

**SPECIFICATIONS
FOR
12TH AVE. AND US 52 TRAFFIC SIGNAL
FROM 13TH AVE. TO 12TH AVE.**

DYERSVILLE, IOWA

**SPECIFICATIONS
FOR
12TH AVE. AND US 52 TRAFFIC SIGNAL
FROM 13TH AVE. TO 12TH AVE.
DYERSVILLE, IOWA**

 <p>ANTHONY T. BARDGETT 18940 IOWA</p>	<p>I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.</p> <p><i>Anthony Bardgett</i> 11-17-25 _____ ANTHONY T. BARDGETT, P.E. DATE</p> <p>MY LICENSE RENEWAL DATE IS DECEMBER 31, <u>2025</u> . LICENSE NO. <u>18940</u></p> <p>PAGES OR SHEETS COVERED BY THIS SEAL:</p> <p>_____</p> <p>_____</p> <p>_____</p>
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NOTICE OF HEARING AND LETTING

Sealed bids will be received by the City of Dyersville, at City Hall, 340 1st Avenue E, Dyersville, IA 52040, until 1:00 p.m. on Thursday, December 4th, 2025 for the following described public improvement:

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Dyersville City Council at their meeting on Monday, December 15th, 2025 at which time the Council may take action on the proposals submitted or at such time as may then be fixed.

Electronic copies of the Plans, Specifications, Estimate of Construction Cost, and a plan holders list can be downloaded at QuestCDN.com; Project No. 9943050

The extent of work on this project is the furnishing of all labor, equipment, and materials for the construction of improvements generally described as follows:

Installation of a traffic signal at 12th Avenue and US 52 in Dyersville. Work items included in the project are traffic signals, grading, curb and gutter, HMA patching, storm sewer and intakes, sidewalks, driveways, pavement markings, signage, erosion control.

The kinds of materials, estimated quantities, and work to be done for the project on which bids will be received are as shown on the bid proposal for said project.

All work is to be done in strict compliance with the Plans and Specifications prepared by Kirkham Michael & Associates, Inc. which have been heretofore approved by the City Council and which are now on file for public examination in the office of the City Clerk.

A sales tax exemption certificate will be available for all materials purchased for incorporation in the project.

All bids shall be made on a form furnished by the City and shall be filed on or before the time specified above, in a sealed envelope addressed to the City Clerk of Dyersville, Iowa, clearly stating that the envelope contains a bid on this project. Each proposal shall be accompanied by a bid bond, a cashier's or certified check drawn on an Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the total amount of the bid. If a bid bond is submitted it must be on the form provided with the contract documents.

The bid security submitted should be made payable to the City of Dyersville, Iowa, and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Dyersville as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on the form provided by the City at prices bid and shall furnish the required performance and payment bond to the City. If the bidder fails to execute the contract and to furnish an acceptable performance and payment bond or provide a Certificate of

NOTICE OF HEARING AND LETTING

Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

The successful bidder will be required to furnish a performance and payment bond in the amount of one hundred percent (100%) of the contract price guaranteeing faithful performance of the contract and guaranteeing payment to all persons supplying labor and/or materials in the execution of the work provided for in the contract. Additionally the contractor must provide the City with a guarantee of maintenance of said improvement in the form of surety for a period of four (4) years from the time of acceptance by the City.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

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

If it is determined that adherence to these Iowa statutory requirements may cause denial of federal funds which would otherwise be available for a public improvement, or would otherwise be inconsistent with requirements of any federal law or regulation, the application of Iowa Code Chapters 73 and 73A shall be suspended to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

Work on the project shall commence no later than April 6, 2026. Two-way traffic on US 52, 12th Avenue and 13th Avenue shall remain open throughout the duration of the project. Project completion shall be June 26th, 2026. Project completion requires the traffic signals to be functioning as designed and all roadways be finished and open to traffic. Liquidated damages in the amount of One Thousand dollars (\$1,000.00) per day will be assessed for each day that the work remains uncompleted after the end of the specified contract period.

Payment for the work will be made by the City in cash from such funds as may be legally available including cash on hand, proceeds from the sale and issuance of General Obligation Bonds and such other funds including the proceeds from the sale and issuance of such other bonds as may lawfully be issued as the City Council may at its sole discretion determine and provide.

NOTICE OF HEARING AND LETTING

Payment will be made to the contractor based on monthly estimates in amounts equal to ninety-five (95%) percent of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor on the first day of the month, subject to the approval of the Engineer. Any such payment by the City shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment by the City will be made in accordance with Iowa statues and the contract documents.

Questions shall be submitted to Anthony Bardgett, P.E. at Kirkham, Michael & Associates, Inc. 563-920-1175 or abardgett@kirkham.com

The City reserves the right to reject any and/or all bids and to waive any and/or all technicalities and/or all irregularities.

Mick Michel
City Administrator

Publish: November 17, 2025

INSTRUCTIONS TO BIDDERS

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

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1. GENERAL STATEMENT

- 1.1 It is proposed under these Specifications to provide for furnishing completely the Contract requirements set forth in the Detailed Specifications.
- 1.2 The purpose of these Specifications is to require the furnishing of highest quality equipment, material, and workmanship, in accordance with these Specifications and best accepted practice.
- 1.3 The Bidder is expected to base his Bid on materials and equipment complying fully with the Plans and Specifications. In the event the Bid is based on material or equipment which does not conform, the Bidder will be held responsible for furnishing materials and equipment which conform fully at no change in the Bid Price.
- 1.4 Each Bidder in submitting their Bid, acknowledges their willingness to comply with the terms of these Contract Documents.

2. LAWS AND REGULATIONS

- 2.1 Attention of all Bidders is called to Federal, State, and Municipal laws, regulations and ordinances in reference to labor, materials, equipment, Bonds (Bidding, Performance, and Guarantee), and all other matters pertaining to the relationship between Owner, Contractor, and Engineer.

INSTRUCTIONS TO BIDDERS

3. BIDDER'S KNOWLEDGE

- 3.1 Bidders shall familiarize themselves with the Specifications and conditions which will affect the construction. It will be the responsibility of the Bidder to make a personal examination of the job site and the physical conditions which may affect their bidding and performance under the Contract.

4. BIDDER'S QUALIFICATIONS

- 4.1 Bidders will be required to satisfy the Owner as to their integrity, experience, equipment, personal, and financial ability to perform the work.
- 4.2 If successful Bidder is a non-Iowa Corporation, proof shall be submitted to the Owner, prior to the execution of the Contract, of authorization by the Secretary of State to do business in Iowa.

5. METHOD OF BIDDING

- 5.1 Bidders shall submit Lump Sum Bid and Unit Price Bids, as required for the work covered by the Plans and Specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 5.2 In the event of discrepancies between Unit Prices and Unit Price Extensions listed in the Bidder's Proposal, Unit Prices shall govern and Unit Price extensions shall be corrected, as necessary, for agreement with Unit Prices.
- 5.3 Bids will be computed on the basis of the work shown on the Plans and Specifications. If Unit Price Bids are called for, quantities are approximate and only for comparison of Bids. Engineer retains right to change location, quantities, and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis for final quantities of completed work.
- 5.4 Unit Prices for payment items included in the Specifications, but not listed in the Proposal, will be negotiated, if needed.
- 5.5 Award of the Contract will be made to the lowest responsible/responsive Bidder.

INSTRUCTIONS TO BIDDERS

6. SUBMISSION OF BIDS

6.1 Bids shall be submitted on the Proposal form included herewith. The Proposal and Bid Security shall be submitted in separate sealed envelopes. The envelopes shall bear the return address of the Bidder and shall be addressed as follows:

TO: City Clerk
City of Dyersville
340 1st Ave E
Dyersville, Iowa 52040

PROPOSAL FOR: US 52 AND 12TH AVE TRAFFIC SIGNAL
FROM 13TH AVE TO 12TH AVE

BID SECURITY FOR: US 52 AND 12TH AVE TRAFFIC SIGNAL
FROM 13TH AVE TO 12TH AVE

6.2 The Bid shall be signed by a legally authorized representative of the Bidder.

7. BID SECURITY

7.1 Each Bid shall be accompanied by Bid Security as set out in the NOTICE OF HEARING AND LETTING.

7.2 The Bid Security shall be made payable to the CITY CLERK, CITY OF DYERSVILLE, IOWA and not contain any conditions either in the body or as an endorsement thereon. This bid security is provided to the City of Dyersville as security that if the bidder is awarded the contract by the City, the bidder will enter into a contract on a form provided by the City at prices bid and shall furnish to the City an acceptable performance bond, payment bond, and certificate of insurance meeting the requirements of the specifications including, but not limited to, naming the City and the Engineer as additionally insured. Bid Security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into Contract and furnish acceptable bonds or provide a certificate of insurance within (10) calendar days after his proposal has been accepted.

7.3 Bid Security of the unsuccessful Bidders will be returned as soon as the Successful Bidder is determined or within thirty (30) days, whichever is sooner; Bid Security of Successful Bidder will be returned upon execution of Contract and furnishing of Bonds.

7.4 Use Bid Bond form included with Specifications.

INSTRUCTIONS TO BIDDERS

8. WITHDRAWAL OF BIDS

8.1 Bids may be withdrawn any time prior to the scheduled closing time for receipt of Bids, but no Bid may be withdrawn for a period of thirty (30) calendar days thereafter.

9. EVALUATION OF BIDS

9.1 The Owner may consider such factors as Bid Price, experience and responsibility of Bidder, and similar factors in determining which Bid it deems to be in its best interest.

9.2 The Owner may reject any or all Bids, waive informalities, or technicalities in any Bid, and accept that Bid which it deems to be in its best interest.

