# City of Charles City
# City Council Agenda
# Council Chambers, City Hall

1. **Meeting Date And Time**

   A. February 18, 2026, At 6:00 P.m. City Council, Mayor, And City Staff Will Be Attending In Person In The Zastrow Room At The Public Library. The Public Can Attend In Person Or They Can Attend The Meeting Via Zoom.com: Meeting ID 787 065 8066. Phone Number To Call To Participate Via Telephone: 312-626-6799.

2. **Call To Order**

3. **Citizen/Public Comments (Limited To 5 Minutes Per Comment)**
   An opportunity for citizens, groups or representatives or organizations to address the Governing Body on any issue which is not on the agenda

4. **Mayor's Welcome**

5. **Consider Approval Of The Agenda**
   Discussion
   Motion

6. **Consider Approval Of The Minutes Of The January 28, February 2, February 4, February 10, And February 11 Meetings:**

   Discussion

   Motion

7. **Consider Approval Of The Consent Calendar**

   A. Approve Autorenewal Of Class E Retail Alcohol License For FAREWAY STORES, INC. #501

   B. Approve 1/26 Financials For City Of Charles City & CC Public Employees Health Plan

      Documents:

      CITY FINANCIALS_CC HEALTH PLAN_01.2026.PDF

   C. Payment Of Claims

      Documents:

      CLAIMS REPORT 2.19.2026.PDF

8. **Business Of The Mayor**

   A. Board, Commission, And Committee Appointments

      1. Re-appoint Rick Noah to Planning & Zoning Commission- term ending 1/1/2029
      2. Re-appoint Joel Farnham, Brandon Franke, & Jen Burton to Housing & Redevelopment Authority Board of Commissioners- terms ending 2/1/2028
      3. Re-appoint Michael Hammond to the Board of Adjustment- term ending

1/1/2031

9. **Petitions, Public Hearings, Communications, Awards And Requests**

   A. Annual Report From Historic Preservation Commission

   B. Consider Parade Permit And Street Closure Request For St. Patrick's Day Parade

      Discussion

      Motion

      Documents:

      PARADE PERMIT_STREET CLOSURE_ST PAT PARADE_3.14.2026.PDF

10. **Ordinances, Resolutions, And Motions**

   A. Consider Third Reading Of Ordinance No. 1197 AMENDING THE CHARLES CITY CODE OF ORDINANCES SECTION 159.03-REGISTRATION OF RENTAL PROPERTIES; SECTION 159.05- CONSENT TO INSPECTION; AND SECTION 159.06, INSPECTION OF RENTAL PROPERTY, SUBSECTION 3- INSPECTION RENEWAL AND SUBSECTION 5- REGISTRATION OF NEW RENTAL UNITS, TO AMEND THE DATE BY WHICH AN OWNER MUST REGISTER THE OWNER'S RENTAL PROPERTY, TO AMEND THE REQUIREMENTS REGARDING CONSENT TO AN INSPECTION, TO AMEND INSPECTION REQUIREMENTS TO REQUIRE INSPECTIONS ON FIVE YEAR CYCLES; AND TO AMEND THE EXPIRATION DATE FOR NEW RENTAL UNITS

      Discussion

      Motion

      Consider Motion to Adopt and Publish Ordinance No. 1197

      Discussion

      Motion

      Documents:

      ORD 1197 AMENDING RENTAL REGISTRATION PROVISIONS.PDF

   B. Consider Resolution No. 15-26 APPROVING THE PURCHASE OF A 2025 FORD F-150 POLICE RESPONDER FOR THE CHARLES CITY POLICE DEPARTMENT

      Discussion

      Motion

      Documents:

      AIS - RES 15-26 PUCHASE OF F150 POLICE RESPONDER.PDF

C. Consider Resolution No. 16-26 APPROVING THE PURCHASE OF A 2026 DODGE RAM 3500 TRADESMAN FOR THE CHARLES CITY STREET DEPARTMENT

Discussion

Motion

Documents:

AIS - RES 16-26 STREET DEPT VEHICLE PURCHASE.PDF

D. Consider Resolution No. 17-26 APPROVING A SEVEN-YEAR LEASE AGREEMENT FOR CARBON DIOXIDE STORAGE SYSTEM EQUIPMENT FOR THE WATER TREATMENT PLANT

Discussion

Motion

Documents:

AIS - RES 17-26 CO2 TANK LEASE.PDF

E. Consider Resolution No. 18-26 APPROVING THE PURCHASE AND INSTALLATION OF A NEW BOILER SYSTEM FOR THE WATER TREATMENT PLANT

Discussion

Motion

F. Consider Resolution No. 19-26 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SHORT ELLIOTT HENDRICKSON INC. (SEH) FOR WELL 9 PLANNING AND DESIGN

Discussion

Motion

G. Consider Resolution No. 20-26 APPROVING AN URBAN REVITALIZATION APPLICATION FOR TAX EXEMPTION FOR PROPERTY LOCATED AT 419 MEADOW LANE, CHARLES CITY, IA

Discussion

Motion

Documents:

AIS - RES 20-26 URBAN REVITE APP- 419 MEADOW LANE.PDF

H. Consider Resolution No. 21-26 APPROVING PAYMENT REQUEST #12 FOR THE CITY HALL/POLICE DEPARTMENT RENOVATION PROJECT

Discussion

Motion

Documents:

AIS - RES 21-26 CITY HALL PD PARTIAL PAYMENT REQUESTS 12 PDF.PDF

I. Consider Resolution No. 22-26 APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 BRACKETT STREET CN RAILROAD CROSSING IMPROVEMENT PROJECT

Discussion

Motion

Documents:

AIS 2026 RAILROAD PROJECT PREL PLAN APPROVAL COUNCIL MEETINGPDF.PDF

J. Consider Resolution No. 23-26 APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 IOWA - LANE STREETS INTERSECTION IMPROVEMENT PROJECT

Discussion

Motion

K. Consider Resolution No. 24-26 APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 NORTH GRAND AVENUE CPKC RAILROAD CROSSING IMPROVEMENT PROJECT

Discussion

Motion

L. Consider Resolution No. 25-26 DIRECTING THE PLANNING AND ZONING COMMISSION TO REVIEW THE UNIFIED DEVELOPMENT ORDINANCE REQUIREMENTS IN REGARDS TO LAND USE REGULATIONS FOR LIQUOR AND TOBACCO SALES

Discussion

Motion

Documents:

RES 25-26 DIRECTING PZ TO REVIEW PROPOSED UDO AMENDMENTS.PDF

M. Consider Resolution No. 26-26 APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES BETWEEN THE CITY OF

CHARLES CITY AND _____

Discussion

Motion

**11. Other Business**

A. Miscellaneous Correspondence

B. Attorney's Report

C. City Clerk's Report

D. City Administrator's Report

E. Board, Commission or Committee Reports

**12. Adjournment**

# TREASURER'S REPORT
## CALENDAR 1/2026, FISCAL 7/2026



| ACCOUNT | TITLE | LAST MONTH END BALANCE | REVENUE | DISBURSED | CHANGE IN LIABILITY | ENDING BALANCE |
|---|---|---|---|---|---|---|
| 001 | GENERAL | 3,342,209.78 | 293,228.66 | 307,696.33 | .00 | 3,327,742.11 |
| 002 | PETTY CASH | 1,045.00 | .00 | .00 | .00 | 1,045.00 |
| 003 | DISPATCH | .00 | .00 | .00 | .00 | .00 |
| 004 | K-9 UNIT | 15,393.90 | .00 | .00 | .00 | 15,393.90 |
| 005 | POLICE SAFETY EDUCATIO | 6,592.20 | .00 | .00 | .00 | 6,592.20 |
| 007 | PARK & REC C/I HOTEL/M | 18,147.03 | 55.89 | 128.00 | .00 | 18,074.92 |
| 009 | COMMUNCIATION EQUIP FU | .00 | .00 | .00 | .00 | .00 |
| 010 | HOTEL MOTEL TAX | 199,357.08 | 11,043.86 | .00 | .00 | 210,400.94 |
| 030 | NUISANCE ABATEMENT RES | 78,602.50 | .00 | .00 | .00 | 78,602.50 |
| 040 | RAGBRAI | 11,617.70 | 477.28 | .00 | .00 | 12,094.98 |
| 050 | POLICE PURCHASE RESERV | 20,000.00 | .00 | .00 | .00 | 20,000.00 |
| 051 | FIRE PURCHASE RESERVE | 95,000.00 | .00 | .00 | .00 | 95,000.00 |
| 052 | RIVERFRONT MAINT RESER | 10,000.00 | .00 | .00 | .00 | 10,000.00 |
| 053 | PARK & REC PURCHASE RE | 92,489.38 | .00 | .00 | .00 | 92,489.38 |
| 054 | ADMIN PURCHASE RESERVE | 3,000.00 | .00 | .00 | .00 | 3,000.00 |
| 070 | HOUSING INITIATIVE | 170,196.20 | .00 | .00 | .00 | 170,196.20 |
| 099 | PAYROLL CLEARING | .00 | .00 | .00 | .00 | .00 |
| 110 | ROAD USE TAX | 776,055.98 | 88,905.50 | 34,498.17 | .00 | 830,463.31 |
| 112 | EMPLOYEE BENEFITS | 981,485.11 | 6,297.26 | 94,048.49 | .00 | 893,733.88 |
| 113 | CVTC OPERATING FUND | 47,136.03 | 9,602.19 | 14,118.45 | .00 | 42,619.77 |
| 119 | EMERGENCY | .00 | .00 | .00 | .00 | .00 |
| 120 | WPC FLOOD WAL | .00 | .00 | .00 | .00 | .00 |
| 121 | LOCAL OPTION SALES TAX | 1,824,388.42 | 109,159.93 | .00 | .00 | 1,933,548.35 |
| 122 | 2013 FLOOD | .00 | .00 | .00 | .00 | .00 |
| 123 | 2016 FLOOD | .00 | .00 | .00 | .00 | .00 |
| 124 | LMI Set a side | 53,366.56 | 165.54 | .00 | .00 | 53,532.10 |
| 125 | RIVERSIDE TIF | 68,403.04 | 661.63 | .00 | .00 | 69,064.67 |
| 126 | SW BYPASS TIF | 243,483.76 | 1,317.84 | .00 | .00 | 244,801.60 |
| 127 | SOUTH GRAND TIF | 201,869.68 | 1,132.15 | .00 | .00 | 203,001.83 |
| 128 | EAST PARK TIF | 4,364.49 | 13.54 | .00 | .00 | 4,378.03 |
| 129 | PARK AVENUE TIF | 22,875.96 | 70.96 | .00 | .00 | 22,946.92 |
| 130 | AMERICAN RESCUE FUND | 1,261,880.93 | 3,914.25 | .00 | .00 | 1,265,795.18 |
| 131 | STATE CARES | .00 | .00 | .00 | .00 | .00 |
| 160 | CW REC TRAIL | .00 | .00 | .00 | .00 | .00 |
| 161 | 2024 FLOOD | 44,166.41 | 2,003.71 | 13,468.88 | .00 | 32,701.24 |
| 163 | CEBA GRANT | .00 | .00 | .00 | .00 | .00 |
| 167 | LIBRARY TRUST FUNDS | 274,688.38 | 2,420.53 | .00 | .00 | 277,108.91 |
| 170 | FGP ADVISORY | 80,229.57 | 1,296.67 | 485.16 | .00 | 81,041.08 |
| 171 | FGP FEDERAL ADMINISTRA | 22,877.83- | 39,675.51 | 32,951.82 | .00 | 16,154.14- |
| 172 | PUBLIC HOUSING SEC DEP | .00 | .00 | .00 | .00 | .00 |
| 173 | PUBLIC HOUSING | .00 | .00 | .00 | .00 | .00 |
| 174 | SECTION 8 VOUCHER | .00 | .00 | .00 | .00 | .00 |
| 175 | HOUSING NON-RESTRICTED | .00 | .00 | .00 | .00 | .00 |
| 177 | POLICE ASSET FORFEITUR | 8,076.68 | 25.05 | .00 | .00 | 8,101.73 |
| 178 | DWELLING STRUCTURE | .00 | .00 | .00 | .00 | .00 |
| 179 | 2012 REHAB GRANT | .00 | .00 | .00 | .00 | .00 |
| 189 | 2018 REHAB GRANT | .00 | .00 | .00 | .00 | .00 |
| 190 | HOMEFIT PROJECT | .00 | .00 | .00 | .00 | .00 |
| 199 | CABLE TV | 185,991.45 | 8,740.70 | .00 | .00 | 194,732.15 |
| 200 | DEBT SERVICE | 467,487.62 | 1,421.42 | .00 | .00 | 468,909.04 |
| 303 | STREET RELATED C/I | 150,048.68- | .00 | 106,220.07 | .00 | 256,268.75- |
| 304 | CLARK ST. ARBORETUM | .00 | .00 | .00 | .00 | .00 |
| 306 | CLARK STREET TRAIL | .00 | .00 | .00 | .00 | .00 |

