CONTRACT DOCUMENTS
AND SPECIFICATIONS

FOR

DUBUQUE COUNTY CONSERVATION BOARD

HERITAGE TRAIL
2017 FLOOD REPAIRS
DISASTER DR433
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NOTICE TO BIDDERS

DUBUQUE COUNTY CONSERVATION BOARD
HERITAGE TRAIL 2017 FLOOD REPAIRS
DISASTER DR433

Time and Place for Filing Sealed Proposals
Sealed bids for the work comprising the improvement as stated below must be filed before 12:00 P.M. on November 14, 2017, in the office of the Dubuque County Conservation Board, 13606 Swiss Valley Road, Peosta, Iowa 52068.

Time and Place Sealed Proposals Will be Opened and Considered
Sealed proposals will be opened and bids read and tabulated at 12:00 P.M. on November 14, 2017, at the office of the Dubuque County Conservation Board, 13606 Swiss Valley Road, Peosta, Iowa for consideration at their meeting on November 16, 2017.

Time for Commencement and Completion of Work
Work on the improvement shall commence on or before the date specified in the written "Notice to Proceed" and shall be fully completed and ready for acceptance within 60 consecutive calendar days thereafter. Liquidated damages in the amount of $100.00 per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extension of contract period due to conditions beyond the control of the Contractor, as approved by the Dubuque County Conservation Board.

Bid Security
Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8 and as specified by the Dubuque County Conservation Board. The bid security shall be 10% of the total amount of the bid.

Contract Documents
Copies of the contract documents are available from the Dubuque County Conservation Board, 13606 Swiss Valley Road, Peosta, Iowa 52068, phone 563-556-6745, fax 563-589-7885. There is no plan deposit.

Preference for Iowa Products
By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa to the extent lawfully required under Iowa statutes.

Sales Tax
The bidder should not include sales tax in the bid. Sales tax exemption certificates will be issued in accordance with Iowa Code 423.3, subsection 80, and provided to the contractor and subcontractors for all materials purchased for incorporation in the project.

Bidder Status Form
Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the Owner.
General Nature of Public Improvement
The extent of the work involved in the Heritage Trail 2017 Flood Repairs Disaster DR433 project consists of flood damage repairs on Heritage Trail.

Dubuque County Conservation Board hereby reserves the right to reject any or all bids and to waive informalities and irregularities and award a contract as deemed to be in the best interest of the Dubuque County Conservation Board.

This project is funded in part by the Federal Emergency Management Agency (FEMA). Under the FEMA program bidders are required to make positive efforts to solicit bids/quotes from small and minority businesses, women's business enterprises, and labor surplus area firms. Although no goal has been established, the contractor will be required to demonstrate that they have made a good faith effort in solicitation.

This Notice is given by authority of the Dubuque County Conservation Board.
1. **TIME AND PLACE**
Sealed bids will be received by the Dubuque County Conservation Board office, Peosta, Iowa, hereinafter referred to as the "Owner" for performing the work as set forth in the plans and specifications attached hereto, on or before 12:00 P.M. on the November 14, 2017 at the Dubuque County Conservation Board office, 13606 Swiss Valley Road, Peosta, Iowa 52068 at which time said bids will be publicly opened and read.

2. **DESCRIPTION OF IMPROVEMENTS**
The sealed proposals are solicited by Dubuque County Conservation Board, Peosta, Iowa, for the Heritage Trail Flood Repairs Disaster DR433 project.

3. **BIDDING REQUIREMENTS**
All bids must be on the required form of proposal (bid) furnished by the Owner or the Engineer.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

SOLICITATION: This project is funded in part by the Federal Emergency Management Agency (FEMA). Under the FEMA program bidders are required to make positive efforts to solicit bids/quotes from small and minority businesses, women's business enterprises, and labor surplus area firms. Although no goal has been established, the contractor will be required to demonstrate that they have made a good faith effort in solicitation. Certification and acknowledgement of the solicitation effort must be acknowledged on the bid form. This is a requirement, or the bid may be deemed nonresponsive. This may result in the bid being rejected by the Owner. The bidder is responsible for keeping records of solicitation efforts.

If the work included in the proposal covers general construction and if the proposal form includes alternates, each bidder must bid on each alternate, if the section or sections bid contain alternates.

If the proposal form contains sections that a bidder cannot or does not wish to bid on, the words "NO BID" shall be written in the "TOTAL" blank for unbid sections and alternates where applicable.

Each bidder shall submit only one bid form. Only one copy is required. The proposal shall be separate from the specifications.

Proposals which are incomplete, informal, unbalanced, conditional or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind or which do not comply with "Instructions to Bidders" may be rejected at the option of the Owner.

The Owner reserves the right to reject any and all bids.

The estimated quantities shown on the proposal blank are approximate only and are given to form a basis of comparison of bids and are not guaranteed to be accurate and are not to be considered as a binding feature of this contract. Only actual quantities of work performed to the satisfaction of the Engineer will be paid for and at the unit price named on the proposal form.

The gross sum as shown on the proposal form shall be the product of the price for the unit of measurement and the Engineer's approximate quantities. Any inaccuracy in the extension of the gross sum, which is to be written in with ink or typewritten in figures, shall be invalid and the price for the unit measurement as written by the bidder, with ink or typewriter, shall be deemed the basis for which the work shall be performed according to the plans and specifications. Any
INSTRUCTIONS TO BIDDERS

Proposal may be deemed informal which does not contain prices set opposite to each of the several items for which there is a quantity exhibited in the Engineer's estimate.

When the specifications, contract documents, addenda, etc., require, two copies of data, information and materials shall be submitted with the bid.

Any bid received after the time and date specified for the receipt of the bids will not be considered.

The bid shall contain the complete name, mailing address, and telephone number of the person, firm or corporation submitting the proposal. The name and address of the proposed surety shall be indicated on or with the proposal.

The bid form shall be placed in a separate sealed envelope with the bidder's name and address indicated on the envelope and the envelope shall be marked “Proposal” or “Bid”. The bid security shall be placed in a separate sealed envelope with the bidder’s name and address indicated on the envelope and the envelope shall be marked “Bid Security”. The envelopes shall indicate the project and the Section or Sections (if applicable) being bid upon. The envelopes shall be addressed to the Dubuque County Conservation Board, 13606 Swiss Valley Road, Peosta, Iowa 52068. If the proposal is mailed, the proposal and bid security envelopes shall be placed in a separate mailing envelope.

4. BIDDER’S KNOWLEDGE

All bidders are required to form their own judgment of the quantities and character of the work by familiarization with the specifications and plans and by personal examination and familiarity with the job and site conditions which may affect his bidding and performance under the contract. Bidders shall not assert any misunderstanding or deception in regard to anything relating to estimates of quantities, character, location or site conditions relating to the work performed.

5. RIGHT-OF-WAY

The Owner will furnish easements and property. The Bidder shall determine, to the extent he deems necessary, what affect the property and easements will have on the construction of the proposed project.

6. BID SECURITY

Each bid must be accompanied by a bid bond, certified check, cashier's check or certified credit union share draft in a separate sealed envelope, payable to Dubuque County Conservation Board, Peosta, Iowa, in an amount equal to ten percent (10%) of the total amount of the bid or bids. If the bid bond is submitted, it must be on the form provided in the specifications. The bid bond must have original signatures. The bid bond may not have faxed or photocopied signatures. The certified check or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America; certified share draft shall be drawn on a credit union in Iowa or a credit union chartered under the laws of the United States. As soon as bid prices have been compared, the Owner will return the security of all except the three lowest responsible bidders. When the contract is awarded, any security of the remaining unsuccessful bidders will be returned. The security of the successful bidder will be retained until the improvement contract and bond have been executed and approved, after which it will be returned.

The bid security is to be submitted in a sealed envelope separate from the bid. The bid security envelope will be marked "Bid Security" and have the Contractor's name and address indicated.

Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

7. CONTRACTOR’S IMPROVEMENT BOND

Contractor's Improvement Bond (performance and payment bond), on a form provided in the specifications in the amount of 100% of the contract price with a corporate surety approved by the Owner and the Engineer will be required for the faithful performance of the contract, and the Bidder shall state in the proposal the name and address of the surety or
sureties who will sign the bonds in the event the contract is awarded to him. The bond shall guarantee the repair of all
damage due to improper materials and workmanship for a period of one year (1) after the acceptance of the work by the
Owner.

Attorneys-in-fact who sign Contractor’s Improvement Bonds must file, with the bond, a certified and effective dated copy of
their power of attorney.

8. PLANS AND SPECIFICATIONS
Detailed plans and specifications for the work may be examined at the office of the Owner or the Engineer.

Copies of the contract documents are available from the Dubuque County Conservation Board, 13606 Swiss Valley Road,
Peosta, Iowa 52068, phone 563-556-6745, fax 563-589-7885. There is no plan deposit. The construction contract and the
detailed specifications contain the provisions required for the construction of the project. No information obtained from any
officer, agent, or employee of the Owner on any such matters shall in any way affect the risk or obligation assumed by the
Contractor or relieve him from fulfilling any of the conditions of the contract. Changes in the contract, specifications,
drawings, etc., can only be made by addenda or mutual agreement in writing and change orders.

9. TAXES
The Owner is exempt from paying sales or use tax. The Owner will issue an exemption certificate for Contractor and
subcontractor use in purchasing materials for this project only.

10. DEFINITIONS
“Owner” means the Dubuque County Conservation Board, Peosta, Iowa. The Owner will be responsible for payment in
accordance with the terms of the contract.

“Contractor” means the person, firm, or corporation to whom the contract is awarded.