10. TAXES

10.1 A sales tax exception certificate will be available for all material purchased for incorporation in the project.

11. CONTRACT TERMINATION

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

12. PREFERENCE FOR LABOR AND MATERIALS

12.1 By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes; provided that the award of Contract will be made to the lowest responsible Bidder submitting the lowest responsive Bid, which shall be determined without regard to State or local law whereby preference is given on factors other than the amount of the Bid.

13. EXECUTION OF CONTRACT

13.1 The Successful Bidder shall, within ten (10) days of written Notice of Selection, enter into written Contract with the Owner on forms included with the Specifications for the performance of work awarded to the Successful Bidder.

INSTRUCTIONS TO BIDDERS

14. QUESTIONS AND ADDENDA

- 14.1 If any person contemplating submitting a Bid for the proposed work, material, or equipment is in doubt as to the true meaning of any part of the Plans, Specifications, or other Contract Documents, the Bidder may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.
- 14.2 Questions concerning interpretation or intent of the Contract Documents should be directed to:
- Anthony Bardgett, P.E.
Kirkham Michael & Associates, Inc.
4515 N River Blvd NE, Suite 200
Cedar Rapids, IA 52411
563-920-1175
- 14.3 Any oral interpretation given will be valid only if confirmed by written Addendum. Information obtained from an officer, agent, or employee of the Owner shall not affect the risks or obligations assumed by the Contractor or relieve the Contractor from fulfilling any of the conditions of the Contract.
- 14.4 The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of Bids. Such revisions and amendments, if any, will be announced by an Addendum or Addenda to the Contract Documents.
- 14.5 Copies of such addenda as may be issued will be furnished to all holders of Specifications.
- 14.6 Bidders are required to acknowledge receipt of all Addenda by listing such Addenda in Proposal.

15. PRECONSTRUCTION CONFERENCE

- 15.1 Following the award of Contract, the Contractor and the Contractor's Subcontractors will be required to attend a Preconstruction Meeting at a time and place designated by the Engineer.

16. APPROVAL OF MATERIALS

- 16.1 Approval of substitutions of any materials or equipment other than that specified shall be obtained in writing from Engineer. Otherwise, it will be assumed the Contractor will furnish materials or equipment specified.

17. PERIOD OF GUARANTEE AND BONDS

INSTRUCTIONS TO BIDDERS

- 17.1 Performance Bond furnished by the Contractor shall remain in full force and effect until all bills are paid.
- 17.2 Maintenance Bonds will remain in full force and effect from the date of acceptance by the Owner for the period set out in the REGULATIONS OF THE CONTRACT.

18. METHOD OF PAYMENT

- 18.1 Payment to the Contractor will be made by the City in cash, or its equivalent, as set out in the NOTICE OF HEARING AND LETTING.
- 18.2 No separate payment will be made for work covered in this part of the Specifications except as set out below. Contract Unit and Lump Sum Prices shall include all costs for every item of work.
- 18.3 If items of work are revised during construction, which are not shown on Proposal, Contract Price shall be adjusted on basis of Unit or Lump Sum Price negotiated with Contractor.

19. IOWA RECIPROCAL PREFERENCE

- 19.1 In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully complete Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Proposal. Any Proposal that does not include a fully complete Bidder Status Form may result in the Proposal being determined non-responsive.

PROPOSAL

**US 52 AND 12TH AVE TRAFFIC SIGNAL
FROM 13TH AVE TO 12TH AVE
DYERSVILLE, IOWA**

PROPOSAL:

TO FURNISH ALL MATERIALS, TOOLS AND EQUIPMENT AND TO CONSTRUCT IMPROVEMENTS AS SPECIFIED HEREIN:

NAME OF BIDDER _____

ADDRESS OF BIDDER _____

**TO THE: CITY COUNCIL
 CITY OF DYERSVILLE
 340 1ST AVE E
 DYERSVILLE, IOWA 52040**

The Undersigned as a Bidder declares that he has examined the location of the proposed work and determined the amount and character of the proposed work and the material and equipment necessary to complete same in compliance with the Specifications, Plans, Contract, and Addenda number ____, ____, and ____.

The Undersigned states that he has been engaged in Contract work of this class for a period of ____ years and invites your attention to the following work that has been completed under his direction:

PROPOSAL

(Certified Check)
The Undersigned submits herewith a (Bid Bond) in the amount of
(Cashier's Check)
(\$ _____) which shall become the property of the
City of Dyersville, Iowa, should the Undersigned fail or refuse to execute a contract and to
furnish Bond as called for in the Specifications within the time provided.

The Undersigned Bidder certifies that this Proposal is made in good faith, without collusion or
connection with any other person or persons bidding on the work.

The Undersigned Bidder states that this proposal is made in conformity with the Specifications
and agrees that in the event of any discrepancies or differences between any conditions of the
Bidders Proposal and the Specifications that the provisions of the latter shall prevail.

The Undersigned hereby proposes to provide the required labor, materials, services, equipment
and tools, and to perform the work described in the Specifications, within the time required for
the sum or sums stated hereinafter in the Proposal Schedule, which schedule is hereby made a
part of this Proposal.

The Undersigned Bidder certifies, by submission of this bid or proposal, that neither it nor its
principals is presently debarred, suspended, proposed for debarment, declared ineligible, or
voluntarily excluded from participation in this transaction by any Federal department or agency.
Furthermore, the contractor will pass this requirement on to subcontractors (if allowable) seeking
subcontracts over \$25,000.

The bidder shall provide immediate written notice to the City of Dyersville, DYERSVILLE City
Clerk, if at any time they learn this certification has become erroneous by reason of changed
circumstances.

Bidder: _____
By: _____
Title: _____
Date: _____

PROPOSAL

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

1. Construct the **US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE Project**, for the following Unit and Lump Sum Prices.

ITEM NO.	ITEM CODE	ITEM	UNIT	QTY	PRICE	TOTAL EXTENDED PRICE
		DIVISION 2 - EARTHWORK				
2.1	2010-D-1	TOPSOIL, ON SITE	CY	527		
2.2	2010-E	EXCAVATION, CLASS 10 IMPORT	CY	2053		
2.3	2010-G	SUBGRADE PREPARATION	SY	1046		
2.4	2010-J	SUBBASE, MODIFIED, 6 IN.	SY	421		
2.5	2010-J	SUBBASE, MODIFIED, 4 IN.	SY	436		
2.6	2010-L-1	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, 24 IN.	LF	64		
		DIVISION 4 - SEWERS AND DRAINS				
4.1	4020-A-1	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	731		
4.2	4020-D	REMOVAL OF STORM SEWER, CMP, 15 IN	LF	52		
4.3	4030-B	PIPE APRON, CONCRETE, 15 IN.	EA	1		
		DIVISION 5 - WATER MAIN AND APPURTENANCES				
5.1	5020-C	REMOVE AND REINSTALL HYDRANT ASSEMBLY	LS	1		
		DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS				
6.1	6010-A	MANHOLE, SW-401, 48 IN.	EA	1		
6.2	6010-A	MANHOLE, SW-401, 60 IN.	EA	2		
6.3	6010-B	INTAKE, SW-505	EA	2		
6.4	6010-B	INTAKE, SW-506	EA	1		
6.5	6010-H-2	REMOVE INTAKE	EA	1		
		DIVISION 7 • STREETS AND RELATED WORK				
7.1	7010-A	CURB AND GUTTER, 2.5 FT., 8 IN.	LF	628		
7.2	7030-A-1	REMOVAL OF SIDEWALK	SY	196		
7.3	7030-E	SIDEWALK, PCC, 6 IN.	SY	436		
7.4	7030-G	DETECTABLE WARNINGS	SF	56		
7.5	7030-H-1	DRIVEWAY, PAVED, PCC, 7 IN.	SY	421		
7.6	7040-A	FULL DEPTH PATCHES, HMA, 8 IN.	SY	191		
7.7	7040-H	PAVEMENT REMOVAL	SY	835		
		DIVISION 8 - TRAFFIC CONTROL				
8.1	8010-A	TRAFFIC SIGNALIZATION	LS	1		
8.2	8020-B	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	33.49		

PROPOSAL

8.3	8020-G	PAINTED SYMBOLS AND LEGENDS, WATERBORNE/SOLVENT	EA	30		
8.4	8020-K	PAVEMENT MARKINGS REMOVED	STA	23.48		
8.5	8020-L	SYMBOLS AND LEGENDS REMOVED	EA	9		
8.6	8030-A	TEMPORARY TRAFFIC CONTROL	LS	1		
8.7	8040-D	PERFORATED SQUARE STEEL TUBE POSTS	EA	1		
8.8	8040-1	REMOVE AND REINSTALL TRAFFIC SIGNS	EA	1		
8.9	8040-J	REMOVE AND SALVAGE TRAFFIC SIGN ASSEMBLY	EA	2		
		DIVISION 9 • SITE WORK AND LANDSCAPING				
9.1	9010-B	HYDRAULIC SEEDING, SEEDING, FERTILIZING AND MULCHING, TYPE 1	AC	0.49		
9.2	9040-D-1	FILTER SOCK, 12 IN.	LF	1579		
9.3	9040-D-2	FILTER SOCK REMOVAL	LF	1579		
9.4	9040-E	TEMPORARY RECP, TYPE 2.B	SY	1515		
9.5	9040-T-1	INLET PROTECTION DEVICE, DROP IN	EA	9		
9.6	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE	EA	9		
		DIVISION 11 - MISCELLANEOUS				
11.1	11,010-A	CONSTRUCTION SURVEY	LS	1		

TOTAL: _____

WRITTEN TOTAL: _____

1. Refer to Notice to Bidders for completion date provisions.
2. Refer to Notice to Bidders for liquidated damage provisions.
3. Bidders may request an excel file of bid items and quantities to tabulate bid for submittal. Contractor is responsible for creating all formulas and summing all numbers. Contractor shall assume all risk for using any provided file.
4. Required Attachment:
 - Bidder Status Form

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, _____, as Principal, and _____, as Surety are held and firmly bound unto the CITY OF DYERSVILLE, IOWA, hereinafter called "OWNER", in the penal sum of _____ DOLLARS (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying Bid, dated _____, 20____, for the **US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE Project**.

