



**FRENCH-RENEKER-
ASSOCIATES**
ENGINEERS & SURVEYORS

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**NOTICE TO BIDDERS
PROPOSED STREET IMPROVEMENTS
REBECCA DRIVE & NEVELLE AVENUE
BLOOMFIELD, IOWA (22-108)**

The City of Bloomfield, Iowa, (Owner) is seeking competitive proposals for the proposed street improvements, hereinafter described. Contractors qualified to perform the work are invited to submit proposals.

Description of the Work to be Performed Pursuant to This Solicitation.

The work for which the Owner is seeking competitive proposals is generally described as follows: HMA resurfacing of Rebecca Drive and Nevelle Avenue in Bloomfield, Iowa.

Time, Place and Manner for Filing Competitive Proposals.

Competitive proposals for the work described above shall be filed in City Hall, 111 West Franklin, Bloomfield, IA 52537, on or before 3 p.m. on October 19, 2023.

Competitive Proposals to be Submitted on Form Provided.

Competitive proposals shall be filed on the Competitive Proposal form provided by the Owner and included in the Request for Proposals (RFP). Competitive proposals which are filed in any other form shall be determined to be non-responsive and shall be rejected by the Owner.

Evidence of Insurance Required.

Each Contractor submitting a proposal pursuant to this RFP shall be required to commit to provide to the Owner, at the time of the award and execution of the Contract, a certificate or certificates of insurance, evidencing insurance with coverages and in amounts as required by the Owner, as set forth in the Insurance Requirements included with this RFP.

Time for Commencement and Completion of Work.

The Contractor shall complete all improvements on or before December 15, 2023. The Contractor agrees to pay as liquidated damages the sum of \$500 per day for each calendar day beyond December 15, 2023, that the project is not accessible or completed.

RFP Documents.

RFP documents governing the construction of the proposed improvements have been prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa. The RFP documents may be examined at the office of the City Clerk. The RFP documents may be obtained from French-Reneker-Associates, Inc., at 1501 South Main, P.O. Box 135, Fairfield, Iowa 52556; phone: 641-472-5145; or email: Matthew Walker (mattw@french-reneker.com).

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Founders: Donald E. French (1921-1982) • W. Daniel Reneker, PE (retired)

EMAIL: email@french-reneker.com | WEBSITE: www.french-reneker.com

**REQUEST FOR PROPOSALS (RFP)
PROPOSED STREET IMPROVEMENTS
REBECCA DRIVE & NEVELLE AVENUE
BLOOMFIELD, IOWA (22-108)**

The City of Bloomfield, Iowa, (Owner) is seeking competitive proposals for the proposed street improvements hereinafter described. Contractors qualified to perform the work are invited to submit proposals.

1. Description of the Work to be Performed Pursuant to This Solicitation.

The work for which the Owner is seeking competitive proposals is generally described as follows: HMA resurfacing of Rebecca Drive and Nevelle Avenue in Bloomfield, Iowa.

2. Specifications and Drawings.

The Standard General Specifications shall be the Iowa Statewide Urban Design and Specifications (SUDAS) 2023 Edition. Also referenced are Standard Specifications of the Iowa Department of Transportation (DOT) Series 2023, as amended by General Supplemental Specifications GS-23001 dated October 17, 2023. The General Conditions of Contract, Special Provisions, and Drawings are attached.

3. Site Visit.

Interested contractors are further advised that a site visit may be arranged by contacting Rusty Sands, 641-242-0220 (Monday – Friday, 8 a.m. – 4 p.m.). Questions regarding this work should be addressed to: Matthew Walker, Project Engineer; French-Reneker-Associates, Inc., Fairfield, Iowa, 641-472-5145, mattw@french-reneker.com.

4. Time, Place, and Manner for Filing Competitive Proposals.

- a. Competitive proposals for the work described above shall be filed in City Hall, 111 West Franklin, Bloomfield, IA 52537, on or before 3 p.m. on October 19, 2023.
- b. If a competitive proposal is delivered by U.S. Mail or by in-hand delivery, it shall be placed in a sealed envelope addressed to the Owner at the address stated above. Competitive proposals received after the time stated above will not be considered, and the quoting contractor will be so notified.

5. Competitive Proposals to be Submitted on Form Provided.

- a. Competitive proposals shall be filed on the Competitive Proposal form provided by the Owner and included with this RFP. Competitive proposals which are filed in any other form shall be determined to be non-responsive and shall be rejected by the Owner.
- b. Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to the Bidder for the preparation of the competitive proposal, shall be covered in the quote, and shall be made a part of the Contract Documents. Receipt of each addendum shall be acknowledged in the competitive proposal.

6. Costs to be Included in Competitive Proposals Submitted by Contractors; Documentation of Certain Costs.

Interested contractors are required to include in their competitive proposals the price for labor, materials, equipment, and supplies required to perform the work.

7. Evidence of Insurance Required.

Each contractor submitting a proposal pursuant to this RFP shall be required to commit to providing to the Owner, at the time of the award and execution of the Contract, a certificate or certificates of insurance, evidencing insurance with coverages and in amounts as required by the Owner, as set forth in the Insurance Requirements included with this RFP.

8. Sales Tax.

The Owner will issue special sales tax exemption certificates to the contractor awarded the Contract to perform the work and to its subcontractors, pursuant to Iowa Code Section 422.42, (15) and (16) and Iowa Code Section 422.47 (5). The contractor awarded the Contract for the work and its subcontractors should present such certificate when procuring materials and equipment for the project, and should not pay sales tax for such materials and equipment. Accordingly, the contractor should not include sales tax in its competitive quotation for the work. The Owner will not accept contractor claims for reimbursement of sales tax, will not attempt to obtain a refund of sales taxes paid from the State of Iowa, and will not reimburse the contractor for any sales taxes mistakenly paid by it or its subcontractors.

9. Performance and Payment Bond

The contractor shall be required to furnish a Performance and a Payment Bond in an amount equal to one hundred percent (100%) of the Contract price, said bonds to be issued by a responsible surety approved by the City of Bloomfield, Iowa, and shall guarantee faithful performance of the Contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City of Bloomfield, Iowa, from the claims and damages of any kind caused by the operation of the contractor, and shall guarantee the maintenance of the improvements for a period of two (2) years from and after its completion and acceptance by the City of Bloomfield, Iowa.

10. Payment to the Contractor

Payment to the contractor shall be made on monthly estimates equivalent to ninety-five percent (95%) of the Contract value of the work completed during the preceding calendar month. Estimates shall be prepared each month by the contractor. Payment shall be made to the contractor by the Owner within twenty-one (21) days of approval by the Owner. Final payment of the remaining five percent (5%) shall be made not less than thirty-one (31) days after completion and acceptance by the Owner of the completed Contract, assuming no unpaid claims remain on file. The day of the month on which payments will be made will be determined at the preconstruction conference.

11. Evaluation of Competitive Proposals.

No quoting contractor may withdraw their bid for a period of sixty (60) days after the date filed.

12. Attachments.

- a. Competitive Proposal Form.
- b. Form of Contract (Agreement).
- c. Performance Bond.
- d. Payment Bond.
- e. General Conditions of Contract.
- f. Special Provisions.
- g. Standard General Specification
- h. Construction Drawings

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**COMPETITIVE PROPOSAL
 PROPOSED STREET IMPROVEMENTS
 REBECCA DRIVE & NEVELLE AVENUE
 BLOOMFIELD, IOWA (22-108)**

I. Description of Improvement Work to be Performed:

The undersigned Quoting Contractor hereby proposes to perform all work necessary to complete the following described improvements for the City of Bloomfield, Iowa, (Owner): HMA resurfacing of Rebecca Drive and Nevelle Avenue in Bloomfield, Iowa.

II. Quoting Contractor's Price:

The Quoting Contractor agrees to perform all work necessary to complete the street improvements, as described above and as further described in the specifications, for and in consideration of the Owner's payment of the following prices which include all labor, materials, equipment, supervision, supplies, and related work required to perform the work and complete the improvements:

Item	Description	Quantity	Unit	Unit Price	Extension
1	Cleaning and Preparation of Base	0.23	Mile		
2	Pavement Scarification	95	S.Y.		
3	Hot Mix Asphalt, Standard Traffic, Intermediate	400	Ton		
4	Hot Mix Asphalt, Standard Traffic, Surface	400	Ton		
5	Traffic Control	1	L.S.		
6	Mobilization	1	L.S.		

