



**SPECIFICATIONS
FOR
UPPER MAIN TILE
DIVERSION
DRAINAGE DISTRICT 56,
HARDIN COUNTY
(PROJECT NO. 6830.4)**

	<p>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</p> <p><i>Lee O. Gallentine</i> LEE O. GALLENTINE, P.E. DATE <u>Feb 17, 2021</u></p> <p>LICENSE NUMBER: 15745 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022 PAGES OR SHEETS COVERED BY THIS SEAL: SHOWN ON TABLE OF CONTENTS</p>
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(BOOK 1 OF 2)

	<p><u>CLAPSADDLE-GARBER ASSOCIATES OFFICE LOCATIONS</u></p> <p>16 East Main Street, PO Box 754 Marshalltown, IA 50158 1523 S. Bell Avenue, Suite 101 Ames, IA 50010 5106 Nordic Drive Cedar Falls, IA 50613 739 Park Avenue Ackley, IA 50601 511 Bank Street Webster City, IA 50595</p>	<p><u>Project Office</u> 739 Park Avenue Ackley, IA. 50601 Phone: 641-847-3273 Fax: 641-847-2303</p>
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SPECIFICATIONS
FOR UPPER MAIN TILE DIVERSION
DRAINAGE DISTRICT 56, HARDIN COUNTY
(PROJECT NO. 6830.4)

2021

(BOOK 1 OF 2)

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NOTICE TO BIDDERS
FOR UPPER MAIN TILE DIVERSION
DRAINAGE DISTRICT 56, HARDIN COUNTY
(PROJECT NO. 6830.4)

Notice is hereby given that sealed bids will be received by the **County Auditor of Hardin County, Iowa, at their office in the Hardin County Courthouse, 1215 Edgington Avenue, Suite 1, Eldora, Iowa 50627, until 10:00 a.m. on March 10, 2021** for Main tile diversion of Drainage District 56, Hardin County, Iowa. Plans, specifications and form of contract are on file at the office of the County Auditor and describe the work involved and the conditions under which it is to be performed. Bids will be opened by the Engineer and the Board of Supervisors of Hardin County (acting District Trustees) at a meeting to be held in the Courthouse of Hardin County at 10:00 a.m. on March 10, 2021. Said bids will be acted on at a time and date to be determined at said bid opening. Plans and specifications governing the construction of the proposed improvements have been prepared by CGA, 739 Park Avenue, Ackley Iowa; phone 641-847-3273. Copies of the plans and specifications for this project can be downloaded at no charge from www.cgaplanroom.com or a printed copy can be obtained by contacting Beeline + Blue at 2507 Ingersoll Ave., Des Moines, IA 50312 or by phone at 515-244-1611. A \$50 refundable deposit is required for all printed plan sets and specifications. The fee is REFUNDABLE, provided the following conditions are met: 1) The plans and specifications are returned to CGA complete and in good usable condition and 2) they are returned to the above address within fourteen (14) calendar days after the award of the project.

The proposed work is located in Section 4, Township 87 North, Range 22 West in Hardin County, Iowa and consists of the furnishing of all materials, labor, and equipment to complete the approximate quantities of work, all as described in the plans and specifications and as listed as below. One contract will be awarded for all divisions of this project.

The proposed work consists of 4,674 feet of 48” tile; private tile connections; concrete collars; 72” junction structure; intakes; seeding; dewatering; mobilization; and other associated work.

All bids must be filed with the County Auditor on or before the time herein stated. All bids shall be made on forms furnished by the Owner’s Engineer and contained in the specifications and must be enclosed in a separate sealed envelope and plainly identified. Each proposal shall be accompanied by deposit of cash, bid bond, cashier’s or certified check, or a credit union certified share draft, in a separate sealed envelope in an amount equal to five percent (5%) of the total amount of the bid. The certified or cashier’s check, if used, shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States or said certified share draft should be drawn on a credit union in Iowa or chartered under the laws of the United States; and such check or share draft shall be made payable to the Hardin County Auditor as security that if awarded a contract by resolution of said Supervisors, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bond and certificate of insurance. The deposit of cash shall be retained, certified or cashier’s check or certified share draft may be cashed, or the bid bond redeemed, if the Contractor fails to enter into a contract, or fails to provide a certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the County Supervisors. No bidder may withdraw a bid within sixty (60) days after the date set for opening bids. If awarded, one (1) contract will be awarded to the lowest, responsive bidder for base bid or one of the alternate bids.

The successful bidder shall be required to execute a performance and payment bond, with sureties approved by the County Auditor in favor of the Drainage Districts for the use and benefit of the Drainage Districts and to all persons entitled to liens for labor or material, in an amount not less than one hundred percent (100%) of the contract price of the work to be done, conditioned for the timely, efficient, and complete

performance of his contracts, and the payment, as they become due, of all just claims for labor performed and material used in carrying out the contract. When the contract is executed and the performance bond approved, the certified check, share draft, cash deposited, or bid bond provided with the bid shall be returned to the bidder. The performance bond shall be provided at the time the contract for work is signed.