# TREASURER'S REPORT
## CALENDAR 1/2026, FISCAL 7/2026



| ACCOUNT | TITLE | LAST MONTH END BALANCE | REVENUE | DISBURSED | CHANGE IN LIABILITY | ENDING BALANCE |
|---|---|---|---|---|---|---|
| 314 | LAW ENFORCEMENT GRANT | .00 | .00 | .00 | .00 | .00 |
| 316 | 05 S MAIN | .00 | .00 | .00 | .00 | .00 |
| 326 | 2016 CAPTIAL PROJECT | .00 | .00 | .00 | .00 | .00 |
| 327 | 2017 CAP PROJECT | .00 | .00 | .00 | .00 | .00 |
| 328 | 2018 CAPITAL FUND | .00 | .00 | .00 | .00 | .00 |
| 329 | 2019 CAPITAL FUND | .00 | .00 | .00 | .00 | .00 |
| 330 | 2020 CAPITAL FUND | .00 | .00 | .00 | .00 | .00 |
| 331 | 2021 CAPITAL FUND | .00 | .00 | .00 | .00 | .00 |
| 332 | 2022 CAPTIAL FUND | .00 | .00 | .00 | .00 | .00 |
| 333 | 2023 CAPITAL FUND | .00 | .00 | .00 | .00 | .00 |
| 334 | 2024 CAPTIAL FUND PROJ | .00 | .00 | .00 | .00 | .00 |
| 350 | CAPITAL PROJECT-MCQUIL | .00 | .00 | .00 | .00 | .00 |
| 351 | RCPP GRANT PROJECT | 500.00 | .00 | .00 | .00 | 500.00 |
| 352 | CW BRIDGE/ROAD PROJECT | 224,583.24 | .00 | .00 | .00 | 224,583.24 |
| 353 | FIBER TO HOME PROJECT | .00 | .00 | .00 | .00 | .00 |
| 354 | SW INDUSTRIAL STORM WA | .00 | .00 | .00 | .00 | .00 |
| 355 | IPC/SPONSORED PROJECT | 53,087.12- | 15,000.00 | .00 | .00 | 38,087.12- |
| 356 | AVE OF SAINTS CERT SIT | .00 | .00 | .00 | .00 | .00 |
| 357 | ARBORETUM PROj-PHASE 2 | 63,965.56- | .00 | .00 | .00 | 63,965.56- |
| 358 | TREE REMOVE/REVITE PRO | 1,398.00 | .00 | .00 | .00 | 1,398.00 |
| 359 | CW BIKE TRAIL EXTENSIO | 141,524.21- | .00 | 8,177.36 | .00 | 149,701.57- |
| 360 | CITY HALL/PED MALL PRO | 64,998.92 | .00 | 99,295.07 | .00 | 34,296.15- |
| 361 | POOL RENOVATION PROJEC | 128,375.25 | .00 | .00 | .00 | 128,375.25 |
| 362 | MAIN STREET BRIDGE PRO | 54,468.56- | .00 | .00 | .00 | 54,468.56- |
| 363 | RR XING-N. GRAND AVE. | .00 | .00 | 4,000.00 | .00 | 4,000.00- |
| 364 | RR XING-IOWA/LANE | .00 | .00 | 100.00 | .00 | 100.00- |
| 365 | RR XING-BRACKETT | 650.00- | .00 | .00 | .00 | 650.00- |
| 600 | WATER | 1,949,639.94 | 441,245.30 | 253,963.94 | .00 | 2,136,921.30 |
| 601 | WATER RESERVE FUND | 69,417.00 | .00 | .00 | .00 | 69,417.00 |
| 602 | UTILITY IMPROVEMENTS P | .00 | .00 | .00 | .00 | .00 |
| 603 | WATER METER DEPOSITS | 54,329.98 | 2,250.00 | 311.84 | .00 | 56,268.14 |
| 604 | WATER LOOPING PROJECT | .00 | .00 | .00 | .00 | .00 |
| 605 | CLEAR WELL PROJECT | 16,089.61- | .00 | .00 | .00 | 16,089.61- |
| 610 | WATER RESOURCE RECOVER | 848,978.91 | 594,591.26 | 84,701.61 | .00 | 1,358,868.56 |
| 611 | SEWER RESERVE FUND | 59,678.49 | .00 | .00 | .00 | 59,678.49 |
| 612 | UV DISINFECTION PROJEC | .00 | .00 | .00 | .00 | .00 |
| 613 | WWTP EXPANSION FUND | .00 | .00 | .00 | .00 | .00 |
| 670 | WASTE FUND | 196,410.45 | 75,895.69 | 75,645.59 | .00 | 196,660.55 |
| 690 | TRANSIT | 8,040.41- | 20,665.06 | 42,825.80 | .00 | 30,201.15- |
| 740 | STORM WATER | 571,898.01 | 19,444.08 | 4,844.00 | .00 | 586,498.09 |
| 741 | FIRE EXTINGUISHER | 20,275.61 | 258.08 | 777.49 | .00 | 19,756.20 |
| | Report Total | 14,289,332.66 | 1,750,979.54 | 1,178,258.07 | .00 | 14,862,054.13 |

# REVENUE REPORT
## CALENDAR 1/2026, FISCAL 7/2026



**PCT OF FISCAL YTD 58.3%**

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | GENERAL TOTAL | 5,036,229.00 | 293,228.66 | 2,736,181.97 | 54.33 | 2,300,047.03 |
| | PETTY CASH TOTAL | .00 | .00 | .00 | .00 | .00 |
| | DISPATCH TOTAL | .00 | .00 | .00 | .00 | .00 |
| | K-9 UNIT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | POLICE SAFETY EDUCATION TOTAL | 2,000.00 | .00 | 4,274.00 | 213.70 | 2,274.00- |
| | PARK & REC C/I HOTEL/MOTE TOTA | 61,100.00 | 55.89 | 538.86 | .88 | 60,561.14 |
| | COMMUNCIATION EQUIP FUND TOTA | .00 | .00 | .00 | .00 | .00 |
| | HOTEL MOTEL TAX TOTAL | 157,000.00 | 11,043.86 | 110,201.98 | 70.19 | 46,798.02 |
| | NUISANCE ABATEMENT RESERV TOTA | 40,000.00 | .00 | .00 | .00 | 40,000.00 |
| | RAGBRAI TOTAL | .00 | 477.28 | 477.28 | .00 | 477.28- |
| | POLICE PURCHASE RESERVE TOTAL | 40,000.00 | .00 | .00 | .00 | 40,000.00 |
| | FIRE PURCHASE RESERVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | RIVERFRONT MAINT RESERVE TOTA | 15,000.00 | .00 | .00 | .00 | 15,000.00 |
| | PARK & REC PURCHASE RESER TOTA | 30,614.00 | .00 | 8,500.00 | 27.77 | 22,114.00 |
| | ADMIN PURCHASE RESERVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | HOUSING INITIATIVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | ROAD USE TAX TOTAL | 1,051,940.00 | 88,905.50 | 642,042.19 | 61.03 | 409,897.81 |

# REVENUE REPORT
## CALENDAR 1/2026, FISCAL 7/2026



**PCT OF FISCAL YTD 58.3%**

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | EMPLOYEE BENEFITS TOTAL | 1,308,713.00 | 6,297.26 | 763,226.60 | 58.32 | 545,486.40 |
| | CVTC OPERATING FUND TOTAL | 149,187.00 | 9,602.19 | 71,491.19 | 47.92 | 77,695.81 |
| | EMERGENCY TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WPC FLOOD WAL TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LOCAL OPTION SALES TAX TOTAL | 1,010,000.00 | 109,159.93 | 692,388.34 | 68.55 | 317,611.66 |
| | 2013 FLOOD TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2016 FLOOD TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LMI Set a side TOTAL | 17,095.00 | 165.54 | 1,384.04 | 8.10 | 15,710.96 |
| | RIVERSIDE TIF TOTAL | 69,387.00 | 661.63 | 36,730.69 | 52.94 | 32,656.31 |
| | SW BYPASS TIF TOTAL | 559,431.00 | 1,317.84 | 421,557.86 | 75.35 | 137,873.14 |
| | SOUTH GRAND TIF TOTAL | 389,645.00 | 1,132.15 | 201,181.08 | 51.63 | 188,463.92 |
| | EAST PARK TIF TOTAL | 175.00 | 13.54 | 113.20 | 64.69 | 61.80 |
| | PARK AVENUE TIF TOTAL | .00 | 70.96 | 593.28 | .00 | 593.28- |
| | AMERICAN RESCUE FUND TOTAL | .00 | 3,914.25 | 32,726.47 | .00 | 32,726.47- |
| | STATE CARES TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CW REC TRAIL TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2024 FLOOD TOTAL | .00 | 2,003.71 | 83,083.98 | .00 | 83,083.98- |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | CEBA GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LIBRARY TRUST FUNDS TOTAL | 30,066.00 | 2,420.53 | 39,029.08 | 129.81 | 8,963.08- |
| | FGP ADVISORY TOTAL | 18,300.00 | 1,296.67 | 12,490.78 | 68.26 | 5,809.22 |
| | FGP FEDERAL ADMINISTRATIO TOTA | 419,060.00 | 39,675.51 | 158,155.00 | 37.74 | 260,905.00 |
| | PUBLIC HOUSING SEC DEP TOTAL | .00 | .00 | .00 | .00 | .00 |
| | PUBLIC HOUSING TOTAL | .00 | .00 | .00 | .00 | .00 |
| | SECTION 8 VOUCHER TOTAL | .00 | .00 | .00 | .00 | .00 |
| | HOUSING NON-RESTRICTED TOTAL | .00 | .00 | .00 | .00 | .00 |
| | POLICE ASSET FORFEITURE TOTAL | 150.00 | 25.05 | 209.50 | 139.67 | 59.50- |
| | DWELLING STRUCTURE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2012 REHAB GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2018 REHAB GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | HOMEFIT PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CABLE TV TOTAL | 43,500.00 | 8,740.70 | 30,452.18 | 70.01 | 13,047.82 |
| | DEBT SERVICE TOTAL | 948,770.00 | 1,421.42 | 320,110.28 | 33.74 | 628,659.72 |
| | STREET RELATED C/I TOTAL | 208,000.00 | .00 | .00 | .00 | 208,000.00 |
| | CLARK ST. ARBORETUM TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | CLARK STREET TRAIL TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2016 CAPTIAL PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2017 CAP PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2018 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2019 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2020 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2021 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2022 CAPTIAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2023 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2024 CAPTIAL FUND PROJECT TOTA | .00 | .00 | .00 | .00 | .00 |
| | CAPITAL PROJECT-MCQUILLEN TOTA | .00 | .00 | .00 | .00 | .00 |
| | RCPP GRANT PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CW BRIDGE/ROAD PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | FIBER TO HOME PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | SW INDUSTRIAL STORM WATER TOTA | .00 | .00 | .00 | .00 | .00 |
| | IPC/SPONSORED PROJECT TOTAL | 67,220.00 | 15,000.00 | 46,306.68 | 68.89 | 20,913.32 |
| | AVE OF SAINTS CERT SITE TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | ARBORETUM PROj-PHASE 2 TOTAL | .00 | .00 | .00 | .00 | .00 |
| | TREE REMOVE/REVITE PROJ TOTAL | .00 | .00 | 4,350.00 | .00 | 4,350.00- |
| | CW BIKE TRAIL EXTENSION TOTAL | .00 | .00 | 84,079.79 | .00 | 84,079.79- |
| | CITY HALL/PED MALL PROJ TOTAL | 260,000.00 | .00 | .00 | .00 | 260,000.00 |
| | POOL RENOVATION PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | MAIN STREET BRIDGE PROJ TOTAL | 340,000.00 | .00 | .00 | .00 | 340,000.00 |
| | RR XING-N. GRAND AVE. TOTAL | .00 | .00 | .00 | .00 | .00 |
| | RR XING-IOWA/LANE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | RR XING-BRACKETT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WATER TOTAL | 3,859,700.00 | 441,245.30 | 2,438,924.72 | 63.19 | 1,420,775.28 |
| | WATER RESERVE FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | UTILITY IMPROVEMENTS PLAN TOTA | .00 | .00 | .00 | .00 | .00 |
| | WATER METER DEPOSITS TOTAL | 25,000.00 | 2,250.00 | 13,590.00 | 54.36 | 11,410.00 |
| | WATER LOOPING PROJECT TOTAL | 250,000.00 | .00 | .00 | .00 | 250,000.00 |
| | CLEAR WELL PROJECT TOTAL | .00 | .00 | 41,283.92 | .00 | 41,283.92- |
| | WATER RESOURCE RECOVERY TOTAL | 2,368,950.00 | 594,591.26 | 1,675,124.88 | 70.71 | 693,825.12 |
| | SEWER RESERVE FUND TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT RECVD | UNCOLLECTED |
|---|---|---|---|---|---|---|
| | UV DISINFECTION PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WWTP EXPANSION FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WASTE FUND TOTAL | 849,000.00 | 75,895.69 | 505,625.00 | 59.56 | 343,375.00 |
| | TRANSIT TOTAL | 445,419.00 | 20,665.06 | 154,951.48 | 34.79 | 290,467.52 |
| | STORM WATER TOTAL | 204,630.00 | 19,444.08 | 132,040.37 | 64.53 | 72,589.63 |
| | FIRE EXTINGUISHER TOTAL | 6,100.00 | 258.08 | 3,152.16 | 51.67 | 2,947.84 |
| | TOTAL REVENUE BY FUND | 20,281,381.00 | 1,750,979.54 | 11,466,568.83 | 56.54 | 8,814,812.17 |