“Engineer” refers to IIW, P.C. designated by the Owner as its engineering representative during the course of construction
to make appropriate inspections and computations of payment.

11. EVALUATION OF BIDS
The Owner reserves the right to reject any and all bids, and to waive any informalities or technicalities in the bids and
readvertise the work before a contract is awarded, if in its judgment it is for the best interest of the Owner to do so. The
Owner will consider bid prices and other factors in determining the bid that is in the best interest of the Owner. The award
of a contract or contracts, if awarded, will be made to the lowest responsible bidder whose proposal shall comply with all
the requirements of the Owner.

12. AWARD OF CONTRACT
If, in the opinion of the Owner, proposals received for construction of the improvement are in the best interest of the
Owner, it is proposed to make tentative award within thirty (30) days from the date of the letting. The Owner reserves the
right to hold the bid security until contracts, bonds, etc., have been completed and approved by the Owner.

13. EXECUTION OF CONTRACT
The successful bidder(s) (party to whom the contract is awarded) will be required forthwith to execute the Improvement
Contract and Bond and furnish certificate(s) of insurance within ten (10) calendar days from the date of the written “Notice
of Award” of the contract is delivered to the Bidder at the address given by him. In case of failure to do so, the Owner
may, at his option, consider the “Bidder” has abandoned the contract, in which case the bid bond, certified check, cashier’s
check or certified share draft accompanying the proposal shall become the property of the Owner.
INSTRUCTIONS TO BIDDERS

The contract and bond shall be executed on forms provided by the Owner and/or Engineer shown in the specifications. The contract, when executed, shall be deemed to include the entire agreement between parties; Contractor(s) shall not claim any modification resulting from representation or promise made by representative of the Owner or other persons.

The Owner, within ten (10) days of receipt of acceptable bond and agreement (contract) signed by the party to whom the agreement was awarded, shall sign the agreement and return to such party an executed duplicate of the agreement. Should the Owner not execute the agreement within such period, or an extension of time thereof mutually agreed to between the Owner and Bidder, the Bidder may by WRITTEN NOTICE withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

14. BIDDER’S QUALIFICATIONS
Bidders must be capable and qualified to perform the work necessary to complete the project. Bidders must be prepared, if required and requested to do so by the Owner, to present evidence as to the integrity, experience, equipment, personnel and financial ability of the bidder to perform the work.

Subcontractors may be utilized only to the extent that they perform specialized work that the general contractor is not capable of performing. A subcontractor shall not be utilized for more than fifty percent (50%) of the work.

15. WITHDRAWAL OF BIDS
Withdrawal of bids is prohibited for a period of thirty (30) days after the scheduled closing time for the receipt of bids. A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the closing of bids, provided the request for withdrawal is signed in a manner identical with the proposal being withdrawn.

16. PAYMENT TO CONTRACTORS
Contractors will be paid at intervals stated in the Supplemental General Conditions of the contract. Partial payments in accordance with the terms of the contract may be made to the successful contractor for materials and equipment for the project suitably stored at the site of the project, as defined in the Supplemental General Conditions of the contract.

17. APPROVED MATERIAL AND EQUIPMENT
Bids shall be submitted on the basis of materials and equipment approved by the Engineer. Only the Engineer can approve or disapprove materials, equipment or suppliers. Approved materials and equipment shall be indicated on the plans or in the specifications. If the Contractor wishes to use material or equipment other than that approved by the Engineer, he shall seek approval of the Engineer in writing.

The Bidder shall indicate the manufacturer and representative of material and equipment where required or appropriate. If the bidder indicates a type of material or equipment not previously approved by the Engineer or that the Engineer does not subsequently approve, the Bidder will furnish approved equipment and material at no increase in price or may forfeit his bond.

18. MATERIAL SUBSTITUTION
If restrictions of any governmental authority prohibit the purchase or use of certain items of material or equipment that are required by the contract drawings and specifications, substitution for such items will be determined by the Owner and the Engineer.

Each Contractor shall base his bid on furnishing all items as shown on the contract drawings and as described in the contract specifications. The successful Contractor will not be authorized to make any substitution on his own initiative but in each and every instance must obtain a properly authorized addendum or change order on his contract before installing any work in variance with the contract requirements.
INSTRUCTIONS TO BIDDERS

19. COMMENCEMENT AND COMPLETION OF WORK
Work shall commence on or before the date specified in a written Notice to Proceed and shall proceed at a rate such that the improvements are fully completed and ready for operation within the time indicated in the Notice to Bidders. The time of completion may be extended by approval of the Owner upon written request of the Contractor. The approval of the extension of time may be conditional.

The "Notice to Proceed" will be issued within fifteen (15) days of the execution of the contract by the Owner. Should there be reasons why the "Notice to Proceed" cannot be issued within such a period, the time may be extended by mutual agreement between the Owner and Contractor.

Attention of bidders is directed to the provisions of the contract requiring payment of liquidated damages, in the amount indicated in the bid for each consecutive calendar day that the work remains uncompleted beyond the date established for completion in the Notice to Proceed, subject to any extension that might be granted by the Owner.

The Engineer may order the Contractor to suspend all or any part of the work for such a period of time that may be determined by him to be necessary or desirable due to unfavorable weather conditions. No increase in contract price will be allowed for such suspension of work. The Contractor may also voluntarily suspend his work due to inclement weather conditions if approved by the Engineer in writing. Any extension of time for completion of the work in the event of any such approved suspension due to weather conditions will be allowed the Contractor provided that the work stoppage was not due to the fault or negligence of the Contractor.

If the Conditions of the contract require, the Contractor may be subject to the assessment of liquidated damage claims by the Owner.

20. PLAN CHANGES
The Owner expressly reserves the right to change plans and specifications during the progress of the work which may result in an increase or decrease of quantities. The unit price named in the proposal will, however, be the basis of payment.

21. TRADE NAMES
Bidders are required to furnish the trade names, manufacturers and supplier (name and address) of the equipment and materials proposed to be used unless the equipment and material is specified by standard specifications (AWWA, ASTM, etc.).

22. NOTICE
Published official notice is to be considered a part of these instructions.

23. ADDENDA
Addenda for the purpose of adding to, deleting from or interpretation of the contract documents may be issued prior to the time established for the receiving of bids.

An addendum will be transmitted by mail, fax, or email to each entity who has obtained copies of the proposed Contract Documents as provided herein. A bidder must acknowledge receipt of all addenda by noting on its proposal the addendum number of each addendum received.
24. SAFETY
Each bidder shall carefully examine the proposed Contract Documents and the conditions under which work is to be performed to satisfy himself that the proposed work can be done safely. If he has misgivings as to his ability to construct the proposed project without endangering the lives or safety of his employees, his subcontractor's employees, or the public, he shall so report to the Engineer in writing, at least ten (10) days prior to the scheduled closing time for receiving bids. Submission of a proposal without such a report implies that the bidder has no misgivings and assumes full responsibility for the safety of all persons connected with the project and the public.

25. SUBCONTRACTORS
Bidders shall indicate if subcontractors are to be utilized on the project, the purpose or job of the subcontractor and the name and address of any and all subcontractors.

26. LAWS AND ORDINANCES
All applicable laws, ordinances, and the rules and regulations of the authorities having jurisdiction over construction of the project shall apply to the contract throughout.

27. BENEFICIAL OCCUPANCY
Prospective bidders will note that through Items 6-14 of the General Conditions the Owner reserves the right to take possession of and use any completed or partially completed portions of the work.

28. CONTRACTOR GENERATED BID SCHEDULE
The bid schedule may be transcribed to a Contractor generated form and submitted for this project provided it is attached to a properly completed Proposal. Unit prices will govern evaluation of bids. Transcription errors may result in the Contractor generated bid schedule being deemed not responsive (bid item missing, quantity incorrect, etc.).
Proposal of _____________________________________________________ (hereinafter called "Bidder"), organized and existing under the laws of the State of _________________________ doing business as _______________ ("a corporation", "a partnership", or "an individual") to Dubuque County Conservation Board, Peosta, Iowa, (hereinafter called "Owner").

In compliance with your Notice to Bidders, Bidder hereby proposes to perform all work for the construction of Heritage Trail 2017 Flood Repairs Disaster DR433 (hereinafter called "Project") in strict compliance with the Contract Documents within the time set forth therein, and at the prices stated on the Bid Schedule.

By submission of this Proposal, each Bidder certifies, and in the case of a joint Proposal each party thereto certifies as to their own organization, that this Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this Agreement on or before a date to be specified in the Notice to Proceed and to fully complete the Project within 60 consecutive calendar days. Bidder further agrees to pay as liquidated damages, the sum of $100.00 for each consecutive calendar day thereafter in accordance with the contract provisions, if so assessed by the Owner.

Bidder having become familiar with the local conditions affecting the cost of the work, and with the Contract Documents including the Notice, Instructions to Bidders, General Conditions of the Contract, Supplemental General Conditions of the Contract, Special Conditions of the Contract, the form of Proposal, the form of Contract, the form of Bond, Plans, Specifications, Addenda, Exhibits, etc., on file in the office of the Owner, as designated in the Notice, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, equipment, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of this work required and described in the following Bid Schedule in connection with the construction of the Project to serve the Owner, in accordance with the Contract Drawings and Specifications prepared by IIW, P.C., for the amount set forth in the Bid Schedule hereto.
Bids shall exclude sales and use tax (Owner will provide exemption certificate).
Bids will be submitted on the basis of approved equipment and suppliers only.

Bidders shall not add any conditions or qualifying statements or modify this Proposal as otherwise the Proposal may be declared irregular as being not responsive to the Notice.