Payment to the Contractor will be made in monthly estimates of ninety percent (90%) of the work completed during the period as provided in Section 468.100, Code of Iowa. Pursuant to Sections 468.101 through 468.103, the balance will be paid not less than 30 days after acceptance of the work by the County Supervisors acting as Trustees of the Drainage District. **All payments to the Contractor shall be made by the County Treasurer by check. No payments shall be made by drainage warrants.**

The work under the proposed contract shall begin within 15 days of the Notice to Proceed. All work is to be completed by December 31, 2021 including seeding and finishing work. The Contractor shall pay the said District Five Hundred (\$500.00) per day as liquidated damages for each calendar day the work remains uncompleted after the completion date stated above.

Published upon the order of the Board of Supervisors of Hardin County (acting as District Trustees), who also reserve the right to reject any or all proposals and to waive informalities and technicalities.

BY: Hardin County Auditor

DESCRIPTION AND SUMMARY OF PROJECT

This project is for Main tile diversion for Drainage District 56 in Hardin County. The proposed work is located in Section 4, Township 87 North, Range 22 West in Hardin County, Iowa and is shown more particularly on the project plans.

This project involves severing the upper portion of the existing Main tile from the lower portion north of 230th Street in Section 4. Then installing new Diversion Main tile north and east through Section 4 to a new outlet on the Main open ditch of Drainage District 26.

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ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
 - B. *Bidder* – One who submits a Bid directly to the Owner as a distinct from a sub-bidder, who submits a bid to a Bidder.
 - C. *Successful Bidder* – Lowest, responsible and responsive Bidder to whom the Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award if the Owner chooses to move forward with the Project.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the advertisement or invitation to bid may be obtained from the Issuing Office. All of the deposit will be refunded to each document holder of record who returns a complete set of Bidding Documents in undamaged and reusable condition within 14 days after award of the project.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, within 48 hours of Owner’s request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.
- 3.02 Evidence of Bidder’s authority to do business in the state of Iowa where the Project is located or covenant to obtain such qualifications prior to award of Contract
- 3.03 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder’s representations and certifications.

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

- 4.01 *Subsurface and Physical Conditions (Not Used)*
- 4.02 *Underground Facilities*

- A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon best available information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- 4.03 *Hazardous Environmental Condition*
- A. The Supplementary Conditions identify any reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site.
 - B. Copies of reports and drawings, if any, referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the “technical data” contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any “technical data” or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
- 4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 4.06 of the General Conditions.
- 4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates. All restorations shall be completed prior to bid opening.
- 4.06 A. Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of contract documents (other than portions thereof related to price) for such other work.
- B. Paragraph 6.13.C of the General Conditions indicates that if an Owner safety program exists, it will be noted in the Supplementary Conditions.
- 4.07 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and the other related data identified in the Bidding Documents; (including any “Technical Data” referred below)

- B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
 - C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;
 - D. carefully study all: drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in Paragraph 4.02 of the Supplementary Conditions as containing reliable "technical data."
 - E. consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs;
 - F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
 - G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
 - H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
 - I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.
- 4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.
- 4.09 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder

has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 – PRE-BID CONFERENCE

5.01 *(Not Required)*

ARTICLE 6 – SITE AND OTHER AREAS

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

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing.

Mr. Lee O. Gallentine, P.E.
Clapsaddle-Garber Associates, Inc.
739 Park Avenue
Ackley, Iowa 50601
Phone: 641-847-3273 Fax: 641-847-2303

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

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount as set out in the Notice Of Hearing and Letting or Bid Bond Form and in the form of a cashier's or certified check, bank money order, or a bid bond issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, Owner may consider Bidder to be in default, annul

the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

8.04 Make Bid Security Payable as stated in the Notice.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement. Time is of the essence for this project. If the Contractor fails to substantially complete the work covered by this project by the specified completion date, or by the extended completion date as authorized in writing by the Owner, it is acknowledged and agreed that the Owner will suffer loss and damages. In the event of a failure to timely complete the project, such loss or damages shall be paid for as liquidated damages. The Owner and Contractor agree that as liquidated damages for the delay (but not as a penalty), the Contractor shall pay to the Owner the sum of \$500.00 for each day that expires after the completion date, until the work is substantially completed. All field work shall be completed on or before the dates stated in the Notice. No time extensions shall be granted due to weather, construction delays, suppliers, subcontractors, or unexpected complications with the project. The Owner and Contractor agree that these sums are a reasonable and fair estimation of additional damages to be sustained by the Owner arising from the Contractor's failure to timely complete the project, given the nature and size of the project.