Total Quoted Cost to Perform the Work: \$ _____

The Quoting Contractor hereby acknowledges receipt of the following Addenda:

Addendum No. _____ Dated: _____
 Addendum No. _____ Dated: _____

III. Quoting Contractor's Acknowledgments:

The Quoting Contractor hereby acknowledges the Owner reserves the right to:

1. Reject any, or all, competitive proposals. Award of the contract, if any, shall be made to be to the lowest responsive, responsible bidder.
2. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof.

IV. Quoting Contractor's Agreements:

The Quoting Contractor hereby agrees:

1. To enter into a Contract to perform the work with the Owner if this Competitive Quotation if selected in the Owner-approved form included in this RFP.
2. To provide insurance in the form and limits required by the Owner as provided in the Insurance Requirements included in the RFP.
3. The Contractor shall complete all improvements on or before December 15, 2023. The Contractor agrees to pay as liquidated damages the sum of \$500 per day for each calendar day beyond December 15, 2023, that the project is not accessible or completed.
4. To perform the work as described in the attached specifications.

V. Identity of the Quoting Contractor:

Quoting Contractor's Name	Street Address
---------------------------	----------------

City, State – Zip Code	Telephone Number
------------------------	------------------

Name and Title of Quoting Contractor's Representative Authorized to Execute Quotation

Contractor's Public Registration Number, issued by the Iowa Commissioner of Labor as required by Section 91C.5 of the Iowa Code: _____ - _____

VI. Quoting Contractor's Authorized Signature:

This Competitive Quotation executed this _____ day of _____, 2023, by _____, the duly authorized representative of the Quoting Contractor.

Signature of Quoting Contractor's Authorized Representative

AGREEMENT

THIS AGREEMENT, made as of _____, 2023,
between the City of Bloomfield, IA, (hereinafter called the OWNER)
and _____ (hereinafter called the CONTRACTOR).

WITNESSETH, that whereas the CONTRACTOR did submit to the OWNER a price quotation for Proposed Street Improvements – Rebecca Drive and Nevelle Avenue - Bloomfield, IA as described in the Request for Competitive Proposals prepared by French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa.

NOW THEREFORE, the CONTRACTOR is hereby bound along with all executors and assigns to furnish all necessary labor, materials, equipment, supervision, supplies, and services and to complete said work in accordance with said quotation.

In consideration of the completion by the CONTRACTOR, of the work embraced in this Contract in conformity with the documents, the OWNER hereby agrees to pay the CONTRACTOR an estimated total lump sum cost of \$ _____ based upon the CONTRACTOR's proposal as follows:

The following named documents constitute the Contract and they are as fully a part of the Contract as if hereto attached or herein repeated:

1. Agreement (This Instrument).
2. Request for Competitive Proposals.
3. Competitive Proposal.
4. Performance Bond.
5. Payment Bond.
6. Drawings.
7. Special Provisions.
8. General Conditions of Contract.

In the event any provision in any of the component parts of this Contract conflicts with any provision in any other component part, the provision in the first enumerated herein shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the day and year first above written.

OWNER:
CITY OF BLOOMFIELD, IOWA
By _____
Name _____
Title _____

(SEAL)
ATTEST:

Name _____

CONTRACTOR:
By _____
Name _____
Please Print
Address _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Bloomfield, Iowa
(Name of Owner)

111 West Franklin Street, Bloomfield, IA 52537
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

_____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Proposed Street Improvements - Rebecca Drive and Nevelle Avenue - Bloomfield, IA (22-108)

NOW, THEREFORE, 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 two-year guarantee period, and if the Principal 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.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anyway 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.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____
_____, 20____.

Witness - Signature

Principal (Legal Name of Contractor)
By _____
Signature (Title)

(Typed or Printed Name)

(Seal, if available)

Witness – Signature

Surety
By _____
(Attorney-in-Fact)

(Typed or Printed Name)

Attach Power-of-Attorney

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

City of Bloomfield, Iowa
(Name of Owner)

111 West Franklin, Bloomfield, IA 52537
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, \$(_____) in lawful money of
the United States, for the payment of which sum well and truly to be made, we bind ourselves,
successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the Owner, dated the _____ day of _____
_____, 20___, a copy of which is hereto attached and made a part hereof for the construction
of:

Proposed Street Improvements - Rebecca Drive and Nevelle Avenue - Bloomfield, IA (22-108)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, 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, coal and coke, 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 hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of the Contract or to work to be performed thereunder or the Specifications accompanying the same shall in anyway 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.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts,
(Number)
each one of which shall be deemed an original, this the _____ day of _____
_____, 20____.

Principal (Legal Name of Contractor)

By _____
Signature (Title)

(Typed or Printed Name)

Witness - Signature

(Seal, if available)

Surety
By _____
(Attorney-in-Fact)

(Typed or Printed Name)

Witness – Signature

Attach Power-of-Attorney

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**SECTION 2
GENERAL CONDITIONS OF CONTRACT**

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2.01 DEFINITIONS

Wherever used in the Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural form:

- (a) **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.
- (b) **AGREEMENT** – The written document signed by the Owner and the Contractor.
- (c) **BID** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.
- (d) **BIDDER** - Any person, firm or corporation submitting a bid for the work.
- (e) **BONDS** - Bid, Performance, and Payment Bonds and other instruments of security, furnished by the Contractor and the Contractor's surety in accordance with the Contract Documents.
- (f) **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.
- (g) **CONTRACT DOCUMENTS** – The Contract Documents include the Procedural Documents, General Conditions of Contract, Special Provisions, Standard General Specifications, and the Drawings.
- (h) **CONTRACT PRICE** - The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- (i) **CONTRACT TIME** - The number of calendar days, working days or the calendar time before a specified completion date stated in the Contract Documents for the completion of the work.
- (j) **CONTRACTOR** - The person, firm, or corporation with whom the Owner has executed the Agreement.
- (k) **DRAWINGS** - The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared by the Engineer.
- (l) **ENGINEER** - French-Reneker-Associates, Inc., Engineers & Surveyors, Fairfield, Iowa.
- (m) **NOTICE OF AWARD** - Written communication issued by the Owner or by the Engineer on behalf of the Owner, to the Contractor notifying the Contractor of the Owner's acceptance of bid.
- (n) **NOTICE TO PROCEED** - Written communication issued by the Owner or by the Engineer on behalf of the Owner, to the Contractor authorizing the Contractor to proceed with the work.
- (o) **OWNER** - A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.
- (p) **PROJECT** - The undertaking to be performed as provided in the Contract Documents.

- (q) CONSTRUCTION REPRESENTATIVE - An authorized representative of the Owner who is assigned to the project site or any part of the project.
- (r) SUBMITTALS – All drawings, diagrams, illustrations, brochures, information about materials, material certifications, and samples which are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor which illustrate how a specific part or portion of the work will be installed or material and equipment which will be incorporated into the work.
- (s) SPECIFICATIONS - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship. Specifications may include:
 - 1. Special Provisions which describe special features of the project and modify and supplement the Standard General Specifications. Whenever there is a variance or conflict between the Special Provisions and the Standard General Specifications, the Special Provisions shall govern.
 - 2. Standard General Specifications which describe the requirements of standardized items of work and materials such as might be found on many different jobs.
- (t) 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.
- (u) 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.
- (v) WORK - All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated into the project.
- (w) 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 completed, when posted by certified or registered mail to the party at last given address, or delivered in person to the party or authorized representative on the work.

PROSECUTION AND PROGRESS OF WORK

2.02 ELECTRONIC DATA FILE REQUEST AND USE

- (a) The use of electronic data files if they are available, may be requested by the Contractor for use by the Contractor on a project. The written request shall include the specific intended use.
- (b) Files provided by the Engineer shall be in the format readily available and directly able to be copied to an electronic media, i.e., compact disc. The Contractor shall agree to compensate the Engineer for any manipulation, conversion, or translation of the requested data. The Engineer makes no representation as to the compatibility of these files with the Contractor's hardware or software.
- (c) In accepting and utilizing any drawings, reports, or data on any form of electronic media generated and furnished by the Engineer, the Contractor agrees all such electronic files are instruments of service of the Engineer to the Owner. The Engineer shall be deemed the author, and shall retain all common law, statutory law, and other rights, without limitation, including copyrights.
- (d) The Contractor agrees to use the electronic files, in whole or in part, only for the specific intended use on the project. The Contractor agrees not to transfer these electronic files to others without the prior written consent of the Engineer. The Contractor further agrees to waive all claims against the Engineer and Owner, resulting in any way from any use of the electronic files for any specific intended use on this project or other project by anyone other than the Engineer.
- (e) The Contractor shall be aware differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Engineer and electronic files, the signed or sealed hard-copy construction documents shall govern. The Contractor shall be responsible for determining if any conflict exists. The Contractor shall not be relieved of the duty to fully comply with the Contract Documents by the use of the electronic files including the need to check, confirm, and coordinate dimensions and details, take field measurements, and verify field conditions.
- (f) In addition, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer and Owner, their officers, directors, employees, and subconsultants against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising from any use of the electronic files by anyone other than the Engineer.
- (g) Under no circumstances shall delivery of electronic files for use by the Contractor be deemed a sale by the Engineer, and the Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Engineer or Owner be liable for indirect or consequential damages as a result of the use or reuse of the electronic files.