It is expressly understood that the foregoing total base bid is the basis for establishing the amount of bid security and is for comparison of bids only, and is not to be considered or construed to be a lump sum proposal unless indicated as such. It is further understood that quantities on the bidding schedule for the unit price items are approximate only and that payment will be made only on the actual quantities of work performed and completed in place, measured on the basis defined in the contract conditions and the specifications.

The undersigned has carefully checked the above Bid Schedule quantities against the Contract Drawings and Specifications before preparing the Proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the complete work to be done in accordance with the Contract Drawings and Specifications.

Accompanying this Proposal is _____________________________________________________ *

(* Insert “Certified Check”, “Cashier’s Check”, “Certified Share Draft”, or “Bid Bond” as applicable.)

in the amount of ________________________________________________________________ payable to Dubuque County Conservation Board, which it is agreed, will be forfeited to the Owner, if the undersigned fails to execute the Contract in accordance with the form of Contract incorporated in the Contract Documents and as required by the Contract Documents and furnish an Improvement Bond as specified within ten (10) days from the Notice of Award of the Contract to the undersigned.

In submitting this Proposal, it is understood and agreed by the undersigned that the right is reserved by the Owner to reject any or all proposals or to waive informalities and irregularities. It is further understood and agreed that this Proposal may not be withdrawn for a period of thirty (30) days from the opening thereof.

The undersigned Bidder understands that the contract, if awarded, will be awarded to the lowest responsible, responsive bidder for that section or sections if applicable, on the basis of approved equipment and/or suppliers.

The undersigned also understands that he is to commence work on or before the date given in the Notice to Proceed and complete the work within the time period indicated in the Contract Documents, subject to any extensions of time which may be granted by the Owner.

The name and address of the corporate surety which the Bidder proposes to furnish the specified Contractor's Improvement Bond is: _________________________________
DUBUQUE COUNTY CONSERVATION BOARD
HERITAGE TRAIL
2017 FLOOD REPAIRS
DISASTER DR433

PROPOSAL & BID SCHEDULE

Date: _______________________, 2017

Bidder - Firm Name

Address

Telephone Number

Contractor Registration No.

Federal ID No.

Signature

Typed or Printed

Title

ATTEST: Signature

Typed or Printed

Title

For all sections, the following subcontractor information must be included:

<table>
<thead>
<tr>
<th>Subcontractor Name and Address</th>
<th>Purpose Hired</th>
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<tbody>
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</table>

Bidder acknowledges receipt of the following Addenda Nos. ________ through _________.

SOLICITATION – please check box

I hereby certify that I have made a good faith effort to solicit bids from small and minority businesses, women’s business enterprises, and labor surplus area firms. The bidder is responsible for keeping records of solicitation efforts.
BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or indicated sums:

*NOTE: Bids shall EXCLUDE sales tax and all other applicable taxes and fees*

<table>
<thead>
<tr>
<th>No.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Mobilization &amp; Misc.</td>
<td>1 LS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Clearing &amp; Grubbing</td>
<td>3912 SY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Excavation, Class 13</td>
<td>244 CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Excavation, Class 13, Waste</td>
<td>1930 CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Excavation, Class 20</td>
<td>44 CY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>24” Corrugated Metal Culvert Pipe</td>
<td>44 LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Clean Out Existing Culvert Pipe</td>
<td>1 EACH</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Earth Shoulder Finishing</td>
<td>240 LF</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Class E Revetment</td>
<td>222 TON</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Traffic Control</td>
<td>1 LS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

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Bidder - Firm Name: __________________________________________________________
You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.
This form has been approved by the Iowa Labor Commissioner.
309-6001 02-14
**Worksheet: Authorization to Transact Business**

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

<table>
<thead>
<tr>
<th>Yes/No</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>☒ Yes ☐ No</td>
<td>My business is currently registered as a contractor with the Iowa Division of Labor.</td>
</tr>
<tr>
<td>☐ Yes ☒ No</td>
<td>My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.</td>
</tr>
<tr>
<td>☐ Yes ☒ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>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.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.</td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td>My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.</td>
</tr>
</tbody>
</table>
DUBUQUE COUNTY CONSERVATION BOARD
HERITAGE TRAIL
2017 FLOOD REPAIRS
DISASTER DR433

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, ______________________________________ as Principal, and ______________________________________________________ as Surety, are held and firmly bound unto the Dubuque County Conservation Board hereinafter called “Owner” in the Penal Sum of ___________________________ Dollars ($________________) lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid, dated ______________, 20___, for the Dubuque County Conservation Board, Heritage Trail 2017 Flood Repairs Disaster DR433.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials, in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

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

_________________________________________________________ (seal)
Witness

_________________________________________________________
Principal

By

_________________________________________________________(seal)
Witness

_________________________________________________________
Surety

By

ATTACH POWER OF ATTORNEY

IMPORTANT: Surety companies executing this Bond must appear on the U.S. Treasury Department's Current List (Circular 570, as amended) and be authorized to transact business in the State of Iowa.
NOTICE OF AWARD

TO: ________________________________

PROJECT DESCRIPTION:
Dubuque County Conservation Board
2017 Flood Repairs Disaster DR433

The Owner has considered the Bid Proposal submitted by you for the above described work in response to its Notice to Bidders dated _________________, 20___, and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $_________________.

You are required by the General Requirements to execute the contract and furnish the required bond and Certificate of Insurance within ten (10) calendar days from the date of Notice of Award delivery to you.

If you fail to execute the Contract, furnish Bond and Certificate of Insurance within ten (10) days from the date of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal as abandoned and as a forfeiture of your Bid Security. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _________ day of ___________________, 20___.

OWNER: Dubuque County Conservation Board

__________________________________________

BY

Signature

NAME
Type or Print

TITLE

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by ________________________________ this the ______ day of _________________________, 20___.

BY

Signature

NAME
Type or Print

TITLE
THIS AGREEMENT, made and entered into this ______ day of ___________________, 20___, by and between the Dubuque County Conservation Board, Peosta, Iowa, party of the first part, hereinafter referred to as the Owner, and ___________________________________ ______ of the City of ______________, State of ____________, party of the second part, hereinafter referred to as the Contractor, doing business as ____________________________*. WITNESSETH: That whereas the Owner has heretofore caused to be prepared certain plans, specifications, proposal blanks and other Contract Documents for the construction of Heritage Trail ____________________________________ hereinafter referred to as the Project, under the terms and conditions therein fully stated and set forth and, WHEREAS, said plans, specifications, proposal and other contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified. That for and in consideration of the mutual covenants herein contained, the parties hereto do agree with each other as follows: The Contractor agrees to commence and complete construction of the Project and to perform everything required to be performed and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all work required for the construction of the Project for the Owner, included in the Contract, all in strict accordance with the Contract Drawings and Specifications including any and all addenda, prepared by IIW, P.C. The Contractor will commence the work required by the Contract Drawings on or before the date to be specified in the Notice to Proceed and will complete the same by _____________________________ unless the period for completion is extended otherwise in accordance with the Contract Documents. That the Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in the Contract:

* Insert "an individual", "a partnership", or "a corporation" as applicable
DUBUQUE COUNTY CONSERVATION BOARD  
HERITAGE TRAIL  
2017 FLOOD REPAIRS  
DISASTER DR433

IMPROVEMENT CONTRACT

a. Detailed Specifications prepared or issued by IIW, P.C. dated _________________, 20__.

b. Drawings prepared by IIW, P.C. dated _________________, 20__.

c. Addenda:
   No. __________ Dated _________________, 20__.
   No. __________ Dated _________________, 20__.
   No. __________ Dated _________________, 20__.
   No. __________ Dated _________________, 20__.
   No. __________ Dated _________________, 20__.

d. Notice to Bidders

e. Instructions to Bidders

f. Proposal

g. Bid Security

h. Contractor's Improvement Bond

i. This Instrument

j. Special Conditions of the Contract

k. Supplemental General Conditions of the Contract

l. General Conditions of the Contract

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

The Owner hereby accepts the proposal of the Contractor and agrees to pay to the Contractor for the performance of this Contract subject to any addition or deduction provided for by the Contract Documents, in the manner and at such times as set forth therein, such amounts as required by the Contract Documents, for the work and for the sum of $_______________ as indicated in the Proposal and Bid Schedule (copy attached).

For unit price contracts, the total shall be the basis for establishing the amount of the Improvement Bond only, and is not to be construed to be a lump sum contract price. The quantities of the unit price items are approximate only, and it is understood and agreed that payment will be made only on the actual quantities of work completed in place measured on the basis stated in the specifications, except for the items which are a lump sum bid.

The Contractor has read and understands the Contract Documents including the specifications and has examined and understands the plans herein referred to and has examined the site to determine local conditions affecting the job and agrees not to plead misunderstanding or deception because of estimates or quantities, character, location or other condition surrounding the same.
IMPROVEMENT CONTRACT

The Contractor agrees not to assign this contract or any part of it without the written consent of the Owner.

The Contractor shall indemnify, defend and hold harmless the Owner, the Owner's employees, the Engineer and the Engineer's employees from all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from the Contractor's operation under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them. The Contractor further agrees that so much of the money due said Contractor under and by virtue of this Contract as shall be considered necessary by the Owner may be retained by the Owner as security for payment of such damages until all suits or claims for such damages shall have been settled and evidence to that effect furnished to the satisfaction of the Owner. The Bond of the Contractor shall be security for the payment of such damages.

The Contractor agrees that all materials shall be the best of their several kinds and shall be put in place to the satisfaction of the Engineer.

The Contractor agrees to remove any materials rejected by the Engineer as defective or improper, or any of said work condemned as unsuitable or as defective and the same shall be replaced or done anew to the satisfaction of the Engineer at the cost and expense of the Contractor.