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Whenever it is specified or described in the Bidding Documents that a substitute or “or-equal” item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

11.02 The procedure for submitting “or-equal” item applications by the Contractor to the Engineer for consideration is set forth in the General Conditions and may be supplemented in the General Requirements.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within two days after Bid opening, submit to Owner a list of all such

Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, in which case apparent Successful Bidder shall submit an acceptable substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.
- 12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.
- 12.04 No Contractor shall be required to employ any subcontractor, supplier, other person or organization whom the contractor has reasonable objection when an alternate agreeable replacement can be found.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer (or the issuing office).
- 13.02 All blanks on the Bid Form shall be completed in ink or typewriter and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein. In the case of optional alternatives, the words "No Bid," "No Change," or "Not Applicable" may be entered.
- 13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 13.06 A Bid by an individual shall show the Bidder's name and official address.

- 13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.08 All names shall be printed in ink below the signatures.
- 13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID; COMPARISON OF BIDS

14.01 *Lump Sum (Not Required)*

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.
- B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- D. Each Bid shall cover complete work including costs incidental thereto. Bid shall include all costs of permits, fees, and similar expenses.

14.03 *Allowances*

- A. For cash allowances, the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 11.02.B of the General Conditions.

14.04 *Completion Time Comparisons*

(Not Required)

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the following documents:

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INSTRUCTION TO BIDDERS

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- 15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked opaque package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to

TO: HARDIN COUNTY AUDITOR
C/O DRAINAGE CLERK
HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVENUE, SUITE 1
ELDORA, IOWA 50627

BID FOR: DRAINAGE DISTRICT 56

- 15.03 Contractor shall retain a copy of the Bid.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.
- 16.02 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the

- Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability, or unfavorable past experience working for the Owner, or fails to meet any other pertinent standard, or criteria established by the Owner. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.
- 19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
- 19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 19.04 In evaluating Bidders, Owner will consider the qualifications and experience of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time.
- 19.06 If the Contract is to be awarded, Owner will award the Contract to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project to the lowest responsible, responsive Bidder.
- 19.07 Also, Owner reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices.
- 19.08 Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- 19.09 Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the work when such data is required to be submitted prior to the Notice of Award.

ARTICLE 20 – CONTRACT SECURITY AND INSURANCE

- 20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to maintenance bond and insurance. When the Successful

Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bond and insurance.

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

22.01 Bidders shall include in their Bids all amounts of taxes imposed by any taxing authority on the sale, purchase or use of materials and equipment covered by this Contract except state sales tax. All taxes of foregoing descriptions shall be paid by Contractor with the exception of state sales tax.

22.02 After awarding of the Contract the Owner shall issue to the successful bidder all documents necessary to prove “Iowa Sales Tax Exemption” status for the project.

22.03 Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful Bidder is non-Iowa partnership, individual or association, he shall furnish evidence, prior to execution of Contract, that Bond or Securities have been posted with the Iowa State Department of Revenue in the amount required by law

ARTICLE 23 – RETAINAGE

23.01 Provisions concerning Contractor’s rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 24 – CONTRACTS TO BE ASSIGNED (NOT REQUIRED)

ARTICLE 25 – PARTNERING (NOT REQUIRED)

ARTICLE 26 – CONTRACT TERMINATION

26.01 Provisions of law, as contained in Chapter 573A of the Code of Iowa, shall apply to and be a part of this Contract. Chapter 573A provides for termination of Contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. The provisions of Chapter 573A shall be binding upon all parties hereto including Subcontractors and Sureties upon any Bond given or filed in connection therewith.

ARTICLE 27 - PREFERENCE FOR LABOR AND MATERIALS

27.01 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of Contract will be made to the lowest

Responsible Bidder submitting the lowest Responsible Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount of the Bid.

ARTICLE 28 - PRECONSTRUCTION CONFERENCE

28.01 Following the award of Contract, contractor and its Subcontractors shall attend a Preconstruction Meeting at a time and place designated by Engineer.

ARTICLE 29 - DAMAGES FOR BREACH OF CONTRACT

29.01 In the event of CONTRACTOR'S breach of or failure to perform the contract within the specified period, time being of the essence of this contract, the Contractor shall be liable to the Owner for all reasonable damages arising from the breach or failure to perform. Such reasonable damages shall include, but shall not be limited to, the following:

1. Attorney's fees incurred in responding to the breach.
2. Additional contract management or supervision expenses arising from the breach.
3. Accounting fees and expenses arising from the breach.
4. Damages for loss of or delayed access, and loss of or delayed use of the project.
5. Reasonable costs of the OWNER'S staff time necessary in responding to the breach.
6. Lost or delayed grants or loans applicable to the project.
7. Costs incurred in curing the breach, completing the project or repairing defective work.
8. Additional interest expense.
9. Additional engineering fees and expenses arising from the breach.