NOW, THEREFORE,

- (A) If said Bid shall be rejected, or in the alternate;
- (B) If said Bid shall be accepted and the principal shall execute and deliver a Contract in the form specified and shall furnish a Bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

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

BID BOND

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

Witness Principal

(Seal)

By _____
(Title)

(Surety)

By _____
(Attorney-in-Fact)

CONTRACT

The term "Contract Documents" means and includes the following:

- A. Notice of Hearing and Letting
- B. Instructions to Bidders
- C. Federal Aid and Supplemental Instructions to Bidders
- D. Proposal
- E. Bid Bond
- F. Contract
- G. Performance Bond
- H. Regulations of the Contract
- I. Supplemental Regulations of the Contract
- J. Special Conditions
- K. Detailed Specifications
- L. Plans Numbered A.01 through X.08
- M. Standard Drawings
- N. Addenda Number ____ through ____.
- O. Change Orders Number ____ through ____.
- P. Notice to Proceed
- Q. Railroad Supplemental Provisions

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this Agreement first above written.

CONTRACTOR:

CITY OF DYERSVILLE, IOWA

By: _____
Mick Michel
City Administrator

By: _____

Title: _____

By: _____
Jeff Jacque
Mayor

ATTEST:

By: _____

Title: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned, _____
_____ of _____, hereinafter referred to as
“Contractor” and _____, a Corporation organized under the
laws of the State of Iowa, and authorized to transact business in the State of Iowa, as Surety, are
held and firmly bound unto the City of Dyersville, hereinafter referred to as “Owner” in the
penal sum of _____ DOLLARS (\$ _____), lawful
money of the United States of America for the payment of which sum, will and truly be made,
we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and
severally by these presents.

WITNESSETH:

WHEREAS, the above bonded Contractor has, on the _____ day of _____, 20____,
entered into a written Contract with the aforesaid Owner for furnishing all materials, equipment,
tools, superintendents, labor and other facilities, and accessories, for the construction of certain
improvements as designated, defined and described in the said Contract and the Conditions
thereof, and in accordance with the Specifications and Plans therefore, a copy of said Contract
being attached hereto and made a part hereof.

The condition of the foregoing obligation is such that if the said Contractor shall and will, in all
particulars duly and faithfully observe, perform, fulfill and abide by each and every covenant,
condition and part of said Contract Documents hereto attached, or by reference, made a part
hereof, according to the true intent and meaning in each case, and indemnify and save harmless
the owner from all loss, liability, counsel fees, costs, and damage of whatsoever nature or kind,
by reason of the Contractor’s default or failure, then this obligation shall be and become null and
void, otherwise it shall remain in full force and effect.

Provided further, the undersigned Contractor and Surety hereby bind themselves to the
obligations and conditions set forth in Chapter 573, Code of Iowa, 2025, which by this reference
is made a part hereof as though fully set out herein.

Provided further, the said Surety hereby stipulates and agrees that no change, extension of time,
alteration, or addition to the terms of the Contract, or the work to be performed hereunder, or the
Specifications accompanying the same, shall in any way affect its obligation on this Bond and it
does hereby waive notice of any change, extension of time, alteration, or addition to the terms of
the Contract, or to the work, or to the Specifications.

Provided further, the Contractor hereby waives all Notice of Default or any other acts giving rise
to the claim under this Bond. In the event that any actions or proceedings are initiated with
respect to this Bond, the parties agree that the venue thereof shall be Dubuque County, State of
Iowa.

Provided further, if legal action is required by the Owner against the Surety or Principal to
enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit
of the Owner, the Surety or Principal agrees to pay to Owner all damages, costs, and attorney
fees incurred by enforcing any of the provisions of this agreement. All rights, powers, and

PERFORMANCE BOND

remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Owner by law. Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

Provided further, this instrument embodies the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Bond agreement shall supersede all previous communications, representations, or other agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its Attorney-in-Fact duly authorized thereunto so to do at _____, on the _____ day of _____, 20____.

Contractor

By: _____
(Seal)

Surety Company

By: _____
(Attorney-in-Fact)

(Seal)

By: _____

(Accompany this Bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the Bond.)

REGULATIONS OF THE CONTRACT

DYERSVILLE, IOWA

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1. GENERAL STATEMENT

- 1.1 It is expressly understood and agreed that the Contract Documents comprised of the Notice of Hearing and Letting, Instructions to Bidders, Regulations of the Contract, Proposal, Contract, Supplemental Regulations, Performance Bond, Statutory Bond, Special Conditions, Detailed Specifications, Plans, all Addenda thereto issued prior to the time of opening of Bids for the work, all of which are hereto attached, Approved Change Orders, Notice to Proceed, and other Drawings, Specifications, and engineering data which may be furnished by the Contractor and approved by the Owner, together with such additional Drawings which may be furnished by the Engineer from time to time as are necessary to make clear and to define in greater detail the intent of the Specifications and Drawings.
- 1.2 That several parts of the Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the Documents is to include the furnishing of all materials, labor, tools, equipment and supplies necessary for completion of the contract obligations. Materials or work described in words which so applied have a well known technical or trade meaning shall be held to refer to such recognized standards. Notwithstanding Section 1.1 of the Special Conditions, in the event of a conflict between any of the contract documents, the Contractor is to provide the greater quantity and/or better quality, unless otherwise directed in writing by the Owner or Engineer.

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- 1.3 The Contract shall be executed in Dubuque County in the State of Iowa. Five copies of Contract Documents shall be prepared, each containing an exact copy of the Contractor's Proposal as submitted, the Performance Bond properly executed, a Statutory Bond where required, and the Documents shall be filed as follows: Two with the Owner, One with the Contractor, One with the Engineer, One with Bonding Company.

2. DEFINITIONS

- 2.1 Wherever any work or expression in this article, or pronoun used in its stead, occurs in these Contract Documents, it shall have and is mutually understood to have the meaning herein given:
- 2.1.1 "Contract" or "Contract Documents" shall include all of the Documents enumerated in the previous article.
 - 2.1.2 "Owner", "Purchaser", shall mean the party entering into Contract or duly authorized officers or agents of the owner.
 - 2.1.3 "Contractor" shall mean the party entering into Contract for the performance of the work covered by this Contract and duly authorized agents or legal representatives of the Contractor.
 - 2.1.4 "Engineer" shall mean the Engineer or Engineers who have been employed by the Owner for this work, or their duly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.
 - 2.1.5 "Inspector" shall mean the engineering or technical inspector or inspectors duly authorized by the Owner, limited to the particular duties entrusted to them.
 - 2.1.6 "Date of Award Contract" or words equivalent thereto, shall mean the date upon which the Successful Bidder's Proposal is accepted by the Owner.
 - 2.1.7 "Day" or "Days", unless herein other expressly defined, shall mean a calendar day or days of twenty-four (24) hours each.
 - 2.1.8 "The work" shall mean the work to be done and the equipment, supplies, materials and labor to be furnished under this Contract, unless some other meaning is indicated by the context.
 - 2.1.9 "Plans" or "Drawings" shall mean and include all Drawings which may have been prepared by the Engineer as a basis for proposals, all Drawings submitted by the Successful Bidder with his Proposal and by

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the Contractor to the Owner, if and when approved by the Engineer, and all Drawings submitted by the Owner to the Contractor during the progress of the work as provided for therein.

- 2.1.10 Whenever in these Contract Documents the words, “as ordered”, “as directed”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.11 Similarly the words “approved”, “reasonable”, “suitable”, “acceptable”, “properly”, “satisfactory”, or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper or satisfactory in the judgment of the Owner and Engineer.
- 2.1.12 Whenever the statement is made in these Contract Stipulations containing the expression “it is understood and agreed”, or an expression of the like import, such expression means the mutual understanding and agreement of the Contractor and Owner.
- 2.1.13 Wherever the words, “Notice to Bidders” appear in these Specifications or Contract Documents, there should be substituted therefore the words, “Notice of Hearing and Letting”.

3. CONTRACTOR’S OBLIGATIONS

- 3.1 It is understood and agreed that the Contractor, by careful examination, has been satisfied as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general local conditions, and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of the Contract, shall effect or modify any of the terms of obligations herein contained.

4. ENGINEER’S OBLIGATIONS

- 4.1 The Engineer shall have general supervision of the work as representative of the Owner. The Engineer shall have authority to direct the program of the construction insofar as the proper execution of the Contract is affected and to the extent that the forces of labor may be increased or decreased by the Engineer’s order to insure the execution of the Contract in the time and in the manner prescribed.

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- 4.2 All work performed under this Contract shall be done in a first-class manner, and done to the satisfaction of the Owner. The Owner shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials herein specified. The Owner shall decide all questions which may arise as to the fulfillment of the terms of the Contract by the Contractor, or as to the intent or purpose of the Contract.
- 4.3 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 Plans and Specifications. Such decisions and interpretations shall be regarded as final. In case of disagreements on decisions recourse may be taken to arbitration as hereinafter provided.
- 4.4 Any plan or method of work suggested by the Engineer, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor; and the Engineer and the Owner will assume no responsibility thereof.