Five percent (5%) of the contract price shall be retained by the Owner until thirty (30) days after the final completion and acceptance of the work by the Owner to pay any claim that may be filed within said time for labor and/or materials and for a longer period if such claims are not satisfied within that time. The Owner shall also retain additional sums to protect itself against any claims that have been filed against it for damages to persons or property arising through the prosecution of the work and such sums shall be held by the Owner until such claims have been settled or otherwise disposed of.

The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer, whereby it has paid or is to pay to any other bidder or public officer, any sum of money or anything of value whatever in order to obtain this contract; and it has not, nor has another person for or in its behalf directly or indirectly entered into any agreement or arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the letting of this contract and agrees that in case it hereafter be established that such representations or guarantees or any of them are false, he will forfeit and pay not less than ten percent (10%) of the contract price but in no event be less than $300.00 (Three Hundred Dollars) as liquidated damages to the Owner.

The Contractor agrees, and its bond shall be surety therefore, that he will keep and maintain said improvements in good repair for a period of one (1) year after final acceptance of the same by the Owner.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials this agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: Dubuque County Conservation Board

BY
(Signature)

NAME
(Typed or Printed)

TITLE

ATTEST:

BY
(Signature)

NAME
(Typed or Printed)

TITLE

CONTRACTOR

BY
(Signature)

NAME
(Typed or Printed)

TITLE

ADDRESS

(SEAL)

ATTEST:

BY
(Signature)

NAME
(Typed or Printed)

TITLE

COPY OF PROPOSAL ATTACHED
DUBUQUE COUNTY CONSERVATION BOARD
HERITAGE TRAIL
2017 FLOOD REPAIRS
DISASTER DR433

CONTRACTOR’S IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT

(Name of Contractor)

hereinafter called Principal, and

(Address of Contractor)

(Name of Surety)

hereinafter called Surety, are held and firmly bound unto

Dubuque County Conservation Board

as Obligee, hereinafter called the Owner and to all other parties who under the provisions of the laws of
the State of Iowa, are intended to be protected and secured hereby in the penal sum of

Dollars and Cents ($

the same being one hundred percent (100%) of the total price of the contract for the public improvement herein
referred to, lawful money of the United States of America; for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successor and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Principal has by written agreement dated

entered into a contract with the Owner for

Heritage Trail 2017 Flood Repairs Disaster DR433

in accordance with drawings and specifications prepared by IIW, P.C., which contract is by reference made a part
hereof and is hereinafter referred to as the Contract.

If the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms,
conditions and agreements of said contract during the original term thereof, and any extensions thereof which may
be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if it shall
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner
from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the
Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be
void; otherwise to remain in full force and effect.

If the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or
performing labor in the prosecution of the work provided for in such contract and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, diesel fuel, repairs on
machinery, equipment and tools consumed or used in connection with the construction of such work, and all
insurance premiums on said work, and for all labor performed in such work whether by subcontractor or otherwise,
then this obligation shall be void, otherwise to remain in full force and effect.

Provided, further, that the said surety, for value received thereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the
specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive
notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to
the specifications.
Provided, further, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default or shall promptly:

1. Complete the contract in accordance with the terms and conditions, or

2. Obtain bid or bids for submission to the Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Any suit under this bond must be instituted before the expiration of one year from the date on which final payment under the contract is made by Owner to Contractor.
IN WITNESS WHEREOF, this instrument is executed in triplicate counterparts, each of which shall be deemed an original, this the ______ day of ________________, 20 __.

ATTEST:  Principal

BY

(SEAL)  NAME (Typed or Printed)

TITLE

Witness as to Principal  Address

Address

ATTEST:  Surety

BY  Attorney in Fact

(SEAL)  NAME (Typed or Printed)

TITLE

Witness as to Surety  Address

Address

ATTACH POWER OF ATTORNEY
NOTICE TO PROCEED

TO: ________________________________  DATE: ________________________________
________________________________  ________________________________
________________________________  ________________________________

PROJECT: Dubuque County Conservation Board
Heritage Trail 2017 Flood Repairs, Disaster DR433

You are hereby notified to commence work in accordance with the Contract dated _____________, 20___, on
or before ________________, 20___, and you are to complete the work by ________________. The date
of completion of all work is therefore ________________, 20___.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

OWNER: Dubuque County Conservation Board

BY ________________________________ Signature
NAME ________________________________ Type or Print
TITLE ________________________________

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by ________________________________ this the
______ day of ________________________________, 20____.

BY ________________________________ Signature
NAME ________________________________ Type or Print
TITLE ________________________________
GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
15. Time for Completion and Liquidated Damages
16. Correction of Work

1.2 DEFINITIONS

1.2.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2.2 ADDENDA—Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.2.3 BID—The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.2.4 BIDDER—Any person, firm or corporation submitting a BID for the WORK.

1.2.5 BONDS—Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.2.6 CHANGE ORDER—A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.2.7 CONTRACT DOCUMENTS—The contract, including Advertisement For Bids, Information For Bidders, BID, Bid Bond, Agreement, Payment Bond, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.2.8 CONTRACT PRICE—The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.2.9 CONTRACT TIME—The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.2.10 CONTRACTOR—The person, firm or corporation with whom the OWNER has executed the Agreement.

1.2.11 DRAWINGS—The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.2.12 ENGINEER—The person, firm or corporation named as such in the CONTRACT DOCUMENTS.

1.2.13 FIELD ORDER—A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.2.14 NOTICE OF AWARD—The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.2.15 NOTICE TO PROCEED—Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

1.2.16 OWNER—A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.

1.2.17 PROJECT—The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.2.18 RESIDENT PROJECT REPRESENTATIVE—The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.2.19 SHOP DRAWINGS—All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.2.20 SPECIFICATIONS—A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.2.21 SUBCONTRACTOR—An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.2.22 SUBSTANTIAL COMPLETION—That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.2.23 SUPPLEMENTAL GENERAL CONDITIONS—
Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER—Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

1.25 WORK—All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE—Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and, as applicable:

3.2.1 The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR’S risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER’S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.

5.2 When submitted for the ENGINEER’S review, SHOP DRAWINGS shall bear the CONTRACTOR’S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the
CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, regulations, rules of any public authority having jurisdiction require any work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests or approvals by the engineer or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

8.1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR
observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

14.1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.

(b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation

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order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and reexecute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR’s expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor’s act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR’s services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accumulate. Any retention for payment by the OWNER due to the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK exe-
cuted and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all the amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR shall submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER’s title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS. Payment of the final 5% will be made in accordance with State law.

On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR not less than thirty-one (31) days after completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER’S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER’S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR’S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.
20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BOND and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by-the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by
the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen’s compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR’S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR[s], in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER’S AUTHORITY

27.1 The ENGINEER shall act as the OWNER’S representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The
ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTY

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION

30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.
SUPPLEMENTAL GENERAL CONDITIONS

1. DEFINITIONS
Wherever used in the General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated herein which shall apply to both the singular and plural thereof:

A. Provide - The word "provide" as used in these Contract Documents means that the Contractor shall furnish the required labor, services, equipment, materials and other items in place, complete, unless otherwise specified.

B. Approved, Proper, As Directed, As Instructed and As Selected - The terms "approved", "proper", "as directed", "as instructed" and "as selected", as used throughout these Contract Documents mean that approvals, directions, instructions and selections by the Engineer are required.

C. Time of Completion, Contract Completion Date and Contract Time - These terms are synonymous and mean the calendar days stated in the Contract Documents within which the work is to be completed after the date of commencement stated in the Notice to Proceed.

D. Owner, City, Town - The terms, Owner, City or Town shall mean the municipal government of the City or Town; or the public agency for whom the work is to be done.

E. Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret Contract Documents, Drawings, Specifications, by additions, deletions, clarifications or corrections.

F. Change Order - A written notice to the Contractor authorizing an addition, deletion or revision in the work within the general scope of the Contract Documents or authorizing an adjustment in the contract price or contract time.

G. Contract Price - The total moneys payable to the Contractor under the terms and the conditions of the Contract Documents.

H. Contract Time - The number of calendar days stated in the Contract Documents for the completion of the work.

I. Field Order - A written order affecting a change in the work not involving an adjustment in the Contract Price or an extension of the contract time issued by the Engineer to the Contractor during construction.

J. Notice of Award - The written notice of the acceptance of the Proposal (Bid) from the Owner to the successful Bidder.

K. Notice to Proceed - Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing a date of commencement of the work.

L. Resident Project Representative - The authorized representative of the Owner who is assigned to the Project Site or any part thereof.
M. Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

N. Substantial Completion - The date as certified by the Engineer when the construction of the project or a specified part thereof is sufficiently completed in accordance with the Contract Documents, so that the project or specified part can be utilized for the purposes for which it is intended.

O. Supplier - Any person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

P. Work - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

Q. Written Notice - Any notice to any party of the agreement relative to any part of this agreement, in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address or delivered in person to said party or his authorized representative on the work.

2. ABBREVIATIONS
Wherever the following abbreviations are used in these Contract Documents, they are to be construed the same as the respective expressions represented:

"AASHTO" American Association of State Highway and Transportation Officials
"ACI" American Concrete Institute
"AGC" Associated General Contractors of America
"AISC" American Institute of Steel Construction
"ANSI" American National Standards Institute
"ASTM" American Society of Testing and Materials
"AWWA" American Water Works Association
SY Square Yard
No / # Number of
OD Outside Diameter
T.D.H. Total Dynamic Head
MJ Mechanical Joint
OC On Center
EW Each Way
MIN Minimum
SHT Sheet
DIA Diameter
CONC Concrete
"NEMA" National Electrical Manufacturer's Assn.
ID Inside Diameter
mg/l Milligrams per liter
PPM Parts per million
CY Cubic Yard
LF Lineal Feet
CIP Cast Iron Pipe
DIP Ductile Iron Pipe
CMP Corrugated Metal Pipe
3. **COPIES OF PLANS AND SPECIFICATIONS**
   The Contractor will be provided a maximum of five (5) copies of plans and specifications for the construction of the project at no charge. When requested, additional copies will be provided at a cost of time and materials plus 100%.