ARTICLE 30 - ATTORNEY FEES AND COURT COSTS

30.01 In the event the OWNER commences a legal proceeding against the CONTRACTOR in which the CONTRACTOR is found to have breached this contract, it is agreed that the OWNER shall be entitled to recover from the CONTRACTOR, in addition to all damages awarded, reasonable attorney fees and court costs.

ARTICLE 31 - COURT JURISDICTION

31.01 Any legal proceeding arising under the provisions of this contract shall be within the exclusive jurisdiction of the Iowa District Court in and for said State.

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

Hardin County Auditor
c/o Drainage Clerk
Hardin County Courthouse
1215 Edgington Avenue, Suite 1
Eldora, Iowa 50627

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

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

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

D. Bidder has carefully studied all: (1) all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) that have been identified in SC-4.02 as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in SC-4.06 as containing reliable "technical data."

E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder (3) Bidder's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

DD 56 BASE BID – PROPOSAL TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE WORK DESCRIBED BELOW FOR THE DIVERSION OF MAIN TILE USING CONCRETE TILE, DRAINAGE DISTRICT 56, HARDIN COUNTY, IOWA INCLUDING PROVIDING A TWO-YEAR MAINTENANCE WARRANTY, PERFORMANCE, AND PAYMENT BONDS. CONTRACTOR TO REVIEW BID ITEM DESCRIPTIONS IN THE DETAILED SPECIFICATIONS.

<u>DD 56 BASE BID</u>					
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price
1	48" Ø RCP Tile	4,634	LF	\$ _____	\$ _____
2	48" Ø CMP Tile Outlet	40	LF	\$ _____	\$ _____
3	72" Junction Structure	2	EA	\$ _____	\$ _____
4	Concrete Collar	3	EA	\$ _____	\$ _____
5	Private Tile Connection	10	EA	\$ _____	\$ _____
6	12" Ø Hickenbottom Intake	1	EA	\$ _____	\$ _____
7	Rip-Rap	50	TN	\$ _____	\$ _____
8	Tile Removal	30	LF	\$ _____	\$ _____
9	Fences	1	LS	\$ _____	\$ _____
10	Road Ditch Grading	2	STA	\$ _____	\$ _____
11	Outlet Shaping	1	LS	\$ _____	\$ _____
12	Dewatering	1	LS	\$ _____	\$ _____
13	Exploratory Excavation	2	HR	\$ _____	\$ _____
14	Bonding	1	LS	\$ _____	\$ _____
15	Seeding	1	LS	\$ _____	\$ _____
16	Seeding Warranty	1	LS	\$ _____	\$ _____
DD 56 BASE BID TOTAL (Bid Items 1 – 16 Inclusive)				\$	_____

DD 56 ALTERNATE BID – PROPOSAL TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE WORK DESCRIBED BELOW FOR THE DIVERSION OF MAIN TILE USING POLYPROPYLENE TILE, DRAINAGE DISTRICT 56, HARDIN COUNTY, IOWA INCLUDING PROVIDING A TWO-YEAR MAINTENANCE WARRANTY, PERFORMANCE, AND PAYMENT BONDS. CONTRACTOR TO REVIEW BID ITEM DESCRIPTIONS IN THE DETAILED SPECIFICATIONS.

DD 56 ALTERNATE BID						
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price	
1ALT	48" Ø Polypropylene Tile	4,634	LF	\$	\$	
2ALT	48" Ø CMP Tile Outlet	40	LF	\$	\$	
3ALT	72" Junction Structure	2	EA	\$	\$	
4ALT	Concrete Collar	3	EA	\$	\$	
5ALT	Private Tile Connection	10	EA	\$	\$	
6ALT	12" Ø Hickenbottom Intake	1	EA	\$	\$	
7ALT	Rip-Rap	50	TN	\$	\$	
8ALT	Tile Removal	30	LF	\$	\$	
9ALT	Fences	1	LS	\$	\$	
10ALT	Road Ditch Grading	2	STA	\$	\$	
11ALT	Outlet Shaping	1	LS	\$	\$	
12ALT	Dewatering	1	LS	\$	\$	
13ALT	Exploratory Excavation	2	HR	\$	\$	
14ALT	Bonding	1	LS	\$	\$	
15ALT	Seeding	1	LS	\$	\$	
16ALT	Seeding Warranty	1	LS	\$	\$	

DD 56 ALTERNATE BID TOTAL (Bid Items 1ALT – 16ALT Inclusive) \$ _____

DD 56 ADD ALTERNATES BIDS – PROPOSAL TO FURNISH ALL LABOR, MATERIALS, AND EQUIPMENT TO PERFORM THE ADDITIONAL WORK DESCRIBED BELOW FOR THE DIVERSION OF MAIN TILE, DRAINAGE DISTRICT 56, HARDIN COUNTY, IOWA INCLUDING PROVIDING A TWO-YEAR MAINTENANCE WARRANTY, PERFORMANCE, AND PAYMENT BONDS. CONTRACTOR TO REVIEW BID ITEM DESCRIPTIONS IN THE DETAILED SPECIFICATIONS.