5. BOND

- 5.1 Coincident with the execution of the Contract and Agreement, the Contractor shall furnish a good and sufficient surety Bond in the full amount of the contract sum. This surety Bond, executed by the Contractor to the Owner, shall be a guarantee: (a) for the faithful performance and completion of the work in strict accordance with the terms of the Contract Documents: (b) the payment of all bills and obligations arising from this Contract which might in any manner become a claim against the Owner: (c) for payment to the Owner of all claims due or which may become due by the terms of the Contract, as well as by reason of any violation thereof by the Contractor: (d) for the protection of the Owner against all suits and claims for infringements of the patent right and/or processes: for the period of four (4) years from and immediately following the completion of said Contract and acceptance thereof by the Owner of all improvements, the payment to the Owner or the Owner's successor or assigns for all damage, loss and expense which may occur to the Owner, the Owner's successor or assigns by reason of defective materials used, or by reason of defective workmanship done, in the furnishing of materials and equipment in performance of said Contract, or in lieu thereof the Owner, the Owner's successors or assigns, may require the Contractor to maintain such items in need of repair for the said periods specified therein.
- 5.2 All provisions of the Bond shall be complete and in full accordance with the statutory requirements. The Bond shall be executed with the proper sureties through a company licensed and qualified to operate in the state and approved by the Owner. The Bond shall be signed by an agent resident in the State of Iowa and date of Bond shall be the date of execution of the Contract. If at any time

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during the continuance of the Contract, the surety on the Contractor's Bond becomes irresponsible, the Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) days after notice to do so. In default thereof, the Contract may be suspended, all payments or money due the Contractor withheld, and the Contract completed as hereinafter provided.

6. INSURANCE

6.1 General

- 6.1.1 The Contractor shall purchase and maintain insurance to protect the Contractor, the Engineer and Owner against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the Owner
- 6.1.2 All Certificates of insurance required herein shall state that thirty (30) days written notice will be given to the Owner before the Policy is canceled or changed. All certificates of insurance shall be delivered to the Owner and Engineer prior to the time that any operations under this Contract are started.
- 6.1.3 All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of Iowa.

6.2 The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any of them, or by anyone for whose acts any of them may be liable.

- 6.2.1 Claims under workers' or workmen compensation, disability benefit and other similar employee benefit acts;
- 6.2.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- 6.2.3 Claims for damages because of the Contractor's injury, sickness or disease, or death of any person other than the Contractor's employees;
- 6.2.4 Claims for damages insured by usual personal injury liability coverage which are sustained.
 - A. by any person as a result of an offense directly related to the employment of such person by the Contractor, or

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B. by the other person;

6.2.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from; and,

6.2.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

6.3 Limits of Liability

6.3.1 The insurance required by Paragraph 6 shall be written on an occurrence form of policy for not less than any limits of liability specified herein, or required by law, whichever is greater:

General Liability; contractually, independent Contractors, Broad Form Property damage	\$500,000 (including single limit per occurrence)
Personal Injury, Underground Explosion and Collapse	\$500,000 (Aggregate hazards)
Automobile Liability (including all owned, non- owned and hired autos) single limit	\$500,000 Combined
Worker's Compensation	Statutory Benefits \$100,000 Coverage B
Umbrella Liability; (applying directly excess of above liability single limit coverage)	\$1,000,000 Combined \$1,000,000

6.4 Contractual Liability Insurance

6.4.1 The insurance required by Paragraph 6 shall include contractual liability insurance applicable to the Contractor's obligations as follows:

A. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to

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attorney's fees, arising out of or resulting from the performance of the work, provided that 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 the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

- B. In any and all claims against the Owner or Engineer or any of their agents, officers or employees by any employee of the Contractor, any Subcontractor, any directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation under this Subparagraph 4 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of the Contractor under this Subparagraph 4 shall not extend to the liability of the Engineer, the Engineer's agents or employees arising out of (1) the preparation or approval of Maps, Drawings, Opinions, Reports, Surveys, Change Orders, Designs or Specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents or employees providing such giving or failure to give are the primary cause of the injury or damage.

- 6.5 Contractor's Insurance for other Losses for the consideration in this agreement heretofore stated, in addition to the Contractor's other obligations, the Contractor assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the Contractor, the Contractor's agents, Subcontractors, materials owned or rented by the Contractor, the Contractor's agents, Subcontractors, material suppliers or their employees, tool sheds or other temporary structures, scaffolding and staging, protective fences, bridges and sidewalk hooks. The Contractor shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft, or any cause whatsoever (except as hereinbefore provided) to the structure on which the work of this Contract, and any modifications, alterations, enlargement thereto, is to be done, and to the following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.

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6.6 Notification in Event of Liability or Damage Upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

7. ASSIGNMENT OF CONTRACT

7.1 The Contractor shall not assign or transfer this Contract, nor sublet it as a whole, without the written consent of the Owner and of the Surety on the Contractor's Bond. Such consent of Surety, together with copy of assignment shall be filed with the Engineer. No assignment, transfer or subletting, even though consented to, shall relieve the Contractor of the Contractor's liabilities under this Contract. Should any assignee fail to perform the work undertaken by the Assignee in a satisfactory manner, the Owner may at the Owner's option annul and terminate Assignee's Contract.

8. SUB-CONTRACTS

8.1 The Contractor shall, as soon as practicable after the signing of the Contract, notify both the Owner and the Engineer in writing of the names of Subcontractors proposed for the work and shall not employ any that the Owner or the Engineers may within a reasonable time object to as incompetent or unfit.

8.2 The Contractor agrees that the Contractor is as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

8.3 Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and the Owner.

8.4 No officer, agent or employee of Owner, including the Engineer, shall have any power or authority whatsoever to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier, or other person in any manner whatsoever.

9. OTHER CONTRACTS

9.1 The Owner reserves the right to let other contracts in connection with this work. 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 Contractor's work with theirs.

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- 9.2 If any part of the Contractor's work depends for proper execution or results on the work of any other Contractor, the Contractor shall inspect and promptly report to the Engineer any defect in such work that renders it unsuitable for such proper execution and results.
- 9.3 The Contractor's failure to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of the Contractor's work.
- 9.4 Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, in order to secure the completion of the various portions of the work in general harmony.

10. LEGAL RESTRICTIONS

- 10.1 The Contractor shall procure at the Contractor's own expense all necessary licenses and permits of a temporary nature and shall give due and adequate notice to those in control of all licenses and easements for permanent structures or permanent changes in existing facilities shall be provided by the Owner unless otherwise specified. The Contractor shall have all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn or specified.

11. ROYALTIES AND PATENTS

- 11.1 It is agreed that all royalties for patents or patent infringement claims, whether such patents are for processes or devices, that might be involved in the construction or use of the work, shall be included in the Contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and shall be liable for any damages or claim for patent infringements, and the Contractor shall at the Contractor's own expense, defend any and all suits or proceedings that may be instituted at any time against the Owner for infringement or alleged infringement of any patent or patents involved in the work, and in case of an award of damages, the said Contractor shall pay such award; final payment to the Contractor by the Owner will not be made while any such suits or claims remain unsettled.

12. SCOPE AND INTENT OF SPECIFICATIONS AND PLANS

- 12.1 General
- 12.1.1 These Specifications and Project Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of Specifications and Plans so that any work exhibited in

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the one and not in the other, shall be executed just as if it has been set forth in both, in order that the work shall be completed according to the complete design of the Engineer.

12.1.2 Should anything be omitted from the Specifications and Plans which is necessary to a clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning and intent of the Contract, Specifications and Plans.

12.2 Figures Dimensions to Govern

12.2.1 Dimensions and elevations shown on the Plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the Plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer.

12.3 Contractor to Check Plans and Schedules

12.3.1 The Contractor shall check all dimensions, elevations and quantities shown on the Plans and schedules given to the Contractor by the Engineer, and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omissions in the plans, or in the layout as given by stakes, points, or instructions, which the Contractor may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer should error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.

12.3.2 The apparent silence of the Plans and Specifications as to any detail or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the best general practices, as accepted by the particular trades or industries involved, shall be used.

13. SUPERVISION

13.1 The Owner may appoint or employ (either directly or through the Engineer) such engineering inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said

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materials are furnished, and the said work performed, in accordance with the Plans and Specifications therefore.

- 13.2 The Contractor shall furnish all reasonable aid and assistance required by the Engineer, or by the Supervisors or Inspectors, for the proper inspections and examination of the work and all parts therefore.
- 13.3 The Contractor shall regard and obey the directions and instructions of the Engineer, or by the Supervisors or Inspectors, for the proper inspection and examination of the work and all parts thereof.
- 13.4 The Contractor shall regard and obey the directions and instructions of the Engineer, or any Supervisor or Inspector so appointed, when the same are consistent with the obligations of this Contract and the Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate Engineer, Supervisor, or Inspector, the Contractor may make written appeal to the Engineer for his decision.
- 13.5 Engineering Inspectors, and other properly authorized representative of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of anyone of them by the Contractor or by any of the Contractor's employees shall be sufficient reason, if the Owner so decides, to annul the Contract.
- 13.6 Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and Specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at the Contractor's own expense, and free of all expense to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. Any defective material or workmanship may be rejected by the Engineer at any time before the final acceptance of the work, even though the same may have been previously overlooked and estimated for payment.
- 13.7 Inspector shall have authority subject to the final decision of the Engineer to condemn and reject any defective work or material and to suspend the work when the same is not being properly done.
- 13.8 All condemned work shall be promptly taken out and replaced by satisfactory work; all condemned materials shall be promptly removed from the vicinity of the work. Should the Contractor fail or refuse to comply with instructions in this respect the Owner may, upon certification by Engineer, withhold payment or proceed to terminate Contracts as herein provided.
- 13.9 Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work must be uncovered by the Contractor. If such work be found

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not done in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost, unless the Contractor shall show that defect in the work was caused by another Contractor of the Owner and in that event the Owner shall pay the cost.

- 13.10 The Contractor shall furnish samples for testing purposes of any material required by the Engineer, and shall furnish any information required concerning the nature or source of any material which the Contractor proposes to use. Laboratory tests are to be made as directed by the City Engineer and the cost to be paid by the Owner.