# BUDGET REPORT
## CALENDAR 1/2026, FISCAL 7/2026



**PCT OF FISCAL YTD 58.3%**

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | GENERAL TOTAL | 5,308,738.00 | 307,696.33 | 2,624,957.10 | 49.45 | 2,683,780.90 |
| | PETTY CASH TOTAL | .00 | .00 | .00 | .00 | .00 |
| | DISPATCH TOTAL | .00 | .00 | .00 | .00 | .00 |
| | K-9 UNIT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | POLICE SAFETY EDUCATION TOTAL | 2,000.00 | .00 | 1,250.00 | 62.50 | 750.00 |
| | PARK & REC C/I HOTEL/MOTE TOTA | 10,000.00 | 128.00 | 3,223.20 | 32.23 | 6,776.80 |
| | COMMUNCIATION EQUIP FUND TOTA | .00 | .00 | .00 | .00 | .00 |
| | HOTEL MOTEL TAX TOTAL | 152,450.00 | .00 | .00 | .00 | 152,450.00 |
| | NUISANCE ABATEMENT RESERV TOTA | 40,000.00 | .00 | .00 | .00 | 40,000.00 |
| | RAGBRAI TOTAL | .00 | .00 | .00 | .00 | .00 |
| | POLICE PURCHASE RESERVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | FIRE PURCHASE RESERVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | RIVERFRONT MAINT RESERVE TOTA | .00 | .00 | .00 | .00 | .00 |
| | PARK & REC PURCHASE RESER TOTA | .00 | .00 | .00 | .00 | .00 |
| | ADMIN PURCHASE RESERVE TOTAL | 3,000.00 | .00 | .00 | .00 | 3,000.00 |
| | HOUSING INITIATIVE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | PAYROLL CLEARING TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | ROAD USE TAX TOTAL | 1,022,758.00 | 34,498.17 | 542,774.20 | 53.07 | 479,983.80 |
| | EMPLOYEE BENEFITS TOTAL | 1,310,909.00 | 94,048.49 | 659,533.42 | 50.31 | 651,375.58 |
| | CVTC OPERATING FUND TOTAL | 157,768.00 | 14,118.45 | 43,427.80 | 27.53 | 114,340.20 |
| | EMERGENCY TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LOCAL OPTION SALES TAX TOTAL | 572,080.00 | .00 | .00 | .00 | 572,080.00 |
| | 2013 FLOOD TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2016 FLOOD TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LMI Set a side TOTAL | .00 | .00 | .00 | .00 | .00 |
| | RIVERSIDE TIF TOTAL | 67,387.00 | .00 | .00 | .00 | 67,387.00 |
| | SW BYPASS TIF TOTAL | 518,357.00 | .00 | 287,468.42 | 55.46 | 230,888.58 |
| | SOUTH GRAND TIF TOTAL | 385,445.00 | .00 | 45,034.87 | 11.68 | 340,410.13 |
| | EAST PARK TIF TOTAL | .00 | .00 | .00 | .00 | .00 |
| | PARK AVENUE TIF TOTAL | .00 | .00 | .00 | .00 | .00 |
| | AMERICAN RESCUE FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | STATE CARES TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2024 FLOOD TOTAL | .00 | 13,468.88 | 26,419.42 | .00 | 26,419.42- |
| | LIBRARY TRUST FUNDS TOTAL | 33,700.00 | .00 | 158.14 | .47 | 33,541.86 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | FGP ADVISORY TOTAL | 16,100.00 | 485.16 | 11,559.45 | 71.80 | 4,540.55 |
| | FGP FEDERAL ADMINISTRATIO TOTA | 392,256.00 | 32,951.82 | 182,946.95 | 46.64 | 209,309.05 |
| | PUBLIC HOUSING SEC DEP TOTAL | .00 | .00 | .00 | .00 | .00 |
| | PUBLIC HOUSING TOTAL | .00 | .00 | .00 | .00 | .00 |
| | SECTION 8 VOUCHER TOTAL | .00 | .00 | .00 | .00 | .00 |
| | HOUSING NON-RESTRICTED TOTAL | .00 | .00 | .00 | .00 | .00 |
| | POLICE ASSET FORFEITURE TOTAL | 3,000.00 | .00 | .00 | .00 | 3,000.00 |
| | DWELLING STRUCTURE TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2012 REHAB GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2018 REHAB GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | HOMEFIT PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CABLE TV TOTAL | 47,000.00 | .00 | .00 | .00 | 47,000.00 |
| | DEBT SERVICE TOTAL | 954,853.00 | .00 | 278,660.71 | 29.18 | 676,192.29 |
| | STREET RELATED C/I TOTAL | 208,000.00 | 106,220.07 | 216,268.75 | 103.98 | 8,268.75- |
| | CLARK ST. ARBORETUM TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CLARK STREET TRAIL TOTAL | .00 | .00 | .00 | .00 | .00 |
| | LAW ENFORCEMENT GRANT TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | 05 S MAIN TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2016 CAPTIAL PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2017 CAP PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2018 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2019 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2020 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2021 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2022 CAPTIAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2023 CAPITAL FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | 2024 CAPTIAL FUND PROJECT TOTA | .00 | .00 | .00 | .00 | .00 |
| | CAPITAL PROJECT-MCQUILLEN TOTA | .00 | .00 | .00 | .00 | .00 |
| | RCPP GRANT PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CW BRIDGE/ROAD PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | FIBER TO HOME PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | SW INDUSTRIAL STORM WATER TOTA | .00 | .00 | .00 | .00 | .00 |
| | IPC/SPONSORED PROJECT TOTAL | 5,000.00 | .00 | 8,109.72 | 162.19 | 3,109.72- |
| | AVE OF SAINTS CERT SITE TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | ARBORETUM PROj-PHASE 2 TOTAL | .00 | .00 | .00 | .00 | .00 |
| | TREE REMOVE/REVITE PROJ TOTAL | .00 | .00 | 2,952.00 | .00 | 2,952.00- |
| | CW BIKE TRAIL EXTENSION TOTAL | .00 | 8,177.36 | 33,980.17 | .00 | 33,980.17- |
| | CITY HALL/PED MALL PROJ TOTAL | 3,927,770.00 | 99,295.07 | 2,398,863.71 | 61.07 | 1,528,906.29 |
| | POOL RENOVATION PROJECT TOTAL | .00 | .00 | 39,443.83 | .00 | 39,443.83- |
| | MAIN STREET BRIDGE PROJ TOTAL | 340,000.00 | .00 | 54,468.56 | 16.02 | 285,531.44 |
| | RR XING-N. GRAND AVE. TOTAL | .00 | 4,000.00 | 4,000.00 | .00 | 4,000.00- |
| | RR XING-IOWA/LANE TOTAL | .00 | 100.00 | 100.00 | .00 | 100.00- |
| | RR XING-BRACKETT TOTAL | .00 | .00 | 650.00 | .00 | 650.00- |
| | WATER TOTAL | 3,742,495.00 | 253,963.94 | 1,545,166.33 | 41.29 | 2,197,328.67 |
| | WATER RESERVE FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | UTILITY IMPROVEMENTS PLAN TOTA | .00 | .00 | .00 | .00 | .00 |
| | WATER METER DEPOSITS TOTAL | 25,000.00 | 311.84 | 10,271.72 | 41.09 | 14,728.28 |
| | WATER LOOPING PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | CLEAR WELL PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WATER RESOURCE RECOVERY TOTAL | 2,359,411.00 | 84,701.61 | 773,544.99 | 32.79 | 1,585,866.01 |
| | SEWER RESERVE FUND TOTAL | .00 | .00 | .00 | .00 | .00 |

PCT OF FISCAL YTD 58.3%

| ACCOUNT NUMBER | ACCOUNT TITLE | BUDGET | MTD BALANCE | YTD BALANCE | PERCENT EXPENDED | UNEXPENDED |
|---|---|---|---|---|---|---|
| | UV DISINFECTION PROJECT TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WWTP EXPANSION FUND TOTAL | .00 | .00 | .00 | .00 | .00 |
| | WASTE FUND TOTAL | 866,036.00 | 75,645.59 | 482,435.21 | 55.71 | 383,600.79 |
| | TRANSIT TOTAL | 440,414.00 | 42,825.80 | 235,769.92 | 53.53 | 204,644.08 |
| | STORM WATER TOTAL | 216,795.00 | 4,844.00 | 40,815.04 | 18.83 | 175,979.96 |
| | FIRE EXTINGUISHER TOTAL | 6,000.00 | 777.49 | 1,294.71 | 21.58 | 4,705.29 |
| | TOTAL EXPENSES BY FUND | 23,134,722.00 | 1,178,258.07 | 10,555,548.34 | 45.63 | 12,579,173.66 |

# FINANCIAL REPORT
# JANUARY 2026
# CHARLES CITY
# PUBLIC EMPLOYEES
# HEALTH PLAN

| | | MONTHLY TOTALS 1/1/2026-1/31/26 | PLAN YEAR TOTALS 7/1/25-6/30/26 | TOTALS TO DATE 5/1/82-6/30/26 |
|---|---|---|---|---|
| **Balance 12/31/2025** | | $95,741.00 | $88,922.89 | $0.00 |
| RECEIPTS | | | | |
| | Contributions Paid | $82,089.36 | $528,309.63 | $25,280,265.70 |
| | Refunds/Voids/Stop Loss | $0.00 | $36.20 | $4,599,302.03 |
| | Interest-checking | $341.29 | $2,750.39 | $151,509.38 |
| | Interest-CD | $0.00 | $0.00 | $33,066.21 |
| | Transfers | $0.00 | $0.00 | $365,000.00 |
| | TOTAL | $82,430.65 | $531,096.22 | $30,429,143.32 |
| EXPENDITURES | | | | |
| | Premiums/fees/admin. | $71,824.05 | $459,467.10 | $8,305,812.37 |
| | Claims | $12,632.35 | $66,836.76 | $21,297,742.40 |
| | Refunds-adj./stop loss | $0.00 | $0.00 | $326,803.27 |
| | Transfers | $0.00 | $0.00 | $255,037.03 |
| | Checks/bank fees/investment | $0.00 | $0.00 | $150,033.00 |
| | TOTAL | $84,456.40 | $526,303.86 | $30,335,428.07 |
| INVESTMENTS | | | | |
| | | $0.00 | $0.00 | $0.00 |
| **Balance 1/31/2026** | | $93,715.25 | $93,715.25 | $93,715.25 |