DD 56 ADD ALTERNATES BID						
Item No.	Description	Estimated Quantity	Unit	Unit Price	Extended Price	
1ADD	Mandrel Testing of Tile	4,674	LF	\$	\$	
2ADD	CCTV Inspection of Tile	4,674	LF	\$	\$	
3ADD	Trench Compaction	46.74	STA	\$	\$	
4ADD	Mandrel and CCTV Access Point	4	EA	\$	\$	
5ADD	Additional 2' of Installation Depth	4,674	LF	\$	\$	

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions and the detailed technical specifications.

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

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be completed on or before the dates stated in the Notice to Contractors Page N-2.

6.02 Bidder accepts the liquidated damage and bonus provisions as stated in the Notice, Page N-2.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of bond or check;
- B. List of Proposed Subcontractors (to be submitted by apparent low bidder within 48 hours of bid opening);
- C. List of Proposed Suppliers (to be submitted by apparent low bidder within 48 hours of bid opening);
- D. List of Project References (to be submitted by apparent low bidder within 48 hours of bid opening);
- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No.: _____ [or] Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- G. Required Bidder Qualification Statement with Supporting Data (to be submitted by apparent low bidder within 48 hours of bid opening);

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9- BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

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

Name (typed or printed): _____

A Corporation

Corporation Name: _____
(SEAL)

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

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

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest _____

Date of Qualification to do business in [Iowa] is ____/____/____.

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____
(SEAL)

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

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

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

Bidder's Business Address _____

Phone No. _____ Fax No. _____

E-mail _____

SUBMITTED on _____, 20____.

State Contractor License No. _____ . *[If applicable]*

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Date: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR
(This Agreement Supersedes Sample Agreement in Book 2)

THIS AGREEMENT is by and between _____ Hardin County Supervisors acting as Trustees of Drainage
District 56 _____ (“Owner”) and
_____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The project involves diversion of the Main tile of Drainage District 56, installing new tile and creating a new outlet, Hardin County, Iowa. The final extent of the project work will be determined after bids are received.

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by CGA which is to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

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

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work must be completed by December 31, 2021.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 above for completion.

- B. In the event the Contractor fails to complete the construction within the times specified in Paragraph 4.02 above, and the delay in completion results in additional expense to the Owner for engineering, observation, or construction surveying services, the Contractor shall reimburse the Owner for the additional engineering expense resulting from the delay in the completion of the project. The Owner will withhold from the Contractor's payment, the cost of additional engineering services resulting in the delay of the completion of the project. Such extra engineering costs in no way constitute a penalty, but said costs represent additional expense to the Owner caused by delay in the completion of the project by the Contractor.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

<u>UNIT PRICE WORK</u>						
<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>	
Total of all Bid Prices (Unit Price Work)						

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the fourth (4th) Wednesday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
 - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 90 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.
- 6.03 *Payment Becomes Due:*
- A. Forty-five (45) days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02D) become due, and when due will be paid by the Owner to Contractor.

6.04 *Final Payment*

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

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate 2.5 percent per annum computed daily at simple interest.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data,"

- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive, Book 1).
 - 2. General Conditions (pages 1 to 55, inclusive, Book 2).
 - 3. Supplementary Conditions (pages 1 to 9, inclusive, Book 2).
 - 4. Specifications as listed in the table of contents of the Project Manual (Book 1 and Book 2).
 - 5. Detailed Specifications (pages 1 to 6, inclusive, Book 1)
 - 6. Addenda (numbers _____ to _____, inclusive).
 - 7. Construction Plans (Pages A.01-A.02; B.01; and D.01-D.03)
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, inclusive, Book 1).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages _____ to _____, inclusive).
 - 9. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

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

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

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

10.05 *Contractor's Certifications*

Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

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

Agent for service of process:

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DETAILED SPECIFICATIONS

STANDARD SPECIFICATIONS

The Iowa Statewide Urban Design and Specifications (SUDAS), 2021 Edition, where referenced herein shall apply and be referred to as the “Standard Specifications” throughout the detailed specification section.

BID ITEM DESCRIPTIONS

Bid items are described in detail on the proposal, on the plans and below. All work necessary to complete on the project must be incorporated within these items.