14. LINE AND GRADE

- 14.1 All construction work shall be done to the lines and grades shown on the Plans. The Engineer will establish on the site horizontal and vertical control bench marks as shown on the Plans. Detailed survey and staking for location and grade of individual structures or other construction, as well as measurements and elevations within structures shall be performed by the Contractor.
- 14.2 For the construction of sewers, water lines, street and other types of lines or route work, the Engineer will establish on the site horizontal and vertical control bench marks, as shown on the Plans, with reference to dimensions thereto from which the work may be laid out by the Contractor.
- 14.3 Consult Special Conditions for any exceptions to above requirements concerning detailed survey and staking applying to this particular contract. In any case, all such detailed survey and stake out shall be checked by the Contractor who shall assume full responsibility for the accuracy and correctness thereof.
- 14.4 In all cases, the Contractor shall provide without extra compensation, competent workers and the necessary tools, and other materials required for proper checking of the work.
- 14.5 The Contractor shall without extra compensation furnish competent workers and the necessary tools to make all test holes and exploration required at any time for the purpose of determining the location of existing structures beneath the ground surface which might conflict or interfere with this work.
- 14.6 The Contractor shall carefully preserve all monuments, reference points, stakes and bench marks set by the Engineer, and in case of destruction of same through carelessness or negligence on the part of the Contractor, he will be charged with the resulting expense of replacement and responsibility for any mistakes or loss of time caused thereby.

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15. SUPERINTENDENCE

- 15.1 The Contractor shall keep on the project, during its progress, a competent Superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall represent the Contractor in the Contractor's absence and all directions given to the Superintendent shall be binding as if given to the Contractor.
- 15.2 The Contractor shall provide proper tools and equipment and the services of all workers, mechanics, trades people, and other employees necessary in the construction and execution of the work contemplated and outlined herein. The employees of the Contractor shall be competent and willing to perform satisfactorily the work required of them. Any employee who is disorderly, intemperate or incompetent or who neglects or refused to perform his work in a satisfactory manner, shall upon the request of the Engineer, be promptly discharged from the Project and shall not be re-employed except with the Engineer's consent.
- 15.3 It is called particularly to the Contractor's attention that only first class workmanship will be acceptable.

16. PROTECTION OF WORK

- 16.1 The Contractor shall continuously maintain adequate protection of all the Contractor's work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. The Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. The contractor shall Provide and maintain all passage ways, guard fences, lights and other facilities for protection required by public authority of local conditions.
- 16.2 In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and the Contractor shall so act, without appeal, if so instructed or authorized. Any compensation, claimed by the Contractor on account of emergency work, shall be determined by agreement or arbitration.
- 16.3 Whenever, in the opinion of the Engineer, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this Contract, or of adjacent structures or property which may be injured by the processes of construction on account of such neglect, and whenever, in the opinion of the Engineer, an emergency shall arise and immediate

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action shall be considered necessary in order to protect the public or private, personal or property interest, then the Engineer, with or without notice to the Contractor, may provide suitable protection to the said interest by causing such work to be done and material to be furnished and placed as the Engineer may consider necessary and adequate.

- 16.4 The cost and expense of such work and material so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due or to become due the Contractor. The performance of such emergency work under the direction of the Engineer shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer.

17. SAFETY REGULATIONS

- 17.1 Notwithstanding any other provisions to the contrary, the Contract Documents shall be subject to the applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 91-596, 84 Stat. 1590; and Iowa Senate File 1218, Acts 64th General Assembly, Second Regular Session (1972); and all lawful regulations and rules pursuant thereto.

18. MATERIALS AND WORKMANSHIP

- 18.1 The Contractor hereby guarantees the work in connection with this Contract against faulty materials or poor workmanship during the period of time, as set out in the Notice after the date of completion and acceptance of the Contract.

19. SHOP DRAWINGS

- 19.1 The Contractor shall furnish the Engineer with duplicate copies of all shop and erection Drawings for preliminary approval. These Drawings shall include the Drawings prepared on structural and reinforcing steel, special layout, Drawings of equipment or machinery purchased under this Contract, and any other supplementary Drawings required in the prosecution of the work. One copy shall be returned to the Contractor for correction and one copy retained by the Engineer for office reference. After correction, the Contractor shall submit five (5) corrected copies to the Engineer for final approval and distribution to all interested parties. No material or equipment shall be used or installed until such formal approval is received by the Contractor.
- 19.2 The purpose of having shop and erection Drawings checked and approved by the Engineer are two-fold:
- 19.2.1 To assure the compliance with the purpose and intent of the Plans and Specifications.

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19.2.2 To assist the Contractor in interpreting the Plans and Specifications so as to eliminate mistakes in the material or equipment actually shipped to the site of the work.

19.3 The formal approval given to the Contractor is to be considered as in compliance with these purposes and in no manner shall be construed so as to relieve the Contractor from any liability or responsibility for proper construction or compliance with the Plans and Specifications.

20. USE OF COMPLETED WORK

20.1 The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions as may not have expired; but such taking, possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of, or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

20.2 The Owner, in taking possession of completed portions, agrees to accept the decision of the Engineer on matters relating to responsibility for damage that may occur to any portion of the work during the period of possession preceding acceptance and final payment.

21. CHANGED WORK

21.1 The Owner, without invalidating the Contract, may order additional work to be done in connection with the Contract, or may alter or deduct from the work, the contract sum to be adjusted accordingly. All such work shall be executed under the conditions of the original Contract and subject to the same inspection and test as though therein included.

21.2 Provided, however, that any additional, omitted or changed work shall not be ordered, undertaken or commenced until after the consent has been obtained in writing of the Contractor's construction surety bonds persons, except minor changes not inconsistent with the general purpose of the Contract not involving costs or substitution of materials.

21.3 The Owner shall have authority, by verbal instructions, to make minor changes in the work, not involving cost, and not inconsistent with the purposes of the work. Otherwise, except in an emergency endangering life or property, all extra work or changes shall be done as ordered in writing by the Owner, which order shall state the location, character, amount, and method of compensation. No extra work or change shall be made unless in pursuance of such written order by the Owner, and no claim for an addition to the Contract sum shall be valid unless so ordered. The

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adjustment to the Contract sum for any such extra work or change shall be determined in one or more of the following ways:

- 21.3.1 By a Lump Sum Price agreed upon prior to starting the additional or changed work.
 - 21.3.2 By Unit Prices named in the Proposal or as agreed upon prior to starting the additional or changed work.
 - 21.3.3 By cost plus a fixed fee, the latter agreed upon prior to starting the additional or changed work.
 - 21.3.4 By cost plus percentage, the latter agreed upon prior to starting the additional or changed work.
- 21.4 “Cost” in methods (21.3.3) and (21.3.4) shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such forms as the Engineer may direct, a correct account of the several items of cost together with vouchers. This definition and requirement applies equally to work done by Subcontractors.
- 21.5 Under method (21.3.4), compensation or adjustment for work done by Subcontractors shall be computed on the same basis as if done by the Contractor except that ten percent (10%) shall be added to the amount or charged by the Subcontractor.
- 21.6 The above percentages shall be understood to include all other costs and compensation such as insurance, small tools, superintendence, office and other overhead costs and profit. Rental on equipment shall be charged against the additional or changed work only for the actual time which the equipment is used specifically thereof, and will be charged according to the current schedule of the Associated General Contractors of America, whether owned or rented by the Contractor. Transportation charges necessarily incurred in connection with equipment authorized by the Engineer for use on the extra work which is not already on the job will be charged.
- 21.7 Changed work shall be adjusted considering separately the parts of the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at time omission of work is authorized and the agreed adjustment will be deducted from final quantities.
- 21.8 Statements for additional or changed work shall be rendered by the Contractor not later than fifteen (15) days after the completion of each assignment of additional or changed work and if found correct will be approved by the Engineer and submitted for payment with the final quantities.

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- 21.9 The Owner reserves the right to Contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portion of the work that may be omitted.
- 21.10 In Unit Price Contracts the total quantity of work may be adjusted upward or downward by the Owner, to the extent that the final Contract price is between 80 and 120 percent of the original estimated Contract price. Amounts of individual items may be varied to any extent and individual items may be omitted entirely as long as the above limits are met. In the event that the total quantity of work is adjusted upward or downward beyond the above limits, that portion of the work beyond said limits may be performed at the original Contract unit prices if agreed by the Owner and the Contractor, or otherwise, shall be handled in accordance with the provisions stated previously in this article.

22. DISPUTED CLAIMS

- 22.1 In any case where the Contractor deems that extra compensation is due the Contractor for work material not clearly covered in the Contractor's Contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of the Contractor's intention to make claim for such extra compensation before the Contractor begins the work on which the contractor bases the Contractor's claim.
- 22.2 The Owner shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other Contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the Project, only when such damages result from negligence on the part of the Contracting Authority as damages resulting from such performances, nonperformance, or delays. The Contractor shall notify the Engineer in writing at the time the delay occurs.
- 22.3 In either case, if such notification is not given, or if after such notification is given, the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Owner. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit or the claimant or other persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present the claimant's claim in person, the Owner, within thirty (30) days of filing of the claim, shall fix a time and place for a meeting between the claimant, the Owner, or its designated representative or

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representatives. The Owner shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reasons thereof. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

- 22.4 Any claim of the Contractor denied in whole or in part by the Owner or Engineer may be submitted to arbitration as set forth in Article 32.

23. SUSPENSION OF WORK

- 23.1 The Owner may at any time without cause suspend the work or any part thereof by giving ten (10) days written notice to the Contractor. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor to do so. Failure of the Contractor to maintain the policies of insurance as required by Section 6 shall constitute a substantial violation of the Contract and the Owner shall have the right to suspend and/or terminate the Contract in accordance with Section 25.
- 23.2 If the work or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume within a reasonable period of time, then the Contractor may abandon that portion of the work so suspended, and he will be entitled to the estimated payments for all work done on the portions abandoned, if any.