4. **PRECONSTRUCTION CONFERENCE**
   Before the work is begun, a conference called by the Engineer will be held to review the schedules, to establish procedures for handling shop drawings, material testing, sample submissions and other submissions and for processing payments and to establish a working understanding between the parties as to the project. Present at the conference will be the Engineer and/or their representative, the Contractor and/or their representative and the Owner and/or their representative.

5. **SURVEYS AND STAKING**
   The Contractor shall be held responsible for the preservation of all stakes and bench marks. If any of the construction stakes or bench marks have been destroyed or disturbed by the Contractor or their employees, the cost of replacing them, including labor and overhead, shall be charged against the Contractor and shall be deducted from the payment of the work. The Owner will not be responsible for delays due to lack of grade or line stakes unless the Contractor shall have given the Engineer seventy-two (72) hours written notice that such stakes will be needed, and the Contractor's work is being conducted in a satisfactory manner and at a satisfactory rate of progress to require staking.

6. **STANDARD SPECIFICATIONS**
   Where materials are subject to standard specifications, such as ASTM, AISC, AWWA, etc., as stated in the specifications, they shall be subject to the latest revisions of the specifications unless modified by these specifications.

7. **PERMITS, LICENSES AND COMPLIANCE WITH LAWS**
   The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the work, and/or required by the municipal, state and federal regulations and laws, unless specified otherwise in the contract specifications.

   The Contractor shall give all notices, pay all fees, and comply with all federal, state and municipal laws, ordinances, rules and regulations, and building and construction codes bearing on the conduct of the work. This contract, as to all matters not particularly referred to and defined therein, shall notwithstanding be subject to the provisions of all pertinent ordinances of the municipality within those limits the work is constructed, which ordinances are hereby made a part hereof with the same force and effect as if specifically set out herein.
8. **CHANGE OF CONTRACT PRICE**
   The contract price may only be changed by a change order. If the Contractor is entitled by the contract documents to make a claim for an increase in the contract price, its claim shall be in writing delivered to the Owner and the Engineer within fifteen (15) days of the occurrence of the event giving rise to the claim. Any change in the contract price resulting from any such claim shall be incorporated in a change order.

9. **LIMITATIONS OF OPERATIONS**
   The Contractor shall not open up work to the prejudice of work already started. The Engineer may require the Contractor to finish the portion of work on which work is in progress before the Contractor starts work on additional portions.

   No work will be permitted, except with the specific written permission of the Engineer, during nighttime hours (from dusk to dawn) or on Sundays or on the following holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

10. **ADDITIONAL INSPECTORS**
    Ordinarily, only one inspector will be employed on each improvement contract, but if on account of a disregard of the specifications on the part of the Contractor additional inspectors should be required, such additional inspectors shall be employed by the Engineer as they may deem necessary to insure a faithful compliance with the contract and the cost of such additional inspectors shall be charged to said Contractor and deducted from the amount due him in settlement.

11. **CONTRACTOR TO AID IN INSPECTION**
    The Contractor shall be required to furnish such individuals and equipment as may be necessary to aid the Engineer or inspectors in the examination and inspection of the project and in case the Contractor shall neglect or refuse to do so, such equipment and individuals as in the opinion of the Engineer may be necessary, shall be employed and the expense incurred shall be deducted from any money then due or which may thereafter become due the Contractor.

12. **EXPENSE OF EXAMINATION OF WORK**
    Whenever required by the Engineer, the Contractor shall furnish all tools and labor necessary to make an examination of any work completed or in progress under these plans and specifications. If the work so examined is found to be defective in any respect and not in accordance with such plans and specifications, the Contractor shall bear all expenses of such examination and of satisfactory reconstruction. Upon reconstruction, the work shall be retested or reexamined at the Contractor's expense.

    If the work so examined is found to be in accordance with the plans and specifications, the Contractor shall be reimbursed for the actual cost to them of the inspection and reconstruction, unless the Special Conditions or specifications state otherwise.

13. **TIME FOR COMPLETION AND LIQUIDATED DAMAGES**
    It is hereby understood and mutually agreed by and between the Contractor and Owner, that the date of beginning and time for completion as specified in the contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Owner, that the time for completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this contract, to pay to the Owner the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completion of the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this contract and of the specification wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

a. To any preference, priority or allocation order duly issued by the government;

b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather, and

c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections a and b of this article. Provided further, that the Contractor shall, within ten (10) days from the beginning of such delay unless the Owner shall grant a further period of time prior to the date of final settlement of the contract, notify the Owner, in writing, of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

14. MATERIALS AND EQUIPMENT - CERTIFICATION AND TESTING
All materials and equipment to be furnished by the Contractor for incorporation in the work shall be new.

Unless otherwise specified in these contract documents, the Contractor shall submit to the Engineer laboratory test results of tests, as required in these contract documents, of materials to be incorporated in the work and/or certification that materials to be incorporated in the work have been tested as required in these contract documents. The testing and/or certification shall be made by an accredited independent, approved laboratory and the test results and/or certification executed by a Professional
Engineer registered in the state in which the project is to be constructed where applicable. The cost of
the testing shall be borne by the Contractor unless otherwise specified in these contract documents.
Said cost shall be included in the contract price of the work without extra cost to the Owner.

The Engineer may require additional tests when the Engineer has reasonable doubt that materials
furnished comply with the specifications. If additional tests establish that materials comply with the
specifications, all costs of such additional tests shall be borne by the Owner; whereas, if the additional
tests establish that the materials do not comply with the specifications, all costs of such tests shall be
borne by the Contractor.

All materials and equipment being incorporated in the work are subject to inspection, test or rejection
at any time during their preparation or use.

15. INCIDENTAL CONSTRUCTION
Where work is called for to be done on the plans and specifications and no specific pay items are
included for this work in the proposal, the cost of such work shall be included in the price bid for the
various improvements and no additional payment will be made therefor.

16. WASTE SITES AND SALVAGE
Salvaged materials such as castings, pipe and similar materials shall be disposed of by the Contractor
as designated in these contract documents or as approved by the Engineer.

Surplus excavated materials such as earth, rock, broken concrete, and similar materials shall be
disposed of in the following locations as noted in these contract documents or as approved by the
Engineer:

A. Used to widen embankments or flatten slopes. Surplus materials disposed of in this manner will
   be required to be rolled unless the widening is made at the same time the embankment is
   constructed.

B. Disposed of within and/or adjacent to the job site.

C. Disposed of within a waste area noted on the drawings.

D. Disposed of, in a legal manner, outside the limits of the job site at a location chosen by the
   Contractor and approved by the Engineer, at the Contractor's expense.

17. MONTHLY PROGRESS PAYMENTS
Monthly progress payments will be made under this contract.

The Contractor shall submit, at least ten (10) days prior to submitting a progress payment estimate, a
schedule of values of work (price breakdown) including quantities and unit prices for lump sum items
or contracts. This schedule shall be satisfactory in form and substance to the Engineer and shall
subdivide the work involved in the lump sum items or contracts in sufficient detail to serve as the
basis for progress payments during construction.

Cost of materials and equipment, properly stored, protected and insured at the site of the work will be
paid on monthly estimates.
18. "OR EQUAL" CLAUSE
Whenever in any section of the contract documents any article, material, or equipment is defined by
describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or
approved equal" if not inserted shall be implied. The specific article, materials, or equipment
mentioned shall be understood as indicating the type, function, minimum, standard of design,
efficiency, and quality desired and shall not be construed in such a manner as to exclude
manufacturers products of comparable quality, design, and efficiency, as approved by the Engineer.

19. SCHEDULE OF EQUIPMENT ITEMS
When the contract documents require, the Contractor shall indicate on or with their proposal the name
of the manufacturer and/or supplier of manufactured items to be incorporated in the project. Only
manufacturers and suppliers approved by the Engineer may be used for and incorporated into the
project.

If the contract documents do not require the manufacturer/supplier to be indicated on/with the
proposal or if additional manufacturers/suppliers are to be used other than those indicated on the
proposal, the Contractor as soon as possible after the execution of the contract on all contracts
incorporating manufactured items, shall submit to the Engineer for approval the name of the
manufacturer of each item proposed to be purchased, together with a complete description of the item
and catalog cuts. No final purchase of manufactured equipment items shall be made until the written
approval of the Engineer is obtained, and no deviation from the indicated or selected manufacturers as
stated in the proposal/contract or as approved by the Engineer will be accepted.