48” Ø RCP Tile (Item 1)

This item consists of drainage tile that is RCP (Class IV or V, Wall B) with bell and spigot joints, meeting the requirements of ASTM C76 and SUDAS Section 4020 or Engineer approved equivalent. The unit price shall include, but is not limited to excavation, dewatering, furnishing and placing backfill, materials, installation, furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102), wrapped and sealed pipe joints (per RCP Joint Detail in project plans), testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation.

48” Ø Polypropylene Tile (Item 1ALT)

This item consists of drainage tile that is triple wall polypropylene (minimum stiffness of 45 psi) with gasketed joints meeting the requirements of AASHTO M3300 and ASTM D3212. Tile shall have corrugated exterior and smooth interior, Class 2 perforations, and be or GOLDPRO Storm, or Engineer approved equivalent. The unit price shall include, but is not limited to excavation, dewatering, materials, installation, furnishing and placing rock backfill and bedding (Type F-3 per SUDAS Figure SW-103) testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, bracing necessary to prevent floatation prior to backfilling operations, and all appurtenances necessary for proper installation.

48” Ø CMP Tile Outlet (Items 2 and 2ALT)

These items consist of installing a new tile CMP outlet pipe from the diverted district tile. All outleting will be performed with CMP outlet pipe with aluminized coating (14 gage minimum) meeting the requirements of AASHTO M36 and M274 and ASTM A760 and rodent guard or Engineer approved equivalent. All CMP outlet pipe shall be the same inside diameter as the diverted district tile. The unit price shall include, but is not limited to excavation, dewatering, furnishing and placing backfill, materials, installation, furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102 for RCP tile or Type F-3 per SUDAS Figure SW-103 for polypropylene tile), watertight pipe joints, testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation.

72” Junction Structure (Items 3 and 3ALT)

These junction structures shall meet the requirements of SUDAS Figure SW-401 or Engineer equivalent. The unit price shall include, but is not limited to excavation, dewatering, furnishing and placing backfill, materials, installation, casting (Type 5 per SUDAS Figure SW-604), furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102 for RCP or Type F-3 per

SUDAS Figure SW-103 for Polypropylene tile), testing by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation.

Concrete Collar (Items 4 and 4ALT)

These items consist of concrete collar connections (per Type PC-2 Concrete Collar Connection Detail in project plans) meeting the requirements of SUDAS Section 4020. Said connections shall be used to join dissimilar pipe materials, or adjust horizontal alignment only at location specifically called for on the project plan sheets (in lieu of concrete collars to adjust horizontal alignment, engineer approved factory fittings may be substituted). The unit price shall include, but is not limited to excavation, dewatering, materials, installation, furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102 for RCP tile or Type F-3 per SUDAS Figure SW-103 for polypropylene tile), testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation

Private Tile Connection (Items 5 and 5ALT)

These items consist of unhooking private tile from the existing private tile and connecting it to the diverted main tile (per Private Tile Connection Detail in project plans). All connections will be performed with dual wall, non-perforated HDPE meeting the requirements of AASHTO M252 and SUDAS Section 4020 or Engineer approved equivalent. All connections shall be the same inside diameter (or larger) as the existing private tile. Part of this work shall include excavating far enough upstream on the private tile to allow for proper connection to new HDPE private tile, connecting the existing private tile and the HDPE private tile with a Fern-Co Coupler or a concrete collar (per Type PC-2 Concrete Collar Connection Detail in project plans or Type PC-2 per SUDAS Figure SW-211), and connecting the HDPE private tile to the proposed district tile with factory preformed tee or Engineer approved equivalent. The unit price shall include, but is not limited to excavation, dewatering, materials, installation, furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102 for RCP tile or Type F-3 per SUDAS Figure SW-103 for polypropylene tile), watertight pipe joints, testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation

12" Ø Hickenbottom Intake (Items 6 and 6ALT)

These items consist of HDPE intake or Nyoplast intake with 1-inch holes (including riser), factory preformed HDPE tee (matching the size of the district tile and intake) and necessary HDPE fittings, meeting the requirements of AASHTO M252 or M294 and ASTM F405, 3" clean rock backfill from district tile to ground surface for 1 foot on all sides of intake wrapped with engineering fabric meeting the requirements of IDOT Specifications 4196.01.B.3 and SUDAS Section 9040 or Engineer approved equivalent. The unit price shall include, but is not limited to excavation, dewatering, furnishing and placing backfill, materials, installation, furnishing and placing rock backfill and bedding (Type R-2 per SUDAS Figure SW-102 for RCP tile or Type F-3 per SUDAS Figure SW-103 for polypropylene tile), wrapped pipe joints, testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation.

Riprap (Items 7 and 7ALT)

These items consist of providing and installing geotextile fabric and riprap around upper main tile outlet after shaping to prevent erosion. All riprap shall be IDOT Class E Revetment and shall meet

the requirements of IDOT Specifications 4130 and SUDAS Section 9040. All geotextile fabric shall meet the requirements of IDOT Specifications 4196.01.B.3 and SUDAS Section 9040.