24. OWNER'S RIGHT TO DO WORK

- 24.1 If the Contractor should be adjudged bankrupt, or if the Contractor should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.
- 24.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the

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Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and damage incurred through the Contractor's default, shall be certified by the Engineer.

- 24.3 Pending arbitration or settlement of disputes on any point of controversy the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to any claim for loss or damage by reason of such delay nor shall he be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

25. CONTRACT TERMINATION

- 25.1 If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of the Contractor's creditors, or if a receiver should be appointed on account of the Contractor's insolvency, or if the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if the Contractor should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of the Engineer, or otherwise be guilty of substantial violation of any provision of the contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method the Engineer may deem expedient.
- 25.2 In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer.
- 25.3 Pending arbitration or settlement of disputes on any point of controversy, the Engineer may suspend action on all or any part of the work. The Contractor shall not be entitled to any claim for loss or damage by reason of such delay nor shall the Contractor be entitled to extension of time although such extension of time may be granted by the Engineer if the Engineer deems it in the interest of the work.

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26. CONTRACTOR'S RIGHTS

26.1 If the work should be stopped under an order of any court, or other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by the Contractor, or if the Engineer should fail to issue any estimate for payment within fourteen (14) days after it is due, or if the Owner should fail to pay the Contractor within twenty (20) days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor, may, upon seven (7) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or materials and reasonable profit and damages.

27. TIME OF COMPLETION

27.1 The Contract shall be completed within the time stated in the NOTICE OF HEARING AND LETTING subject to such extensions as may from time to time be allowed the Contractor by the Owner as hereinafter provided.

28. DELAYS

28.1 The Contractor expressly covenants and agrees that in undertaking to complete the work within the time herein fixed, the Contractor has taken into consideration and made allowances for all of the ordinary delays and hindrances incident to such work, whether growing out of delays in securing materials or workers, reasonably anticipatable weather, or otherwise. Should the Contractor, however, be delayed in the prosecution and completion of the work by reason of delayed shipment orders, abnormal weather, or by any changes, additions, omissions therein ordered in writing by the Owner, through no fault of the Contractor (or by the abandonment of the work by the workers engaged thereon), or by any act taken by the U.S. Government such as the commandeering of labor, or materials, embargoes, etc., which would affect the fabrication or delivery of materials and/or equipment to the work; or by neglect, delay or default of any other contractor of the Owner, or delays caused by court proceedings; the Contractor shall have no claims for damages for any such cause or delay; but shall in such cases be entitled to such extension of the time specified for the completion of the work as the Owner shall award in writing on account of such delays, provided, however, that claim for such extension of time is made by the Contractor to the Owner in writing with one (1) week from the time when any such alleged cause for delay shall occur.

29. PAYMENTS

29.1 Payment for said improvement will be made in accordance with the terms and conditions as set forth in the published NOTICE OF HEARING AND LETTING.

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30. PAYMENTS WITHHELD

- 30.1 The Owner may withhold or, on account of subsequently discovering evidence, nullify the whole or a part of any certificate to such an extent as may be necessary to protect himself from loss on account of:
- 30.1.1 Defective work not remedied.
 - 30.1.2 Claims filed or reasonable evidence indicating a probable filing of claims.
 - 30.1.3 Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 30.1.4 A reasonable doubt that the Contractor can be completed for the balance then unpaid.
 - 30.1.5 Damage to another Contractor.
 - 30.1.6 Any other violation of or failure to comply with the provisions of this Contract.

31. SALES TAX

- 31.1 A sales tax exemption certificate will be available for all materials purchased for incorporation in the project.

32. REMEDIES

- 32.1 Subject to any submission and notice provisions contained in the Contract Documents, including those in Articles 22 and 28, which shall be conditions precedent to a request for arbitration, all controversies and claims between the submitted to arbitration, at the sole discretion of the Owner. If the Owner refuses to allow arbitration of a controversy or claim, then the parties agree and consent to the jurisdiction of the Iowa District Court for Dubuque County.
- 32.2 During such time as any dispute is the subject of a demand for arbitration or a lawsuit, the contract terms shall remain in force and work shall continue as directed by the Owner or Engineer. Failure of the Contractor to continue to work as directed shall constitute a waiver by the Contractor of its claim.
- 32.3 All disputes allowed by the Owner to be submitted to arbitration shall be decided in accordance with the Construction Industry Arbitration Rules of American Arbitration Association (“AAA”).

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- 32.4 A written demand for arbitration shall be filed with the American Arbitration Association office in Minneapolis, Minnesota and with the other party within a reasonable time after the date of final payment to the Contractor by the Owner or after the expiration of thirty days from the rendering of a written decision by the Engineer, whichever earlier occurs.
- 32.5 Notwithstanding the Rules of the AAA, the arbitration panel shall consist of three persons. The Owner and the Contractor shall each appoint an arbitrator and the third shall be appointed by agreement of the appointees of the Owner and Contractor.
- 32.6 The arbitrators' award shall contain findings of fact and conclusions of law. The award shall be final, binding and conclusive as to findings of facts in accordance with the applicable arbitration law, but shall be reviewable for errors of law.
- 32.7 Nothing contained herein shall increase or otherwise expand the Owner's obligation to pay the Contractor other than documented and audited cases in accordance with the Owner's rules and regulations, regarding cost or pricing data and analysis and cost principles.

33. NON-DISCRIMINATION & SAFETY

33.1 NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 U.S.C. Section 140, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 U.S.C. Section 140, the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: "Equal Employment Opportunity (EEO) requires that the contractor not discriminate and take affirmative action to assure equal opportunity. The specific

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affirmative action standards for the contractor's project activities under this contract are set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60, and 49 CFR 27), and orders of the Secretary of Labor, as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140." The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in

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publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship) and on-the-job

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training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
 - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

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33.2 SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

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1. PURPOSE

- 1.1 SUPPLEMENTAL REGULATIONS are intended to clarify, supplemental or supersede REGULATIONS OF THE CONTRACT.

2. LOCATION

- 2.1 All work is located within the City of Dyersville, Iowa, in easements on private property and on property owned by the City of Dyersville.

3. COPIES OF PLANS AND SPECIFICATIONS

- 3.1 After award of the contract, the Engineer will furnish the Contractor up to five (5) 11"x17" set of Plans and Specifications. Additional copies will be furnished at the Engineer's cost of reproduction.

4. PAYMENT

- 4.1 Separate payment will be made for only those items specially listed in the Proposal. All other work shall be paid for by applicable Unit Prices for items to which work pertains.

5. FINAL REVIEW AND ACCEPTANCE

- 5.1 Notify Engineer when installation is considered complete and ready for Final Review.

- 5.2 Owner will accept work and make final payment to Contractor:

- 5.2.1 When the Engineer has certified the work of the Contractor has been reviewed and stated that the work is complete and in essential compliance with the Plans and Specifications;

SUPPLEMENTAL REGULATIONS OF THE CONTRACT

- 5.2.2 When Contractor has filed with Owner or Engineer documents called for in Specifications;
- 5.2.3 When all government agencies involved have indicated, in writing that the work is complete and acceptable; and
- 5.2.4 Contractor to provide Chapter 573 Claim Waivers for all materials supplied and labor provided on the Project.

SPECIAL CONDITIONS

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

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| 5. WASTE SITES | 12. DUST ABATEMENT |
| 6. WORKING DAYS | 13. WATER USAGE |
| 7. CONSTRUCTION FACILITIES BY CONTRACTOR | 14. QUANTITIES |

1. FORM OF TECHNICAL SPECIFICATIONS

- 1.1 Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the”, and “all” are intentional, supply omitted words or phrases by inference.
- 1.2 “Owner”, and “City” shall mean the City of Dyersville, Iowa, acting through the City Council.
- 1.3 “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.4 “Engineer” shall mean the City of Dyersville Public Works Director or designated agent.
- 1.5 “Standard Drawings” shall mean Construction Detail Drawings bound with these Specifications.
- 1.6 “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 1.7 “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

SPECIAL CONDITIONS

2. NOTICE TO PROCEED

- 2.1 The Contractor shall proceed with the work and in the time set forth according to the conditions as outlined in the NOTICE OF HEARING AND LETTING upon issuance of a written Notice to Proceed.

3. SERVICE FACILITIES

- 3.1 The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

4. MINOR WORK

- 4.1 Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

5. WASTE SITES

- 5.1 All waste material shall be hauled to a construction debris recycling center or salvage yard of the Contractor's choice with the Engineer's approval or an approved hazardous waste disposal site if required. Disposal costs will be included in the Contract Cost and not paid by the City as a separate item. All salvage material payments or rebates are to be credited back to the Owner and receipts or documentation provided.

6. WORKING DAYS

- 6.1 Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1 Provide a telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditions handling of messages.
- 7.2 Provide suitable storage buildings necessary for proper storage of materials and equipment.

SPECIAL CONDITIONS

- 7.3 Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5 Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress
- 7.6 Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

8. SOIL BORINGS

- 8.1 Soil borings have not been made along proposed route of work.
- 8.2 Obtain permission of Engineer to make borings along propose route of work.

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAY

- 9.1 All work in Right-of-Way of State and Federal Highways must comply with requirements of Iowa Department of Transportation.

10. EMPLOYMENT PRACTICES

- 10.1 Neither the Contractor nor his Subcontractors, shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of himself or others employed on the Project.
- 10.2 The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 10.2.1 To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 10.2.2 To discriminate against any individual in terms, condition, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

SPECIAL CONDITIONS

11. WORK HOURS

- 11.1 The Contractor will be required to limit the Contractor's work hours on the Project from 6:30 a.m. to 9:00 p.m., Monday through Friday unless noted on plans. Should equipment be used which is excessively noisy and distressing to area residents, the Engineer reserves the right to limit hours of operation from 7:00 a.m. to 7:00 p.m. Prior approval from the Engineer will be required for work on weekends.