20. SHOP DRAWINGS
As soon as possible after the award of the contract or approval of the source and purchase of items of
materials and equipment, the Contractor shall submit to the Engineer shop or setting drawings and
schedules for every item of equipment or material to be incorporated in the work which is fabricated
or manufactured off-site, including but not limited to, those pertaining to structural and reinforcing
steel, electrical, plumbing, carpentry, heating and ventilation. The Engineer will promptly review
shop drawings. The Engineer's approval of any shop drawing shall not release the Contractor from
responsibility for deviation from the contract documents. The approval of any shop drawings which
substantially deviates from the requirements of the contract documents will be evidenced by a change
order. When submitted for the Engineer's review, shop drawings shall bear the Contractor's
certification that he has reviewed, checked and approved the shop drawings and that they are in
conformance with the requirements of the Contract Documents. Portions of the work requiring a
shop drawing or sample submission shall not begin until shop drawings or submissions have been
approved by the Engineer. The Contractor shall submit at least four (4) copies of the shop or setting
drawings to the Engineer. The Engineer will retain three (3) copies of all shop drawings submitted.
The Contractor will submit any additional copies as may be required for the Contractor's use or the
manufacturer's/supplier's use. The shop drawings will be returned to the Contractor unless the
Contractor instructs the Engineer to return the shop drawings directly to the manufacturer or supplier.
If the review of shop drawings require resubmission, the same number of resubmitted copies are
required.

The Engineer's approval of shop drawings of equipment and materials shall extend only to
determining the conformity of such equipment and materials with the general features of the contract
drawings and contract specifications prepared by the Engineer. It shall be the responsibility of the
Contractor to determine the correctness of all dimensions and minor details of such equipment and
materials so that when incorporated in the work, correct operation will result.
21. **ASSIGNMENT OF CONTRACT**

No assignment by the Contractor of any construction contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereof. Such written approval by the Owner shall not relieve the Contractor of the obligations incurred by him under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

22. **UTILITY COSTS**

The Contractor shall pay the established water rates for water obtained from the Owner, if so assessed by the Owner. Large quantities of water for flushing trenches, filling mains or other operations shall be drawn only at night or at times specifically authorized by the Owner.

The cost of all water, telephone, power, lighting, and heating required during construction shall be paid by the Contractor and its cost merged in the contract price.

23. **OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF**

The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:

(a) Payments that may be earned or due for just claims for labor or materials furnished in and about the work.

(b) For defective work not remedied.

(c) For failure of the Contractor to make proper payments to the subcontractor.

(d) Reasonable doubt that this contract can be completed for the balance then unpaid.

(e) Evidence of damage to another Contractor.

(f) Liquidated damages when assessed by the Owner.

The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

The Owner reserves the right, even after full completion and acceptance of the work, to refuse payment of the final retainage due the Contractor until it is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.
24. **MAJOR EQUIPMENT DRAWINGS**
The contract drawings detail structures, piping and appurtenances and indicate equipment to accomplish certain results. If a contract is entered into which includes items of equipment facilities, or processes requiring any modifications or deviations from the contract drawings, the Contractor shall prepare and submit to the Engineer detailed drawings showing all modifications in structures, reinforcing steel, piping, electrical and mechanical work, etc., to adapt the Contract Drawings to the alternate equipment or facilities. The Engineer will review such drawings and either approve them or indicate thereon changes necessary to comply with the project requirements. The Contractor shall revise any unapproved drawings and resubmit them to the Engineer.

25. **OWNER TO HAVE OLD MATERIAL**
The Owner reserves the right to haul away and use any of the old material that the Contractor has taken up from a street that is to be repaved, or a walk, roadway or bridge that has to be rebuilt, provided that such old material is not required in the repaving of that street, relaying the walk or rebuilding the roadway, bridge, drain, sewer or other improvements under contract.

26. **OWNER MAY REVISE EXISTING WORK**
Prior to the completion of the grading for the improvement, the Owner may lay sewers or water mains therein or may authorize others to lay gas mains, water pipes or conduits therein or make private connections with underground sewer, gas or water pipes or conduits and when this is permitted the Contractor shall not interfere with or place any impediment in the way of performance of such work. The trenches dug for such purpose shall be refilled by the party making them in such a manner as to permit a minimum amount of settling. If the Contractor is delayed in the prosecution of their work on account of such improvements he shall not be entitled to damages therefor, but they will be entitled to an extension of time for completion in proportion to his delay. If settlements occur over trenches upon rolling or preparation of the subgrade, the Contractor shall supply such materials as the Engineer may direct to refill the same in order to prevent further settling and they shall be entitled to payment for such work and materials on the basis of unit price bid therefor. If the Contractor has made such trenches, they shall be responsible for proper refilling and no allowance will be made to them for labor or materials furnished therefor. Where it becomes necessary along the line of the improvement to build up or cut down manholes, catch basins, or to reset or renew any frames or covers from manholes, catch basins, water or gas valves in order to conform the same to the new improvement, the Contractor shall be required to furnish all labor or materials necessary therefor and such expense shall be merged in their contract price.

27. **RELATIONS TO OTHER CONTRACTORS**
The Contractor is required so far as possible to so arrange his work and to so dispose of his materials as will not interfere with the work or storage of material of other contractors engaged upon the work. They are also required to join their work to that of others and to existing pavements in a proper manner and in accordance with the spirit of the plans and specifications and to perform their work in the proper sequence in relation to that of other contractors, and as may be directed by the Engineer.

28. **PROVISION FOR DRAINAGE**
If it is necessary in the prosecution of the work to interrupt or obstruct the natural drainage of the surface or the flow in artificial drains, the Contractor shall provide for the same during the progress of the work in such a way that no damage shall result to either public or private interests. For any neglect to so provide for either natural or artificial drainage which the Contractor may have interrupted, they shall be held liable for all damages which may result therefrom.
29. **INSURANCE**  
SEE SPECIAL CONDITIONS FOR INSURANCE REQUIREMENTS

30. **CONTRACTOR’S EMPLOYEES**  
This article supplements article 3-08 of the General Conditions. In addition to "incompetent and incorrigible" employees, the Contractor shall also remove from the project, when requested by the Engineer, employees who are careless, disorderly or who refuse or neglect to perform the work in accordance with the specifications and as requested by the inspector.

31. **CONTRACTOR’S RESPONSIBILITIES TOWARD INSPECTIONS**  
The Contractor shall notify the Engineer 24 hours prior to beginning construction so that inspections can be scheduled. Failure to give the required notice will result in delays in beginning construction. Such delays will not be grounds for an extension of the contract completion date. The Contractor shall also give a 24 hour notice if the work is planned to be stopped for any reason other than Sundays, holidays, etc. If no work stoppage notice is given, the cost of providing inspection may be charged to the Contractor.

The Contractor shall provide suitable access to all parts of the project. This includes ladders for deep catch basins or manholes where no steps are installed.

32. **EXTRA WORK**  
Payment for extra work will be authorized only after a price for said work has been submitted in writing by the Contractor and approved by the Engineer and the Owner. The price shall list in detail what work is covered.

33. **DAMAGE TO EXISTING ITEMS**  
Any items such as lawns, driveways, sidewalks, landscaping, structures, etc., which are damaged by the Contractor during construction shall be repaired as directed by the Engineer. In all cases, the repair shall restore the conditions to equal to or better than it was before the damage. The cost of any damaged existing item shall be borne by the Contractor unless specific pay items are included in the proposal.

34. **DEDUCTION FOR UNCORRECTED WORK**  
Neither the final payment on this contract by the Owner nor any provisions in these Contract Documents shall relieve Contractors of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period provided by law or within the guarantee period from final acceptance of the work performed under this contract, whichever is greater, nor the responsibility of remedying such faulty workmanship and materials.

35. **ADDITIONS AND CLARIFICATIONS OF THE GENERAL CONDITIONS**  
The following are additions to or clarifications of the General Conditions and are indexed by the General Condition Item Number. Changes are as follows:

**TERMINATION**: The termination provisions of General Condition 18 shall be deleted and the requirements of the following shall be applicable to this project:

a) This subagreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this subagreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not
less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

b) This subagreement may be terminated in whole or in part in writing by the recipient for its convenience, provided that the Contractor is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

c) If termination for default is effected by the recipient, an equitable adjustment in the price provided for in this subagreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the recipient because of the Contractor's default. If termination for default is effected by the Contractor, or if termination for convenience is effected by the recipient, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Contractor relating to commitments which had become firm prior to the termination.

d) Upon receipt of a termination action under paragraphs (a) or (b) above, the Contractor shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the recipient all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this subagreement, whether completed or in process.

e) Upon termination under paragraphs (a) or (b) above, the recipient may take over the work and may award another party a subagreement to complete the work under this subagreement.

f) If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the recipient. In such event, adjustment of the subagreement price shall be made as provided in paragraph (c) of this clause.

**ARBITRATION:** Refer to General Condition 30, page GC-9. Arbitration shall only be allowable if it is by mutual agreement of the Owner and Contractor.

**GUARANTY:** Item 29 of the General Conditions is hereby modified such that the guaranty period will commence on the date of acceptance of the project by the Owner, as stated in the Notice, not on the date of the engineer's certification of project completion. The Contractor’s guaranty to the Owner shall be without regard to any equipment or material manufacturer’s or supplier’s warranty/guaranty.
CHANGE ORDER

Change Order No: ______________________________

Date: ______________________________

Agreement Date: ______________________________

Owner: Dubuque County Conservation Board

Project: Heritage Trail 2017 Flood Repairs Disaster DR433

Contractor: ______________________________

Description of Change:

Justification for Change:

Change in Contract Price:

The amount of the contract will be (Decreased) (Increased) by this change order by the sum of ______________________________ Dollars ($______________________

Adjustment in Amount of Contract:

1. Amount of Original Contract $____________________
2. Net (Addition) (Reduction) due to all previous change orders $____________________
3. Amount of contract not including this change order $____________________
4. (Addition) (Reduction) to contract due to this change order $____________________
5. Amount of contract including this change order $____________________

Change Order Conditions:

The contract completion period established by the original contract and previous change orders will (be increased) (be decreased) (remain unchanged). The final completion date, prior to this change order, was ______________________, 20__. The final completion date as affected by this change order will be ______________________, 20__.

