East Property Line)	1	LS		\$ -
TOTAL BID						
COMPUTED TOTAL BID CONTRACT NO. 307232-03					(ITEMS 1 THROUGH 16)	
						\$ -
(Words)						(Numbers)

**ALTERNATE BID ITEM
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
CITY OF CEDAR RAPIDS, IOWA**

Contract award will be made based on the Total Base Bid. Alternate Bids will be added to or deducted from the Total Base Bid, if they

Legal Name of Bidder: _____
Address of Bidder: _____

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	MATERIAL/ MANUFACTURER	QTY	UNIT	CHANGE IN UNIT PRICE (+ OR -)	DEDUCT FROM BASE BID	ADD TO BASE BID
17.	02950-01	Fencing (Along West Property Line)	Per Standard Specification Section 02950-01 & associated Special Provisions	1	LS			
SUBTOTAL ALTERNATE BID ITEMS DEDUCTIONS AND ADDITIONS						\$		
TOTAL BASE BID PLUS ALTERNATES:								
(Words)						Dollars	\$	(Numbers)
NOTE: THE ENTIRE DOCUMENT MUST BE SUBMITTED AS THE BID. DO NOT SEPARATE BID PAGES BOUND IN THE								

00410 - ATTACHMENT I
EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY STATEMENT

1. This is to affirm that _____ (hereinafter referred to as the CONTRACTOR)
(CONTRACTOR'S NAME)
has a policy of Non-Discrimination and providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, and specifically Iowa Statutes.
2. The CONTRACTOR, will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, ancestry, age, marital status, families with children, sexual orientation, gender identity, genetic information, disability, status with regard to public assistance, status as a veteran, or any classification protected by federal, state, or local laws except where age and sex are essential bona fide occupational requirements, or where disability or handicap is a bona fide occupational disqualification.
3. The CONTRACTOR will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff disciplinary action, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR, further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity.
4. The CONTRACTOR will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this employer engages in.
5. The CONTRACTOR will commit the necessary time and resources, both financial and human to achieve the goals of Equal Employment Opportunity and Affirmative Action.
6. The CONTRACTOR fully supports incorporation of nondiscrimination and Affirmative action rules and regulations into contracts.
7. The CONTRACTOR, or his collective bargaining representative, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representatives of the CONTRACTORS' commitments under this selection.
8. The CONTRACTOR will evaluate the performances of its management and supervisory personnel on the basis of their involvement in achieving the Affirmative Action objectives as well as other established criteria. Any employee of this organization, or subcontractor to this employer, or to who does not comply with the Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State, and Local governing bodies or agencies thereof, specifically Iowa statutes, will be subject to appropriate legal sanctions.

9. The CONTRACTOR has appointed the following individual to manage the Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State, and Local agencies. An official for the CONTRACTOR will receive and review reports of the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact the following:

Company Name

Contact Individual

Address

City, State, Zip Code

Phone Number

10. The CONTRACTOR, will include, or incorporate by reference, the provisions of this Equal Employment Opportunity/Nondiscrimination policy in every Contract, subcontract or purchase order unless exempt by the rules, regulations or orders of the OWNER's Affirmative Action Program and will provide in every subcontract, or purchase order that said provision will be binding upon each Subcontractor and Supplier of Goods.

Signature of appropriate official

Date

Title

Representing

**00410 - ATTACHMENT II
NON-COLLUSION AFFIDAVIT**

CITY OF CEDAR RAPIDS, IOWA

Each CONTRACTOR submitting a Bid on this Project shall complete the Non-Collusion Affidavit and submit it with the proposal.

STATE OF _____

COUNTY OF _____

I, _____, representing _____, upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this Contract nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose and state that there is no Contract, Agreement or arrangement, either oral or written, express or implied, contemplating any division of compensation for services rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except if shown by the Contract another CONTRACTOR jointly serving with (me/us) in the same capacity.

I further depose and state that neither (I/we) nor anyone in (my/our) employment has either directly or indirectly entered into any Agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Subscribed and sworn before me this _____ day of _____, _____.

**00410 - ATTACHMENT XI
AFFIDAVIT OF DRUG FREE WORKPLACE COMPLIANCE**

We, the undersigned Bidder, understand that the City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. Therefore, all contractor and subcontractors shall be responsible for pre-employment drug screening of prospective employees.

We, the undersigned Bidder, state that our firm has in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a. Post-accident testing shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.

We further state that our company drug testing program, and that of our subcontractors, does or shall meet the requirements of the above-referenced Iowa Code Section if we are awarded the contract for the work. This affidavit will be included in the Contract by reference.

I hereby certify that the above information is true and correct and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF BIDDER: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn to before me on this _____ day of _____ 20_____.

Notary Public in and for the State of _____

**00410 - ATTACHMENT XIII
BIDDER STATUS FORM**

v. 8/1/17

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" to each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

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

To be completed by resident bidders

Part B

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

- Dates: _____/_____/_____ to _____/_____/_____ Address: _____
City, State, Zip: _____
- Dates: _____/_____/_____ to _____/_____/_____ Address: _____
City, State, Zip: _____
- Dates: _____/_____/_____ to _____/_____/_____ Address: _____
City, State, Zip: _____

You may attach additional sheets(s) if needed

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

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

Firm Name: _____

Signature: _____ Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidders Status form. If at least one of the following describe 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 cancelled.
- 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 if 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.

**00430
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address):

OWNER (Name and Address):

BID

BID DUE DATE: _____
PROJECT (Brief Description Including Location):

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date):

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

_____(Seal)
Bidder's Name and Corporate Seal

_____(Seal)
Surety's Name and Corporate Seal

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, OWNER or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by OWNER, or
 - 3.3. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 Calendar Days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 Calendar Days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state of Iowa.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

00500
AGREEMENT
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
THE CITY OF CEDAR RAPIDS, IOWA

THIS AGREEMENT is by and between the City of Cedar Rapids, Iowa (hereinafter called OWNER) and [CONTRACTOR] (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally referred to as follows:

Hughes Park Improvements - Phase 1

ARTICLE 2 - WORK

2.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, which is generally described as follows:

The Work generally consists of site grading with construction of a concrete parking lot with sidewalks and stubbing utilities to the property line. located at north side of Wilson Avenue SW between Hughes Drive SW and Balsam Drive SW.

ARTICLE 3 - ENGINEER

3.01 The Project will be administered by City of Cedar Rapids Public Works Department, who is hereinafter called ENGINEER, and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.1 *Time of the Essence*

A. All time limits for Milestones, if any, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

B. The early start date is:

Upon Approval of Bids and Insurance

C. The late start date is:

07/30/2018

4.2 *Dates for Completion and Final Payment*

- A. The Work will be completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions:

Phase 1 - Work shall be finished within 80 Calendar Days Calendar Days after the date when the Contract Times commence to run.

4.3 *Dates for Milestones*

- A. In addition to final completion times, there are Milestones by which certain WORK ITEMS must be completed. See General Conditions for Milestone requirements:

Milestone 1 (September 28, 2018) - Seeding

4.4 *Liquidated Damages*

- A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 4.02 until the Work is complete and ready for final payment.
- B. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Milestone Work is not completed by the Milestone dates specified in paragraph 4.03 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Milestone Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER \$250.00 for each day that expires after the time specified in paragraph 4.03 until the Milestone Work is complete.

ARTICLE 5 - CONTRACT PRICE

- 5.1 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in exhibit 00300-A.
- B. For all accepted Supplemental Unit Price Work, each item identified separately as indicated in Exhibit 00500-B.

ARTICLE 6 - PAYMENT PROCEDURES

6.1 *Submittal and Processing of Payments*

- A. Quantity cutoff is the 4th Friday of each month. The CONTRACTOR shall sign-off on OWNER generated pay application and, if applicable, change order documents within 14 calendar days of 4th Friday of month in accordance with Article 14 of the General Conditions or as per OWNER generated processing schedule. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.2 *Progress Payments; Retainage*

- A. OWNER shall make progress payments on account of Work completed on the basis of Owner Inspector generated quantities on or within 14 calendar days of OWNER stated due date for all appropriate documents (or within 21 calendar days of receipt if documents are received subsequent to OWNER stated due date) during performance of the Work as provided in paragraphs 6.02A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Project Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:
 - a. 95% of Work completed (with the balance being retainage). If the Work has been 95% completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and, OWNER, on recommendation of, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Final Completion will be in an amount equal to 100% of the Work completed less the aggregate of payments previously made; and
 - b. 100% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. OWNER shall pay retainage to CONTRACTOR in accordance with paragraph 14.02.B.5 of the General Conditions.

6.3 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

ARTICLE 7 – NOT USED

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site, if any, and all Drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, if any, (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and Drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions. CONTRACTOR acknowledges that such reports and Drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site or otherwise which may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.
 - F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and Drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- K. CONTRACTOR is competent and has sufficient equipment, personnel and financial resources to perform Work in accordance with the Contract Documents.

ARTICLE 9 - CONTRACT DOCUMENTS9.1 *Contents*

- A. The Contract Documents consist of the following items (either bound herein or separately) as marked with an "X".