2.03 SEPARATE CONTRACTS

- (a) 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 the 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 review and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results.

- (b) The Owner may perform additional work related to the project, or 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 the Owner is performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the work with theirs.
- (c) 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 of this work shall be given to the Contractor prior to the start of such additional work. If the Contractor believes the performance of such additional work by the Owner or others involves the Contractor additional expense or entitles the Contractor to an extension of the Contract Time, the Contractor may make a claim as provided in Section 2.08.

2.04 SUBCONTRACTING

- (a) 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.
- (b) 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.
- (c) The Contractor shall be fully responsible to the Owner for the acts and omissions of subcontractors, and persons either directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by the Contractor.
- (d) Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Owner.

2.05 ORDER OF WORK

- (a) At least one week prior to the preconstruction conference, the Contractor shall submit to the Engineer the proposed schedule for beginning and completing the work. At the end of each month, the Contractor shall submit a progress report and if necessary a revised work schedule. All work schedules shall be subject to the approval of the Owner.
- (b) The Contractor may work on Sundays, holidays, or between sunset and sunrise only with the Owner's permission. If such permission is granted the Contractor shall, at the option of the Owner, reimburse the Owner for any additional costs that may be incurred because of the unusual hours or days.

2.06 START TIME AND COMPLETION OF WORK

- (a) The time for completion of the work is an essential condition of the Contract Documents.
- (b) The Contractor shall prosecute the work in such a manner to complete the project within the completion time set forth in the Contract Documents. If the Contractor fails to complete the work within the time specified, the Contractor shall pay to the Owner the amount set forth in the Contract Documents as liquidated damages.

- (c) The Contractor may apply to the Owner for an extension of the completion time. If, in the opinion of the Engineer, there were sufficient causes for delay beyond the control of the Contractor, the Engineer may recommend the Owner grant the extension.

2.07 SUPERINTENDENCE AND WORKMANSHIP

- (a) The Contractor will supervise and direct the work. The Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor's supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- (b) The Contractor shall provide competent superintendents. The superintendent shall be authorized to act on behalf of the Contractor and any communication with the superintendent shall be considered as having been with the Contractor.
- (c) The Contractor shall be responsible for the conduct of their employees and shall keep on this project only competent superintendents, foremen, laborers, and other employees, and shall promptly remove from the project any employee who is incompetent, disorderly, or under the influence of alcohol or drugs.
- (d) Good construction practices shall be used for each phase of the work.

2.08 EXTRA WORK

- (a) 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 may be made which may require a Change Order. The adjustment in Contract time or the payment amount shall be by negotiated mutual agreement when possible.
- (b) When Extra Work is authorized for which there is no Contract or negotiated price, the Contractor will be paid the actual cost for furnishing materials and labor necessary to perform the work; with fifteen percent (15%) added for superintendence, overhead, bond, use of tools, and profit. In addition, the prevailing hourly rental will be paid for the time the Contractor's construction equipment is actually used on Extra Work, but no payment will be made for waiting time.
- (c) The Contractor shall submit to the Engineer for review an itemized account of costs charged to Extra Work within ten (10) days after completion of such work.

2.09 EMERGENCY WORK

- (a) In emergencies affecting the safety of persons, work, property at the site, or property adjacent to the work, the Contractor, without special instructions or authorization from the Engineer or the Owner, is obligated to act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice of any significant changes in the work or deviations from the Contract Documents.

CONTROL OF WORK

2.10 DRAWINGS AND SPECIFICATIONS

- (a) The Specifications give the character and type of work required, and materials to be used. In the Contract, the Drawings and Specifications are to be interpreted as mutually explanatory and supplementary. Therefore, any feature shown in one and not in the other, shall have the same effect and force as if shown in both.
- (b) It is the spirit and intent of the Drawings and Specifications to secure for the Owner the work described, complete in every respect, and the General Conditions shall be complied with, whether items are specifically mentioned or not.
- (c) Prior to prosecution of the work, the Contractor shall check all Drawings and shall immediately report all errors, discrepancies, and/or omissions discovered to the Engineer. Any adjustments made by the Contractor without prior approval shall be at the Contractor's own risk and the settlement of any complications arising from such adjustments shall be at the Contractor's own expense.
- (d) The Drawings, Specifications, and other material prepared by the Engineer are the Engineer's property and shall not be used on other work, but shall be returned to the Engineer upon completion of this project.

2.11 CHANGES IN DRAWINGS AND SPECIFICATIONS

- (a) The Engineer shall have authority to make minor changes in the work not involving major changes in cost or substantially changing the nature of the project.
- (b) Substantial changes involving changes in cost shall be authorized only by a Change Order signed by the Owner. The Owner may order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Price without invalidating the Contract.
- (c) Changes in costs shall be computed on the basis of the Contract unit prices whenever possible. If the unit prices cannot be applied, the changes in cost shall be computed as Extra Work (see Section 2.08) or negotiated at the option of the Owner.

2.12 SUBMITTALS

- (a) It shall be the Contractor's responsibility to see all equipment and materials incorporated into the project comply with the Specifications. Some type of documentation shall be provided for all equipment and materials incorporated into the work which demonstrate the materials comply with the Specifications. The Special Provisions may contain a specific list of submittals required for a specific project.
- (b) All project submittals shall be coordinated with the project schedule by the Contractor. Dates for submission shall provide a reasonable review time. A sufficient number of submittals shall be provided so the Engineer can retain three complete sets and the remaining returned to the Contractor following review.
- (c) Material certifications shall be written certification from the manufacturer stating the material to be supplied meets the specifications. The certification shall indicate which specifications the material meets such as the following examples: Iowa DOT Section 4131, ASTM D-3034, AASHTO M-252, etc.

General Conditions of Contract

- (d) After the Contractor's review, submittals shall be provided to the Engineer in a clear and thorough manner complete with respect to dimensions, design criteria, materials of construction, and like information to enable the Engineer to review the information as required. Submittals shall be identified by reference to both drawing sheets and specification section number. Minimum sheet size shall be 8½"x 11". Maximum sheet size shall be 24"x 36".
- (e) Product submittals shall be identified clearly as to material, manufacturer, and any pertinent catalog numbers, and the use for which intended. The information shall be sufficient and samples of sufficient size and quantity to clearly illustrate the functional characteristics of the item. This shall include integrally related parts and attachment devices, including equipment bases, as well as any full range of color, texture, and pattern.
- (f) The Contractor's responsibilities shall include:
 - 1. Review of all submittals prior to submission to the Engineer. All submittals shall bear a written statement identifying this review has been completed.
 - 2. Determination and verification of all field measurements, field construction criteria, catalog numbers, and similar data, and conformance to the specifications.
 - 3. Coordination of each submittal with the requirements of the work and the Contract Documents.
 - 4. Notification to the Engineer in writing at the time of submission, of any deviations in the submittals from the requirements of the Contract documents.
 - 5. The Contractor shall not begin fabrication, cause delivery of materials, or perform work which requires the material or equipment in the submittal until return of the submittals by the Engineer, which the Engineer has either marked "no exceptions noted" or "make corrections noted."
 - 6. All submittals shall contain a date of submission along with the dates of any previous related submissions: the project title; names of the contractor, supplier, and manufacturer; identification of the product with the specification number referenced; field dimensions clearly identified as such; relationship to adjacent or critical features of work or material; applicable standards such as ASTM or Federal Specification Numbers; identifications of revisions on all re-submittals; and a 3"x 6" blank space on an 8½" x 11" sheet for the Engineer's stamp.
- (g) Submittals sent to the Engineer without the information described in Section 2.12(f)1-6 may be returned to the Contractor without the Engineer's review.
- (h) The Contractor shall make corrections or changes in all submittals required by the Engineer and re-submit until they receive a "no exceptions taken" or "make corrections noted" status by the Engineer. Revised submittals by the Contractor shall indicate any changes made.
- (i) The Contractor shall have a complete set of submittals on the project site.
- (j) The Engineer shall review all submittals with reasonable promptness and in accordance

with the project schedule. The Engineer's review is only for general conformance of the design concept of the project and compliance with the information given in the Contract Documents. Review shall not extend to the means, methods, sequences, techniques, or procedures of construction or to safety precautions or programs. The Engineer shall affix a stamp and shall initial or provide a signature and shall indicate the status as follows:

1. No Exceptions Taken: Submittal has been reviewed and appears to be in conformance with the design concept of the project and the Contract Documents. The Contractor may proceed with the work detailed in the submittal.
 2. Make Corrections Noted: The submittal has been reviewed and appears to be in conformance to the design concept of the project and the Contract Documents except as noted by the Engineer. The Contractor may proceed with the work detailed in the submittal with modifications and corrections as indicated by the Engineer.
 3. Revise and Resubmit: The submittal has been reviewed and appears to not be in conformance to the design concept of the project or with the Contract Documents. The Contractor shall not proceed with of the work detailed in the submittal. Instead the Contractor shall make any corrections required by the Engineer and resubmit it for review.
 4. Reject: The submittal has not been reviewed because it is lacking the Contractor's approval statement or signature or because it is otherwise substantially contrary to the design concept of the project or the Contract Documents. The Contractor shall not proceed with the work as detailed in the submittal but instead shall cure defects and resubmit for review.
- (k) The Engineer's review of submittals shall not relieve the Contractor from the responsibility for any deviations from the Contract Documents unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of submission and the Engineer has given written concurrence pursuant to the Contract Documents to the specific deviation.

2.13 ENGINEER'S RESPONSIBILITIES

- (a) The Engineer shall be the interpreter of the conditions of the Contract. The Engineer shall impartially use the Engineer's powers under the Contract in an effort to achieve its faithful performance by both Owner and Contractor.
- (b) The Engineer, if contracted by the Owner to do so, may make visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. The Engineer will not be required to make exhaustive or continuous on-site reviews to check the quality or quantity of the work. The Engineer's efforts will be directed toward determining for the Owner whether the completed project will substantially conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, the Engineer will keep the Owner informed of the progress of the work and will endeavor to assist the Owner to obtain work as free of defects and deficiencies as circumstances will allow.

- (c) The Engineer shall, within a reasonable time after presentation, make decisions in writing on claims arising between the principals of the Contract and shall make interpretations of the Drawings and Specifications.
- (d) Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required by the Contract Documents, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor. The Engineer and the Owner will assume no responsibility for the suggested plan or method of work.
- (e) The Engineer does not guarantee the Contractor's faithful performance under the Contract or the detection of faulty performance if it occurs.
- (f) The Engineer will have authority to disapprove or reject work which is defective (which term is used to describe work that is unsatisfactory, faulty, or does not meet the requirements of any specified test, or has been damaged prior to approval of final payment). The Engineer will also have authority to require special review or testing of the work whether or not the work is fabricated, installed or completed.

2.14 CONSTRUCTION REPRESENTATION AT PROJECT

- (a) The Owner may appoint or employ (either directly or through the Engineer) Construction Representatives the Owner may deem proper, to observe the work performed under this Contract, to keep them advised of the Contractor's performance, and thus assist the Owner in obtaining work as free of defects and deficiencies as circumstances will allow.
- (b) Such Construction Representation shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Drawings and Specifications or any modification made within the terms of the Contract Documents.
- (c) The Construction Representative assumes no direction of employees of the Contractor or Subcontractors and no supervision of the construction activities or responsibility for their safety.
- (d) The Construction Representative shall have no authority to permit any deviation from the Drawings and Specifications except on written order from the Engineer. The Contractor will be liable for any deviation except on written order. If the Contractor believes the corrections as identified by the Construction Representative are not consistent with the obligations of the Contract, the Contractor may make written appeal to the Engineer for a decision.

2.15 COORDINATION WITH UTILITIES AND OTHER PARTIES

- (a) The Contractor shall conduct the work in such a manner to avoid as much as possible annoyance and inconvenience to the public, private businesses, and to other operations necessary to be carried on at the same site or adjacent thereto.
- (b) Whenever the work involves operations on highway right-of-way, railroad right-of-way, or private property not furnished by the Owner, the Contractor shall make necessary contacts and shall obtain permission from the proper authority before beginning work in the area involved. Upon request, evidence of this permission shall be filed with the Owner and Engineer. These other parties will be considered Reviewing Authorities for the work in which they have a legal interest and their approval shall be obtained, if required.

- (c) Before beginning work in areas where aboveground or underground utilities are located, the Contractor shall notify the owners of such utilities. The Contractor shall establish and maintain communication as may be required to coordinate utility relocation or protection with work to be done under this Contract.
- (d) Information on the Drawings concerning existing utilities and other existing conditions was obtained primarily for design purposes. This data is known to be incomplete and in some instances may be inaccurate. The Contractor shall regard this data as questionable until substantiated by the Contractor's own investigations.
- (e) The fact improvements may be shown, staked, or marked in a given location does not ensure the location is free from underground property, utilities, or obstacles.
- (f) The Contractor shall locate the existing underground utilities and facilities far enough in advance of the work to allow adequate time and opportunity for modification of the design as may be necessary.

2.16 ACCESS TO WORK

- (a) The Engineer 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 review 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, observation of the work, and any review or testing.
- (b) If any work is made inaccessible contrary to the instructions of the Engineer it must, if requested by the Engineer, be made accessible for observation and review at the Contractor's expense.

2.17 CORRECTION OF WORK

- (a) All work not constructed in strict accordance with the Drawings and Specifications or any approved modification shall be promptly replaced or otherwise promptly corrected by the Contractor at the Contractor's own expense free of all expense to the Owner.
- (b) The Contractor shall correct all defects and deficiencies, as they are revealed, whether revealed by the Construction Representative, Engineer, or otherwise, and without reference to any previous oversight in observation of work. Any defective material or workmanship may be rejected by the Engineer or the Owner at any time before the expiration of the guarantee period of the project, even though the same may have been previously overlooked and estimated for payment.
- (c) All defective materials shall be promptly removed from the vicinity of the work.
- (d) Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be made accessible by the Contractor. If the work in question has been done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If the work in question is found not in accordance with the Contract Documents, the Contractor shall pay said costs.
- (e) Should the Contractor fail or refuse to comply with the requirements of this Section, the Owner may withhold payment; proceed to terminate the Contract; or exercise other legally available options.

- (f) If, in the opinion of the Engineer, it is not feasible to correct work that was not performed in accordance with the Specifications, there shall be an equitable adjustment of the Contract price to compensate the Owner for the uncorrected work.

2.18 TESTS AND GUARANTEES

- (a) Test reports and guarantees shall be furnished by the Contractor for materials or equipment wherever specified in these Specifications or requested by the Engineer.
- (b) All costs of tests and trials shall be borne by the Contractor and shall be included in the Contract Price unless otherwise provided in the Special Provisions.
- (c) The approval of test results or the failure to require tests shall in no way modify the Contractor's responsibility to make sure all materials, equipment, and workmanship comply with the Drawings and Specifications.
- (d) The Contractor shall guarantee the completed facility against any failure due to faulty workmanship, materials, or equipment. The guarantee for street improvement projects shall remain in full force and effect for four (4) years after final acceptance of the project by the Owner. The guarantee period for other projects shall be two (2) years after final acceptance.
- (e) Failure in any part due to faulty workmanship, materials, or equipment within the guarantee period shall be promptly and satisfactorily remedied by the Contractor without expense to the Owner. Should the Contractor fail to act promptly upon notice of failure within the guarantee period, the Owner may make necessary repairs and charge the Contractor with the costs.
- (f) The Contractor shall be responsible, financially and otherwise, for any and all settlement of trench and other backfill which may occur until the expiration of the guarantee period. All damage caused by backfill settlement shall be repaired or replaced to the original or better condition. This includes but is not limited to pavement, top surfacing, driveways, areaways, curbs, gutters, walks, surface structures, utilities, drainage facilities, trees, shrubbery, etc., which have been removed or destroyed in connection with backfill replacement operations; and any and all damage claims filed with or without court actions brought against the Owner for and on account of any damage(s) or indirectly caused by said backfill settlement. The Contractor shall make all necessary replacements and repairs after written notification by the Owner of backfill settlement and resulting damage at any designated location(s).