| | |
|---|---|
| Bank Balance | $94,232.70 |
| Add Deposits in Transit | $0.00 |
| Less Outstanding Checks | $517.45 |
| Add Investments | $0.00 |
| Revised Balance | $93,715.25 |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---|---|---|---|---|
| ACCESS SYSTEMS LEASING | FGP COPIER LEASE | | 351.12 | | |
| AGVANTAGE FS | LP | | 501.61 | | |
| ALLAN CORNWELL (FGP) | STIPEND | | 266.00 | 24248 | 2/10/26 |
| AMAZON CAPITAL SERVICES | LIBRARY MATERIALS/SUPPLIES | | 425.53 | | |
| AMERICAN MEDICAL RESPONSE | EMERGENCY AMBULANCE SERVICES | | 36,689.46 | | |
| AMERICAN TEST CENTER | FIVE YR NDT INSPECT-UNIT T291 | | 1,200.00 | | |
| AMI GLOBAL LLC | SERVICE | | 320.00 | | |
| ARNOLD MOTOR SUPPLY LLP | SUPPLIES | | 289.31 | | |
| AUDITOR OF STATE | FY24 AUDIT FILING FEE | | 850.00 | | |
| AUTOZONE | PARTS/SUPP-CITY DEPTS | | 8.99 | | |
| AUXIANT | FLEX SPENDING REIMBURSEMENTS | | 130.49 | 12114222 | 2/11/26 |
| BANCORPSV | FLEX PLAN DRAW-BENNY CARDS | | 73.96 | 12114220 | 2/10/26 |
| BERGLAND & CRAM INC. | CH/PD RENO CONSTRUCTION ADMIN | | 2,482.94 | | |
| BERNICE VOELKER (FGP) | STIPEND & TRAVEL - FGP | | 440.00 | 24249 | 2/10/26 |
| BLACKHAWK AUTOMATIC SPRINKLERS | SERVICE | | 670.00 | | |
| BURKE DOORS SALES & SERVICE | REPAIRS | | 125.00 | | |
| BUSINESS CARD | FGP TRAVEL | 1,579.80 | | 12114219 | 2/06/26 |
| BUSINESS CARD | COPY PAPER | 610.19 | | 12114223 | 2/19/26 |
| BUSINESS CARD | TECH SUPPLIES | 1,103.58 | | 12114231 | 2/19/26 |
| BUSINESS CARD | WTP OPERATOR POSITION POSTING | 970.19 | | 12114232 | 2/19/26 |
| BUSINESS CARD | PRESSURE SWITCH | 41.63 | | 12114233 | 2/19/26 |
| BUSINESS CARD | MOWER DECK WHEELS | 94.19 | | 12114234 | 2/19/26 |
| BUSINESS CARD | SERTA TASK CHAIRS(3) | 1,865.64 | | 12114235 | 2/19/26 |
| BUSINESS CARD | IA MUNICIPAL MGMT TRAINING | 400.00 | | 12114236 | 2/19/26 |
| BUSINESS CARD | FIREFIGHTER SKILLS/HAZMAT RESP | 67.46 | | 12114237 | 2/19/26 |
| BUSINESS CARD | REPLACEMENT TRUCK SEATS-08CHEV | 290.00 | 7,022.68 | 12114238 | 2/19/26 |
| CH MCGUINESS CO INC | SERVICE | | 1,439.03 | | |
| CARMEN RAMSAY (FGP) | STIPEND/TRAVEL - FGP | 238.00 | | 24250 | 2/10/26 |
| CARMEN RAMSAY (FGP) | STIPEND/TRAVEL - FGP | 11.52 | 249.52 | | |
| CAROL CASE | LIBRARY CLEANING CONTRACT | | 1,603.00 | | |
| CAROL POLLARD (FGP) | STIPEND & TRAVEL - FGP | | 240.00 | 24251 | 2/10/26 |
| CAROL TESCH (FGP) | STIPENDS & TRAVEL -FGP | | 332.00 | 24252 | 2/10/26 |
| CC PUBLIC EMP HEALTH PLAN | MED INS NO SS | | 39,422.26 | 89087 | 2/12/26 |
| CHARLES CITY AREA DEV CORP | SNOW REMOVAL | | 140.00 | | |
| CENTURYLINK | PHONES-CVTC | | 493.58 | | |
| CHARLES CITY PRESS INC | ADVERTISEMENT | | 1,031.01 | | |
| CHERYL ASCHE (FGP) | STIPEND & TRAVEL - FGP | | 212.00 | 24253 | 2/10/26 |
| CINDY EYBERG (FGP) | STIPEND | | 90.00 | 24254 | 2/10/26 |
| CINTAS CORPORATION | MAT SERVICE-WTP | | 159.83 | | |
| CIRCLE K COMMUNICATIONS INC | REPAIRS | | 136.93 | | |
| CITY OF CHARLES CITY | UNREIMB MEDICAL | | 1,080.00 | 89086 | 2/12/26 |
| CJ COOPER & ASSOCIATES INC | DRUG TESTING | | 55.00 | | |
| CLAUDIA HERMAN (FGP) | FGP STIPEND | | 394.00 | 24255 | 2/10/26 |
| CONNIE WALKER (FGP) | STIPEND & TRAVEL - FGP | | 352.00 | 24256 | 2/10/26 |
| COREY HAWKE | LIBRARY MAINT SERVICE CONTRACT | | 422.00 | | |
| CYNTHIA KINNEY (FGP) | STIPEND & TRAVEL - FGP | | 176.00 | 24257 | 2/10/26 |
| DAIDA | RADIX STORAGE-CITY CLERK | | 545.53 | 12114226 | 2/15/26 |
| DAVE'S RESTAURANT | FGP IN-SERVICE MEALS x35 | | 279.65 | | |
| DAWN SEIDEL (FGP) | STIPENDS & MILEAGE-FGP | | 216.00 | 24258 | 2/10/26 |
| DEBRA METTNER (FGP) | STIPEND & TRAVEL - FGP | | 316.00 | 24259 | 2/10/26 |
| DIANE FRANCIS (FGP) | STIPEND & TRAVEL - FGP | | 436.00 | 24260 | 2/10/26 |
| DIANE STEWART (FGP) | STIPEND | | 590.00 | 24261 | 2/10/26 |
| DIANE WINTER (FGP) | STIPEND & TRAVEL - FGP | | 530.00 | 24262 | 2/10/26 |
| DIXIE WAKEMAN (FGP) | STIPEND & TRAVEL - FGP | | 204.00 | 24263 | 2/10/26 |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---|---|---|---|---|
| DO IT ALL SERVICES LLC | CH SNOW REMOVAL-507 CLARK | | 615.00 | | |
| DONNA DUNLAP (FGP) | STIPEND & TRAVEL - FGP | 614.00 | | 24264 | 2/10/26 |
| DONNA DUNLAP (FGP) | STIPEND & TRAVEL - FGP | 85.68 | 699.68 | | |
| E&E WELDING LLC | REPAIRS | | 559.11 | | |
| EFTPS (PAYROLL TAXES) | FED/FICA TAX | | 25,534.80 | 12114217 | 2/12/26 |
| ELIZABETH VENTER (FGP) | STIPEND & TRAVEL - FGP | | 168.00 | 24265 | 2/10/26 |
| EMC NATIONAL LIFE-SUPPLEM | LIFE INS-SUPPLE | | 6.00 | 89088 | 2/12/26 |
| EO JOHNSON | PD COPIER OVERAGE CHARGE | | 27.29 | 12114229 | 2/05/26 |
| ETHANOL PRODUCTS LLC | CO2-WTP | | 1,378.63 | | |
| FAREWAY STORE | FOOD/SUPPLIES-CITY DEPTS | | 45.78 | | |
| FLOYD COUNTY RECORDER | RECORDING FEES | | 118.00 | | |
| GEORGIA SQUIER (FGP) | STIPEND | 106.00 | | 24266 | 2/10/26 |
| GEORGIA SQUIER (FGP) | STIPEND | 1.92 | 107.92 | | |
| GHD SERVICES INC | CITY'S SHARE-SHAW AVE DUMPSITE | | 431.12 | | |
| GINGER MEYER (FGP) | STIPEND & TRAVEL - FGP | | 280.00 | 24267 | 2/10/26 |
| GRAINGER | PARTS | | 1,812.26 | | |
| HACH COMPANY | LAB SUPPLIES-WTP | | 6,597.00 | | |
| HAILA REINHARDT (FGP) | STIPEND & TRAVEL - FGP | | 208.00 | 24268 | 2/10/26 |
| HAWKINS INC | CL2 CYLINDER-WTP | | 1,040.00 | | |
| HOBERT ELECTRIC | BASEMENT LIGHT REPAIR-507CLARK | | 317.20 | | |
| HY-VEE INC | LIBRARY PROGRAM SUPPLIES | | 176.64 | | |
| IA DIAL/ELEVATOR SAFETY BUREAU | BOILER INSPECTION | | 80.00 | | |
| ICMA MEMBERSHIP RENEWALS | 457 ROTH | | 5,002.03 | 12114218 | 2/12/26 |
| INGRAM LIBRARY SERVICES | ADULT/CHILDRENS BOOKS | | 2,096.57 | | |
| IOWA STATE UNIVERSITY | CLASSES | | 880.00 | | |
| IOWA TITLE & REALTY CO | UNION PLACE ABSTRACT-PT NW NW | | 570.00 | | |
| JACQUELINE FERCH (FGP) | STIPEND & TRAVEL - FGP | 479.00 | | 24269 | 2/10/26 |
| JACQUELINE FERCH (FGP) | STIPEND & TRAVEL - FGP | 17.60 | 496.60 | | |
| JAYNE HANSEN (FGP) | STIPEND & TRAVEL - FGP | | 400.00 | 24270 | 2/10/26 |
| JENDRO SANITATION SERVICES | CITYWIDE CURBSIDE PICKUP | | 63,888.31 | | |
| JOHN DEERE FINANCIAL | SUPPLIES-CITY DEPTS | | 573.29 | | |
| KANOPY INC | DIGITAL VIDEOS - LIBRARY | | 69.00 | | |
| KATHLEEN EPPLEY (FGP) | NON-STIPEND - FGP | | 236.00 | 24271 | 2/10/26 |
| KEISER PROPERTIES, LLC | MARCH RENT | | 1,200.00 | | |
| KENNETH BAUMANN (FGP) | FGP STIPEND | | 310.00 | 24272 | 2/10/26 |
| KENTUCKY RIDGE ASSISTED LIVING | FGP 14 IN-SERVICE MEALS | | 112.00 | | |
| KINGLAND CONSTRUCTION | CITY HALL/PD RENO PMT #12 | | 267,685.52 | | |
| KIRK GROSS COMPANY | FLIP-TOP TABLES- ZASTROW RM | | 15,871.32 | | |
| KRIS ENGINEERING INC | PARTS | | 2,311.72 | | |
| LAVONNE PLEGGENKUHLE-FGP | STIPENDS & TRAVEL-FGP | | 502.00 | 24273 | 2/10/26 |
| LEAF | COPIER LEASE-PD | | 132.56 | 12114230 | 2/16/26 |
| LESSIN SUPPLY COMPANY | PARTS/SUPPLIES-CITY DEPTS | | 411.83 | | |
| LINDA HOPPER (FGP) | STIPEND | | 148.00 | 24274 | 2/10/26 |
| LOST ISLAND WATERPARK | SLP READING PRIZE | | 78.00 | | |
| MAIN STREET CHARLES CITY | C/E & FACADE-CHURASAN | | 9,695.87 | | |
| MARCO TECHNOLOGIES LLC | CITY ADMIN PRINTER LEASE | | 91.97 | | |
| MARTHA HOEVET (FGP) | STIPEND & TRAVEL - FGP | | 420.00 | 24275 | 2/10/26 |
| MARY HARRINGTON (FGP) | FGP STIPENDS | | 152.00 | 24276 | 2/10/26 |
| MAVIS BEENEN (FGP) | STIPEND & TRAVEL - FGP | | 238.00 | 24277 | 2/10/26 |
| MEDIACOM | WRRF PLANT INTERNET SERVICES | | 172.26 | 12114224 | 2/18/26 |
| MERRITT COMPUTER SERVICE INC | COMPUTER MANAGED SERVICES | | 1,074.00 | | |
| METERING TECHNOLOGY SOLUTIONS | METERS | | 12,502.30 | | |
| MICHELLE YOUNG (FGP) | STIPEND & TRAVEL - FGP | | 296.00 | 24278 | 2/10/26 |
| MICK GAGE PLUMBING & HEATING | LIBRARY BOILER REPAIR | | 3,691.60 | | |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---|---|---|---|---|
| MID-AMERICA PUBLISHING | MIRROR REPORTER FGP AD | | 155.40 | | |
| MIDAMERICAN ENERGY | UTILITIES-LIBRRAY | | 2,884.38 | | |
| MIDWEST TAPE | LIBRARY DVD MATERIALS | | 238.65 | | |
| MIKE'S C&O TIRE INC | REPAIRS | | 343.52 | | |
| MITKO, LLC | SUPPLIES | | 451.98 | | |
| MTI DISTRIBUTING INC | REPAIRS | | 2,199.41 | | |
| NEW HAMPTON TRIBUNE | FGP ANNUAL SUBSCRIPTION | | 79.00 | | |
| NEWBAUER INC | MAT SERVICE-CVTC | | 396.50 | | |
| NIACOG | REPAIRS | | 1,556.05 | | |
| NOAH, SMITH, SLOTER, ELLINGSON | LEGAL FEES-CITY DEPTS | | 4,050.80 | | |
| NORTH IOWA MEDIA GROUP | ADVERTISING | | 697.04 | | |
| THE NORTHWAY CORPORATION | REPAIRS | | 4,362.50 | | |
| OMNITEL COMMUNICATIONS | LIBRARY INTERNET/PHONE SERVICE | | 554.40 | | |
| PATTI MORK (FGP) | STIPENDS & TRAVEL - FGP | | 228.00 | 24279 | 2/10/26 |
| PERRY NOVAK ELECTRIC INC | ELECTRICAL WORK-CITY DEPTS | | 395.17 | | |
| POPP EXCAVATING INC | REPAIRS | | 5,625.00 | | |
| POSTMASTER | UTILITY BILL POSTAGE | | 1,548.79 | 12114221 | 2/10/26 |
| RENAE WEIPERT (FGP) | STIPEND & TRAVEL - FGP | | 586.00 | 24280 | 2/10/26 |
| ROSE LEICHTMAN (FGP) | STIPEND & TRAVEL - FGP | | 394.00 | 24281 | 2/10/26 |
| SALLY ENGEN (FGP) | FGP STIPENDS & TRAVEL | | 124.00 | 24282 | 2/10/26 |
| SANDRA MANDT (FGP) | STIPEND | | 258.00 | 24283 | 2/10/26 |
| SANDRA STONE (FGP) | STIPEND & TRAVEL - FGP | 212.00 | | 24284 | 2/10/26 |
| SANDRA STONE (FGP) | STIPEND & TRAVEL - FGP | 4.48 | 216.48 | | |
| SCHUETH ACE HARDWARE | SUPPLIES | | 423.30 | | |
| SHARON BORMANN (FGP) | STIPEND & TRAVEL - FGP | | 488.00 | 24285 | 2/10/26 |
| SHERALEA TUMILSON (FGP) | STIPEND & TRAVEL - FGP | | 360.00 | 24286 | 2/10/26 |
| SJE RHOMBUS | SERVICE FLEX PLAN | | 13,978.00 | | |
| SKYBLUE SOLUTIONS | PHONES-POLICE DEPT | | 756.43 | 12114207 | 2/15/26 |
| SNAP ON | TOOLS | | 100.62 | | |
| SPRING STREET PROPERTIES | MARCH 2025 CLARK STREET RENT | | 1,400.00 | | |
| STAPLES ADVANTAGE | OFFICE SUPPLIES | | 192.63 | | |
| SUPERIOR LUMBER INC | COUNTERTOP/SINK-WTP | | 1,750.00 | | |
| SUPERIOR WELDING SUPPLY CO | SERVICE | | 60.00 | | |
| THERESA STOLTENBERG (FGP) | STIPEND & TRAVEL - FGP | | 120.00 | 24287 | 2/10/26 |
| TONIA MOHRING (FGP) | STIPEND & TRAVEL - FGP | | 132.00 | 24288 | 2/10/26 |
| TREASURER STATE OF IOWA | SALES TAX-WATER | | 14,930.38 | 12114225 | 2/05/26 |
| UNITED STATES CELLULAR | TABLETS/PHONES-CITY DEPTS | | 121.91 | | |
| USA BLUEBOOK | METER FLANGE KITS | | 3,141.99 | | |
| VESSCO INC | PARTS | | 6,500.00 | | |
| WANDA WARD (FGP) | STIPEND & TRAVEL - FGP | | 134.00 | 24289 | 2/10/26 |
| WESTRUM LEAK DETECTION | LEAK DETECTION SERVICES-WTP | | 875.00 | | |
| WEX BANK | FUEL-STREETS | | 9,231.65 | 12114228 | 2/19/26 |
| WISCONSIN INDEPENDENT NETWORK | INTERNET TRANSIT-CITY HALL | | 1,313.75 | | |
| WT.COX | MAGAZINE SUBSCRIPTIONS | | 3,745.50 | | |
| ZEP SALES AND SERVICE | SUPPLIES | | 188.00 | | |

| VENDOR NAME | REFERENCE | AMOUNT | VENDOR TOTAL | CHECK# | CHECK DATE |
|---|---|---|---|---|---|
| ZIEGLER INC | PARTS | | 54.32 | | |
| | | | ========== | | |
| | Accounts Payable Total | | 621,846.16 | | |
| | Invoices: Paid | | 118,242.11 | | |
| | Invoices: Not Scheduled | | 503,604.05 | | |
| | Utility Refund Checks | | | | |
| | --- | | | | |
| | | | ---------- | | |
| | Refund Checks Total | | | | |
| | Payroll Checks | | 97,968.61 | | |
| | | | ========== | | |
| | Report Total | | 719,814.77 | | |
| | | | ========== | | |