Included

1. This Agreement
 - X a. 47-57 Pages, inclusive;
 - X b. Exhibit 500-A, Unit Price Work (1 pages, inclusive);
 - c. Exhibit 500-B, Supplemental Unit Price Work (0 pages, inclusive);
- X 2. Notice to Bidders
- X 3. Notice of Public Hearing
- X 4. Performance Bond (4 pages, inclusive);
- X 5. Payment Bond (3 pages, inclusive);
6. Other Bonds (0 pages, inclusive),
7. Bid Form Attachments
 - X a. Attachment I – Equal Employment Opportunity/Non-Discrimination Policy Statement
 - X b. Attachment II – Non-Collusion Affidavit
 - c. Attachment III – Disadvantaged Business Enterprise (DBE) Certification for Non-Rolling Stock Materials or Services
 - d. Attachment IV – Disadvantaged Business Enterprise (DBE) List
 - e. Attachment V – Debarment and Suspension Certification
 - f. Attachment VI – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
 - g. Attachment VII – Part 661 – Buy America Requirements – Surface Transportation Assistance Act of 1982, As Amended
 - h. Attachment VIII – Certification of Restrictions on Lobbying
 - i. Attachment IX – Certification of Non-segregated Facilities
 - j. Attachment X – Targeted Small Business (TSB) Pre-Bid Contact Information
 - X k. Attachment XI – Affidavit of Drug Free Workplace Compliance
 - l. Attachment XII – Schedule of Unit Prices for Traffic Signal Installation
 - X m. Attachment XIII – Bidder Status Form
- X 8. Cedar Rapids Metropolitan Area Standard Documents;
 - a. Cedar Rapids Metropolitan Area Standard Specifications for Public Improvements, current version
 - b. Cedar Rapids Metropolitan Area Standard Details for Public Improvements, current version
- X 9. Supplementary Conditions, Section 00800, (19 pages, inclusive);
- X 10. Special Provisions and Specifications as listed in the table of contents of the Project Manual;

- X 11. Drawings bound separately consisting of a cover sheet and sheets numbered Sheet 1 through Sheet 9, inclusive, with each sheet bearing the following general title: Hughes Park Improvements - Phase 1
 - 12. Addenda (numbers [] to [], inclusive);
 - 13. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed ([] pages, inclusive);
 - X b. CONTRACTOR's Bid Exhibits 00300A and 00300B (36 to 37 pages, inclusive);
 - c. Documentation submitted by CONTRACTOR prior to Notice of Award ([] pages, inclusive);
 - X d. Insurance Certificates;
 - e. Not Used
 - 14. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - X c. Change Order(s).
- B. The documents listed in paragraph 9.01.A are incorporated by reference (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9. Any attachments within an appendix not listed in Article 9, are not part of the Contract Documents. The CONTRACTOR has limited reliance on these appendices, in accordance with the General Conditions.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.1 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the General Conditions.

10.2 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.3 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Other Provisions* – NOT USED

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on the date the Award is approved by the City Council as acting on behalf of the OWNER.

OWNER: _____ CONTRACTOR: _____

By: _____ By: _____

(Title)

(Title)

Date: _____ Date: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____

Attest _____

Address for giving notices:

Address for giving notices:

City of Cedar Rapids

City Clerk

1st Floor, City Hall, 101 First St SE

Cedar Rapids, IA 52401

License No. _____

License No. _____

(Where applicable)

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of OWNER-CONTRACTOR Agreement.)

Agent for service of process:

Designated Representative:

Designated Representative:

Name: Stephen Krug

Name: _____

Title: _____

Title: _____

Address: Cedar Rapids Parks & Recreation Department

Address: _____

500 15th Avenue SW

Cedar Rapids, IA 52404

Phone: 319-286-5740

Phone: _____

Facsimile: _____

Facsimile: _____

Email _____

Email _____

Address: s.krug@cedar-rapids.org

Address: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Agreement is to be signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. **In lieu of the foregoing certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.**

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures of the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein above; that _____, who signed the foregoing Agreement on behalf of CONTRACTOR was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

END OF SECTION 00500

**UNIT PRICE WORK
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
CITY OF CEDAR RAPIDS, IOWA**

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
1.	01100-01	Mobilization	1	LS		\$ -
2.	01200-01	Traffic Control	1	LS		\$ -
3.	02000-01	Unclassified Excavation And Embankment	1	LS		\$ -
4.	02300-10	Sanitary Sewer Service	1	LS		\$ -
5.	02400-01	Storm Sewer, 15"	1	LS		\$ -
6.	02400-10	Storm Sewer Structures	1	LS		\$ -
7.	02500-40	Water Service	1	LS		\$ -
8.	02700-01	Portland Cement Concrete Pavement, Non-Reinforced	1	LS		\$ -
9.	02700-20	Portland Cement Concrete Driveway	94	SY		\$ -
10.	02700-30	Portland Cement Concrete Pavement Repair	1	LS		\$ -
11.	02700-31	Portland Cement Concrete Pavement Repair	33	SY		\$ -
12.	02700-70	Portland Cement Concrete Sidewalk (5' Public Sidewalk Along Balsam Drive)	41	SY		\$ -
13.	02700-70	Portland Cement Concrete Sidewalk (5' Public Sidewalk Along Wilson Avenue)	295	SY		\$ -
14.	02700-71	Portland Cement Concrete Sidewalk (Adjacent To Hughes Park)	1	LS		\$ -
15.	02900-11	Hydroseeding	1	LS		
16.	02950-01	Fencing (Along East Property Line)	1	LS		\$ -

TOTAL BID
COMPUTED TOTAL BID CONTRACT NO. 307232-03 **(ITEMS 1 THROUGH 16)**

(Words) \$ -
(Numbers)

**ALTERNATE BID
HUGHES PARK IMPROVEMENTS - PHASE 1
CONTRACT NO. 307232-03
CITY OF CEDAR RAPIDS, IOWA**

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
17.	02950-01	Fencing (Along West Property Line)	1	LS		\$ -

TOTAL OF ALL UNIT PRICES:

(Words) Dollars \$ -
(Numbers)

As provided in paragraph 11.01 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.01 of the General

**00610
PERFORMANCE BOND**

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address):	

CONTRACT
 Date:
 Amount:
 Description (Name and Location):

BOND
 Date (Not earlier than Contract Date):
 Amount:
 Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00610, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)

SURETY
 Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:
 (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)

SURETY
 Company: _____ (Corp. Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs. Executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an Agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another CONTRACTOR selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified CONTRACTORS acceptable to the OWNER for a Contract for performance and completion of the Contract, arrange for a Contract to be prepared for execution by the OWNER and the CONTRACTOR selected with the OWNER's concurrence, to be secured with performance and payment Bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new CONTRACTOR and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceedings legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the state of Iowa and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR UNDER THE Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by

the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

- 12.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

**00620
PAYMENT BOND**

Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
OWNER (Name and Address):	
CONTRACT Date: Amount: Description (Name and Location):	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms included in this Section 00620, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)
 Signature: _____

SURETY
 Company: _____ (Corp. Seal)
 Signature: _____

Name and Title:

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)
 Signature: _____

SURETY
 Company: _____ (Corp. Seal)
 Signature: _____

Name and Title:

Name and Title:

FOR USE BY OWNER ONLY

REVIEWED BY OWNER

Signature _____ Date _____

Name and Title _____

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, Liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, Liens or suits and tendered defense of such claims, demands, Liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default.
3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct Contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and, with substantial accuracy, the amount of the Claim.
 - 4.2. Claimants who do not have a direct Contract with the CONTRACTOR:
 1. Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the Claim stating, with substantial accuracy, the amount of the Claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the Claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a Claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.
5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER's priority to use the funds for the completion of the Work.
9. The Surety shall not be liable to the OWNER. Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct Contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The Agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

- 15.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Section 00700 General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

SC-1.01 ENGINEER's and OWNER's Consultants

Insert the following after the definition of "ENGINEER's and OWNER's Consultants" in the General Conditions Paragraph 1.01:

Wherever ENGINEER's Consultants are referred to in the Contract Documents, the phrase shall be interpreted to mean ENGINEER's, ARCHITECT's and/or OWNER's Consultants.

The following are ENGINEER's/ARCHITECT's Consultants on the Project:

None

The following are OWNER's Consultants on the Project:

Snyder & Associates, Inc.

The following is OWNER's Consultant and is referred to as the Project Soils ENGINEER in the Contract Documents:

None

SC-1.04 Drawings

The following Drawings are part of the Contract Documents Incorporated by Reference (bound separately):

Title: Hughes Park Improvements - Phase 1
Prepared By: Snyder & Associates, Inc.
Date: 05/08/2018
Drawing list: Includes pages labelled Sheet 1 through Sheet 9

SC-2.05E Before Starting Construction

Add the following paragraph as 2.05E:

In order to facilitate its responsibilities for completion of the Work in accordance with and as reasonably inferable from the Contract Documents, prior to commencing the Work the CONTRACTOR shall examine and compare the drawings and specifications with information furnished by the OWNER, relevant field measurements made by the CONTRACTOR and any visible conditions at the Worksite affecting the Work.

SC-2.08 Vendor Registration

- A. The CONTRACTOR shall have a Vendor Registration Certificate on file with the City of Cedar Rapids a minimum of ten days before the submission of the first Application for Payment.

SC-3.03B Reporting & Resolving Discrepancies

Add the following paragraph as 3.03B.2.e:

In descending order, change orders and addenda, including attachments thereto, shall take precedence over any other contract document.

SC-3.03D Reporting & Resolving Discrepancies

Add the following paragraph as 3.03D:

If the CONTRACTOR discovers any errors, omissions or inconsistencies in the Contract Documents, the CONTRACTOR shall promptly report them to the OWNER and the ENGINEER. It is recognized, however, that the CONTRACTOR is not acting in the capacity of a licensed design professional, and that the CONTRACTOR's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Following receipt of written notice from the CONTRACTOR of defects, the OWNER shall promptly inform the CONTRACTOR what action, if any, the CONTRACTOR shall take with regard to the defects.

SC-3.03E Reporting & Resolving Discrepancies

Add the following paragraph as 3.03E:

The CONTRACTOR shall have no liability for errors, omissions or inconsistencies discovered under the two preceding subparagraphs unless the CONTRACTOR knowingly fails to report a recognized problem to the OWNER and ENGINEER.

SC-3.03F Reporting & Resolving Discrepancies

Add the following paragraph as 3.03F:

The CONTRACTOR may be entitled to additional costs or time because of clarifications or instructions arising out of the CONTRACTOR's reports described in the three preceding subparagraphs.