2.19 MATERIALS, EQUIPMENT, AND SUBSTITUTIONS

- (a) It is understood, 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.
- (b) Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds.
- (c) 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 this

is referenced for the purpose of defining the performance or other salient requirements and other products of equivalent 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 and catalogue number. If in the opinion of the Engineer, such material, article, or piece of equipment is of equivalent substance and function specified, the Engineer may allow its substitution and use by the Contractor. The Contractor warrants if substitutes are allowed, 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.

- (d) If requested by the Engineer, the Contractor shall, before ordering, submit to the Engineer a list of the various materials, supplies, and equipment which the Contractor proposes to use, together with the names of the individual companies who will furnish or manufacture same and such other information (such as size, capacity, or rating) as may be required.
- (e) It shall be the responsibility of the Contractor to make sure items to be furnished fit the space available. The Contractor shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
- (f) All material and equipment shall be stored, handled, installed, and used in accordance with the manufacturer's recommendations, unless otherwise directed by the Engineer in writing.
- (g) The Contractor shall store and handle equipment and materials in such a way to prevent damage and deterioration. This responsibility shall rest with the Contractor even if the materials and equipment have been included in the monthly estimates paid by the Owner.
- (h) Materials, supplies, and equipment shall be in accordance with the samples submitted by the Contractor and reviewed by the Engineer.

2.20 STAKING LINES AND GRADES

- (a) The Engineer will provide stakes suitable for grade control on sewers, streets, and other similar improvements. For plants, buildings, and other similar improvements the Engineer will provide a site bench mark and reference points from which the Contractor shall do the detailed staking required for construction.
- (b) The Contractor shall give the Engineer at least one week notice when stakes will be needed and the order in which the stakes are desired. If heavy brush or other obstacles obstruct the location for the stakes, the Contractor shall clear it before staking is done.
- (c) If hubs or stakes are lost or destroyed during construction operations, the Contractor shall be responsible for their replacement.
- (d) The Contractor shall set sufficient batter boards and targets to provide a constant check. The Contractor will be responsible for detecting, and calling to the attention of the Engineer for corrections, any erroneous stake which can be detected by checking batter boards and targets.

2.21 TERMINATION OF CONTRACT

- (a) In the event any of the provisions of this Contract are violated by the Contractor, or by any of the Contractor's subcontractors, the Owner may serve written notice upon the Contractor and the Surety of the Owner's intention to terminate the Contract. Such notices shall contain the reasons for such intention to terminate the Contract. Unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement or correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate.
- (b) In the event of any such termination, the Owner shall immediately serve notice upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract. However, if the Surety does not commence performance within ten (10) days from the date of the mailing to such Surety of the notice of termination, the Owner may take over the work and prosecute the work to completion by other Contract or by force account at the expense of the Contractor. In such event, the Owner may take possession of and utilize in completing the work, materials, appliances, and plant which may be on the site of the work. The Contractor and the Contractor's Surety shall be liable to the Owner for any excess cost to the Owner for the completion of the work.

2.22 ARCHAEOLOGICAL OR HISTORICAL FINDS

- (a) If during the course of construction, evidence of deposits of archaeological or historical interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner, who shall notify the State Historical Preservation Office (SHPO).
- (b) No further disturbance, including backfilling, of the deposits shall ensue until the Contractor has been notified by the Owner work may proceed.
- (c) Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined by change order as provided in Section 2.08.

2.23 FUGITIVE DUST

- (a) Reasonable precautions shall be taken by the Contractor to prevent the discharge of particulate matter in quantities sufficient to create a nuisance, as defined in Iowa Administrative Code Section 567, and to prevent visible emissions beyond the lot line of the property on which the emissions originate. This is in addition to the Storm Water Pollution Prevention Plan (SWPPP) as specified in the Special Provisions.

2.24 SANITARY FACILITIES

- (a) The Contractor shall provide and maintain adequate sanitary facilities for the use of the employees and subcontractors. These facilities shall conform to local and State sanitary requirements.

2.25 HAZARDOUS OR TOXIC SUBSTANCES

- (a) The Contractor shall prevent any discharge, spillage, uncontrolled loss, seepage or filtration of oil or other petroleum or solid, liquid or gaseous products, or hazardous waste or any hazardous or toxic substances. The Contractor shall immediately notify the Owner, Engineer, and the Iowa Department of Natural Resources (IDNR), in the event any of the foregoing should occur as a result of the activities of the Contractor. The Contractor shall notify the IDNR, Engineer, and Owner of the occurrence of any spill of a hazardous waste, the presence of hazardous waste, or hazardous toxic substances, and shall in all respects comply with the environmental laws of the United States of America, the State of Iowa, and local governmental laws, rules, and regulations.

- (b) As used in this context, environmental laws mean the Federal Comprehensive Environment Response, Compensation and Liability Act, 42 U.S.C. Sections 9601-9657; the Hazardous Materials Transportation Act of 1975, 40 U.S.C. Sections 6901-6987, Chapter 455B of the Code of Iowa; or any other federal, state, or local statute law, ordinance, code, rule, regulation, order, decree, or regulation relating to or imposing liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material as now shall be in effect.
- (c) The Contractor agrees to hold harmless and indemnify the Owner and the Engineer from any and all liability for any discharge, spillage, controlled loss, seepage or filtration of oil or petroleum or solid, liquid, or gaseous products, or hazardous waste, or toxic substances or any kind as a result of the activities of the Contractor under this Contract.

2.26 PETROLEUM CONTAMINATED SOIL

- (a) The Contractor shall immediately notify the Iowa Department of Natural Resources (IDNR), Engineer, and Owner of the discovery of petroleum contaminated soil.
- (b) In the event petroleum contaminated soil is encountered the Contractor shall provide, either from the Contractor's staff or from outside of the Contractor's forces, personnel trained in the safety procedures necessary to provide a safe environment for all employees. No additional payment shall be made for providing the employees or employee training.
- (c) The Contractor shall furnish all equipment and materials necessary to provide a safe environment for the Contractor's employees as construction continues through an area contaminated by petroleum at no additional cost.
- (d) Construction operations through an area contaminated by petroleum are not a separate pay item and shall be included in the price bid for the construction. If the disposal or special handling of petroleum contaminated soil is required it will be considered Extra Work as described in Section 2.08 and shall be paid for by change order.
- (e) Operations and safety measures necessary for dealing with soils contaminated with hazardous materials other than petroleum shall be considered Extra Work as described in Section 2.08 and shall be paid for by change order.
- (f) Any changes in material brought about by encountering contaminated soils shall be considered Extra Work as described in Section 2.08 and shall be paid for by change order.

2.27 CLEANING UP

- (a) The Contractor shall keep all rubbish removed from the site as it occurs during the progress of the work. Before final acceptance, the site must present an appearance satisfactory to the Owner.

2.28 USE AND OCCUPANCY

- (a) The Owner shall have the right to use and occupy any completed or partially completed portion of the work. Such use shall in no way imply final acceptance of any part of the work.

2.29 CONTRACTOR'S PROJECT RECORDS

- (a) The Contractor shall keep one record copy of all Drawings, Specifications, Addenda, modifications, and Submittals at the site in good order and annotated to show all changes made during the construction process.
- (b) These shall be available to the Engineer and shall be delivered to the Engineer for the Owner upon completion of the project.

LEGAL RELATIONS AND RESPONSIBILITIES

2.30 BONDS

- (a) The Contractor shall furnish Performance and Payment Bonds in the general form included in the Contract Documents with an acceptable surety company as surety in the amount of at least one hundred percent (100%) of the Contract Price as security for the faithful performance of this Contract, and payment of all persons performing labor or furnishing materials or equipment in connection with this Contract. The bonds shall cover the guarantee as set forth in Section 2.18.

2.31 INDEMNIFICATION AND RESPONSIBILITY FOR DAMAGE CLAIMS

- (a) To the extent covered by the standard insurance forms provided under Section 2.37, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.
- (b) To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and its officers, agents, employees, and the Engineer from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contractor or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and
2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

- (c) In any and all claims against the Owner or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts of them may be liable, the indemnification obligation under this subsection 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 worker's compensation acts, disability benefit acts, or other employee benefit acts.

- (d) The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:
 - 1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or
 - 2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

provided the preparation or the giving or failure to give directions or instructions is the sole proximate cause of the injury or damage.