# CLAIMS REPORT
## CLAIMS FUND SUMMARY

| FUND | NAME | AMOUNT |
|---|---|---|
| 001 | GENERAL | 191,807.24 |
| 110 | ROAD USE TAX | 28,576.91 |
| 113 | CVTC OPERATING FUND | 1,991.94 |
| 167 | LIBRARY TRUST FUNDS | 188.61 |
| 170 | FGP ADVISORY | 515.65 |
| 171 | FGP FEDERAL ADMINISTRATIO | 19,730.18 |
| 360 | CITY HALL/PED MALL PROJ | 272,768.46 |
| 600 | WATER | 96,729.06 |
| 610 | WATER RESOURCE RECOVERY | 21,640.29 |
| 670 | WASTE FUND | 64,549.60 |
| 690 | TRANSIT | 13,474.64 |
| 740 | STORM WATER | 7,782.19 |
| 741 | FIRE EXTINGUISHER | 60.00 |
| | TOTAL FUNDS | 719,814.77 |

# Charles City Parade Permit

City Code 60.08

The organizer and applicant will agree to and accept responsibility for observing city code and obeying all rules including, but not limited to, those set out on the reverse side of this application.

Date of Application: 22Jan26

1. Date of Parade: March 14th 2026 Time: 1:00pm

2. Person or organization sponsoring parade:

   Name: FMSC → Forever Miss Shamrock Committee

   Address: 705 Washington Street Floyd, IA Phone #: 641.330.8255

   Person in charge: Tonya Nosbisch Phone #: 641.330.8255

   Signature: Tonya Nosbisch

3. Parade is in conjunction with (celebration/function/event)

   St. Patricks Day

4. Staging area (where will the parade line-up): Hot Shots

5. Exact parade route: Line up @ Hot Shots on Riverside Drive, take a right on Main Street until Blunt Street, turning left on Blunt, march to N. Jackson Street and turn left. Follow N. Jackson all the way to Clark Street, cross over Main Street turning into the Parking area behind Fellar and Associates.

6. Number of entries: +/- 35 entries

7. Any special entry (horse teams, over-length vehicles, etc.):

   Not currently ☺

8. Security risk entries (i.e. Political figures):

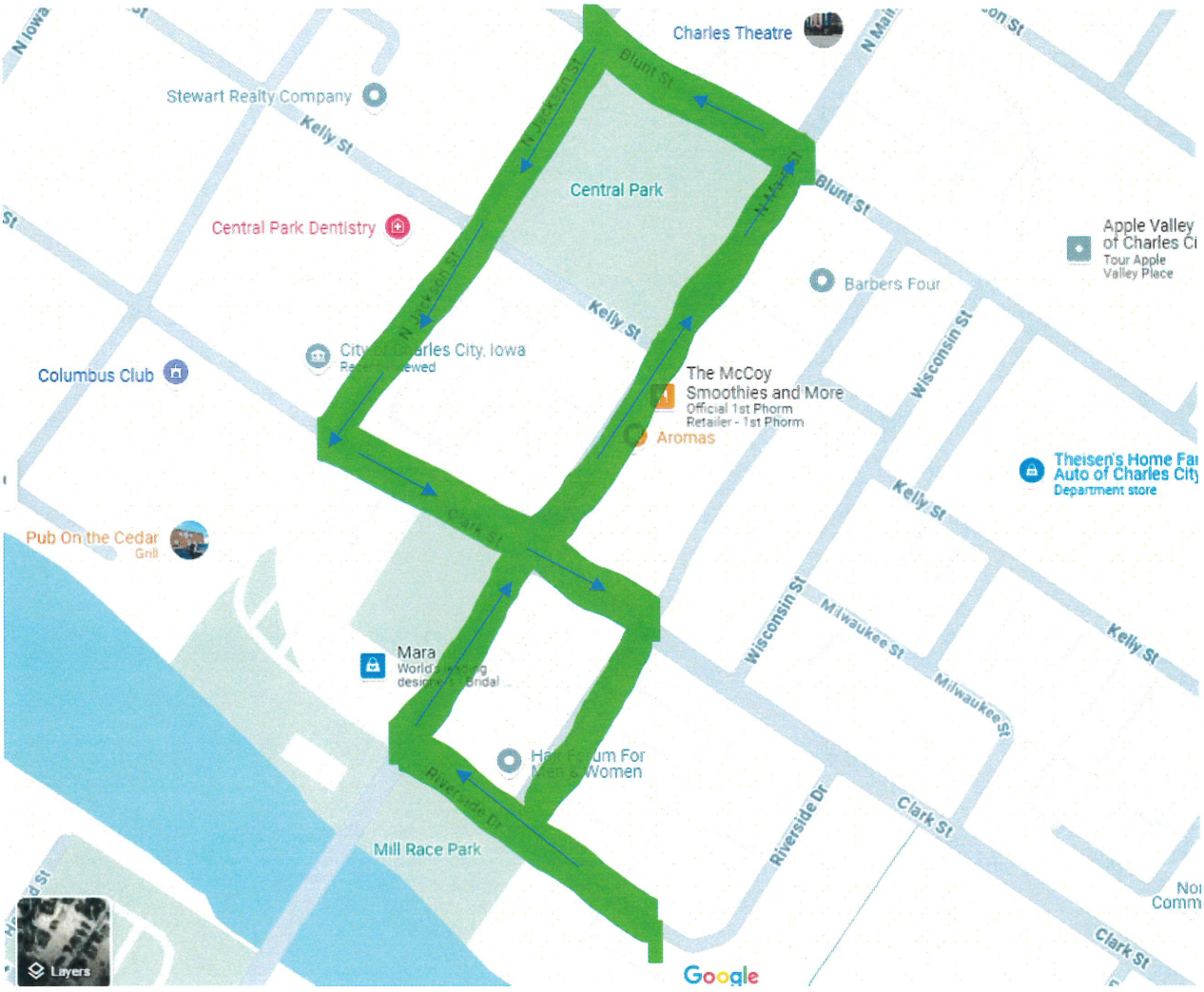
   Mayor Dean Andrews, Miss Shamrock

**INTERNAL USE:**

Authorization is hereby: Granted X Denied _____ to the above named person or organization for a parade on the above date and time.

Mayor or Mayor Pro Temp

Chief of Police


Charles Theatre
Stewart Realty Company
Kelly St
Central Park
Blunt St
Central Park Dentistry
Apple Valley of Charles Ci
Tour Apple Valley Place
Barbers Four
Columbus Club
The McCoy Smoothies and More
Official 1st Phorm Retailer - 1st Phorm
Aromas
Wisconsin St
Theisen's Home Fa Auto of Charles City
Department store
Pub On the Cedar
Grill
Clark St
Milwaukee St
Mara
Mill Race Park
Riverside Dr
Layers
Google

# Charles City Street Closing Request and Permission Form

Date of application 22Jan26

1. Date of closing: 14Mar26 Saturday Time: ~~10~~ 12:50 am
2. Date of reopening: 14Mar26 Saturday Time: ~~1~~ 1:30 am
3. Reason for closure: 33rd First Ever St. Patricks Day Parade
4. Street(s) to be closed: (Map attached) Main Street @ Riverside, Clark, Blunt North Jackson @ Blunt, Kelly and Clark. Will follow Clark behind Fellar & Assoc to end parade.
5. Person or organization sponsoring event: Tonya Nosbisch

   Address: 705 Washington St. Floyd, IA Phone # 641-330-8255

   Person in charge (if organization) Tonya Nosbisch

   The applicant agrees to accept responsibility for the event and will close the road in a safe manner to protect participants. The applicant agrees to publicize the event in a manner so affected property owners may be notified.

   Phone # 641-330-8255 Signature: Tonya Nosbisch
6. Any special information: Beginning & Ending @ Hot Shots

**INTERNAL USE:**

Authorization is hereby: Granted X Denied _____ to the above named person or organization for a street closure on the above dates and time.

_____
Chief of Police

Notification sent to:

Street Department: 02-03-26

Fire Department: "

Ambulance: "

**ORDINANCE NO. 1197**

**AN ORDINANCE AMENDING THE CHARLES CITY CODE OF ORDINANCES SECTION 159.03 – REGISTRATION OF RENTAL PROPERTIES; SECTION 159.05 – CONSENT TO INSPECTION; AND SECTION 159.06, INSPECTION OF RENTAL PROPERTY, SUBSECTION 3 – INSPECTION RENEWAL AND SUBSECTION 5 – REGISTRATION OF NEW RENTAL UNITS, TO AMEND THE DATE BY WHICH AN OWNER MUST REGISTER THE OWNER'S RENTAL PROPERTY, TO AMEND THE REQUIREMENTS REGARDING CONSENT TO AN INSPECTION, TO AMEND INSPECTION REQUIREMENTS TO REQUIRE INSPECTIONS ON FIVE YEAR CYCLES; AND TO AMEND THE EXPIRATION DATE FOR NEW RENTAL UNITS**

**BE IT ENACTED** by the City Council of the City of Charles City, Iowa:

**SECTION 1.** Amended Section. **SECTION 159.03 REGISTRATION OF RENTAL PROPERTIES** is hereby amended to read as follows:

**159.03 REGISTRATION OF RENTAL PROPERTIES.** The owner of a rental property is required to register the owner's rental property with the City by filing a completed registration form (as provided by the City) with the City Clerk within thirty (30) days of the dwelling becoming a rental property, accompanied by a fee for each dwelling or dwelling unit described in the registration form and in an amount as established from time to time by the City Council by appropriate resolution. Each owner must thereafter renew its registration annually by filing a completed registration form (as provided by the City) with the City Clerk on or before December 31, accompanied by payment of the fee as described above. Registration forms shall be available at the office of the City Clerk during regular business hours.

**SECTION 2.** Amended Section. **SECTION 159.05 CONSENT TO INSPECTION** is hereby amended to read as follows:

**159.05 CONSENT TO INSPECTION.** By filing a registration form with the City, the owner acknowledges that the rental property is subject to inspection for the purpose of determining compliance with the property standards set forth in Chapter 159 and that inspections may be required as a condition of issuance, renewal, or continued validity of registration as a rental property. The owner shall be responsible for ensuring that the City is provided with lawful access to the rental property for inspection purposes. For occupied dwellings, interior inspections shall be conducted with the consent of the tenant in lawful possession, pursuant to a valid administrative warrant, or as otherwise permitted by law. If consent is refused or not obtained after reasonable efforts by the City, the City may seek an administrative inspection warrant as permitted by law. The inability to complete an inspection due to lack of access may result in denial, suspension, or nonrenewal of a rental permit, provided that no tenant or owners shall be penalized solely for exercising the right to refuse consent to an inspection.

**SECTION 3.** Amended Subsections. **SECTION 159.06 INSPECTION OF RENTAL PROPERTY, Subsection 3 – Inspection Renewal, and Subsection 5 – Regitration of New Rental Units,** are hereby amended to read as follows:

**159.06 INSPECTION OF RENTAL PROPERTY.**

3. Inspection Renewal. Rental units that remain continuously registered with the City shall be inspected on a five-year cycle, except as follows:
A. Inspection shall be made upon complaint as provided by §159.08.
B. When a previously registered dwelling unit is no longer a rental property and has not been registered as a rental unit for any period of time, then at such time that the property again becomes a rental property and is registered as such, an inspection shall be made within the year following the date of registration and the five-year cycle of inspection shall begin from the date of such registration.
. . . . . .

5. Registration of New Rental Units. Newly constructed rental properties and existing dwelling units that become rental properties during the year shall, upon registration, be permitted to utilize the property as a rental property until the subsequent December 31, on which date the property must again be registered as a rental property as provided by this chapter. Owners of such newly constructed rental properties and dwelling units that are converted to rental properties during the year will be charged a prorated fee for the period from the date of registration until the subsequent December 31 expiration date.

**SECTION 4.** Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 5.** Severability. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 6.** When Effective. Section 1 of this Ordinance shall be effective for all rental registration renewals issued from and after October 31, 2026, and from and after final passage, approval, and publication as provided by law. The remainder of this Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and Approved by the City Council on this _____ day of _____, 2026.

_____
Dean Andrews, Mayor

ATTEST:

_____
Brittney Lentz, City Clerk

CERTIFICATE

I, Brittney Lentz, City Clerk of the City of Charles City, Iowa, do hereby certify that the above and foregoing Ordinance No. 1197 was duly published in the Charles City Press, a newspaper published twice weekly in the city of Charles City, Iowa, on the _____ day of _____, 2026.