SC-3.03G Reporting & Resolving Discrepancies

Add the following paragraph as 3.03G:

In any case of omissions or errors in figures, drawings or specifications, the CONTRACTOR shall immediately submit the matter to the ENGINEER for clarification. The ENGINEER's clarifications are final and binding on all Parties, subject to an equitable adjustment in Contract Time or Price, or dispute resolution in accordance with contract terms.

SC-4.02 Subsurface and Physical Conditions

Add the following new paragraph(s) immediately after paragraph 4.02.B:

- C. In the preparation of Drawings and Specifications, OWNER, ENGINEER or ENGINEER's Consultants relied upon the following reports of explorations and tests of subsurface conditions at the site:

None

- D. In the preparation of Drawings and Specifications, OWNER, ENGINEER or ENGINEER's Consultants relied upon the following Drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the Site:

None

- E. Copies of reports and Drawings itemized in SC-4.02.C and SC-4.02.D that are not included with Bidding Documents may be examined at the City Services Center at 500 15th Ave SW in Cedar Rapids, Iowa during regular business hours. These reports and Drawings are not part of the Contract Documents, but the "technical data" contained therein upon which CONTRACTOR may rely as identified and established above are incorporated therein by reference. CONTRACTOR is not entitled to rely upon other information and data utilized by OWNER, ENGINEER and ENGINEER's Consultants in the preparation of Drawings and Specifications.

SC-5.01A Performance, Payment, and Other Bonds

Delete the second sentence of paragraph 5.01.A and replace it with the following:

These Bonds shall remain in effect until four years after the Work is fully accepted by OWNER.

SC-5.01E Performance, Payment, and Other Bonds

Not used.

SC-5.01F Performance, Payment, and Other Bonds

Add the following to paragraph 5.01.F:

All electrical, mechanical, and plumbing Subcontractors will be required to submit to all bidding General Contractors prior to bidding a letter from their bonding company certifying the Subcontractor's ability to be bonded for this project if required.

SC-5.02 Licensed Sureties and Insurers

Not used.

SC-5.04 CONTRACTOR's Liability Insurance

Add the following new paragraph immediately after paragraph 5.04.B:

- C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State:	\$	<u>Statutory</u>
b. Applicable Federal	\$	<u>Statutory</u>
c. Employer's Liability		
Bodily Injury by Accident:		
Each Accident	\$	500,000
Bodily Injury by Disease:		
Each Employee	\$	500,000
Policy Limit	\$	500,000

2. CONTRACTOR's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of CONTRACTOR:

a. General Aggregate	\$	2,000,000
b. Products – Completed Operations Aggregate	\$	2,000,000
c. Personal and Advertising Injury (Per Person/Organization)	\$	1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$	1,000,000
e. Fire Legal Liability Damage Limit (any One Fire)	\$	50,000
f. Medical Expense Limit (Any One Person)	\$	5,000
g. Not Used		
h. Railroad protective insurance		
i. Each Occurrence	\$	Not Used
ii. Aggregate	\$	Not Used
i. Umbrella Liability	\$	See paragraph SC-5.04.C.7.g.
j. Excess Umbrella Liability	\$	See paragraph SC-5.04.C.8

3. Policy shall include as a minimum the following coverages:

- Broad Form Property Damage Coverage.
- An elimination of the exclusions with respect to property under the care, custody or control of CONTRACTOR. In lieu of elimination of the exclusion, CONTRACTOR may provide Builder's Risk or Installation Floater coverage for property under the care, custody, or control of CONTRACTOR.
- Contractual Liability Coverage.
- Independent CONTRACTOR Coverage.

4. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:		
Each Person	\$	1,000,000
Each Accident	\$	1,000,000
b. Property Damage:		
Each Accident	\$	1,000,000
c. Combined Single Limit of	\$	1,000,000

- d. Policy shall include contractual liability coverage and coverage on all owned, non-owned and hired vehicles.
5. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
- | | |
|---------------------|--------------|
| a. Bodily Injury: | |
| Each Accident | \$ 1,000,000 |
| Annual Aggregate | \$ 2,000,000 |
| b. Property Damage: | |
| Each Accident | \$ 1,000,000 |
| Annual Aggregate | \$ 2,000,000 |
6. Additional insurances required:
- a. Umbrella – see Section 7.g.
- b. Rider covering traffic control operations.
- i. Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.
- c. Pollution Liability Insurance
- i. Covers and spill, release, discharge or disposal of pollutants onto the OWNER's property caused by the CONTRACTOR, its employees, Subcontractors, or independent contractors.
7. Additional insureds coverage:
- a. Insurance certificates shall specifically indicate by name the additional insureds which are to include OWNER and ENGINEER as well as other persons or entities so identified:
- 1) "The City of Cedar Rapids, Iowa, its officers and employees shall be named as additional insureds" on the CONTRACTOR's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
 - 2) No Others

Policy shall also include ENGINEER's and OWNER's Consultants as identified in paragraph SC-1.01 of the Supplementary Conditions as additional insureds under the provisions of paragraph 5.04 of the General Conditions.

- b. Additional Insured Endorsement – CONTRACTOR shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds OWNER and ENGINEER and their employees, as well as other persons or entities so identified.

General Aggregate Limits specified above shall apply separately to this Project by attachment of **Additional Insured Endorsement**, **Governmental Immunities Endorsement**, and **Cancellation and Material Changes Endorsement**, text as given below.

**CITY OF CEDAR RAPIDS, IOWA
ADDITIONAL INSURED ENDORSEMENT**

The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.

**CITY OF CEDAR RAPIDS, IOWA
GOVERNMENTAL IMMUNITIES ENDORSEMENT
(for use when including the City as an Additional Insured)**

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
3. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**CITY OF CEDAR RAPIDS, IOWA
CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Public Works Department, attention: Construction Engineering Manager, 500 15th Avenue SW, Cedar Rapids, IA 52404. This

endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

- c. CONTRACTOR shall, prior to the start of any Work on the Project by any Subcontractor, confirm and verify that CONTRACTOR has received a certificate of insurance from each Subcontractor specifically:
 - i. naming OWNER and ENGINEER as well as other persons and entities so identified as an additional insured, under each subcontractors' policy of insurance and;
 - ii. that each subcontractors' policy of insurance naming OWNER and ENGINEER as well as other persons and entities so identified as additional insured specifically includes the additional Insured Endorsement language as required by paragraph b.
 - d. CONTRACTOR shall, prior to the start of any Work on the Project by CONTRACTOR or by any Subcontractor, submit to OWNER:
 - i. a certificate of insurance for CONTRACTOR in compliance with the above paragraph b.
 - ii. a certificate of insurance for each Subcontractor in compliance with paragraph 7.c.i and 7.c.ii.
 - e. That failure of CONTRACTOR or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by OWNER and ENGINEER as well as other persons and entities so identified.
 - f. As an alternative to complying with items b through e above, CONTRACTOR may furnish to OWNER an OWNERS' and Contractor's Protective (OCP) policy, with ENGINEER and its employees as named additional insured. OCP policy shall provide for bodily injury and property damage coverage equal to the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage.
 - g. The stated limits of paragraphs 5.04.C.1 through 5.04.C.7 of the Supplementary Conditions can be obtained through individual policies or if CONTRACTOR desires to reduce underlying limits to minimums required by its insurance carrier, an umbrella policy must accordingly be provided to maintain overall total level of coverage. Any Umbrella insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.
8. Umbrella:
- a. An excess umbrella policy (pay on behalf form) with limits of \$2,000,000 for Employer's liability, CONTRACTOR's General Liability, (bodily injury, personal injury and property damage), Automobile Liability, Contractual Liability and Railroad Protective Insurance (if required) on a combined basis shall be provided. Any Excess insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.
 - b. Policy shall include OWNER, ENGINEER and any others required by paragraph 5.04 of the General Conditions as additional insureds.

9. The types of insurance and the limits of liability indicated are the minimum required. Neither OWNER nor ENGINEER warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. All Insurance shall be provided on an occurrence form basis. Insurance certificate(s) must clearly disclose on its face that coverage is on an occurrence basis and that it cannot be cancelled or materially altered without giving the OWNER written notice thirty days prior to cancellation or alteration.

SC-5.06A Property Insurance

Delete paragraph 5.06 A.1. and replace with the following:

“include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER, ENGINEER’s and OWNER’s Consultants, and any other individuals or entities identified in SC1.01 of the Supplementary Conditions (Section 00800), and officers, directors, partner, employees, agents, and other consultants and subcontractors of each and any of them each of whom is deemed to have an insurable interest and shall be listed as an additional insured.”

Delete paragraph 5.06 A.2. and replace with the following:

“be written on a builder’s risk policy form to include insurance for physical loss or damage to the work, temporary buildings, false work, and materials, and equipment in transit, and insure against at least the following perils or causes of loss: fire, lightning, explosion, windstorm, hail, smoke, aircraft, vehicles, riot, civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, weight of snow or ice, accidental discharge of water or steam, building collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, and terrorism.”

SC-5.06B Property Insurance

Delete entire sentence and replace with the following:

“The CONTRACTOR shall be held responsible for the care of the materials and the Work.”

SC-5.06D Property Insurance

Delete entire paragraph and replace with the following:

“OWNER shall not be responsible for purchasing and maintaining any property insurance specified in this paragraph 5.06 to protect the interests of the CONTRACTOR, Subcontractors, or others in the Work to the extent of any deductible amounts. The risk of loss within deductible amounts will be borne by CONTRACTOR, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within deductible amounts, each may purchase and maintain it at the purchaser’s own expense.”

SC-5.06E Property Insurance

Delete entire sentence and replace with the following:

“Policy shall also include Engineer’s and Owner’s Consultant as identified in paragraph 1.01 of the Supplementary Conditions as additional insureds.”