- (e) If any litigation on account of such claims shall be commenced against Owner, the Contractor, upon notice thereof from the Owner, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Owner on account of such claims for damages shall be conclusive as against said Contractor and entitle the Owner to recover the full amount thereof, with interest and cost, and attorney's fees incurred by the Owner whether the Owner paid such amounts or not.
- (f) The parties agree that it is their intent that there be no third party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

2.32 FEES AND PATENTS

- (a) The Contractor shall pay all applicable royalties and license fees. If the Contractor has reason to believe the design, process, or product specified is an infringement of a patent, the Contractor shall be responsible for any cost unless the Contractor promptly gives such information to the Engineer.
- (b) If any design, device, material, or process covered by letters, patent, or copyright is used by the Contractor, the Contractor shall provide for such use by legal agreement with the owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense for its use by the Owner.

2.33 SALES OR USE TAXES

- (a) Two options are available relating to the payment of Iowa Sales and Use Tax on materials incorporated into projects. The Notice to Bidders or Transmittal Letter will identify which method will be used on the project. The two methods are:
 - 1. The Contractor shall pay all state and local option Sales or Use Tax on materials incorporated into the project. The Contractor shall prepare and require their subcontractors to prepare, sign, and acknowledge before a Notary Public, Iowa Department of Revenue and Finance Form 35-002 listing their respective expenditures for all materials that become an integral part of the completed project the purchase price, the amount of Sales or Use Tax paid, the names of the materials suppliers, and all other information required to complete the form. All Contractors shall file with the Owner executed copies of these forms covering all materials incorporated by them or their subcontractors. Receipt of said executed forms by the Owner shall be a prerequisite to final acceptance of the project.

OR

2. Sales tax exemption certificates will be issued for this project. The Contractor and all subcontractors will not be required to pay sales taxes on materials incorporated into the project. The Contractor shall provide the Owner with the Contractor's State Employer's Identification Number, and a list, in writing, of all of the subcontractors with their State Employer's Identification Numbers, so exemption certificates can be issued. The State Employer's Identification Numbers should be submitted with the signed Agreement.

2.34 PERMITS AND COMPLIANCE WITH LOCAL LAWS

- (a) The Contractor shall obtain and pay for all permits, licenses, and bonds necessary for the prosecution of the work except as otherwise provided in the Special Provisions.
- (b) The Contractor shall be familiar with and comply with all Federal, State, and Municipal laws, ordinances, rules, regulations, and codes which bear upon the conduct of this work.
- (c) 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. 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 the Contract Documents are at variance therewith, the Contractor shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Section 2.08, Extra Work.

2.35 PROTECTION OF PROPERTY

- (a) The Contractor shall protect from injury all buildings, walls, fences, curbs, trees, pipes, sewers, wires, conduits, cables, survey markers, and other property subject to damage during the progress of the work. The Contractor will notify owners of adjacent utilities when the Contractor's work will affect them. Whenever underground property is encountered in the course of the work, no backfilling shall be done until the person responsible for such property has been notified by the Contractor and has approved the backfill that will affect their property.
- (b) Except as otherwise provided in the Special Provisions, all property (whether privately or publicly owned) which is disturbed or damaged during the progress of the work, shall be restored to its former condition or repaired to the satisfaction of the Owner.
- (c) If it is necessary in the prosecution of the work to interrupt or obstruct the natural drainage, or the flow in artificial drains, the Contractor shall provide drainage during the progress of the work in such a way no damage will result to either public or private interest. The Contractor will be held liable for any damage that occurs because of interruption of existing drainage patterns during construction.
- (d) Whenever blasting is necessary, the Contractor shall become familiar with and comply with all relevant laws, ordinances, and regulations. The Contractor shall also take any additional precautions necessary to prevent injury to persons or property. Should injury occur, it shall be the sole responsibility of the Contractor.
- (e) The Contractor shall provide and maintain sufficient warning signs, lights, and barricades on the work to mark all excavations and places dangerous to traffic and pedestrians. The

Contractor shall be responsible for all accidents which occur through negligence of their employees or subcontractors.

- (f) The Owner may, through the designated Construction Representative, require certain specific measures to protect people and property. Such requirements are to be considered as minimum, and their installation does not relieve the Contractor of taking such additional measures as may be necessary to achieve the protection of people and property specified in the preceding paragraphs.

2.36 PUBLIC SAFETY AND CONVENIENCE

- (a) The Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by the Contractor's operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.
- (b) The Contractor's special attention is directed to the Federal Occupational Safety and Health Act, and State Safety Laws. Neither the Owner nor the Engineer has the power under this Contract to interpret or enforce the Occupational Safety and Health Act, and State Safety Laws.
- (c) The prevention of injury due to the Contractor's operations is the sole responsibility of the Contractor. The involvement of the Engineer or the Construction Representative in conducting construction observations of the Contractor's work is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- (d) Before beginning construction, the Contractor shall contact persons responsible for ambulance service, police protection, fire protection, and other emergency services that might be affected by construction activities. The Contractor shall, in cooperation with these people develop such plans of scheduling and operations as are necessary to avoid interruption of emergency services.
- (e) The Contractor shall at all times conduct the work to assure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to assure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper authorities.
- (f) Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.
- (g) Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches.
- (h) All traffic control signs shall be protected from damage and any signs removed shall be re-erected by the Contractor prior to opening the street to traffic.

INSURANCE

2.37 CONTRACTOR'S INSURANCE

- (a) The Contractor shall secure and maintain such insurance from an insurance company acceptable to the Owner and authorized to write casualty insurance in the State where the work is located which will protect the Owner, Engineer, Contractor, and Subcontractors from claims for bodily injury, death or property damage which may arise from operations under this Contract. The Owner, Engineer, and Subcontractors shall be listed as "additional insured."
- (b) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance required under this Contract and have filed the certificate of insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without fifteen (15) days written notice to the Owner of intention to cancel.
- (c) Insurance types and minimum limits of coverage have been determined by the Owner and are set forth in the Special Provisions.

MEASUREMENT & PAYMENT

2.38 QUANTITIES

- (a) The estimated quantities of work stated in the Bid and Contract are given to serve as a basis for formulating and comparing bids and for determining the amount of consideration of the Contract.
- (b) The Contractor may expect a reasonable variation in the final quantities from the estimated quantities. The Contractor will be allowed no claims for anticipated profits, or loss of profits, or damages of any sort because of difference between the estimate of any item and the amount of any item actually required, or because of omission of any part of the work included in the estimated quantities, so long as the final project cost is not less than seventy-five percent (75%) of the original Contract Price.

2.39 PAYMENTS

- (a) Payment for special assessment projects will be made in the manner set forth in the Notice of Public Hearing and Notice to Bidders. Payment for other projects will be made in the manner described below.
- (b) Payments will be made monthly at the Contract unit prices based upon estimates submitted by the Contractor and reviewed by the Engineer for work completed in accordance with the Specifications, and not included in payment of previous estimates. Estimates of lump sum items, except for mobilization (see Section 2.40) will be based upon percentage of completion of the items involved.
- (c) Payment for materials and equipment on hand, owned by the Contractor which will be incorporated into the work, may be included in monthly estimates; provided such material and equipment was not included in the payment of any previous estimate. An invoice indicating the amount paid for the materials and equipment shall be provided to the Engineer with the payment request.

- (d) In making payment of monthly estimates, a percentage as specified in the Notice to Bidders or Information for Bidders will be retained from each estimate.
- (e) Payment of retained percentages shall be made as provided in the Notice to Bidders or Information for Bidders.
- (f) Final payment shall be full compensation to the Contractor for furnishing all necessary labor, materials, equipment, tools, and services and completing the project in accordance with the Drawings and Specifications, and for paying all taxes and other incidental costs.
- (g) The making and acceptance of final payment shall constitute a waiver of all claims by the Owner against the Contractor other than those arising from unsettled claims, from defective work appearing after final inspection, or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified in the Contract Documents, and a waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

2.40 MOBILIZATION

- (a) If mobilization is included as a bid item, this work shall consist of preparatory work and operations, including but not limited to, the movement of personnel, equipment, supplies, etc., to and from the project site or costs incurred prior to beginning work on the project.
- (b) If the Contract Documents include a bid price for mobilization, the Contractor shall have a lump sum price for mobilization. The Contractor shall indicate the bid price in dollars, and this shall be the Contract price for this item.
- (c) Partial payments for this item shall be made as follows:
 - 1. When 5 percent of the original Contract sum is earned, 25 percent of the Contract price for this item or 2.5 percent of the Contract sum, whichever is less, shall be paid.
 - 2. When 10 percent of the original Contract sum is earned, 50 percent of the Contract price for this item or 5 percent of the Contract sum, whichever is less, shall be paid.
 - 3. When 50 percent of the original Contract sum is earned, 90 percent of the Contract price for this item or 10 percent of the Contract sum, whichever is less, shall be paid.
 - 4. Upon completion of all work on the project required by the Contract, full payment shall be made for this Contract item.