_____

Brittney Lentz, City Clerk

**MEETING DATE: 18 February 2026**

# AGENDA ITEM SUMMARY

**Subject: Purchase of 2025 Ford F-150 Police Responder**

**Background Summary**: Chief Anderson

I would like permission to move forward with purchasing a 2025 Ford F150 Police Responder. As we have discussed in the past, I feel it is a good idea to move into the truck arena from the SUV so we can eventually pass these vehicles down to other departments. The Chief's current squad is a 2013 Chev Tahoe with around 107K miles on it. It is not in the best of shape and needs to be replaced before we have to sink money into high dollar repairs.

I have spoken with Stivers Ford Lincoln out of Waukee for the state bid pricing of $49,900. They do have one in stock at this time. The reason I have chosen to go with Stivers Ford is they do procure the state bid from Ford, are willing to take the current squad in on trade, and they actually do the outfitting of the vehicle on site. This saves time and money as they will take the existing equipment from the 2013 Tahoe and transfer it to the Ford truck. They do remarkable work and we have been very pleased with the results in our other squads.

CITY OF CHARLES CITY

**RESOLUTION NO. 15-26**

***RESOLUTION APPROVING THE PURCHASE OF A 2025 FORD F-150 POLICE RESPONDER FOR THE CHARLES CITY POLICE DEPARTMENT***

WHEREAS, the Charles City Police Department has identified the need to purchase a police responder vehicle for departmental operations; and

WHEREAS, the purchase of said vehicle has been included and approved as a budgeted expense in the Fiscal Year 2025–2026 City Budget; and

WHEREAS, Stivers Ford of Waukee, Iowa, has a 2025 Ford F-150 Police Responder currently in stock and has provided a quote in the amount of $49,900; and

WHEREAS, Stivers Ford of Waukee, Iowa, will also complete the necessary outfitting of the vehicle for police use; and

WHEREAS, the City Council finds that the purchase and outfitting of said vehicle is in the best interest of the City of Charles City and its residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, that the purchase of one (1) 2025 Ford F-150 Police Responder from Stivers Ford of Waukee, Iowa, in the total amount of $49,900, minus trade value, is hereby approved.

COUNCIL MEMBER  moved the adoption of the foregoing Resolution;

COUNCIL MEMBER  seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of February, 2026.

_____

Dean Andrews, Mayor

Attest: _____

Brittney Lentz, City Clerk

**RESOLUTION NO. 16-26**

***RESOLUTION APPROVING THE PURCHASE OF A 2026 DODGE RAM 3500 TRADESMAN FOR THE CHARLES CITY STREET DEPARTMENT***

WHEREAS, the Charles City Street Department has identified the need to purchase a 2026 Dodge Ram Tradesman for departmental operations and snow removal; and

WHEREAS, the purchase of said vehicle has been included and approved as a budgeted expense in the Fiscal Year 2025–2026 City Budget; and

WHEREAS, Mike Molstead Motors of Charles City, Iowa, has a 2026 Dodge Ram 3500 Tradesman on order and has provided a quote in the amount of $42,239; and

WHEREAS, the City Council finds that the purchase and outfitting of said vehicle is in the best interest of the City of Charles City and its residents;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, that the purchase of one (1) 2026 Dodge Ram 3500 Tradesman from Mike Molstead Motors of Charles City, Iowa, in the total amount of $42,239, is hereby approved.

COUNCIL MEMBER moved the adoption of the foregoing Resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of February, 2026.

_____
Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk

Street Dept.

**MIKE MOLSTEAD CHRYSLER DODGE JEEP RAM**
**1406 S GRAND AVE**
**CHARLES CITY, IA 506163672**

**Configuration Preview**

**Date Printed:** 2026-01-22 1:50 PM
**Estimated Ship Date:**
**VIN:**
**VON:**
**Quantity:** 1
**Status:** BA - Pending order
**FAN 1:** 0041E City of Charles City, Iowa
**FAN 2:**
**Client Code:**
**Bid Number:** TB6061
**PO Number:**

**Sold to:**
MIKE MOLSTEAD CHRYSLER DODGE JEEP RAM (60583)
1406 S GRAND AVE
CHARLES CITY, IA 506163672

**Ship to:**
MIKE MOLSTEAD CHRYSLER DODGE JEEP RAM (60583)
1406 S GRAND AVE
CHARLES CITY, IA 506163672

**Vehicle:** **2026 3500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box) (D28L62)**

| | Sales Code | Description | MSRP(USD) | FWP(USD) |
|---|---|---|---|---|
| **Model:** | D28L62 | 3500 TRADESMAN REG CAB 4X4 (140 in WB 8 ft 0 in Box) | 49,655 | 46,900 |
| **Package:** | 2UA | Customer Preferred Package 2UA | 0 | 0 |
| | ESL | 6.4L V8 HEMI HD Engine | 0 | 0 |
| | DFX | 8-Spd Auto 8HP75-LCV Transmission | 0 | 0 |
| **Paint/Seat/Trim:** | PW7 | Bright White Clear Coat | 0 | 0 |
| | APA | Monotone Paint | 0 | 0 |
| | *TX | HD Vinyl 40/20/40 Split Bench Seat | 0 | 0 |
| | -X8 | Black/Diesel Gray | 0 | 0 |
| **Options:** | 4ES | Delivery Allowance Credit | 0 | -496 |
| | MAF | Fleet Purchase Incentive | 0 | 0 |
| | CBU | Add Vinyl Seat | 0 | 0 |
| | A7B | Tradesman Level 1 Equipment Group | 2,295 | 2,112 |
| | XEF | Transfer Case Skid Plate Shield | 95 | 88 |
| | LNC | Clearance Lamps | 95 | 88 |
| | 4DH | Prepaid Holdback | 0 | -1,565 |
| | 5N6 | Easy Order | 0 | 0 |
| | 4FM | Fleet Option Editor | 0 | 0 |
| | 4FT | Fleet Sales Order | 0 | 0 |
| | 151 | Zone 51-Chicago | 0 | 0 |
| | 4EA | Sold Vehicle | 0 | 0 |
| **Non Equipment:** | 4FA | Special Bid-Ineligible For Incentive | 0 | 0 |
| **Bid Number:** | TB6061 | Government Incentives | 0 | -7,500 |
| **Discounts:** | YG2 | 5.2 Additional Gallons of Gas | 0 | 17 |
| **Destination Fees:** | | | 2,095 | 2,095 |
| | | **Total Price:** | 54,235 | 41,739 |

+ 500
42,239
40,942
1297

**Order Type:** Fleet
**Scheduling Priority:** 1-Sold Order
**Salesperson:**
**Customer Name:**
**Customer Address:**
USA
**Instructions:**

**PSP Month/Week:**
**Build Priority:** 99

**Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change or correction without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for final vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.**

**Meeting Date: _____2/18/2026_____ Item: _____**

# Agenda Item Summary:

## CO2 SYSTEM REPLACEMENT / RETROFIT OPTIONS

**Summary**: The system is essential for pH adjustment and water stabilization following the lime-softening process. The current system requires upgrades to ensure reliable delivery of gas to the treatment process. Staff has evaluated three primary options: a complete tank replacement, a mechanical retrofit of the existing system, or a long-term lease agreement.

**Issue**: The existing system components are nearing the end of their service life, necessitating a decision between high capital investment or ongoing operational maintenance.

**Budget**: This project was not included in the original budget; a budget amendment for FY26 will be required depending on the selected path.

**Options for Consideration:**

1. Full Tank Replacement: Total capital cost of $233,667.59.

2. System Retrofit: Replace vaporizer and install new pressure reducing valves for $35,480.81.

3. 7-Year Lease: Monthly payment of $425.00 which includes all tank maintenance and inspections for the entire contract.

**Final**: We respectfully request the City Council review the provided options and approve the lease option to ensure we are able to maintain water treatment operations as quickly as possible.

# *PRODUCT RIDER*

This Rider, dated as 02-04-2026 (the “Effective Date”), is made a part of the agreement between Charles City Water Treatment Plant ("Buyer") and Central McGowan, Inc. ("Seller") numbered F25542 and dated 02-04-2026 (the "Agreement"). This Rider, as of the Effective Date supersedes any and all previous Riders covering the supply of Product to Buyer’s Location.

As to this Rider, the following terms will have the meanings set forth below:

“*Product”* means: Liquid Carbon Dioxide

*"Address"* means:

| For Seller: | For Buyer: | |
|---|---|---|
| CM2 Supply | Customer Name: | Charles City Water Treatment Plant |
| 123 Roosevelt Road | Ship To Street | 1709 Indiana Ave |
| St Cloud, MN 56301 | Ship to City,ST ZIP: | Charles City, IA 50616 |
| Attn: Contract Administrator | Ship to contact | Cory Spieker ( 641-426-8188) |
| | BILLING ADDRESSS CITY, ST. ZIP | City of Charles City<br>900 Clark St, Charles City, IA 50616 |
| Telephone: (320) 252-5292 | A/P Contact | Ginny titus |
| Fax: (320) 252-7807 | A/P Telephone | 641-257-6300 |
| | A/P Fax | |
| | A/P Email | ginny@cityofcharlescity.com |

*"Basic Term"* means the period commencing on the Effective Date and continuing for **7 years** following First Delivery to the Supply System. *OR, IF SUPPLY SYSTEM IS ALREADY IN USE,* means the period commencing on the Effective Date and continuing for 7 years.

"Buyer's Location" means 1709 Indiana Ave, Charles City, IA 50616

“Seller’s Shipping Point” means 123 Roosevelt Road, St Cloud MN 56301

*"Supply System"* means, as to the following Supply System(s):

| Item No. | Description | Pressure At Battery Limits (psig) | Average Flow Rate (cfh) | Peak Flow Rate (cfh) | Peak Flow Duration (hours/day) |
|---|---|---|---|---|---|
| 1 | 4 ton Bulk System | 350 | 11-15 lbs per hour | | N/A |
| 2 | | | | | N/A |

The costs associated with installing each Supply System and connecting it to Buyer’s Product distribution system, including, without limitation, any transportation and rigging costs, will be borne by Seller.

*"Prices"* are:

| Supply System Item No. | Charge per LB Feet of Product | Monthly Service Charge (Rent) | Delivery Charge | Telemetry/Mo |
|---|---|---|---|---|
| **1.Perma-Max 4-ton** | **$0.235 per Pound** | **$425.00** | **$50.00** | |
| | | | **$8.95 Hazmat fee**<br><br>**$5.00 fuel surcharge Does Fluctuate** | |

The Monthly Service Charge and Monthly Demand Charge for each Supply System are billed in advance, and will commence on the earliest of the following dates: (a) First Delivery of Product to or from such Supply System, (b) thirty (30) days after the date such Supply System is delivered to Buyer's Location. Invoicing will be done by Buyer's standard billing method. Prices stated for the Monthly Service Charge are firm for the period of the Basic term. Prices for the Charge per Pound are firm for a period of twelve (12) months from date below. Following this firm period, any potential Price Actions will NOT exceed Four percent (4 %) per year during the Basic Term or any Subsequent Renewal Term. Seller will have the right to adjust Prices once per year, prior to the end of the fiscal year, to facilitate the Buyer's budgeting process for the following year. Fiscal year end to be assumed to calendar year end unless otherwise stipulated by the Buyer.

As to the supply of Product pursuant to this Rider, Buyer and Seller further agree as follows:

**1. MONTHLY VOLUMES**

Buyer has estimated that Buyer's monthly consumption of Product will be approximately 4500 Pounds. (the "Estimated Monthly Volume). To the extent that Buyer has requirement for Excess Product and Seller has Excess Product available for Buyer, Buyer will purchase such requirements from Seller. In any and all events, the Buyer will only be invoiced for Product(s) and/or Service(s) delivered.

**2. MODIFICATIONS TO AGREEMENT**

**IN WITNESS WHEREOF**, the parties have caused this Rider to be executed as of the date written above.

| **CITY OF CHARLES CITY WTP** | **CENTRAL MCGOWAN, INC** |
|---|---|
| X: _____ | Submitted by: Kole Young |
| By: Tyler Trout | Accepted by: Greg "Woody" Orinstien |
| Title: City Administrator | Title: Sales Manager, Co2 Solutions/Beverage Carbonation |
| Date: _____ | Date: _____ |

# *PRODUCT SUPPLY AGREEMENT*

**THIS AGREEMENT** numbered F25542 and dated: 02-12-2026 is made by and between CM2 SUPPLY, INC., a Minnesota corporation, having an office at 123 Roosevelt Road, St Cloud, Minnesota 56301 (hereinafter called "Seller") and Charles City Water Treatment Plant. , having an office at 1709 Indiana Ave, Charles City, IA 50616 (hereinafter called "Buyer").

**W I T N E S S E T H:**

In consideration of the mutual promises contained herein, the parties intending to be legally bound agree as follows:

1. **DEFINITIONS**

In this Agreement, the terms "Address," "Basic Term," "Buyer's Location," "Cylinders," "Prices," "Product," "Seller's Shipping Point," "Specifications" and "Supply System" will have the respective meanings set forth in the Rider(s) duly executed by the parties and made a part hereof. The term "First Delivery" means the date on which Seller first delivers Product to Buyer, which date will in no event be earlier than the date on which Buyer is no longer obligated to purchase Product for Buyer's Location under the terms of any other contract. In addition to the meaning of the term "Supply System" set forth in the Rider(s), the term "Supply System" means a system located at Buyer's Location which is owned Seller for the supply of Product to Buyer hereunder and which may be comprised of storage units, vaporizers, piping, controls and other equipment, devices and/or instrumentation as deemed appropriate by Seller.