Work performed under this change order will be subject to all the requirements as stated herein and in the contract documents and all change orders.
The Contractor expressly agrees that he will place under coverage of his Contractor's Improvement Bond and insurance all work covered by this change order.

All work performed under this change order shall be performed in accordance with the requirements of this change order, the plans, the specifications, and the contract documents.

Recommended for Acceptance: IIW, P.C.

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

FOR IIW, P.C.

[Signature]

License Number ________
My license renewal date is December 31, ______
Pages or sheets covered by this seal: Change Order No. ____

Accepted and/or Requested: CON
TRACTOR

Attest (Optional):

BY

[Signature]

NAME

Type or Print

TITLE

DATE

Accepted and/or Requested: OWN
ER

Attest (Optional):

BY

[Signature]

NAME:

Type or Print

TITLE:

DATE
# CONTRACTOR’S PAYMENT FORM

## PREPARED BY: IIW, P.C.

### CONTRACT PAYMENT NO.

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### PROJECT COMPLETION DATE

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### AMOUNT OF CONTRACT

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<th>Revised:</th>
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### DATES OF PAYMENT

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### DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE

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### TOTAL WORK COMPLETED

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### DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

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**TOTAL CHANGE ORDER WORK**

**TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE**
- Less: Amount Retained Per Contract 5%
- Value of Stored Materials (See Attached List)
- Less: Stored Materials Amount Retained Per Contract 5%
- Net Amount Earned to Date
- Less: Previous Amount Earned

**BALANCE DUE TO CONTRACTOR THIS PAYMENT**

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**CERTIFICATION OF CONTRACTOR:** The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

**CONTRACTOR:**
- BY: ____________________________
- TITLE: _________________________
- DATE: _________________________

**RECOMMENDATION OF ENGINEER:** In accordance with the Contract Documents for this project, the undersigned Engineer recommends payment to the Contractor of the balance due this payment as shown.

**IIW, P.C.:**
- BY: ____________________________
- TITLE: _________________________
- DATE: _________________________

**APPROVAL OF OWNER:** Dubuque County Conservation Board

**AMOUNT PAID:** ____________________________

**BY:** ____________________________
- TITLE: _________________________
- DATE: _________________________
1. SPECIAL CONDITIONS: These Special Conditions are specific to this project. These Special Conditions shall supercede any conflicts with the General Conditions and Supplemental General Conditions contained in these specifications.

2. CONTRACTOR EMPLOYEES: There shall be no discrimination against any employee or applicant for employment because of race, creed, color, age, or sex. This provision shall be included in all subcontracts.

3. CONSTRUCTION STAKING: The construction staking to be provided by the Engineer shall consist of design centerline of bridge and S.E. abutment with right side offset for S.E. abutment.

4. CORRELATION OF DOCUMENTS: Anything mentioned in the specifications and not shown on the drawings, or anything shown on the drawings and not mentioned in the specifications shall be of like affect as if or mentioned in both.

5. CLEANUP AND RESTORATION: During construction and prior to acceptance of the project by the Owner, the entire site shall have all construction debris removed and areas shall be left in a clean condition. All dirt, dust or mud resulting from construction activities shall be removed from all areas.

6. NUISANCE CONTROLS: The Contractor is required to minimize noise, dust, pests, debris, rodents, pollution and erosion at the construction site. Erosion shall be controlled by temporary cover, silt fencing, etc., as appropriate. Water shall be applied to dusty areas as necessary. Debris shall be promptly removed from the site. Storage areas shall be such that pests and rodents can be controlled.

7. "OR EQUAL" STATEMENT: Whenever in any part of the Contract Documents any article, material or equipment is defined by using the name of a manufacturer or vendor, the term “or equal”, if not inserted shall be implied. The specific article, materials, or equipment mentioned shall be understood as indicating the type, functions, minimum, standard of design, efficiency, and quality desired and shall not be construed in such a manner as to exclude manufacturer’s products of comparable quality, design, and efficiency. See Article 8 “Substitutions” of the General Conditions. The Engineer shall have sole authority to determine equivalence.

8. SAFETY: Neither Owner nor Engineer are to be responsible for Contractor’s compliance with state and federal health and safety requirements.

9. MATERIAL STORAGE: All materials and equipment stored at the site shall be protected from the elements where such exposure would be detrimental and shall be adequately supported to prevent bending, warping, and other degradation of material properties. Contractor shall be responsible for all surface restoration in this area.

10. SPECIAL PROJECT REQUIREMENTS: The technical specifications for this project are somewhat general in nature. Therefore, special project requirements have been added to provide specific project requirements.

11. SUBMITTALS: Submittals are required for the following: none.

12. CONTRACTOR REGISTRATION: All contractors and subcontractors working on this project must be registered with the Division of Labor Services, Iowa Workforce Development.

13. SALES TAX: Pursuant to Iowa Code Sections 423.3, the Owner is exempt from state sales tax on materials and equipment to be incorporated into this project. Sales tax shall not be included in the contract price. The Owner will provide an authorization letter and an exemption certificate to the general contractor and all subcontractors. The contractor(s) and subcontractor(s) will give a copy of the exemption certificate to each of their material suppliers. This will allow contractor(s) / subcontractor(s) to purchase building materials for the contract free from sales tax (Iowa sales tax and any applicable local option sales tax). Contractors and
suppliers shall retain the exemption certificate in their records for at least three years. Contractors are not permitted to purchase any material or equipment under the tax exemption certificate for any other project.

14. SUBCONTRACTING: The Contractor shall not award work to a subcontractor in excess of fifty percent (50%) of the Contract price, without prior written approval of the Owner.

15. In addition, the Contractor shall furnish: a) a competent superintendent or foreman to direct performance of the work in accordance with the Contract requirements, and who is in charge of all construction operations regardless of who performs the work, and b) such others of his organizational capability and responsibility (supervision, management, and engineering services) as may be necessary to assure strict compliance with the Contract requirements.

16. RESPONSIBILITY: The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods and for any damage which may result from their failure or their improper construction, maintenance or operation.

17. CHANGE ORDERS: All changes which affect the cost of the construction of the project must be authorized by means of a contract change order. Contract change orders will include extra work, deleted work and work for which quantities have been increased or decreased due to field measurements. Payment will be made on the basis of the schedule of materials included herein as the bid schedule contract unit prices.

18. NOTICE TO SUPPLIERS AND SUBCONTRACTORS: The Owner or Engineer will, upon written request, notify the requesting supplier or subcontractor of project acceptance so that if any Iowa Code Chapter 573 claims exist they may be filed in a timely manner. If any such claims are filed with the Owner, they will result in holding of the retainage or a portion thereof and notification to the general contractor’s bonding company. Retainage will be held until the general contractor submits Iowa Code Chapter 573 release from all entities submitting claims.

19. WARRANTY PERIOD: The warranty period shall not begin until the Owner has, by County Conservation Board action, approved and accepted this project.

20. ELECTRONIC INFORMATION TO CONTRACTORS: The delivery of electronic information is for the benefit of the Owner for whom the design services have been performed. Nothing in the transfer should be construed to provide any right of the Contractor to rely on the information provided or that the use of the electronic information implies the review and approval by the Design Professional of the information. Electronic information is drawings, data, modeled data, or computational models.

21. It is our professional opinion that this electronic information provides design information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is also responsible for updating the information to reflect any changes in the design following the preparation date of this information.

22. The transfer of electronic information is subject to the approval of the Design Professional. Depending upon the type of information requested, and the format, a fee may be required for acquisition of the data, payable to the Design Professional. Contractors are required to submit a request in writing to the Design Professional indicating the type and format of the information requested. The Design Professional will make a reasonable effort to determine whether or not the information can be provided as requested, and the fee for providing the information.
23. TREES AND OTHER OBSTRUCTIONS: Trees, bushes, roots, stumps, fences, walks, curbstone, cobblestone, gutter blocks, boulders, stones and other obstructions which will interfere with the proper performance of the work provided for by the contract shall be removed by the Contractor and the excavation caused by such removal shall be filled in with suitable materials. Any removal outside the limits of the structure or riprap or any trees over 8” diameter with the limit of excavation shown in the plans must be authorized by the Dubuque County Conservation Director. Payments shall be made to the Contractor on the basis of unit prices bid for this work, provided unit prices are called for in the bid proposal, otherwise the cost of this work shall be merged in the contract prices.

24. PERMITS: The Contractor is not required to obtain any permits from the Owner.

25. DAMAGE TO EXISTING ITEMS: Any item such as lawns, driveways, sidewalks, landscaping, fences, structures, satellite dish, power lines, etc. which is damaged by the Contractor during construction shall be repaired. In all cases, the repair shall restore the condition to equal to or better than it was before the damage. The cost of any damaged items not explicitly identified for removal or replacement shall be borne by the Contractor unless specific pay items are included in the proposal. Surface replacement shall be as specified herein. No other type of surfacing is required.

26. SUPPLY AND DISPOSAL OF MATERIALS: The Contractor shall dispose of excavation, excess and waste materials at a location provided by the Contractor. All borrow necessary for construction shall be procured, hauled to the site, and placed for the unit price quoted.

27. SOIL BORINGS: No soil borings have been performed by/for the Owner. Contractors shall be responsible for performing all soil borings they deem necessary to characterize subsurface conditions and shall be responsible for any consequences of making such explorations.

28. RIGHT-OF-WAY: All work shall be performed within the right-of-way unless the Contractor receives written permission from the Owner to occupy or use private property.