SC-5.06F Property Insurance

Add the following new paragraph as 5.06F:

“The CONTRACTOR may self-insure builders risk coverage on infrastructure projects, but must purchase builders risk insurance on buildings and equipment being built or modified as part of this project. This insurance must be listed on the CONTRACTOR’s certificate of insurance provided to the OWNER. Examples of infrastructure assets include roads,

bridges, tunnels, drainage systems, water and sewer systems outside the water and sewage treatment plants, dams and lighting systems.”

SC-5.06G Property Insurance

Not used.

SC-5.06H Property Insurance

Add the following new paragraph 5.06H:

The OWNER shall be named as additional insureds and loss payees on the Builders Risk insurance policies.

SC-5.11 Deductible Provisions

Delete paragraph 5.11 and replace with the following:
“CONTRACTOR shall pay all insurance deductible amounts.”

SC-6.01C Supervision and Superintendence

Add the following paragraph as 6.01C:

The CONTRACTOR shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences and procedures utilized, unless the Contract Documents give other specific instructions. In such case, the CONTRACTOR shall not be liable to the OWNER for damages resulting from compliance with such instructions unless the CONTRACTOR recognized and failed to timely report to the OWNER any error, inconsistency, omission or unsafe practice that it discovered in the specified construction means, methods, techniques, sequences or procedures.

SC-6.01D Supervision and Superintendence

Add the following paragraph as 6.01D:

The CONTRACTOR shall be responsible to the OWNER for acts or omissions of parties or entities performing portions of the Work for or on behalf of the CONTRACTOR or any of its Subcontractors. The CONTRACTOR shall permit only qualified persons to perform the Work. The CONTRACTOR shall enforce safety procedures, strict discipline and good order among persons performing the Work.

SC-6.02B Labor; Working Hours

Add the following new paragraphs to the end of paragraph 6.02.B. in the General Conditions:

AFFIRMATIVE ACTION PROGRAM COMPLIANCE: The CONTRACTOR must comply with the requirements of the Affirmative Action Program of the City of Cedar Rapids, Iowa.

The CONTRACTOR shall also comply with the following Bid item attachments:

1. Equal Employment Opportunity/Non-Discrimination Policy Statement
2. Non-Collusion Affidavit

SC 6.02C Labor; Working Hours

Delete the following (last) sentence from Paragraph 6.02C:

“However, if this Work and the resident project representative’s presence on the job is the result of a requirement of the Contract Documents and not a convenience to the CONTRACTOR, this shall not apply.

SC-6.03 C Services, Material and Equipment

- B. The CONTRACTOR may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences and procedures for such services specifically called for by the Contract Documents. The CONTRACTOR shall obtain these professional services and any design certifications required from licensed design professionals. All drawings, specifications, calculations, certifications and submittals prepared by such design professionals shall bear the signature and seal of such design professionals and the OWNER and the ENGINEER shall be entitled to rely upon the adequacy, accuracy and completeness of such design services. If professional services are specifically required by the Contract Documents, the OWNER shall indicate all required performance and design criteria. The CONTRACTOR shall not be responsible for the adequacy of such performance and design criteria. The CONTRACTOR shall not be required to provide such services in violation of existing laws, rules and regulations in the jurisdiction where the Project is located.

SC-6.08 Permits

Add the following paragraphs:

- A. Upon signature of the contract, and prior to receiving a Notice to Proceed, the CONTRACTOR and all SUBCONTRACTORS shall have an officer of the respective company sign a certification statement for the “Storm Water Discharge Associated with Industrial Activity for Construction Activities” form, which generally states:

“I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am being a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for “Storm Water Discharge Associated with Industrial Activity for Construction Activities” at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit.”

- B. The CONTRACTOR shall obtain a parking lot permit from the City of Cedar Rapids Building Department. Fees shall be waived for this permit.
- C. City of Cedar Rapids construction projects consisting of one or more acres of land disturbance are regulated by EPA NPDES Construction General Permit No. 2 (CG2). The CG2 authorizes storm water discharges from these construction activities. The goal of the CG2 is to reduce or eliminate storm water pollution from construction activities by requiring the CONTRACTOR to plan and implement appropriate pollution control practices to protect water quality. The CG2 is administered by the Iowa Department of Natural Resources (IDNR) subject to federal NPDES requirements.

1. CG2: CONTRACTOR shall be responsible for obtaining a Storm Water CG2. All fees required to obtain the CG2 shall be the responsibility of the CONTRACTOR.
2. Public Notice: CONTRACTOR is responsible to complete all public notices in accordance with the CG2.
3. Notice of Intent: The EPA requires that CONTRACTORS, Subcontractors, and the OWNER are to file the Notice of Intent (NOI) as co-permittees. The CONTRACTOR and Subcontractors are the day-to-day operators and responsible for Storm Water Pollution Prevent Plan (SWPPP) and CG2 compliance. Although the OWNER does not have day-to-day operational control of the project site, it has CONTRACTOR oversight and CG2 compliance responsibility as the landowner and having control over Plans and Specifications. Prior to filing the NOI, the Contractor is required to prepare and submit a SWPPP containing Best Management Practices (BMP) to reduce runoff from areas of soil disturbance. The SWPPP requires OWNER approval. The storm water permitting process is required to be completed prior to construction commencement.
4. Inspection/Corrective Action: Inspection shall be included in the SWPPP submitted with the CG2. OWNER inspection shall include one weekly dry weather inspection and storm event inspections within 2 business days of a 0.50 inch or greater rain event and include any other provisions necessary to ensure compliance by the contractor with the CG2. CONTRACTOR shall be responsible for all other inspections and all corrective actions. CONTRACTOR inspections required by the CG2 must be conducted weekly and within 24 hours of the end of a 0.50 inch or greater rain event. All corrective action shall be completed no later than two days, unless stated otherwise, after recognition of problem or receipt of a Notice of Violation.
5. Notice of Discontinuation: The CONTRACTORs Notice of Discontinuation (NOD) filing is shall be approved by the OWNER prior to filing with the IDNR. Once the NOD is approved by the OWNER the CONTRACTOR shall submit the NOD to the IDNR in accordance with the CG2. Completion of the Final Contract Punch List/Final Inspection does not relieve the CONTRACTOR of continued compliance under the SWPPP and General Permit. Expiration of the contract warranty period does not relieve the CONTRACTOR of continued compliance under the SWPPP and General Permit.

D. Right of Way Excavation Permits

1. Chapter 9.22 of the Cedar Rapids Municipal Code requires any person or firm making an excavation in the public street or alley right-of-way to obtain an Application for Public Right-of-Way Permit from the Engineering Division of the Public Works Department. Said Permit is required for the CONTRACTOR and shall list each SUBCONTRACTOR.
2. For City contracts, permit fees will be paid for interdepartmentally for each Application for Public Right-of-Way Permit required. The CONTRACTOR should not include permit fees in the contract bid. The CONTRACTOR is responsible for all activities associated with the subject Permit, including but not limited to obtaining the permit, bonding, posting the permit, maintaining permit documentation, scheduling inspections and closing out the permit.
3. An Application for Public Right-of-Way permit shall be required before any work is started in the City of Cedar Rapids Public Right-of-Way.

4. In lieu of an Application for Public Right-of-Way Permit for each site on multiple-site projects, a monthly update shall be submitted at the first of each month. The update shall include the sites the CONTRACTOR plans to work at during that month along with the anticipated schedule.

SC-6.10 Taxes

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. CONTRACTOR shall obtain sales tax exemption certificates from Iowa Department of Revenue. CONTRACTOR shall NOT include Sales and Use Tax in CONTRACTOR's bid. CONTRACTOR shall pay all other taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project that are applicable during the performance of the Work.

SC-6.11 Use of Site and Other Areas

Add the following to paragraph C:

If the CONTRACTOR fails to commence compliance with cleanup duties within two (2) business Days after written notification from the OWNER of non-compliance, the OWNER may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due the CONTRACTOR in the next payment period.

SC-6.13 Safety and Protection

Add the following paragraphs:

- C. Drug Free Workplace: The City of Cedar Rapids seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse.
1. All CONTRACTORS and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update.
 2. All CONTRACTORS and subcontractors shall be responsible for pre-employment drug screening of prospective employees.
 3. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.
- D. Post Accident Testing: The City requires that post accident testing be conducted in conjunction with any accident as described in Iowa Code Section 730.5 – 8.f. Drug testing shall be completed as soon as possible, but no later than 24 hours after the accident. Alcohol testing shall be completed as soon as possible, but no later than 8 hours after the accident. Testing shall occur on each contractor or subcontractor employee whose behavior 1) may have contributed to the accident or, 2) cannot be completely discounted as a contributing factor to the accident. Any employee injured in the accident shall also be tested.
- E. Weekly Safety Meetings: CONTRACTORS shall be required to have weekly safety meetings. Any person engaged in construction on a public improvement project shall possess a certificate of completion showing that said person has successfully completed a ten-hour Occupational Safety and Health Administration (OSHA 10) or a similar program for on-site employees which includes a course in construction safety and health. Any on-site employee found on a work site subject to this section without documentation of the successful completion of the course required shall be afforded fifteen days to produce such documentation before being subject to removal from the project.

1. Every worker employed in the performance of work under this contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors under this contract receive such training prior to performing any work on the project.
2. The City will enforce this requirement as follows:
 - a. All contractors and subcontractors must attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.
3. Proof of completion may include but is not limited to:
 - a. copies of bona fide course completion card;
 - b. training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
 - c. other valid proof

SC-6.17 Shop Drawings and Samples

Add to the end of paragraph 6.17.D:

4. Number of Submittals Required
 - a. Samples: One
 - b. Shop Drawings: Four
 - c. Certifications: One
 - d. Test Results: One

SC-7.01 Related Work at Site

Add the following paragraph:

- C. The CONTRACTOR shall perform cutting, fitting and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of the OWNER or Others. Cutting, patching or altering the work of the OWNER or Others shall be done with the prior written approval of the OWNER. Such approval shall not be unreasonably withheld.