Tile Removal (Items 8 and 8ALT)

These items consist of removing existing tile in accordance with SUDAS Section 4020 or Engineer approved equivalent. The intent is to remove the existing tile, install required tile, and backfill the area with approved compacted backfill. The unit price shall include, but not limited to excavation, dewatering, by-passing of storm/tile water, materials, installation, furnishing and placing backfill, disposal of debris/removed material at contractor-controlled site, testing inspection, and all appurtenances necessary for proper installation. Crushing and burying of tile, intakes, and structures on-site will not be allowed.

Fences (Items 9 and 9ALT)

The Contractor shall be responsible for the removal and replacement of fences that interfere with the work. The Contractor will be required to remove fencing in such a manner as not to damage or weaken the balance of any fencing adjacent to or connected to that portion requiring removal. The Contractor will be required to furnish all salvaged or new materials to restore the removed sections of fencing to their original condition, with all materials and workmanship approved by the Engineer.

Road Ditch Grading (Items 10 and 10ALT)

These items consist of grading and shaping the road ditch (100 feet in each direction) around the proposed Hickenbottom Intake and Intake Junction Structure on the north side of 230th Street to provide positive drainage to each. It also includes grading a berm between said Hickenbottom Intake and Intake Junction Structure to keep surface waters of each separated.

Outlet Shaping (Items 11 and 11ALT)

These items consist of grading a 100 feet diameter area around the upper main tile outlet to prevent erosion.

Dewatering (Items 12 and 12ALT)

These items consist of everything needed to dewater all trenches and excavations to allow for proper tile installation per SUDAS Section 3010 except the following:

- 1) Dewater will be paid for solely under these bid items.
- 2) Contractor shall generate a dewatering plan and submit to the Engineer for review.

Any siltation or erosion caused by the dewatering operations (whether on private property or Drainage District facilities) shall be restored by the Contractor as incidental. No extra payment for the same will be allowed.

Exploratory Excavation (Items 13 and 13ALT)

The location of existing main tile north of 230th Street shown on the plans is approximate. The intent of this item is to cover the contractor's time excavating with a backhoe, operator, and one additional worker to determine the exact location of the existing main tile in the north road ditch of 230th Street. This item shall be paid for worked hours from the time excavation starts until the top of the existing main tile is uncovered. Time spent uncovering the sides to the existing main tile after the top has been uncovered will not be considered exploratory excavation.

Bonding (Items 14 and 14ALT)

These items consists of all bonding costs to be paid to the Contractor if the project is awarded, but does not proceed to construction if the Owner is unable to obtain right of way from landowners and the contract is terminated.

Seeding (Items 15 and 15ALT)

These items consist of permanent seeding for all grassed or pasture areas disturbed in accordance with SUDAS Section 9010 and the Storm Water Pollution Prevention. Permanent seeding mix shall be Type 1 (Permanent Lawn Mixture) per SUDAS Section 9010.

Seeding Warranty (Items 16 and 16ALT)

These items consist of warranty of all seeded areas (items 15 and 15ALT) in accordance with SUDAS Section 9010.3.10.B. The warranty period shall be for 12 months.

Mandrel Testing of Tile (Item 1ADD)

This item consists of deflection testing of the main tile in accordance with SUDAS Section 4060.3.05 or Engineer approved equivalent. The unit price shall include, but is not limited to testing, by-passing of storm/tile water, inspection, removal and replacement of tile exceeding deflection limits, retesting, and all appurtenances necessary for proper testing and installation.

CCTV Inspection of Tile (Item 2ADD)

This item consists of video inspection of the main tile in accordance with SUDAS Section 4060.3.03 or Engineer approved equivalent. The unit price shall include, but is not limited to testing, by-passing of storm/tile water, inspection, and all appurtenances necessary for proper inspection and installation.

Trench Compaction (Item 3ADD)

This item consists of compaction and density/moisture testing of all trenches and excavations in accordance with SUDAS Section 3010.3.05 and 3010.3.06 (including testing as the responsibility of the contractor) or Engineer approved equivalent.

Mandrel and CCTV Access Point (Item 4ADD)

This item consists of 36" or 48" RCP access points that are Class IV or V, Wall B meeting the requirements of ASTM C76, SUDAS Section 4020, SUDAS Figure SW-405 or Engineer approved equivalent. The unit price shall include, but is not limited to excavation, dewatering, furnishing and placing backfill, materials, installation, casting (same as tile) furnishing and placing rock backfill and bedding (per either detail in project plans), testing, by-passing of storm/tile water, inspection, separation of topsoil during excavation operations, and all appurtenances necessary for proper installation.