12. DUST ABATEMENT

- 12.1 The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem. It is realized some dust on the Project is inevitable, but it must be kept to a minimum.

13. QUANTITIES

- 13.1 The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or diminish these quantities within reasonable limits and the Contractor will be paid for only as much work as the contractor is required to do by the City at the unit price stated in the Proposal

PLAN LIST

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

1. PLANS

- 1.1 The work shall conform to the following Drawings (bound herewith) and Detail and Standard Drawings (bound herewith), all of which constitute the “Plans” and are an integral part of the Contract Documents.

TITLE	SHEETS
TITLE SHEET	A.01
LEGEND, UTILITIES CONTACTS, GENERAL NOTES	A.02
TYPICAL SECTIONS	B.01
PROJECT QUANTITY AND EST. REFERENCE INFORMATION	C.01 - C.02
PAVEMENT MARKING AND SYMBOL TABULATIONS	C.03 - C.04
SITE RESTORATION PLAN	D.01 - D.04
EROSION AND SEDIMENT CONTROL PLAN	EC.01 - EC.03
HORIZONTAL ALIGNMENTS BENCHMARKS AND CONTROL POINTS	G.01
ROW & EASEMENTS	H.01 - H.03
TRAFFIC CONTROL	J.01 - J.02
PAVEMENT MARKING REMOVALS	K.01 - K.04
PAVEMENT MARKINGS	K.05 - K.08
GEOMETRICS	L.01 - L.03
JOINTING	L.04 - L.06
STORM SEWER SHEETS	M.01 - M.02
TRAFFIC SIGNAL/CONDUIT SHEETS	N.01 - N.08
REMOVALS	R.01 - R.04
SIDEWALK SHEETS	S.01 - S.05
CROSS SECTIONS - US 52	W.01 - W.04
CROSS SECTIONS - 13TH AVENUE SE	X.01 - X.04

DETAILED SPECIFICATIONS

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

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| 3. | INTERPRETATION | 13. | TRAFFIC CONTROL |
| 4. | WORK INCLUDED | 14. | REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS |
| 5. | STARTING AND COMPLETION TIMES | 15. | STORAGE OF MATERIALS AND EQUIPMENT |
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| 8. | STANDARDS AND CODES | | |
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| 10. | FIELD TESTS | | |

1. FORM

- 1.1 Detailed Specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To required performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

DETAILED SPECIFICATIONS

3. INTERPRETATION

- 3.1 Report errors or ambiguities in Specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of Specifications; Engineer's interpretation shall be accepted as final.

4. WORK INCLUDED

- 4.1 Construct Improvements as set out in NOTICE OF HEARING AND LETTING.

5. STARTING AND COMPLETION TIMES

- 5.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that the Notice to Proceed will be issued within 30 calendar days after the award of contract. Complete work within the time set out in the NOTICE OF HEARING AND LETTING.

6. INFORMATION FOR ENGINEER

- 6.1 After award of Contract submit following information and drawings for Engineer's review. Total number of reviewed copies required for distribution: four (4) and all copies required by Contractor.
 - 6.1.1 Manufacturer's Specifications and catalog data for manhole steps, covers and frames, castings, and other special items.
 - 6.1.2 Shop Drawings showing reinforcing steel details, structural steel and supports.
 - 6.1.3 Such other information as Engineer may request.
- 6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work. After initiation of construction, provide bi-weekly written report of construction schedule for following 2-week period.
- 6.3 Provide two (2) copies of the following information:
 - 6.3.1 Purchase orders without prices and subcontracts with prices.
 - 6.3.2 Shipping papers for all material.
 - 6.3.3 All material test reports.
 - 6.3.4 Concrete mix design; submit 8 days before proposed mix is to be used.

DETAILED SPECIFICATIONS

7. PLANS AND SPECIFICATIONS

- 7.1 Engineer will furnish up to five (5) sets of Plans and Specifications after award of Contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 7.2 Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.
- 7.3 Provide one (1) set of Plans and Specifications for each foreman or superintendent in charge of each crew on job.

8. STANDARDS AND CODES

- 8.1 Do work in accordance with best present-day installation and construction practices.
- 8.2 Conform with and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to the contrary.
 - 8.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 8.2.2 American Concrete Institute (ACI).
 - 8.2.3 American Institute of Steel Construction (AISC)
 - 8.2.4 American National Standards Institute (ANSI).
 - 8.2.5 American Society of Testing and Materials (ASTM).
 - 8.2.6 American Water Works Association (AWWA).
 - 8.2.7 American Standards Association (ASA)
 - 8.2.8 American Welding Society (AWS).
 - 8.2.9 Federal Specifications (FS).

DETAILED SPECIFICATIONS

- 8.2.10 Iowa Department of Transportation (IDOT); 2009 edition of Standard Specifications for Highway and Bridge Construction including the current General Supplemental Specification for Construction Projects issued through the Contract date, except as follows:
- a. Division 11, General Requirements and covenants shall not apply to this project. See specification sections “Regulations of the Contract” and “Supplemental Regulations” attached herein.
 - b. In case of conflict between IDOT Standard specifications and the Project Manual for this project. The Project Manual shall govern.
 - c. Incentives for smoothness of pavement will not be paid. All other provisions of Section 2316 Pavement Smoothness shall apply.
 - d. Payment in excess of 100% of bid unit price based on Quality Index will not be made for PCC pavement.
- 8.2.11 Iowa Occupational Safety and Health Act of 1972 (Chapter 83, Code of Iowa 1987)(IOSHA).
- 8.2.12 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- 8.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
- 8.2.14 Manual on Uniform Traffic Control Devices (MUTCD).
- 8.2.15 American Disabilities Act (ADA)
- 8.2.16 Standards and Codes of the State of Iowa and applicable local standards and codes of the City of Dyersville and Dubuque County.
- 8.2.17 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

9. MATERIALS TESTS

- 9.1 Includes all materials tests or tests specified hereinafter.
- 9.2 Employ testing laboratory approved by Engineer to show that construction materials comply with Specifications.
- 9.3 Incorporate no materials in work until laboratory tests have been furnished which show that materials comply with Specifications.

DETAILED SPECIFICATIONS

- 9.4 All materials subject to sampling, testing, inspection and rejection at site by Engineer.
- 9.5 Incorporate no material in work until laboratory tests have been furnished which show materials comply with specification.
- 9.6 Laboratory tests for materials:
 - 9.6.1 Reinforced concrete pipe: Test two (2) pieces of each diameter of each class furnished; check reinforcing size and placement; ASTM C76.
 - 9.6.2 Vitrified clay pipe: Test two (2) pieces of each diameter furnished, ASTM C301.
 - 9.6.3 Ductile iron pipe: Certify that pipe conforms to ANSI A21.51.
 - 9.6.4 Steel pipe: Certify that pipe conforms to ASTM A53.
 - 9.6.5 Other pipe: Certify that pipe conforms to applicable Specifications.
 - 9.6.6 Cement: Bin sample for entire requirement, ASTM C150.
 - 9.6.7 Concrete aggregates: One (1) sample of each, ASTM C33.
 - 9.6.8 Reinforcing steel: Furnish original and one copy of certified test report by manufacturer.
 - 9.6.9 Welded wire fabric: Furnish original and one copy of certified test report by manufacturer.

10. FIELD TESTS

- 10.1 Notify Engineer when installation is complete and ready for testing.
- 10.2 Engineer will retain testing laboratory and conduct all field tests and determine location of tests.
- 10.3 If test results do not meet those specified, make necessary corrections and repeat tests to demonstrate that test requirements are satisfied.

11. RESPONSIBILITY OF CONTRACTOR

- 11.1 Protection of the work.
- 11.2 Protection of all property from injury or loss resulting from his operations.

DETAILED SPECIFICATIONS

- 11.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- 11.4 Cooperate with Owner, Engineer and representative utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.
- 11.5 Keep cleanup current.
- 11.6 Comply with all Federal, State of Iowa, Dubuque County and City of Dyersville Laws and Ordinances.
- 11.7 Keep existing sewers in continuous operation without bypassing.

12. TEMPORARY WORK

- 12.1 Make all temporary service connections necessary for maintaining utility service during the course of the work.
- 12.2 Construct temporary drains to keep work in the dry; maintain new improvements as directed by Engineer.
- 12.3 Construct temporary asphalt surfaces as directed, in order to enhance traffic control.

13. TRAFFIC CONTROL

- 13.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles. All barricades, lights and/or watchmen at expense of Contractor. Maintenance shall include sign washing as required by the Engineer.
- 13.2 Location and arrangement: Conform to Ordinances, Laws and MUTCD; meet approval of Owner and Engineer.
- 13.3 Responsibility: Maintain, control, and protect traffic within construction area including side street crossings, temporary run-arounds, use of one or more lanes and related operations and detours outside construction area.
- 13.4 Closing or partially closing streets: Close or restrict traffic in streets only with permission of Engineer; provide for maximum safety and convenience of public; open street when work is complete or as directed by Engineer. Access to private property must be maintained during construction.

DETAILED SPECIFICATIONS

- 13.5 Emergency traffic: Provide continuous access for police, fire and emergency vehicles.
- 13.6 Take every precaution to protect pedestrian and vehicle traffic.