SC-9.03 Resident Project Representative

Add the following paragraph 9.03 to the General Conditions:

The OWNER will furnish a part-time Resident Project Representative (RPR). The duties, responsibilities, and limitation of the authority of the Resident Project Representative are listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the OWNER. This service will in no way relieve the CONTRACTOR of complete supervision and inspection of the work or the CONTRACTOR's obligation for complete compliance with the drawings and specifications. The CONTRACTOR shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions. Specific services performed by the Resident Project Representative are as follows:

- A. Site Observations and Liaison with ENGINEER, OWNER and CONTRACTOR
 1. Conduct onsite observations of the general progress of the work to assist ENGINEER in determining if the work is proceeding in accordance with the construction contract documents.

2. Serve as OWNER and ENGINEER's liaison with the CONTRACTOR, working principally through the CONTRACTOR's superintendent, and assist ENGINEER in providing interpretation of the construction contract documents. Transmit ENGINEER's clarifications and interpretations of the construction contract documents to the CONTRACTOR.
 3. Assist OWNER and ENGINEER in serving as OWNER's liaison with the CONTRACTOR when the CONTRACTOR's operations affect OWNER's onsite operation.
 4. As requested by ENGINEER, assist in obtaining from OWNER additional details or information when required at the jobsite for proper execution of the work.
 5. Report to OWNER and ENGINEER, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the CONTRACTOR's work and relating to compliance with drawings, specifications, and design concepts.
 6. Advise ENGINEER and the CONTRACTOR or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by ENGINEER.
 7. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site-related utilities when such utilities are exposed) resulting from construction-related activities.
 8. Observe pertinent site conditions when the CONTRACTOR maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the CONTRACTOR's claims for differing subsurface and physical conditions are supplemental services.
 9. Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents.
 10. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to OWNER for review and information.
 11. Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to ENGINEER, as appropriate.
- B. Outside Liaison
1. Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to OWNER and ENGINEER.
- C. Meetings, Reports, and Document Review and Maintenance
1. Attend the preconstruction conference, and assist OWNER and ENGINEER in explaining administrative procedures which will be followed during construction. ENGINEER shall prepare summary meeting notes and distribute to OWNER, RPR, and CONTRACTOR.
 2. Schedule and attend monthly progress meetings, and other meetings with OWNER and the CONTRACTOR when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project. CONTRACTOR shall prepare and distribute minutes of these meetings.

3. Submit to OWNER on a weekly basis, with a copy to ENGINEER, daily construction progress reports containing a summary of the CONTRACTOR's progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.
4. Report to OWNER and ENGINEER regarding work which is known to the Resident Project Representative to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise ENGINEER whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
5. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission, and forward them with recommendations to OWNER, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the work.
6. During the course of the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed; and deliver this material to ENGINEER for his review and forwarding to OWNER prior to final acceptance of the work.
7. Monitor CONTRACTOR's progress in creating record drawings. Information from the CONTRACTOR's record documents maintained by the CONTRACTOR will be used by the ENGINEER to produce a master set of documents conforming to construction records.
8. Review certificates of inspections, tests, and related approvals submitted by the CONTRACTOR as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the CONTRACTOR and does not extend to a determination of whether the CONTRACTOR has complied with all legal requirements.
9. Maintain the following documents at or near the jobsite.
 - a. Correspondence files.
 - b. Reports of jobsite conferences, meetings, and discussions among the ENGINEER, OWNER, and CONTRACTOR.
 - c. Submittals of shop drawings and samples.
 - d. Reproductions of original construction contract documents.
 - e. Addenda.
 - f. Change orders.
 - g. Field orders.
 - h. Additional drawings issued subsequent to execution of the construction contract documents.
 - i. Progress reports.
 - j. Names, addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

10. Maintain a daily diary or log book of events observed by the Resident at the jobsite, including the following information:
 - a. CONTRACTOR and subcontractor personnel on jobsite.
 - b. Construction equipment on the jobsite.
 - c. Observed delays and causes.
 - d. Weather conditions.
 - e. Data relative to claims for extras or deductions.
 - f. Daily activities.
 - g. Observations pertaining to the progress of the work.
 - h. Materials received on jobsite.

The diary or log book shall remain the property of OWNER.

D. Assistance in Certification of Substantial Completion

1. Before ENGINEER issues a Certificate of Substantial Completion, assist the ENGINEER in preparing a list of items to be completed, or corrected, prior to ENGINEER issuing of Certificate of Substantial Completion to CONTRACTOR.
 2. Assist ENGINEER in conducting final inspection in the company of OWNER and the CONTRACTOR, and prepare a final list of items to be completed or corrected.
 3. Verify that all items on the final list have been completed or corrected, and make recommendations to ENGINEER concerning acceptance.

E. Limitations of Authority

Except upon written instructions of ENGINEER or OWNER, Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or Substitution of materials or equipment (including "or-equal" items).
2. Exceed the limitation of ENGINEER or OWNER's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, suppliers, or CONTRACTOR's superintendent.
4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures or CONTRACTOR's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of CONTRACTOR.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER or OWNER.

7. Accept Shop Drawing or Sample submittals. (The CONTRACTOR is to forward all shop drawings and other required submittals directly to the ENGINEER for logging, tracking, and review.)
8. Authorize OWNER to occupy the Project in whole or in part.

SC-9.10 Limitations on ENGINEER's Authority and Responsibilities

Delete "Except as noted in paragraph 14.05.A.1" from General Conditions 9.10.B.

SC-13.02 Access to Work

Add the following:

The CONTRACTOR shall facilitate the access of the OWNER, ENGINEER and Others to Work in progress.

SC-13.07 Correction Period

Amend the first line of paragraph 13.07.A to read as follows:

- A. "If within four years after the date of Final Acceptance by the OWNER or such longer period"

SC-14.07 Final Payment and Acceptance

Delete Paragraph 14.07.A3 in its entirety.

SC-17.06 Professional Services

The CONTRACTOR may be required to procure professional services in order to carry out its responsibilities for construction means, methods, techniques, sequences, and procedures for such services specifically called for by the Contract Documents. The CONTRACTOR shall obtain these professional services and any design certifications as required from a licensed Professional Engineer in the State of Iowa. All drawings, specifications, calculations, certifications, and submittals prepared by such design professionals shall bear the signature and seal of such licensed Professional Engineer, and the OWNER and Engineer of record on the project shall be entitled to rely upon the adequacy, accuracy, and completeness of such design services. If professional services are specifically required by the Contract Documents, the OWNER shall indicate all required performances and design criteria. The CONTRACTOR shall not be responsible for the adequacy of criteria provided by the OWNER. The CONTRACTOR shall not be required to provide professional services in violation of existing laws, rules and regulations in the jurisdiction where the project is located.

SC-17.07 Site Clean-up

The CONTRACTOR shall regularly remove debris and waste materials at the Worksite resulting from the Work. At the completion of the Work, the CONTRACTOR shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. The CONTRACTOR shall minimize and confine dust and debris resulting from construction activities. If the CONTRACTOR fails to commence compliance with cleanup duties within two business days after written notification from the OWNER of non-compliance, the OWNER may implement appropriate cleanup measures without further notice and the cost of such measures shall be deducted for any amounts due or to become due to the CONTRACTOR in the next payment period.

SC-18 - CONTRACT INCENTIVES/DISINCENTIVES

SC-18.01B Completion Time and Allowable Working Days

1. To run concurrently with all milestones, closure days, allowable calendar days and final completion dates, the following number of days shall be allowed for activities located at north side of Wilson Avenue SW between Hughes Drive SW and Balsam Drive SW:

Completion of all work. - 80 Calendar Days

2. The project calendar days shall occur within the following days:

Early Start Date: Upon Approval of Bids and Insurance

Late Start Date: 07/30/2018

3. Disincentive Daily Rate for work completion. The disincentive daily rate is the disincentive dollar amount per day specified below that will be applied to the contract for disincentive assessment.

Completion of all work. - A disincentive will be applied at a daily rate of \$1,000 to determine a disincentive payment (no maximum) for use of more than the allowed number of calendar days.

Disincentive will be assessed at the time of monthly pay applications that cover any period during which allowable days were exceeded.

SC-18.03 Consideration for Extra Work or Delays

- A. Closure day credits will not be given within the assigned critical closure activities. Additional closure days (calendar days) may be added when approved by the ENGINEER for extra work, overruns of contract items, or extraordinary circumstances. The basis for additional closure days as (calendar days) defined below is different than the basis for a change of contract time as defined in Article 12 of the General Conditions.
- B. Approved extra work or overruns of contract items that will delay the CONTRACTOR during critical closure activities must be documented and included in the critical path of the project on a revised schedule which is subject to the approval of the ENGINEER. An additional closure day (calendar days) may be added for each additional closure day (calendar days) caused by the approved extra work or overruns of contract items as shown on the revised schedule and approved by the ENGINEER.
- C. Extraordinary circumstances that delay the CONTRACTOR during critical closure (calendar days) activities must be documented by the CONTRACTOR and a written request for additional closure days must be submitted to the ENGINEER within 10 calendar days of the beginning of the delay. Additional closure days (calendar days) for extraordinary circumstances will not be allowed for the first five consecutive closure days of each delay caused by an extraordinary circumstance. The ENGINEER will approve or deny all requests for additional closure days (calendar days) resulting from extraordinary circumstances. Extraordinary circumstances shall be limited to the following.
 1. Adverse weather including rain, snow, wind, flood, extreme heat and the results thereof, such as inaccessibility or non-workability of materials, only if the CONTRACTOR is working or ready to work on the contract and the adverse weather conditions do not allow productive work on the critical path.
 2. Strikes not directed against the CONTRACTOR.