Additional 2' of Installation Depth (Item 5ADD)

This item consists of installing the proposed main tile at a depth 2' deeper than what is shown on project profile sheets to allow for greater depth on future replacement projects upstream of this project.

CORRECTION PERIOD

Contractor shall warrant the work against defects in materials and installation for a period of two (2) years after the date of acceptance of the repairs by the Owner. Correction shall include, but is not limited to, correction of trench settling, re-seeding, and correction of any eroded areas.

ROADWAY FOR EQUIPMENT

No extra compensation shall be allowed the Contractor for leveling, matting or constructing such roadway as they may deem advisable or necessary to properly carry out the work herein specified. Any temporary driveways or haul roads constructed by the Contractor or suppliers shall be removed and areas restored to original condition by the Contractor at the completion of construction.

ACCESS TO SITE

The Contractor will use existing gates and drives whenever available in getting to and from the various construction locations and along the route of the work. If it is necessary to remove a fence for the passage of equipment or construction, the Contractor will replace said fence to its original state. It is necessary to install a drive for the passage of equipment or construction; the Contractor will remove said drive and return the location to its original state. No extra payment for same will be allowed. All sign posts, mailboxes, or other fixtures removed or damaged during construction shall be replaced in kind. Existing entrances shall be restored using a minimum of four (4) inches of crushed stone.

WORK AREA AND CROP DISTURBANCE

Contractor shall confine all operations to the **300-foot wide strip of right-of-way shown on the project plan sheets** or other right of way shown on the project plans to be staked in the field by the Engineer once it has been obtained by the Owner. **The Contractor shall not order any materials or incur any costs (other than bonding) until the Owner has confirmed that the right of way has been obtained.** If Contractor reaches agreements with private landowners to expand operations beyond said area, written confirmations of and/or actual copies of said agreements will be provided to the Engineer prior to starting construction in said areas. The cost of said expansion and agreements shall be paid by the Contractor and shall be considered incidental. No extra payment for same will be allowed. Contractor shall not disturb any crops during all operations unless directed so by the Engineer. If the Contractor reaches agreements with private landowners to disturb crops, written confirmations of and/or actual copies of said agreements will be provided to the Engineer prior to disturbing said crops. The cost of agreements and crop disturbance on them shall be paid by the Contractor and shall be considered incidental. No extra payment for same will be allowed.

SURFACE RESTORATION (NON PAVED AREAS)

All disturbed areas which are not paved shall be restored in accordance with project plans and the topsoil thickness shall be a minimum of 18-inches. Contractor shall separate, strip/stockpile, or import enough topsoil to conform to this requirement. All costs for said work will be incidental. No extra payment for same will be allowed.

CONTRACTOR QUALIFICATION STATEMENT

If a Bidder has submitted the apparent low bid as read at the bid opening, said Bidder shall be required to submit the "Contractor's Qualification Statement" contained in Book 2 within two calendar days of the bid opening.

WORK DATES

Contractor shall not enter any lands enrolled in the CRP program between May 15th and August 1st, unless waivers from the Franklin County Farm Service Agency are granted to individual landowners.

TELEPHONE PEDESTAL, POWER POLE, AND GUY ANCHOR STABILIZATION

Contractor shall hold, stabilize, remove, replace, and/or relocate telephone pedestals, power poles, and guy anchors during construction (as necessary for proper construction). All work will be done in accordance with the applicable utility company standards. All costs for said work will be incidental. No extra payment for same will be allowed.

EXISTING UTILITIES

1. Some utilities are shown on the project plans. The Contractor shall use the Iowa One-Call Service for the entire project prior to starting any construction to allow review for possible utility conflicts.
2. Where proposed construction shall cross existing utilities (located using Iowa One-Call), Contractor shall locate and expose said utilities at least 24 hours prior to any construction to allow review for possible utility conflicts.
3. No extra payments shall be paid to the contractor for time spent uncovering existing utilities or crossing said utilities with proposed construction. All costs for any work associated with existing utilities will be incidental to the Owner.

SUPPLEMENTARY CONDITIONS REVISIONS

SC-11.03.D.1 in Book 2 of the project specifications is revised to read:

“if the Bid price of a particular item of Unit Price Work amounts to 1 percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractors differs by more than 200 percent from the estimated quantity of such item indicated in the Agreement; and”

MANUFACTURERS CERTIFICATES

Per 1.17 of the Administrative Provisions in Book 2 of the project specifications, the Contractor shall submit Manufacturer’s Certificates for all materials used on this project.

INCIDENTAL WORK

Any work necessary for the proper completion of this project that is not included in the above bid items shall be considered incidental to the project and all costs for said work will be incidental. No extra payment for same will be allowed. Contractor shall notify the Engineer of said work within 24 hours of the Contractor becoming aware of said work.