2. **REQUIREMENTS**

Seller will sell to Buyer, and Buyer will purchase from Seller, on the terms and conditions hereinafter set forth, Buyer's total present and future requirements, in gaseous and liquid form, of Product for use at Buyer's Location(s). As to each Rider, Buyer represents and warrants to Seller that as of First Delivery Buyer will not be obligated under the terms of any other contract to purchase Product for Buyer's Location. In the event the foregoing representation and warranty proves to be false, Buyer hereby indemnifies and holds harmless Seller from and against all costs, damages or liabilities which Seller may incur in connection with any claim or claims asserted by any third party as a result thereof.

3. **PRICES AND PAYMENT**

Seller will invoice Buyer by Seller's standard billing methods and Buyer will pay Seller the Prices, charges and surcharges for Product, equipment or services supplied hereunder. In addition, Buyer will pay or reimburse Seller for any sales, property, use, excise, or other tax now or hereafter imposed by reason of any sale, delivery or furnishing of any Product, equipment, or services hereunder. Terms of payment will be net thirty (30) days following date of invoice. If Buyer fails to make timely payment in accordance with the terms of this Agreement, or its financial responsibility becomes otherwise impaired, Seller reserves the right, among other remedies, to refuse to supply Product except for receipt of cash with order and/or payment in full of all outstanding charges, and/or assess and collect from Buyer a monthly late charge on any delinquent balance equal to the lesser of eighteen percent (18%) per annum or the maximum charge permitted by law, and/or enter Buyer's premises and remove any Supply System, Cylinders or other Seller's equipment located thereat with or without notice of legal process, and/or terminate this Agreement or any Rider. If any action is required to collect Buyer's delinquent account, recover any Cylinders or otherwise enforce the terms and conditions of this Agreement, Buyer will pay Seller all fees and costs of such collection, recovery or enforcement including, without limitation, legal fees.

4. **DELIVERY**

Seller will deliver to Buyer Buyer's requirements for Product in accordance with the terms of this Agreement. Product in Cylinders will be delivered F.O.B. point of shipment. Seller may anticipate Buyer's requirements for Product and deliver Product at such times as are consistent with Seller's delivery schedule. The delivery of Product by Seller will constitute Buyer's purchase thereof, and the quantities delivered will be measured by Seller by the method it regularly uses for the type of delivery made. If Seller is requested by Buyer and is able to make deliveries during a strike or other concerted acts of workers affecting Buyer, then such deliveries will be made at Buyer's sole risk and, notwithstanding anything in this Agreement to the contrary, Buyer hereby indemnifies and holds harmless Seller from and against all costs (including legal fees), damages, liabilities or claims arising out of any such deliveries.

5. **SUPPLY SYSTEMS AND SUPPLY SYSTEM SITES**

Buyer, at its expense, will provide a suitable site for each Supply System free from any underground or overhead obstructions and with access by road, construct a suitable foundation for each Supply System as specified by Seller, and install necessary fencing adequate to prevent tampering. If subsequent to the date of this Agreement any new local, state or federal law, rule or regulation requires modification to any Supply System or Supply System site, or any additional permits, licenses or rights are required, any costs associated with performing such modifications or obtaining such permits, licenses or rights will be borne by Buyer. If any Supply System or Cylinder is damaged by Buyer, its agents, employees, contractors or invitees, the cost of repairing such Supply System or Cylinder will be borne by Buyer. Buyer will prevent persons other than those authorized by Seller from entering any Supply System site, delaying delivery of Product, or altering, repairing, adjusting or otherwise tampering with any Supply System or Cylinder.

Seller will install each Supply System and make the connection to Buyer's Product distribution system. The costs associated with installing each Supply System and connecting it to Buyer's Product distribution system, including, without limitation, transportation and rigging costs, will be borne by the party specified in the Rider. Seller will, at Buyer's expense, remove each Supply System within a reasonable time after the termination of this Agreement with respect to the Rider covering such Supply System. Seller may at its expense remove any Supply System or part thereof, and replace it with another Supply System or part thereof, as Seller may deem appropriate for the supply of Buyer's requirements. Seller will have the right from time to time to shut down each Supply System for such period of time as may be necessary for repairs and maintenance consistent with proper operation. If a maintenance shutdown of Supply System is necessary, Buyer will be notified in advance and a proper backup supply system will be in place as not to affect Buyers production schedule. Each Supply System or Cylinder will remain the property of Seller at all times. Buyer will hold harmless Seller from and against liens and claims against each Supply System or Cylinder due to its location on Buyer's premises.

If Buyer no longer has Product requirements under any Rider for the remainder of the Basic Term of such Rider, Buyer may request Seller to remove any Supply System covered by such Rider, prior to the expiration of such Basic Term. Seller will remove such Supply System provided that (a) Buyer reimburses Seller for any removal expenses relating to such Supply System, and (b) in the event that following the removal of such Supply System Buyer's need for Product resumes at any time within the Basic Term of the Rider covering such Supply System, such Rider will be reinstated, the Basic Term of such Rider will be deemed extended by the number of days that such Supply System was removed from Buyer's Location and Buyer will reimburse Seller for the cost of reinstalling the Supply System. If Seller relocates, modifies or replaces all or part of any Supply System due to a change in Buyer's requirements, method of supply, pressure specifications, Buyer's Location or Buyer's facilities, Seller may charge Buyer the cost of such relocation, modification or replacement, adjust the Monthly Service Charge set forth in the Rider covering such relocated, modified or replaced Supply System, and extend the term of such Rider effective upon First Delivery to or from the relocated, modified or replacement Supply System for a period equal to the Basic Term of such Rider.

Each Cylinder furnished by Seller will remain the property of Seller at all times. Buyer will pay Seller for cleaning any Cylinder if such Cylinder is contaminated when returned to Seller. Buyer will return each Cylinder to Seller within thirty (30) days following the termination of this Agreement or pay Seller the replacement value thereof. Buyer will cooperate with Seller to protect, locate and recover each Cylinder

furnished to Buyer hereunder. Buyer's obligations under this paragraph will survive the termination of this Agreement.

## 6. SPECIFICATIONS

Product delivered hereunder will meet the Specifications. Buyer may reject any Product which does not meet the Specifications and no charge will be made for Product so rejected. Since Buyer may obtain devices which have the capability of testing whether Product meets the Specifications, no claim of any kind with respect to the conformance of Product to the foregoing Specifications, whether or not based on negligence, warranty, strict liability or any other theory of law, will be greater than the price of the quantity of nonconforming Product in respect to which such claim is made. The foregoing constitutes Buyer's exclusive remedy and Seller's sole obligation with respect to any such claim. THERE ARE NO EXPRESS WARRANTIES BY SELLER OTHER THAN THOSE SPECIFIED IN THIS ARTICLE 6. NO WARRANTIES BY SELLER (OTHER THAN WARRANTY OF TITLE AS PROVIDED IN THE UNIFORM COMMERCIAL CODE) WILL BE IMPLIED OR OTHERWISE CREATED UNDER THE UNIFORM COMMERCIAL CODE INCLUDING WITHOUT LIMITATION WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

## 7. PRICE CHANGES

Seller will have the right to adjust the Prices by giving Buyer not less than Sixty (60) days prior written notice of the effective date of such adjustment; provided, however, that if said Prices are increased and Buyer, within Thirty (30) days after said notice, furnishes Seller with credible written evidence that Buyer can purchase Product to which such increased Prices apply from a responsible supplier for a specified term in like quantities at lower prices under similar terms and conditions, and Seller, within Thirty (30) days thereafter, does not agree to either meet said lower prices or rescind the notice of increased Prices, Buyer will have the right within Thirty (30) days thereafter to terminate this Agreement as to the supply of Product for which such lower prices are offered by giving Seller not less than Thirty (30) days prior written notice. If Seller agrees to meet the lower prices or rescind the notice of increased Prices, Seller may extend the term of the Rider covering such Product for a period equal to the period of the Basic Term of such Rider. Any adjustments made by Seller pursuant to this Article 7 with respect to any Monthly Service Charge or Monthly Rental set forth in the Rider or to surcharges or other charges which arise pursuant to Article 3 will not be subject to the proviso contained in the first sentence of this Article 7.

## 8. CONTINGENCIES

Neither party hereto will be liable to the other for default or delay in the performance of any of its obligations hereunder (except any obligation to make payments when due) due to act of God, accident, fire, flood, storm, riot, war, sabotage, explosion, strike, disease, epidemic, pandemic, concerted acts of workers, national defense requirements, governmental law, ordinance, rule or regulation, whether valid or invalid, extraordinary equipment failure, inability to obtain electricity or other type of energy, raw or finished material or feedstock from normal sources of supply, labor, equipment or transportation, or any similar or different contingency beyond its reasonable control which would make performance commercially impracticable whether or not the contingency is of the same class as those enumerated above, it being expressly agreed that such enumeration is non-exclusive; provided, however, that neither business downturn nor economic conditions will qualify as a contingency within the meaning of this Article 8. In the event any such contingency affects only a part of Seller's capability to produce and/or deliver Product, Seller will allocate production and/or deliveries among the requirements of all its affected customers and Seller's own requirements in a fair and reasonable manner. Buyer will pay or reimburse Seller for any additional costs incurred relating to the delivery of any Product to Buyer during a contingency. During any period, that delivery of Product is interrupted or reduced due to a contingency hereunder, the Basic Term will be extended for a period equal to two (2) times the duration of the contingency.

## 9. HEALTH, SAFETY AND LIABILITY

Buyer acknowledges that there are hazards associated with Product, including, without limitation, the storage, use and handling thereof, and Buyer agrees that its personnel concerned with Product are aware of such hazards. Buyer assumes all responsibility for the suitability and the results of using Product alone or in combination with other articles or substances and in any manufacturing, medical, or other process or procedures. Buyer will be responsible for complying with all relevant reporting obligations under all applicable laws, including, without limitation, the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Sections 11001-11049 [EPCRA, also commonly known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)], that result from the presence at Buyer's Location(s) of Product supplied under this Agreement. Buyer will warn and protect its employees, independent contractors and others exposed to the hazards posed by Buyer's storage, use and handling of Product. Seller will provide documents to Buyer containing Seller's safety and health information pertaining to Product, including Seller's Material Safety Data Sheet(s), and Buyer will incorporate such information into Buyer's safety program. Seller will not be liable to Buyer for any incidental, consequential, indirect or special damages. Each party hereby indemnifies and holds harmless the other party from any actions, lawsuits, demands, claims, losses, expenses, costs (including legal fees) and damages arising from the injury, illness or death of the indemnifying party's employees in any way related to Product supplied by Seller under this Agreement, whether or not such injury, illness, or death is claimed to have been caused by, resulted from, or was in any way connected with the negligence of the party to be indemnified.

## 10. **CONFIDENTIALITY**

~~This Agreement, including the Rider(s) and any addendum hereto, and all drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by either party to the other in connection therewith, and the information therein are proprietary to the disclosing party. Such materials contain trade secrets and other confidential information of the disclosing party. The receiving party may not reproduce or distribute such materials except (a) to governmental agencies for the purpose of obtaining permits under Article 5, and (b) to the receiving party's employees for the purpose of performing the receiving party's obligations under this Agreement. In the case of any of the aforementioned disclosures, the receiving party will inform its employees or governmental agencies that such information is the confidential information of the disclosing party and is to be treated accordingly. All such information (except information as may be established to be in the public domain) will be received in confidence by the receiving party, and the receiving party will exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary information. Unless otherwise agreed to by the parties, the receiving party will keep all such information confidential for a period which will expire five (5) years after the termination date of this Agreement. Notwithstanding anything herein to the contrary, Buyer hereby grants to Seller the right to reasonably use the Supply System(s) for promotional purposes, including visits to the Supply System site(s) by Seller with third parties. Each such promotional use, however, will be subject to Buyer's approval, which approval will not be unreasonably delayed or withheld.~~

## 11. **ASSIGNMENT**

Any assignment of this Agreement by either party without the prior written consent of the other party, which consent will not be unreasonably delayed or withheld, will be void; provided, however, that Seller will have the right without Buyer's consent to assign this Agreement to any affiliate of Seller, or any party obtaining all or substantially all of the business assets of Seller. If Buyer sells or otherwise transfers or conveys all or substantially all of the assets relating to the operations at Buyer’s Location(s), Buyer will, as a condition precedent to the closing of such sale, transfer or conveyance, require the purchaser or transferee to assume all of the rights and obligations of Buyer under this Agreement. This Agreement will inure to the benefit of, and be binding upon, the respective heirs, representatives, successors, including any by way of merger or consolidation, and permitted assigns of the parties.

## 12. **NOTICES**

All notices, unless otherwise provided herein, will be in writing and deemed given on the date the notice is hand delivered, mailed or electronically transmitted to the receiving party at such party's Address. Either party may change its Address upon notice to the other party as set forth herein.

13. **TERM**

Except as provided in Articles 3, 5 and 7 or the Rider(s), this Agreement will be in effect from the date hereof and will continue in effect thereafter as to each Rider for the period of the Basic Term, and will continue in effect thereafter as to such Rider until either party terminates such Rider effective upon the expiration of the Basic Term thereof by giving to the other party not less than Six (6) months prior written notice of termination with respect to such Rider or, if either party does not so terminate such Rider upon the expiration of the Basic Term thereof, such Rider will continue in effect thereafter for 12 Months successive renewal until either party terminates such Rider effective upon the expiration of any Renewal Term by giving the other party not less than Six (6) months prior written notice of termination with respect to such Rider.