3. Legal stoppages if they result from legal action against the OWNER or against the CONTRACTOR if not based on a specification violation.
4. Procurement of material for the project is the sole responsibility of the CONTRACTOR. Late delivery will be considered an extraordinary circumstance only when the CONTRACTOR can show that orders were placed with a reliable supplier in sufficient time for materials to be delivered when needed and only when there is:
 - a. nationwide shortage; or
 - b. an Industry wide strike; or
 - c. transportation strike which delays the delivery of material; or
 - d. delays due to a change in material commitments when caused by a Federal emergency or order.
5. A suspension order may be issued if the project area is declared a disaster area and the disaster causes conditions that do not allow productive work.

SC-18.02 Definitions

- A. **Critical Closure Activity.** Critical closure activities are those activities specified below where traffic movements are adversely affected causing undue delay and operating costs. Construction surveying; excavation; removal and installation of sewer; backfill; pavement removal, installation, and overlay, pavement markings, and other unspecified activities that restrict continuous two way traffic are defined to be critical closure activities. Utility locates, surface grading and restoration outside the roadway, mobilization, and demobilization, and other unspecified activities will not be considered critical closure activities provided that they do not restrict continuous two way flow of traffic.
- B. **Closure Day.** A closure day is a calendar day during the critical closure activity. A closure day will be counted for each calendar day or portion of a calendar day during the critical closure activity. During the critical closure activity, work shall be performed during regular working hours as defined in Article 6 of the General Conditions. The number of closure days given assumes some delay caused by weather.

SC-18.04 Calendar Day Clarification

- A. Calendar Day count shall start when the CONTRACTOR begins work and will continue until the completion of the entire project, including seeding, but not including seed germination. If the CONTRACTOR has not begun work by the late start date, the Calendar Day count shall commence on said date as if Work has begun and will continue to accrue.
- B. If all Work is complete except final seeding after the fall seeding window closes and before the spring seeding window of the following year opens per applicable specifications, the Calendar Day count will be suspended through the second Monday of March of a given year. The CONTRACTOR will be given free, non-charged Calendar Days until the first Monday of April of a given year to perform spring seeding window obligations.
- C. Calendar Days for Saturdays shall be charged effective the fourth Saturday of October of a given year, and be charged for subsequent Saturdays (in addition to the other days of the week) as long as Work (except seeding) is remaining to be completed.

- D. If Work is remaining except final seeding after the fourth Wednesday of November of a given year, Work and Calendar Days will be suspended and will resume the second Monday of March of a given year.

END OF SECTION 00800

**01000
SPECIAL PROVISIONS**

The Cedar Rapids Metropolitan Area Standard Specifications and Details are applicable to this project. The purpose of this section is to revise, identify, add, and/or clarify conditions relating to specific bid items on this project.

Modify Cedar Rapids Metro Area Standard Specifications for Public Improvement as follows:

SECTION 00700 - GENERAL CONDITIONS

ADD Article 2 Preliminary Matters

2.03 – Commencement of Contract Times; Notice to Proceed

- G. The Contractor shall complete the contract on or before the date corresponding with the specified calendar days. The Contractor may begin construction activities as soon as bond and insurance are approved by the City. Calendar days shall begin the first day the Contractor begins construction activities or the late start day whichever is sooner.

ADD Article 4 Availability of Lands; Subsurface & Physical Conditions; Reference Points

4.7 – Historical and Archaeological Audits

- A. If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the owner who shall notify the Director of Historic Preservation Office, State Historic Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that they may proceed. The Owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Department of Natural Resources and the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES provisions of the specifications.

REPLACE Article 6 Contractor's Responsibilities

6.02 – Labor; Working Hours

- C. Except as otherwise required for safety or protection or persons of the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, and as subject to local ordinance, all Work at the Site shall be performed during regular working hours.
1. Contractor shall receive Owner's written consent for all Saturday, Sunday and legal holiday work. All requests for Saturday, Sunday and legal holiday work shall be made in writing by the Contractor 48 hours in advance of the day(s) being requested to work.
 2. If a City Inspector is required to be present on the job site on a Saturday, Sunday or legal holiday, the wages for the Resident Project Representative will be deducted from the Contractor's progress payments. Inspector cost per hour is \$57.
 3. If Work and the Resident Project Representative's presence on the job on a Saturday, Sunday or legal holiday is a result of a requirement of the Contract Documents, and not a convenience to the Contractor, the wages for the Resident Project Representative will not be deducted from the Contractor's progress payments.

6.18 – Continuing the Work.

As long as work remains on the project, the Contractor shall remain on the project. If issues exist within a Phase of the project which are beyond the Contractor's control (such as obstructions or utility issues), the City has the option to revise the Contract Phasing and direct the Contractor to work on other "unaffected" Phases or areas of the project as shown within the Contract Documents, at no additional cost to the owner. The Owner may provide additional calendar days to the Contractor based upon relocation efforts and scheduling justification, in accordance with 0800 Supplementary Conditions, SC-18.03.

Once work within a Phase has commenced, the Contractor shall continue work within that Phase until all work within that Phase has been completed. If work within that Phase is not completed and the Contractor removes his "normal" size crew (and/or equipment) from the project without written authorization from the Owner, then the Contractor will be charged a calendar day AND immediately assessed the disincentive rate for each calendar day the Contractor's "normal" size crew and equipment are not working on the project. Disincentives will be assessed at the time of monthly pay applications that cover any period during which the Contractor had unauthorized periods of work stoppages.

REPLACE Article 13 Tests & Inspections; Correction, Removal or Acceptance of Defective Work

13.01 – Notice of Defects.

Prompt notice of all defective Work of which Owner, Engineer or Independent Licensed Architect (ILA) has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

SECTION 00800 - SUPPLEMENTARY CONDITIONS

REPLACE SC-6.08 Permits

C. The CONTRACTOR and all SUBCONTRACTORS shall be responsible for compliance with any NPDES Construction General Permit No. 2 acquired for the project. An NPDES Permit will be acquired by the City of Cedar Rapids, prior to bidding, if the project will result in one or more acres of land disturbance. See the Pollution Prevention Plan in the plans for information on CONTRACTOR/SUBCONTRACTOR roles and responsibilities, maintenance procedures and inspection requirements.

ADD SC-18 Road Closure and Working Day Incentive/Disincentive

SC-18.03 Consideration for Extra Work or Delays

D. If the Contractor finds it impossible for reasons beyond his/her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the City for an extension of time setting forth the reasons which he believes will justify the granting of his/her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be

supported with National Weather Bureau data showing the actual amount of inclement weather exceeded which could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the City finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, he may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect, the same as though it were the original time for completion.

Requests for extension of time on calendar day projects, caused by precipitation, shall be considered as follows:

Precipitation levels within 10% of the average monthly rainfall over the last ten years, as recorded by the National Weather Service, are considered in the Calendar day allowance for the project. No time extensions will be granted for precipitation levels within this range. If precipitation levels should exceed the stated monthly average (calculated per calendar month), the Contractor may request an extension of one Calendar day for each 10% of precipitation above the contract considered amount (110% of monthly average), rounded up.

Example:

Average 10 year monthly precipitation for June in Cedar Rapids = 4.8 inches

June precipitation levels to be considered for project completion within the original Calendar Day requirement = 4.8 inches * 110% = 5.28 inches = adjusted average

Hypothetical actual June monthly precipitation during the project = 7.1 inches, is 32.5% in excess of the 10 year adjusted average to be anticipated in the initial bid. Contract extension request = 4 Calendar Days.

Requests for time extension in line with these conditions shall be provided to the City in writing within fourteen (14) calendar days following the end of each month. If the Contractor does not notify the City within the fourteen day time frame, no time extensions for said period will be considered.

DELETE SC-18.04 Calendar Day Clarification

SECTION 01025 – MEASUREMENT AND PAYMENT

MODIFY 1.04 Measurement and Payment Descriptions

A. The following shall be considered incidental to bid items; unless a bid item appears. Items considered incidental are not limited to those listed here:

6. Trench excavation and backfill with granular backfill, drainable backfill or native material.
16. Record Documents
17. Property Owner Access (See 01100 3.04 in these Special Provisions)
18. Subgrade preparation
19. Tack coat
20. Cleaning and preparation of streets
21. Watering

MODIFY 01100-01 Mobilization: paid on a lump sum basis. If requested by the ENGINEER, the Contractor shall provide a breakdown of mobilization components for review and approval. When such itemization is approved, partial payments will be made as identifiable portions of the mobilization fee are completed. If an itemization is not provided, mobilization will be paid based on the percentage of the total original contract completed. **Lump sum includes five (5) mobilizations for erosion control activities, including but not limited to reseeding disturbed areas with temporary seed mixture and repairs to erosion control measures.** Unit price includes Filter Socks as described in item 03100-11, Filter Socks at Storm Sewer Structures as described in item 01300-12 and Stormwater Pollution Prevention Management as described in the SUDAS item 9040-108-A-2. The Contractor is responsible for meeting all requirements of the NPDES General Permit No. 2 issued for this project and installing all types of Storm Water Management devices as necessary or as approved by the Engineer. Removal and reinstallation of existing signs with new posts is incidental to this bid item. This includes all items included with Special Provision item 02960-06. Contractor shall notify the City staff at least 72 hours in advance of removals. Tree Protection During Construction is incidental to this bid item. This includes, but is not necessarily limited to, the requirements for Special Provision item 02910-10, all labor and materials called for in Standard Specification 01400 and Standard Details 2910-020 and 2910-022 for all trees within the right-of-way adjacent to the construction indicated on the plan sheets. The Contractor shall saw any roots 10-inch in diameter or larger flush with the adjacent

excavation and or trench that are damaged during construction. Additional labor required for adjacent construction is incidental to this item. Any construction called for and not specifically included within the other bid items shall be incidental to the mobilization bid item. Construction survey shall be incidental to this bid item.