SPECIAL PROVISION
GENERAL INFORMATION

The Specifications consist of the Standard General Specifications and the Special Provisions. The Standard General Specifications describe the requirements of standardized items of work and materials such as might be found on many different jobs.

The Standard General Specifications shall mean the Statewide Urban Standard Specifications (SUDAS) 2023 Edition. Referenced SUDAS Figures are included (in yellow) at the back of these specifications. The SUDAS Specifications are available electronically at this web address: <http://www.iowasudas.org>.

Also referenced are the Standard Specifications of the Iowa Department of Transportation (DOT) Series 2023, as amended by General Supplemental Specifications GS-23001 dated October 17, 2023. These Specifications may be acquired from: Iowa Department of Transportation, Office of Accounting, 800 Lincoln Way, Ames, Iowa 50010. The Iowa DOT Specifications are also available electronically at this web address: www.iowadot.gov/erl/index.html.

Unless otherwise specified in the Special Provisions, the Iowa DOT and SUDAS Specifications shall not apply to General Conditions of the Contract, definition of Pay Items, measurement of quantities, or payment.

The Special Provisions describe special features of this project, and modify and supplement the Standard General Specifications. Whenever there is a variance or conflict between the two, the Special Provisions shall govern.

The Special Provisions are comprised of the following Sections:

- Section 3 General
 - 3.01 Description of Proposed Improvements
 - 3.02 Insurance
 - 3.03 Temporary Traffic Control
 - 3.04 Submittals

- Section 4 Hot Mix Asphalt
 - 4.01 General
 - 4.02 Pavement Scarification
 - 4.03 Base Preparation
 - 4.04 Tack Coat
 - 4.05 HMA Intermediate
 - 4.06 HMA Surface
 - 4.07 Drainage
 - 4.08 Headers and Surface Runouts

- Section 5 Description of Pay Items and Basis of Compensation
 - 5.01 General
 - 5.02 Pay Items and Basis of Compensation

SECTION 3
GENERAL

3.01 Description of Proposed Improvements

(a) It is the intent of the drawings and specifications to provide for the pavement resurfacing of Rebecca Drive and Nevelle Avenue.

(b) The locations, details of construction, and other features of the proposed improvements are shown on the drawings.

3.02 Insurance

(a) The Owner has determined that the Contractor shall carry the kinds and minimum amounts of insurance as listed in this Section. The Owner retains the option to approve variations from the limits specified. All of said insurance shall be written by insurance companies authorized to do business in the State of Iowa. All certificates of insurance shall be delivered to the Owner and Engineer with the signed Agreement.

(b) Insurance types and minimum limits shall be:

<u>Type</u>	<u>Minimum Amount</u>	
Commercial General Liability	General Aggregate	\$ 1,000,000
	Products and Completed Operations – Aggregate	\$ 1,000,000
	Personal and Advertising Injury	\$ 500,000
	Each Occurrence	\$ 500,000
Automobile Liability – Any Auto	Combined Single Limit	\$ 1,000,000
Excess Liability – Umbrella Form	Each Occurrence	\$ 2,000,000
Workers' Compensation and Employees' Liability (Statutory)	As required by State Law	

(c) Nearly all risk (subject to normal exclusions), Builders Risk, or Installation Floater Insurance for the value of materials supplied and stored on the project site shall be supplied by the Contractor.

(d) The Commercial General Liability coverage shall include Explosion, Collapse, and Underground Hazards (XCU Coverage).

3.03 Temporary Traffic Control

(a) The Contractor be responsible for temporary traffic control in accordance with SUDAS Section 8030.

(b) One lane of traffic shall remain open at all times throughout the project.

(c) The Contractor shall notify residences, the City, and emergency personnel 24 hours in advance of lane closures.

3.04 Submittals

(a) Project submittals shall be in accordance with Section 2.12 of the General Conditions. A specific list of submittals required for this project is listed in this Section.

(b) Material certifications shall be submitted for the following items:

1. Hot mix asphalt (binder, aggregates, and mix designs)

SECTION 4
HOT MIX ASPHALT

4.01 General

(a) The work covered by this section includes the hot mix asphalt (HMA) resurfacing, preparing the streets to be surfaced, applying the tack coat, applying the HMA, and other miscellaneous construction.

(b) Except as otherwise specified herein, materials and workmanship shall conform to applicable portions of Iowa DOT Section 2303 and the drawings. The HMA mixture for the intermediate and surface courses shall be HMA Standard Traffic (ST) intermediate, 1/2-inch, PG 58-28S, and HMA ST surface, 1/2-inch, PG 58-28S, 75% crushed. The quantity of asphalt binder used in the mixture will not be measured for payment but shall be included in the price for the HMA.

(c) The Contractor shall prevent tracking or spreading of tack or other asphaltic material outside the paving limits. No material of any nature shall be piled on the ground back of the curbs. At least one wheelbarrow shall be kept on the job solely for use in the cleanup of waste material. All waste material shall be cleaned up and disposed of as closely as practicable behind the paving operation.

4.02 Pavement Scarification

(a) The milling of headers in asphalt or concrete surfaces shall be as noted on the drawings and shown on Iowa DOT Standard Road Plan PR-202 (a copy provided at the end of Section 4).

(b) Milling equipment shall be capable of removing up to a total of 3 inches of the existing pavement surface in one or more passes.

(c) A street sweeper with a dust suppressor shall be used to clean the final surface after milling.

4.03 Base Preparation

(a) Before any HMA intermediate is placed, the old pavement surface shall be cleaned and prepared as specified in Iowa DOT Section 2212.03B.

(b) HMA surface patches shall be provided for base repair as specified in Iowa DOT Section 2212.03B before the placement of the intermediate course.

(c) The cost of HMA surface patches shall be included in the bid price for cleaning and preparation of base.

4.04 Tack Coat

(a) A tack coat shall be applied prior to placing each HMA lift in accordance with Iowa DOT Sections 2303.02E and 2303.03C. A tack coat shall be sprayed on the vertical face of all fixtures, curb and gutter units, milled headers, longitudinal joints, cold mixtures, etc., to facilitate a tight joint with the hot mixture.

(b) The Contractor shall take necessary measures to ensure the tack material is not sprayed on the top portions of the curb, ground back of the curbs, or other areas not to be covered with the HMA mat.

(c) After the tack coat is applied, if there is a delay in the construction of the HMA surface or if the street is opened to traffic, sand cover shall be spread evenly over the tack coat at the rate of 3 to 7 pounds per square yard. The surface shall be tacky when the HMA is laid.

(d) Tack coat bitumen will not be paid for separately. Payment for the tack coat will be included in the payment for the HMA.

4.05 HMA Intermediate

(a) The width and thickness of the intermediate course vary throughout the project. The typical sections on the drawings show the intermediate course for each street segment.

(b) The intermediate course shall be used over the resurfacing area to fill major depressions, build up the crown, or both.

(c) The materials and the construction methods used shall be the same as specified in Section 4.06 for the surface course.

4.06 HMA Surface

(a) The width and thickness of the surface course varies throughout the project. The typical sections on the drawings show the surface course for each street segment.

(b) Thickness will vary as directed by the Engineer to blend the resurfacing in with existing driveways, curbs, alleys, adjoining streets, and the existing cross slopes.

(c) Longitudinal grade shall be established by the use of a screed control sensor operating from a ski.

(d) Except as otherwise specified herein, materials and workmanship shall conform to applicable portions of Iowa DOT Section 2303.

(e) The density of the completed mat shall be as required for Class 1 compaction, as specified in Iowa DOT Section 2303.03C.

4.07 Drainage

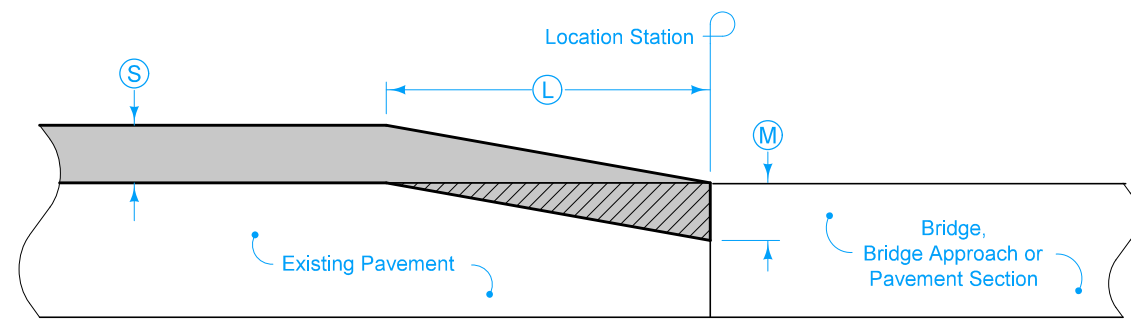
(a) The Contractor shall use a level or other necessary means to make sure the asphaltic concrete is laid in such a way as to provide drainage. At flat intersections and other places where drainage is difficult, the Contractor shall check drainage across the surface by running water on it during the rolling operation.