14. REMOVAL AND REPLACEMENT OF IRRIGATION SYSTEMS

- 14.1 Irrigation lines and sprinkler heads are known to exist along this project. It is the Contractor's responsibility to determine the location and types of irrigation systems to be encountered and the total work to be completed under this paragraph.
- 14.2 Remove parts of irrigation systems as necessary to complete the grading, paving and utility adjustments. Cap off ends or modify systems where removals occur to allow the system's owner continued use of the remaining system.
- 14.3 Replace and repair irrigation system after final grading and prior to seeding and sodding. Protect irrigation system after replacement and repair from later construction activities.
- 14.4 Replaced and repaired irrigation system shall be equivalent or better than existing system.
 - a. Contractor shall furnish shop drawings for the sprinkler system relocations to the Engineer for review and approval by the system's owner prior to construction. Engineer will assist Contractor in obtaining plans for the existing systems where available.

15. STORAGE OF MATERIALS AND EQUIPMENT

- 15.1 Limited storage space for materials and equipment will be available at project sites and along easements; string pipe within construction easements provided.
- 15.2 Storage areas shall be subject to approval of Engineer.
- 15.3 Store materials and equipment in manner which will preserve their quality and fitness.

16. HISTORICAL//ARCHAEOLOGICAL AUDITS

- 16.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed

DETAILED SPECIFICATIONS

only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

17. EROSION CONTROL AND NPDES STORMWATER PERMIT

- 17.1 This project is subject to Section 402 (b) of the Clean Water Act and Iowa Code Section 455B.174 and 567 IAC 64.4 (projects disturbing one (1) or more total acres) and requires issuance of a National Pollution Discharge Elimination System (NPDES) General Permit No. 2, or an individual NPDES Permit for Stormwater Discharge Associated with Industrial Activity for Construction Activities.
- 17.2 Contractor shall be the responsible party for obtaining authorization, implementing and complying with a General Permit No. 2 for Stormwater discharge for the construction activities associated with the project. Contractor shall be the permittee and solely responsible for compliance and costs associated therewith, including those specifically referenced herein. Contractor shall not rely on any stormwater discharge permitting or efforts already under taken by the City of Dyersville for this project, including but not limited to those referenced herein. Contractor will be responsible for preparation of a Storm Water Pollution Prevention Plan.
- 17.3 Contractor shall be responsible to retain or engage persons knowledgeable in the preparation of a Storm Water Pollution Prevention Plan. The Storm Water Pollution Prevention Plan shall be prepared by the Contractor in a manner that complies with all Iowa Department of Natural Resources applicable requirements.
- 17.4 Contractor shall be the responsible party for publishing notice in newspapers as required for General Permit No. 2. The Contractor will be the responsible party for preparing and submitting Notice of Intent to the Iowa Department of Natural Resources for General Permit No. 2. The Contractor shall be responsible to pay all fees and costs associated with the preparation of the Storm Water Pollution Prevention Plan, publication of the notice and filing of Notice of Intent for coverage under General Permit No. 2.
- 17.5 The Contractor is responsible for implementation, inspection, maintenance, and monitoring compliance with the Storm Water Pollution Prevention Plan requirements and General Permit No.2.
- 17.6 All subcontractors must sign the NPDES certification statement before conducting any work at the site. The certifications must be signed in accordance with the signatory requirements found in the permit and must be incorporated in the Storm Water Pollution Prevention Plan.

DETAILED SPECIFICATIONS

- 17.7 In the event that the Iowa Department of Natural Resources considers the Owner to be a co-permittee, the Contractor agrees to indemnify and hold harmless the Owner for all issues and activities relating to the Storm Water Pollution Prevention Plan and permit including, but not limited to fines and penalties.
- 17.8 References to silt fences and other erosion control devices or measures, if any, in the specifications or on the plans are intended to illustrate typical erosion control measures to be implemented by the Contractor. References in the plans or specifications shall not be considered a part of the Storm Water Pollution Prevention Plan. The occasion that erosion control measures or devices are not indicated on the plans or in the specifications does not waive the Contractor's responsibilities associated with the NPDES Storm Water permit nor the Storm Water Pollution Prevention Plan.
- 17.9 Contractor is responsible for developing the phasing and staging plans for implementation of the Storm Water Pollution Prevention Plan.
- 17.10 The Contractor is responsible for filing the Notice of Discontinuation of General Permit No. 2 after vegetative growth has been re-established to the required levels of permit.
- 17.11 The Contractor is responsible for all fees and fines associated with the permit and permit violations.
- 17.12 The Contractor is responsible for maintaining a copy of the Storm Water Pollution Prevention Plan on the project site and for all site inspection and monitoring required by the permit.
- 17.13 The Contractor is responsible to complete all requirements for NPDES General Permit No. 2 in a timely manner to avoid any delays in start of construction. No construction activity shall commence until General Permit No. 2 has been issued and any requirements contained therein have been met. No extension of time for completion of construction will be granted for delays experienced in issuance or failure to meet requirements of the General Permit No. 2 in a timely manner.
- 17.14 The Contractor is responsible for providing project copies of the Storm Water Pollution Prevention Plan and any updates, inspection reports, and Notice of Discontinuation to the City in a timely manner.

TECHNICAL SPECIFICATIONS

US 52 AND 12TH AVE TRAFFIC SIGNAL FROM 13TH AVE TO 12TH AVE DYERSVILLE, IOWA

INDEX

1. **STANDARD SPECIFICATIONS**
2. **MODIFICATIONS TO STANDARD SPECIFICATIONS**
3. **MEASUREMENT AND PAYMENT**
4. **INCIDENTAL ITEMS**

1. **STANDARD SPECIFICATIONS**

The 2025 edition of the Statewide Urban Design and Specifications (SUDAS), all City of Dyersville supplements (if applicable), Regulations of the Contract, Supplemental Regulations of the Contract, Special Conditions, Detailed Specifications, Technical Specifications, and Appendix included in the Contract Documents shall apply to all work performed on this project unless otherwise noted herein. In case of a conflict between varying specifications, the most stringent shall apply.

2. **MODIFICATIONS TO STANDARD SPECIFICATIONS**

2.1 None

3. **MEASUREMENT AND PAYMENT**

3.1 None

4. **INCIDENTAL ITEMS**

4.1 The following list includes other items that are incidental to the project and will not be paid for as separate items. Other items may be designated as incidental under specific bid items. Items of work not specifically identified are considered incidental:

- Dewatering
- Handling stormwater flow during construction
- Construction fencing
- Excavation , verification , and protection of existing utilities
- Coordination and cooperation with other Contractors
- Coordination and cooperation with utility companies
- Coordination and cooperation with property owners
- Coordination and cooperation with the City of Dyersville
- Temporary accesses

TECHNICAL SPECIFICATIONS

Site cleanup and restoration
Monitoring weather conditions
Maintenance of traffic control devices
Finish grading
Construction staging Overhaul
Dust control Proof rolling
Working fill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Incorporating water into fill to achieve acceptable moisture content
Incorporating water into subgrade to achieve acceptable moisture content
Installation and maintenance of erosion control devices
Removal of sediment and cleaning sediment from travelled roadways (daily)

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____ as CONTRACTOR, hereinafter called the Contractor, and, _____ as Surety, herein after called Surety are held and firmly bound unto the City of Dyersville, Iowa, hereinafter called the 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 Contractor entered into a certain written AGREEMENT with the OWNER, dated the ___ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

_____, which Agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years for P.C. Concrete and A.C. Concrete and four (4) years for all underground work including, but not limited to subdrain, footing drain, clean-outs, storm sewer service stubs, storm sewer, manholes, sanitary sewer and sanitary sewer services from the date of final acceptance of the work by the OWNER, a copy of which Agreement is by reference made a part hereof:

NOW, THEREFORE, the condition of this Obligation is such that, if the CONTRACTOR shall faithfully perform the CONTRACT on his part and shall fully indemnify and save harmless the OWNER from all cost and damage which he may suffer by reason of failure so to do, and shall fully reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any such default.

PROVIDED, FURTHER, that if the CONTRACTOR shall pay all persons who have contracts directly with the CONTRACTOR for labor or materials, failing which such persons shall have a direct right of action against the CONTRACTOR and SURETY or SURETIES under this Obligation, subject to the OWNER'S priority.

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect. PROVIDED, HOWEVER, that no suit, action or proceeding by reason of any default whatever shall be brought on this BOND after five (5) years from the date of final acceptance of the work.

PROVIDED, FURTHER, that any alterations which may be made in the terms of the CONTRACT, or in the work to be done under it, or the giving by the OWNER of any extension of time for the performance of the CONTRACT, or any other forbearance on the part of either the OWNER or the CONTRACTOR to the other shall not in any way release the CONTRACTOR and the SURETY or SURETIES, or either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the SURETY or SURETIES of any such alteration, extension or forbearance being hereby waived.

AND FURTHER PROVIDED, the CONTRACTOR and SURETY or SURETIES on this BOND hereby agree to pay all persons, firms or corporations having contracts directly with the CONTRACTOR or with SUBCONTRACTORS, all just claims due them for labor performed or material furnished, in the performance of the CONTRACT on account of which this BOND is given, when the same are not satisfied out of the portion of the CONTRACT price which the OWNER shall retain until completion of the improvements, but the CONTRACTOR and SURETY or SURETIES shall not be liable to said persons, firms or corporations unless the claims of said claimants against said portions of the CONTRACT price shall have been established as provided by law.

Every SURETY on this BOND shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

MAINTENANCE BOND

- a. To the extension of time to the CONTRACTOR in which to perform the CONTRACT.
- b. To changes in the plans, specifications or CONTRACT, when such changes do not involve an increase of more than twenty percent (20%) of the total CONTRACT price, and shall then be released only as to such excess increase.
- c. That no provision of this BOND or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this BOND for defects in workmanship or material not discovered or known to the OWNER at the time such work was accepted.

IN WITNESS WHEREOF, this Instrument is executed in _____ counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

CONTRACTOR:

Contractor Company

By:

Signature

Title

Surety:

Surety Company

By:

Signature Attorney-In-Fact

Name of Attorney-In-Fact

Company Name

Company Address

Including Zip Code

Company Telephone Number