29. PRECONSTRUCTION CONFERENCE: The preconstruction conference will be held on-site at the commencement of construction.

30. GENDER REFERENCE: It is hereby agreed by and between the parties hereto that words imparting one gender shall be extended and implied to either gender. Such words shall henceforth be interpreted to mean either gender, e.g. “his” shall mean “his/her,” “he” shall mean “he/she.”

31. INSURANCE: Insurance requirements follow the Special Conditions.

32. CLOSURES: Only closures between one road crossing and the next adjacent road crossing can be done at any one time, and that the trail shall have no closures on the weekends and fully open by 5:00 p.m. on Friday each week for the duration of the project. Sign the trail at each end of the closed section with a Type III Barricade in compliance with the Iowa DOT Standard Road Plan TC-252 (see attached).

33. SALVAGED MATERIALS: All existing bridge materials, except 8x16 stringers, shall become the property of the Contractor. All sound 8x16 timber stringers shall be salvaged for reuse as incorporated in this design and excess 8x16 stringers transported to a storage site as directed by the Dubuque County Conservation Board Director. All 8x16 timber stringers incorporated into the abutment construction shall be inspected and approved by the Engineer or Dubuque County Conservation Board Director.
SIGN PLACEMENT ON
TYPE III BARRICADES

Typical Sign Placement

ROAD CLOSED

Sign Placement with
Supplemental Sign

ROAD CLOSED

TC-252
REVISION
04-19-16
SHEET 1 of 3

REVISIONS:
Added circled note 3 to page 2 and changed circled note 3 to 4 on page 3.
Modified the SITUATION 1 (URBAN) detail on page 2.

APPROVED BY DESIGN METHODS ENGINEER

STANDARD ROAD PLAN

IOWA DOT

ROUTES CLOSED TO TRAFFIC
LEGEND
Traffic Sign
Type III Barricade
Work Area
Road Closure

In situation 1, if the intersection is the point of detour these signs and barricade will become the responsibility of the contracting authority and may be modified by the contracting authority to fit detour signing.

When possible, a 100' buffer is desirable.

When L is less than 300 feet, omit the ROAD CLOSED AHEAD sign.

Possible Contract Items:
Traffic Control
Safety Closures

Possible Tabulation:
108-13A

Possible Contract Items:
Traffic Control
Safety Closures

Possible Tabulation:
108-13A

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

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

Where L distance is less than 300', move this barricade to the center of the traffic lane.

In situation 1, if the intersection is the point of detour these signs and barricade will become the responsibility of the contracting authority and may be modified by the contracting authority to fit detour signing.

When possible, a 100' buffer is desirable.

When L is less than 300 feet, omit the ROAD CLOSED AHEAD sign.
**SITUATION 2**
Public cross-traffic maintained. No access to project.

**SITUATION 3**
No access to project. (Applicable to T-intersections)

**SITUATION 4**
Public cross-traffic maintained. No access to project.

**SITUATION 5**
Public cross-traffic maintained. No access to project. Contractor and resident access only. (Applicable to T-intersections)

**SITUATION 6**
No access to project.

During suspension of work, (such as over winter):
- Use Situation 2 on two-lane to four-lane projects.
- Situation 5 is preferred where cross-traffic is maintained.

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

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

**TABLE**

<table>
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<th>Location</th>
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<tr>
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<td>500</td>
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</tbody>
</table>

**TC-252**

**REVISIONS:**
- Added circle note 3 to page 2 and changed circle note 3 to 4 on page 3

**APPROVED BY:**
Design Methods Engineer

**STANDARD ROAD PLAN**

**IOWA DOT**

**SHEET 3 of 3**
INSURANCE

1. The Contractor will indemnify and hold harmless the Owner, its elected and appointed officers, its employees, and the Engineer and its employees from any and all claims, demands, actions or cause of action arising or resulting directly or indirectly from the action or work of the Contractor hereunder, or its Subcontractors. For the purposes of insurance, including additional insured status and any other endorsement or coverage that extends coverage to the Owner and or the Engineer, the reference to Owner shall include its elected and appointed officials and employees, and reference to Engineer shall include its employees.

2. Contractor further agrees to provide the Engineer with certificates of insurance, confirming the Contractor and its Subcontractors have met the insurance requirements under this agreement.

3. Contractor's Insurance: The Contractor shall not commence work under this contract until it has obtained all insurance coverage and limits required in this agreement. Certificates of insurance countersigned by an authorized licensed agent, shall be filed with the Engineer for approval. The Contractor shall not allow any of its subcontractors to commence work until all similar insurance required has been obtained by its subcontractors, or unless otherwise approved by the Owner. In absence of specific regulations, the coverage and limits shall not be less than those specified in this agreement. The minimum limits and coverage specified shall in no way limit or restrict the Contractor’s indemnification or other obligations to the Owner or Engineer stated in this agreement. Upon Owner’s request, Contractor and or its subcontractors shall provide copies of any or all insurance policy forms and endorsements.

A) Workers Compensation Insurance: Before any work is commenced, the Contractor shall take out and maintain during the life of this contract, Workers Compensation Insurance including Employers Liability Insurance for all of their employees employed at the site of the project. In case any work is sublet, the Contractor shall require its subcontractors to similarly provide Workers Compensation Insurance and Employers Liability Insurance for all of the latter's employees. This insurance shall conform to the requirements of the state where the project is located. The policy shall be written with endorsements and limits not less than the following:

1) Employers Liability
   - Bodily Injury Each Accident $500,000
   - Bodily Injury by Disease Each Employee $500,000
   - Bodily Injury by Disease Policy Limit $500,000


3) If applicable, Contractor shall be required to carry coverage to comply with the Longshore and Harbor Workers Act.

B) Commercial General Liability Insurance: The Contractor shall purchase and maintain as required under this agreement Commercial General Liability Insurance using ISO (Insurance Service Office) policy form CG 0001 or equivalent policy form approved by the Owner. Said policy may not include any policy provision or endorsement limiting or excluding coverage for work performed by subcontractors hired by Contractor. In absence of specific
regulations, the coverage and limits shall not be less than the following:

1) Commercial General Liability Limits
   - Limit Each Occurrence: $1,000,000
   - General Aggregate Limit: $2,000,000
   - Products - Completed Operations Aggregate Limit: $2,000,000
   - Personal & Advertising Injury Limit: $1,000,000

2) ISO Endorsements CG 20 10 07 04 (Additional Insured - Owners, Lessees or Contractors - Scheduled Person or Organization) and CG 20 37 07 04 “Additional Insured - Owners, Lessees or Contractors - Completed Operations” or equivalent endorsement(s) approved by Owner, naming Owner and Engineer as an additional insured on a primary and non-contributory basis. Owner and Engineer shall remain an additional insured under endorsement CG 20 37 07 04 for a minimum of two (2) years following completion of the project.

3) ISO Endorsement CG 25 03 05 09, “Designated Construction Project(s) General Aggregate Limit” or equivalent endorsement approved by Owner.

4) ISO Endorsement CG 24 04 05 09, “Waiver of Transfer of Rights of Recovery Against Others to Us” or equivalent endorsement approved by Owner, in favor of Owner and Engineer.

5) Governmental Immunities Endorsement, with the following provisions included. Endorsement is subject to Owner approval.
   a) Non-Waiver of Governmental Immunity
   b) Claims Coverage (if relative to State of Iowa Code Section 670.4)
   c) Assertion of Governmental Immunity
   d) Non-Denial of Coverage
   e) No Other Change in Policy

C) Business Auto Liability Insurance: The Contractor shall purchase and maintain as required under this agreement Business Auto Liability Insurance using ISO (Insurance Service Office) policy form CA 0001 or equivalent policy form approved by the Owner. Said policy shall include liability coverage for hired, non-owned and all owned autos (if any). In absence of specific regulations, the coverage and limits shall not be less than the following:

1) Business Auto Liability Limits
   - Limit Each Occurrence: $1,000,000

2) If Contractor or its subcontractors transport fuel to or on the construction site, Contractor shall provide evidence that its Business Auto Policy has been endorsed to provide Pollution Liability coverage using ISO endorsement CA 99 55 03 06, “Pollution Liability - Broadened Coverage for Covered Autos”, or an equivalent endorsement acceptable to Owner.

D) Liability Insurance Covering Special Hazards - When Applicable

1) If applicable or required by Owner, Contractor and Subcontractors shall purchase and
maintain Railroad Protective Liability Insurance. All policies, forms, endorsements and limits shall be subject to approval by Owner.

2) If applicable or required by Owner, Contractor and Subcontractors shall purchase and maintain Pollution Liability Insurance. All policies, forms, endorsements and limits shall be subject to approval by Owner.

3) If work involves blasting or underground work, Contractor may not have any exclusion limiting or eliminating such coverage from its Commercial General Liability policy.

E) Umbrella Liability: Contractor shall purchase and maintain as required under this agreement Commercial Umbrella Liability Insurance using a policy form that provides coverage at least as broad as provided in underlying policies and endorsements required in items A, B, and C in this agreement.

1) Umbrella Limit Each Occurrence $2,000,000
   Annual Aggregate Limit $2,000,000
   Retention $ 10,000

F) Subcontractors: Contractor shall require its Subcontractors to comply with the insurance requirements as stated in this agreement, unless approved by the Owner.

G) Builders Risk Insurance: The Owner shall secure Builders Risk insurance for the full value of the project including materials in transit to and temporarily stored away from the construction site, to be written on a “special or open perils” policy, and include coverage for collapse, flood, earthquake, theft of materials both attached to the structure and unattached on and off the construction site. Any exclusion or limitation due to occupancy shall be removed. Said policy will include as the named insured, Owner, Contractor, All Subcontractors and Suppliers. Owner may elect the deductible of its choosing.