(b) After the construction is complete, the Contractor shall demonstrate that flat areas will drain by running water across them. The water will be supplied by the City at no expense to the Contractor. Should this test reveal avoidable puddles, the Contractor shall correct them at the Contractor's own expense.

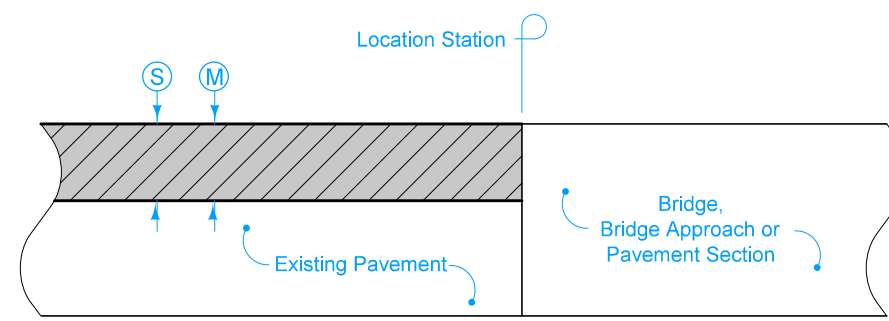
4.08 Headers and Surface Runouts

(a) All edges of the HMA resurfacing that do not abut curbs or milled headers shall have runouts unless otherwise indicated on the drawings or designated by the Engineer.

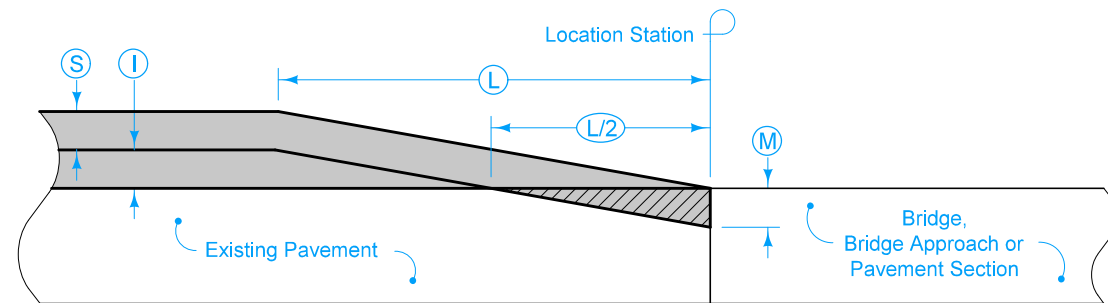
(b) During construction, the Engineer will mark the location for headers and surface runouts. The headers shall be of sufficient length to provide a smooth riding surface. In no case shall they be less than 5 feet in length.



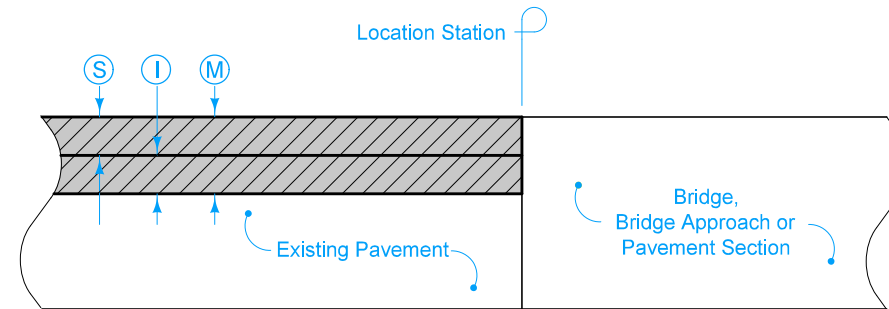
TYPE 'N1'
SURFACE NOTCH FOR
SINGLE COURSE RESURFACING



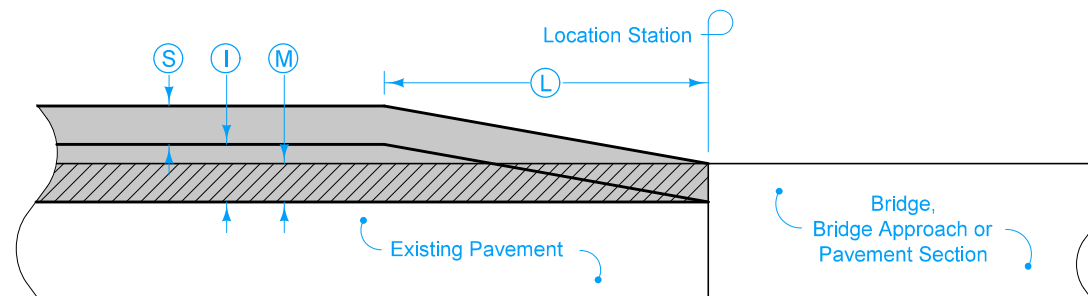
TYPE 'N2'
SINGLE COURSE
RESURFACING OF MILLED AREAS



TYPE 'N3'
SURFACE NOTCH - INTERMEDIATE
RUNOUT FOR DOUBLE COURSE RESURFACING



TYPE 'N4'
DOUBLE COURSE
RESURFACING OF MILLED AREAS



TYPE 'N5'
SURFACE NOTCH - INTERMEDIATE RUNOUT
FOR RESURFACING OF MILLED AREAS

- (S) Surface Course
- (I) Intermediate Course
- (L) Runout Length
- (M) Milling

Posted Speed Limit (mph)	Runout Ratio (ft per inch)
Over 40	50
20 to 40	25
Under 20	10*

* Based on turning maneuvers at side roads and intersections.

Possible Contract Item:
Pavement Scarification

Possible Tabulations:
100-25
102-16

	REVISION	
	New	10-21-14
STANDARD ROAD PLAN		PR-202
		SHEET 1 of 1
REVISIONS: New. Replaces 7305, 7306, 7307, 7308 and 7309.		

Shawn Miller
APPROVED BY DESIGN METHODS ENGINEER

**NOTCHES FOR RESURFACING
(WITH OR WITHOUT RUNOUT)**

SECTION 5
DESCRIPTION OF PAY ITEMS
AND BASIS OF COMPENSATION

5.01 General

(a) The items listed and described in Section 5.02 are those upon which bids shall be taken. Any part of the improvement not specifically included as a Pay Item shall be considered as incidental to the Pay Items and covered in the Contract price.

(b) Unless otherwise specifically stated, the Contract price shall be full compensation to the Contractor for furnishing all labor, materials, equipment, tools, supervision, and incidentals and completing the improvement according to the drawings and specifications.

5.02 Pay Items and Basis of Compensation

(1) Cleaning and Preparation of Base. This item includes the cleaning and preparation of the base, including surface patches, as shown on the drawings and described in Section 4. Compensation shall be at the Contract price per mile of cleaning and base preparation.

(2) Pavement Scarification. This item includes the milling of the existing surfaces as shown on the drawings or marked in the field and as described in Section 4. Compensation shall be at the Contract price per square yard of milling.

(3) Hot Mix Asphalt, Standard Traffic, Intermediate. This item includes the HMA, Standard Traffic, intermediate course furnished and placed as shown on the drawings and described in Section 4. Compensation shall be at the Contract price per ton of HMA intermediate furnished and placed, including the asphalt binder and quality control.

(4) Hot Mix Asphalt, Standard Traffic, Surface. This item includes the HMA, Standard Traffic, surface course furnished and placed as shown on the drawings and described in Section 4. Compensation shall be at the Contract price per ton of HMA surface furnished and placed, including the asphalt binder and quality control.

(5) Traffic Control. This item includes traffic control as described in Section 3. Compensation shall be at the Contract lump sum price.

(6) Mobilization. This item includes mobilization as described in Section 2.40. Compensation shall be at the Contract lump sum price, with partial payments being made as described in Section 2.40.