MODIFY	02000-01	Unclassified Excavation and Embankment, which shall include boulders up to ½ cubic yards; paid on a lump sum basis, as indicated in the Contract Documents. No measurement will be made of the volume of unclassified excavation. Embankment compaction and backfilling to the top of slab are incidental. Loading, hauling, stripping and re-spreading of 6” of topsoil are incidental. All suitable soil imported for fill shall be incidental to this bid item.
MODIFY	02300-10	Sanitary Sewer Services: paid on a lump sum basis, as counted by the ENGINEER, for each size as set forth in the Contract Documents. All taps, pipe fittings, wyes, connections, caps, plugs, wooden green post and piping to the public right-of-way line are incidental.
MODIFY	02400-01	Storm Sewer Main, 15” RCP: paid of a lump sum basis. Engineering fabric and miscellaneous concrete, such as used for collars, are incidental.
MODIFY	02400-40	Storm Sewer Structure: paid on a lump sum basis. This items includes double grate intakes, existing storm sewer pipe removal, 48” manhole and connecting existing storm sewer pipe to structures. Concrete collars to connect storm sewer pipes to structures is incidental. Pavement insert areas and boxouts, including flared areas behind the curb, are incidental.
MODIFY	02500-40	Water Services, 1” : paid on a lump sum basis. The quantity paid shall be based upon the number of services as counted by the Engineer. Unit price includes tapping saddle, corporation stop, 1, 1-1/2, or 2-inch type K copper service line, curb stop, curb box, and polyethylene wrap for a distance 4-feet from the main. Disinfection, all pipe, pipe fittings, and piping materials and effort required for connecting new services to the existing water main services are incidental.
ADD	02600-25	Manhole Adjustment, Minor: paid on a count basis for each minor manhole adjustment completed by the Contractor and as counted by the Engineer. Unit price includes, but is not limited to, removing existing casting and existing adjustment rings, furnishing and installing adjustment rings, furnishing and installing new casting, and installing new infiltration barrier (infiltration barrier is for sanitary sewer manholes only and only exterior types shall be allowed). The Engineer and Contractor are to review and revise the type of manhole adjustment as necessary from a minor to a major (or vice versa) manhole adjustment during construction

based on existing conditions. The item shall be paid based on the unit price that was bid regardless of revised quantities. Replacement of grated lids with solid lids shall be incidental to this item.

ADD	02600-26	<p>Manhole Adjustment, Major: paid on a count basis for each major manhole adjustment completed by the Contractor and as counted by the Engineer. Unit price includes, but is not limited to, removal of existing casting, adjustment rings, top sections, and risers; excavation; concrete and reinforcing steel or precast sections; furnishing and installing new casting; installing new infiltration barrier (infiltration barriers are for sanitary sewer manholes only and only exterior types shall be allowed); placing backfill material; and compaction. The Engineer and Contractor are to review and revise the type of manhole adjustment as necessary from a major to a minor (or vice versa) manhole adjustment during construction based on existing conditions. The item shall be paid based on the unit price that was bid regardless of revised quantities. Replacement of grated lids with solid lids shall be incidental to this item.</p>
MODIFY	02700-01	<p>Portland Cement Concrete Pavement, Non-Reinforced: paid on a lump sum basis. Inserts and boxouts within the roadway curb line will be incidental. Unit price includes Subgrade compaction testing as described in 01110-02, Concrete Maturity Testing for PCC Pavement as described in 01110-03, Pavement Markings, Painted as described in 02850-01 and Pavement Symbols, Painted as described in 02850-020. Any adjustments of existing valve boxes is incidental. This includes adjusting the valve box to match final grade in paved areas and 2-in below grade in non-paved areas, remain plumb, and free of debris. Prior to adjustment all damaged or misaligned valve boxes are to be reported to the inspector, otherwise Contractor assumes responsibility for damage or misalignment. Owner to furnish valve box replacement parts for damaged items identified prior to adjustment. Valve key must fit onto valve nut and be able to turn before and after adjustment. Other work associated with valve box adjustment is considered to be incidental.</p>
MODIFY	02700-20	<p>Portland Cement Concrete Driveway: paid on an area basis as measured by the engineer for the PCC class and thickness(es) as indicated in the contract documents. Colored concrete as specified in the contract documents, sawing and removing existing pavement and disposing unsuitable material are incidental. This item shall include the sidewalk within driveway limits.</p>
MODIFY	02700-30	<p>Portland Cement Concrete Pavement Repair (full-depth repairs): paid on a lump sum basis. Sawing and removing existing pavement and disposing unsuitable material are incidental. Unit price includes Subgrade and subbase compaction testing as described in 01110-02, Concrete Maturity Testing for PCC</p>

Pavement as described in 01110-03, and Granular Subbase as described in 02100-50. Any adjustments of existing valve boxes is incidental. This includes adjusting the valve box to match final grade in paved areas and 2-in below grade in non-paved areas, remain plumb, and free of debris. Prior to adjustment all damaged or misaligned valve boxes are to be report to the inspector, otherwise Contractor assumes responsibility for damage or misalignment. Owner to furnish valve box replacement parts for damaged items identified prior to adjustment. Valve key must fit onto valve nut and be able to turn before and after adjustment. Other work associated with valve box adjustment is considered to be incidental. Where water service stop boxes are located within existing driveways to be replaced, adjustment of the water service stop box shall be included in the measurement for this item. At those locations, the City shall furnish a 5.25" stop box lid and the contractor shall install it over the water service stop box in the new PCC driveway pavement.

ADD	02700-31	<p>Portland Cement Concrete Pavement Repair (full depth repairs): paid on a lump sum basis. Sawing and removing existing pavement and disposing unsuitable material are incidental. Unit price includes Subgrade and subbase compaction testing as described in 01110-02, Concrete Maturity Testing for PCC Pavement as described in 01110-03, and Granular Subbase as described in 02100-50. Any adjustments of existing valve boxes is incidental. This includes adjusting the valve box to match final grade in paved areas and 2-in below grade in non-paved areas, remain plumb, and free of debris. Prior to adjustment all damaged or misaligned valve boxes are to be report to the inspector, otherwise Contractor assumes responsibility for damage or misalignment. Owner to furnish valve box replacement parts for damaged items identified prior to adjustment. Valve key must fit onto valve nut and be able to turn before and after adjustment. Other work associated with valve box adjustment is considered to be incidental. Where water service stop boxes are located within existing driveways to be replaced, adjustment of the water service stop box shall be included in the measurement for this item. At those locations, the City shall furnish a 5.25" stop box lid and the contractor shall install it over the water service stop box in the new PCC driveway pavement.</p>
MODIFY	02700-70	<p>Portland Cement Concrete Sidewalk: paid on an area basis as measured by the engineer for the widths as indicated in the contract documents. This item shall not include sidewalk within driveway limits. Unit price includes all material necessary and grading for positive drainage from right-of-way (ROW) to back of curb as described in item 02000-01, hydroseeding of areas disturbed for sidewalk installation and PCC sidewalk ramp as described respectively in sections 02900-11 and 02700-75, and structure adjustments as described in items 02600-25 and 02600-26 are all incidental.</p>

ADD	02700-71	Portland Cement Concrete Sidewalk: paid on a lump sum basis. This item shall not include sidewalk within driveway limits. Structure adjustments as described in items 02600-25 and 02600-26 are incidental this to bid item. The Contractor is to grade for positive drainage from the right-of-way (ROW) to the back of curb. This grading work is included with bid item 3.
MODIFY	02900-11	Hydroseeding: paid on a lump sum basis. Repair of adjacent areas disturbed by seeding, fertilizing, and mulching operations; seedbed preparation; weeding; seeding; and fertilizing, lime application and watering are incidental.
ADD	02910-10	Tree Protection During Construction: paid on a lump sum basis. Tree protection shall include all labor and materials called for in Standard Specification 01400 and Standard Details 2910-020 and 2910-022 for all trees within the right-of-way adjacent to the construction indicated on the plan sheets. The Contractor shall saw any roots 1-inch in diameter or larger flush with the adjacent excavation and or trench that are damaged during construction. Additional labor required for adjacent construction (e.g. hand excavation and hand pavement in lieu of using mechanical paver adjacent to protected trees) is incidental to this item.
MODIFY	02950-01	Fencing: paid on a lump sum basis. Brace post assemblies, common earth excavation, electrical grounds, and barbed wire are incidental.
ADD	02960-06	Remove and Reinstall Existing Signs with new Posts: paid on a unit price basis. This item shall include all labor, materials and other expenses necessary for the removal, protection, and reinstallation of existing permanent traffic control devices and signs on new posts within the City ROW and the project limits. New posts shall be perforated square steel tube posts. Contractor shall notify the City staff at least 72 hours in advance of removals.

SECTION 01100 – CONSTRUCTION SERVICES

ADD	1.01	Section Includes
		D. Property Owner Access
ADD	1.02	Description of Work
		D. Property Owner Access: includes, but is not limited to, complying with special access requirements, including ADA accommodations; coordinating trash, recycling and yard waste collection for areas affected by or whose access is restricted by construction; accommodating mail and parcel delivery service, parking, driveway, and

emergency vehicle access; and general notification and coordination of construction activities with residents.

MODIFY 1.03 Special Requirements

- D. After locating and examining survey control points shown in contract documents, the Contractor shall do one of the following:
1. If survey control points are intact and judged sufficient for use during construction survey, the Contractor shall provide a signed letter stating control points are intact and sufficient for construction survey to the jurisdictional project engineer.
 2. If survey control points are not intact, or are judged insufficient for use during construction survey, the Contractor shall provide a signed letter describing issues with the control points to the jurisdictional project engineer.
- E. After locating and determining conditions where new construction will match existing features, and after determining location and elevation of said features and comparing this information to corresponding information in the contract documents, the Contractor shall do one of the following:
1. If accuracy of locations and elevations of existing features as noted in the contract documents is judged sufficient for use during construction survey, the Contractor shall provide a signed letter stating the accuracy of the locations and elevations of existing features to the jurisdictional project engineer. If applicable, the note may be included in the letter addressing accuracy of survey control points.
 2. If accuracy of locations and elevations of existing features as noted in the contract documents is judged insufficient for use during construction survey, the Contractor shall provide a signed letter, plus annotated excerpts from the contract documents describing issues to the jurisdictional project engineer.

ADD 1.03 Special Requirements

- F. The work specified in 1.03 D and E is required prior to the preconstruction meeting. If this work is not completed and letters are not provided to the Engineer at the preconstruction meeting, start of construction may be delayed. The project's scheduled start dates as set forth in the Contract Documents shall remain in force and the Contractor may be charged days at the sole discretion of the Engineer.

ADD 3.04 Property Owner Access

- A. Property owners that provided input on City comment forms with their names, addresses, contact information and special access requirements are listed in the C Sheets for Contractor's information. Contractor is responsible to comply with special access requirements based on property owner/tenant comments.
- B. Any ADA accommodation residents residing in the construction zone shall be the responsibility of the contractor to ensure collection. It will be the responsibility of the Cedar Rapids Solid Waste Division to inform the contractor of any of those residents in the construction zone.
- C. Notification (door hangers) shall be approved by the Engineer prior to distribution. The Contractor shall notify all Property Owners and residents a minimum of one week (but not more than two weeks) prior to commencing construction. Work will not begin unless notification has been provided in accordance with these Contract Documents. Door hangers shall include the following information:
- Contractor's name and emergency contact numbers
 - Description of Contractor's activities
 - Date of construction activities in the area
 - Estimated duration of construction activities in the area
 - Description/location of available residential parking
 - Information stating how and where garbage collection will be made (note: contractor shall not require/request residents to set out garbage at locations which may cause undue hardships)

SECTION 01400 – CLEARING AND DEMOLITION

- ADD 3.02 Removal of Existing Facilities and Improvements
1. Removal operations may be halted if the process and final result is not acceptable to the Engineer.
 2. Remove collected material and dispose of according to applicable Federal and State regulations.

SECTION 02200 – PIPE TRENCH

- DELETE 2.03 Recycled Concrete Material

SECTION 02300 – SANITARY SEWERS

- MODIFY 2.08 Gaskets, Special
- All gaskets shall be nitrile.
- ADD 3.01 General Pipe Installation
- U. Unless existing water main must be removed for installation of the new water main it shall remain in service until the new water main is flushed, filled, pressure tested, disinfected and new service taps are installed.
 - V. The contractor is responsible to provide temporary water service to customers disturbed when an existing water main is taken out of service prior to the new main being installed. The procedure for providing temporary water service must be reviewed and approved by the water utility prior to service disruption.
 - W. All water system valves are to be operated by water utility personnel. The contractor is not to operate water system valves.
 - X. The utility cannot guarantee that a shut-down will be complete without leak-through or occur within a specified time frame. Contractors cost for personnel, equipment or working days while waiting on a shut-down is considered incidental.

- ADD 3.09 Service Taps and Connections
- A. The Water Utility shall make the tap at the main.
- H. It is anticipated that Short Side services can be installed using open trench techniques.

- MODIFY 3.09 Service Taps and Connections
- D. Prepare the Site and make preparatory excavation at the location for the tap. Preparatory Work must be in conformance with Jurisdictional Water Department guidelines and OSHA standards. Each connection must be left exposed until pressurized and checked for leaks by Utilities Division Staff.

SECTION 02600 – MISCELLANEOUS SEWER AND WATER CONSTRUCTION

- MODIFY 3.01 Adjustment of Existing Structures
- G. Manhole Adjustment Minor (adding or removing adjustment rings)
1. Remove casting.
 2. Modify adjustment ring stack height by one of the following methods:
 - a. Add adjustment rings as necessary to adjust existing manhole or intake to finished pavement grade or finished topsoil grade, to a maximum ring stack height of 12 inches.
 - b. Remove one or more adjustment rings, as appropriate, to reduce casting elevation.
 3. Install new casting on modified adjustment ring stack.
 4. Replace infiltration barrier for sanitary sewer manhole using only new materials.

- J. Valve Box Adjustment
1. Protect existing water valve boxes.
 2. Do not allow debris into them during construction.
 4. Where water service stop boxes are located within existing driveways to be replaced, the City shall furnish a 5.25" stop box lid and the contractor shall install it over the water service stop box in the new PCC driveway pavement.
 5. Valve boxes must be straight and clear of debris. Valve key must fit onto the valve nut and be able to turn before paving. Call 319-286-5950 for a valve box check at least 48 hours before paving.

SECTION 02700 – PORTLAND CEMENT CONCRETE PAVEMENT

MODIFY 2.08 Reinforcing Bars

Reinforcing steel shall be in accordance with Section 4151, Steel Reinforcement, of the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction.

MODIFY 2.11 Detectable Warning Panels (DWP)

- C. All truncated dome detectable warning panels shall be equivalent in color to the Neenah Foundry R4984 (Red Bay) color, unless otherwise stated in the plan to provide a contrasting color. Cast iron detectable warning panels approved by the City or Iowa DOT of equivalent color shall be considered equivalent.

DELETE 2.11 Detectable Warning Panels (DWP)

- F. Panel materials
1, 2, 4

ADD 3.06 PCC Pavement Sidewalk - General

- D. When tying sidewalk panels together, drill existing sidewalk to a depth of 6". Drill at the halfway depth of the existing sidewalk. Do not drill any closer than 6" to the edge of the existing sidewalk width. Epoxy in the #4 x 12" bar in the existing sidewalk, minimum 3 bars.

MODIFY 3.10 Placing Reinforcement

- A. Place reinforcement in the position indicated in the contract documents. Ensure reinforcement is held securely in place during placing and hardening of the concrete. Reinforcement shall be installed prior to vibration so as to be in the intended position in the completed pavement.

Bars may be supported by approved chairs or may be placed in position by a machine or method subject to prior approval of the Engineer. Do not use concrete block inserts, bricks, stones, wood blocks, wood stakes, and similar materials to support reinforcement if by their use they may become embedded in the concrete. Hold epoxy coated reinforcing steel in place with epoxy coated steel or plastic bar supports, and epoxy or plastic coated tie wires.

B. Grading Tolerances

3. Pedestrian Ramp and Landing: ± 0.02 ft, except if the tolerance exceeds the maximum ADA slope guidelines.

Turning space shall have a maximum slope of 2% in all direction. This includes measuring the turning space slope on the 45 degree angle.

MODIFY 3.15 Defective Concrete

- A. Any concrete which in the opinion of the Engineer, Owner or Independent Licensed Architect is or becomes defective before the final acceptance will be repaired or removed and replaced at the discretion of the Engineer, Owner or Independent Licensed Architect without further cost to the Owner. Any concrete found to be defective shall be repaired or removed and replaced within 5 days of being notified by the Engineer, Owner or Independent Licensed Architect.

**SECTION 02960
TRAFFIC SIGNS AND POSTS**

PART 1 GENERAL

1.1 - Section Includes

- A. Traffic Signs
- B. Posts

1.2 - Description Of Work

- A. Traffic Signs – Work involves the furnishing, fabricating, and erecting of traffic signs, including furnishing of the blank, application of reflective sheeting, application of the screened message, and all mounting hardware in accordance with the Contract Documents.
- B. Posts – Work involves the furnishing, fabricating and erecting of posts, including anchors in accordance with the Contract Documents.

PART 2 PRODUCTS

2.1 – Sign Panels

- A. Signs shall be fabricated from sheet aluminum in accordance with Section 4186.02 A. of the Iowa Department of Transportation Standard Specifications.
- B. Retroreflective Sheeting shall be in accordance with Section 4186.03 of the Iowa Department of Transportation Standard Specifications.
- C. Sign fabrication shall be in accordance with Section 4186.06 of the Iowa Department of Transportation Standard Specifications.
- D. Fastening Accessories shall be in accordance with Section 4186.09 A. of the Iowa Department of Transportation Standard Specifications.

2.2 – Sign Posts

- A. Sign posts shall be Perforated Square Steel Tube (PSST) Posts, 2” square with a 14 gauge wall and 11 feet in length. Steel shall conform to ASTM A1011, Grade 50. Average minimum yield strength after cold-forming must be 60,000 psi. Must be corner welded, scarfed after welding, then zinc coated after scarfing. Must be coated with a chromate conversion coating and clear organic polymer topcoat. Interior and exterior will be galvanized. Must be made in the United States of America.

2.3 – Anchor Post

- A. Anchor posts shall be 2-1/4” perforated square steel tube with a 12 gauge wall and 48” in length. Steel shall conform to ASTM A1011, Grade 50. Average minimum yield strength after cold-forming must be 60,000 psi. Must be corner welded, scarfed after welding, then zinc coated after scarfing. Must be coated with a chromate conversion coating and clear organic polymer topcoat. Interior and exterior will be galvanized. Must be made in the United States of America.

2.6 – Medium Corner Bolt

- A. Corner bolts shall be used to secure the connection of the sign post to the anchor post. The bolts shall be 5/16" – 18 grade 2 bend truss head bolts. ASTM A307 with zinc plate to ASTM B633. Must be made in the United States of America.

PART 3 EXECUTION

3.1 – Sign Panels

- A. Signs shall be erected in accordance with Section 2524.03 B.1. of the Iowa Department of Transportation Standard Specifications.

3.2 – Sign Posts

- A. Perforated Square Steel Tube (PSST) Posts and Anchors shall be installed in accordance with Section 2524.03 B.3. of the Iowa Department of Transportation Standard Specifications.