14. **GENERAL**

The entire agreement is contained herein and, in the Rider,(s). There are no other promises, representations or warranties affecting this Agreement, and any other or different terms or conditions in any purchase orders, Buyer's website agreements (including, without limitation, any terms or conditions subject to an accept button or other similar means of indicating acceptance) or other documents issued or accepted hereunder will be deemed null and void. No modification or waiver of this Agreement will bind either party unless expressly set forth in writing and manually signed and accepted by an authorized representative of the party sought to be bound by such writing. A waiver of any of the terms and conditions hereof will not be deemed a continuing waiver, but will apply solely to the instance to which the waiver is directed. Any headings contained in this Agreement are used only as a matter of convenience and reference, and are in no way intended to define, limit, expand or describe the scope of this Agreement. In the event of conflict between the terms and conditions contained in this Agreement and the Rider(s), the terms and conditions of the Rider(s) will govern. This Agreement will be governed by the laws of the State of Minnesota.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the date first above written.

| **City of Charles City WTP** | **CENTRAL MCGOWAN, INC** |
|---|---|
| X: _____ | Submitted by: Kole Young |
| By: Tyler Trout | Accepted by: Greg “Woody” Orienstien |
| Title: City Administrator | Title: Sales Manager, Co2 Solutions/beverage Carbonation |
| Date: _____ | Date: 02-12-2026 |

**TOMCO Systems**
3340 Rosebud Rd,
Loganville,
GA,
30052-7341,
tomcosystems.com

**Estimate**
ES651

## Service Address

Cory Spieker
City of Charles City WTP
WT842
900 Clark Street,
Charles City,Iowa, 50616
cory@cityofcharlescity.com

## Summary

Installation of new vaporizer and safety replacement on CO2 storage tank. Quote is for (2) technicians onsite for 3 days, travel, and related expenses.

| Service & Part | Quantity | List Price | Line Item Amount |
|---|---|---|---|
| Onsite Labor (Standard) | 48.0 | $ 225.00 | $ 10,800.00 |
| Travel Hours | 22.0 | $ 125.00 | $ 2,750.00 |
| Vehicle Mileage | 1473.0 | $ 1.25 | $ 1,841.25 |
| Expenses | 10.0 | $ 300.00 | $ 3,000.00 |
| PBV101, M259 VAP 12KW 460/60/3 STD | 1.0 | $ 14,599.50 | $ 14,599.50 |
| 0370-6, SAFETY,3/4", PN 83S1M68-8-CO2-T,350 PSI | 1.0 | $ 1,590.06 | $ 1,590.06 |
| Misc Parts<br>Vaporizer piping and materials | 1.0 | $ 900.00 | $ 900.00 |
| SN, Shipping<br>***TBD*** | 1.0 | $ 0.00 | $ 0.00 |

| | |
|---|---|
| Sub Total | $ 35,480.81 |
| Adjustment | $ 0.00 |
| Grand Total | $ 35,480.81 |

## Customer Notes

***Any parts or additional time required to effect repairs are not included.***

## Terms and Conditions

TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY
SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS OF SALE

These terms and conditions form a part of and are incorporated into all sales by TOMCO2 Systems® Company (“Seller”) of goods and services.

ACCEPTANCE OF TERMS AND CONDITIONS
The acceptance of the terms and conditions contained herein is an essential prerequisite to any contract of sale made by Seller. NO TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, IN ANY WAY PURPORTING TO MODIFY THESE TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER’S PURCHASE OR ACCEPTANCE DOCUMENTS, SHIPPING RELEASE FORMS, OR ELSEWHERE, SHALL BE BINDING ON SELLER WITHOUT SELLER’S EXPRESS WRITTEN CONSENT; ANY SUCH ATTEMPTED MODIFICATIONS ARE HEREBY REJECTED BY SELLER. UNDER ANY AND ALL CIRCUMSTANCES, SELLER’S ACCEPTANCE OF BUYER’S ORDER IS EXPRESSLY CONDITIONED ON BUYER’S ASSENT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER. NO MODIFICATIONS OF THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON SELLER WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER. Buyer’s action in (a) accepting any goods manufactured and delivered hereunder, or accepting any services from Seller, or (b) accepting or confirming any order without disaffirmance of these terms and conditions within three (3) business days of acceptance or confirmation of the order (and in the case of such disaffirmance no contract shall be deemed to exist between the parties), shall constitute an unqualified acceptance by Buyer of the terms and conditions contained herein.

PRICES AND PAYMENT TERMS
Prices quoted are valid for thirty (30) days from the date of quote, unless withdrawn or modified earlier by Seller. All prices are otherwise subject to change without notice, until the order is accepted by Seller. Prices do not include applicable local, state, federal or international taxes, tariffs, or duties (all of which shall be Buyer's responsibility), and do not include any freight costs or insurance unless otherwise agreed to in writing between the parties. The purchase price must be paid upon Seller's tender of delivery or completion of performance of the services, or in accordance with terms otherwise expressly agreed between the parties and as reflected on Seller's invoice, without deductions, set-offs, counterclaims, back charges, or any other charges of whatever nature, unless agreed in writing by Seller. Any credit orders are subject to credit approval. Payment for any agreed upon holdbacks must be paid upon completion of goods or services, but in no event later than nine (9) months after completion. If any invoice or part thereof is not paid when due, Buyer shall pay a finance charge in the amount of 1.5% per month (but not exceeding the maximum interest rate permitted by law). If Seller is required to institute legal proceedings or assign the collection to a collection agency for collection of any invoice or part thereof, Buyer shall be liable for all collection costs including legal fees incurred.

After Seller's confirmation of an order, Seller's costs for manufacturing, selling, or delivery any products or services may increase due to changes in exchange rates, taxes, duties, or other governmental charges or due to any material and unforeseen cost increases for materials, consumables, parts, wages, or insurance, and Seller shall have the right to change the price for the products or services accordingly. Such price changes shall apply for any products or services delivered after the implementation of the price change, irrespective of any separate agreement on price and irrespective of when the order was made. Seller shall notify Buyer of such price increases and Buyer shall be entitled to cancel any orders affected by the price increase, provided that such cancellation is made by written notice to Seller within three (3) business days from Seller's notification.

CHANGE ORDERS
Buyers may modify a purchase order only if approved by Seller in writing. Change order requests must be in writing and made through Seller's commercial sales department. Change order requests require review and approval by Seller's engineering, material control, manufacturing, and credit departments. Change orders may be subject to price and/or schedule adjustment. Other change order terms may be set forth in the proposal, such as changes in specifications or scope of services, delivery date, delivery location or quantity of goods. A minimum of $100 will be charged for each change order processed. Change orders requiring engineering changes will be assessed at a minimum of $200.

DELIVERY
Seller shall use reasonable efforts to adhere to the delivery or project completion schedule specified on the order acknowledgment, but delivery or project completion may be subject to change. Delivery of all goods is EXWORKS (Incoterms 2020) Seller's Loganville, GA factory. Risk of loss and title shall transfer to Buyer upon delivery to carrier. If Seller believes it will be unable to comply with the delivery or completion schedule, Seller will promptly notify Buyer of the probable length of any anticipated delay and the reason for it and shall continue to notify Buyer of any material change in the delivery. Seller shall not be liable for any damage caused by a delay in delivery or completion, irrespective of the cause of delay. If Seller is unable to comply with the delivery or completion schedule, Seller will exercise reasonable efforts to expedite routing or other factors to minimize such a delay. Any changes in the method of shipment (such as by air freight) will be at Buyer's written direction and expense.

CANCELLATION
Cancellation of any order or portions thereof will not be accepted after material has been purchased or fabrication has started and will subject Buyer to special, direct, indirect, and consequential damages.

CLAIMS
Seller will not be responsible for handling, storage, demurrage or any other transportation or accessorial service on orders for shipment outside the United States.

TOLERANCE & VARIATIONS
Unless otherwise expressly agreed by Seller in writing, all goods will be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and will also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

FILINGS
Buyer has no property interest in the goods until shipped. Seller retains purchase money security interest in goods sold to Buyer until the purchase price is paid in full, and Buyer agrees and authorizes Seller to file a financing statement or any other document(s) that may be necessary to perfect or provide other record notice of Seller's interest in the goods.

INSPECTION AND ACCEPTANCE
Buyer will inspect the goods (or any services) immediately upon delivery to the first shipment destination (or the completion of any services) and notify Seller in writing not later than five (5) days after delivery (or the completion of any services, if applicable) of any defects or non-conformities. All goods are deemed to have been accepted if timely notice is not given. Buyer shall notify Seller in writing of any disputes relating to any invoice within fifteen (15) days after the invoice date, specifying the nature of the disputed item. All invoices are deemed to be accepted and undisputed if timely notice is not given.

LIMITED WARRANTY
Seller warrants to the first end use purchaser of all goods sold by Seller or services performed hereunder, that: (i) such goods will be free from defects in materials and workmanship and will perform in accordance with Seller's standard specifications under normal conditions of installation and use; and (ii) such services will conform to the contract specifications, for claims that first arise and are reported to Seller within the applicable warranty period as set out below. All warranty coverage periods run from the date of shipment of the goods to the original purchaser or the completion of any services.

Wastewater Treatment Equipment: for a period of twelve (12) months from date of invoice;

Bulk, Microbulk and PLCs: for a period of twelve (12) months or five (5) years for vacuum, from invoice if used, operated, and maintained according to Seller's written instructions.

All other Equipment: for a period of twelve (12) Months from date of invoice, except pelletizers, block presses, reformers and CM-35 pump, if used, operated, and maintained according to Seller's written instructions will be warranted based on hour usage (2,000 hours).

Other: All other parts, components, accessories, and services are warranted by the Seller for a period of ninety (90) days.

This limited warranty does not cover damage caused by 1) improper installation (except when installation is done by Seller) or operation, the failure to follow Seller's instructions, or the failure to comply with applicable industry or commercial practices relating to the use of any goods or implementation of (or reliance on) any services; 2) misuse or negligence; excessive wear and tear; dents or deformation of the outer jacket, neck tube, and foot ring; corrosion, fire, or heat; 3) shipping damage; 4) repairs or attempted repairs by any person other than an authorized service technician; 5) repairs using spare parts not provided by Seller; 6) failure of Buyer or its end user to conduct normal and routine maintenance on goods or components in accordance with the operations manual; 7) improper or unauthorized modifications to goods or components; or 8) accident, catastrophe, or act of God. Further, this limited warranty does not cover or apply to any services, goods, accessories, parts, or attachments which are provided or manufactured by any party other than Seller (such as valves and related fittings, regulators, gauging devices, hoses, and hose-end connections and similar equipment), except that Seller assigns (without recourse) any manufacturers or third-party warranty applicable to such goods.

THE ABOVE EXPRESS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SELLER, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE ARE EXCLUDED AND DISCLAIMED, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

Unless expressly agreed to in writing by Seller, this limited warranty extends only to the first-end purchaser and is not thereafter assignable. Any transfer of the goods by the first-end use purchaser during the limited warranty period voids this limited warranty.

BUYER'S REMEDIES
The SOLE AND EXCLUSIVE REMEDY under the Limited Warranty is the repair or replacement of the goods (or refund of the purchase price if Seller deems the repair or replacement of the goods to be impracticable), or the correction of the services (or a refund of the purchase price if Seller deems such corrections to be impracticable), at Seller's sole option. Goods should not be returned, repaired, or discarded without Seller's prior written consent.

LIMITATIONS ON LIABILITY
THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SELLER SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR OTHER COSTS, EXPENSES OR DAMAGE, INCLUDING WITHOUT LIMITATIONS, LOSS OF USE, LOST BUSINESS OR REVENUE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR FROM ANY OTHER CAUSE WHATSOEVER SHALL SELLER'S LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE OF THE GOODS OR SERVICES (LESS ANY UNPAID PORTION THEREOF). BY ACCEPTING DELIVERY OF THE GOODS OR SERVICES SOLD HEREUNDER, THE BUYER ACCEPTS THESE LIMITATIONS AS REASONABLE AND ENFORCEABLE.

STORAGE FEES
Buyer is responsible for all storage fees incurred to store completed goods or in-process goods that are delayed by Buyer at the then current rate for monthly storage. Extended storage will not be allowed without a temporary storage agreement wherein Buyer acknowledges (i) the storage rate, (ii) length of storage and (iii) that Seller has no obligation or responsibility for goods other than to keep said goods segregated for Buyer. Payment of goods pursuant to the original purchase order, along with the first month' s storage fees, must be provided by Buyer upon signing the storage agreement. Storage is subject to availability. If Buyer breaches such temporary storage agreement, Seller may exercise all rights and purchase money or storage liens it may have under the law. Buyer will be responsible for all insurance on the goods and property tax. The Limited Warranty period is as defined in this document and is NOT extended while the goods are in storage.

WARRANTY CLAIMS
To make a claim under the limited warranty, the Buyer must 1) give Seller written notice within three (3) business days after discovery of a claimed defect; 2) immediately discontinue use of the goods or reliance on the services; and 3) if instructed to do so, return such goods freight prepaid within twenty (20) days to the location specified by Seller for evaluation to validate the warranty claim.

Prior to returning goods to Seller, a returned good authorization (RGA) number must be obtained from the Customer Service Department. Goods must be returned with prepaid transportation charges to:

TOMCO SYSTEMS COMPANY
3340 Rosebud Road
Loganville, GA 30052 USA

Returned goods packages must include the following information: 1) Company Name; 2) Company address; 3) Contact name; 4) Contact telephone number/email; 5) Quantity, description, model number and, if applicable, a serial number of each item being returned; 6) reason for return; 7) original Seller sales order number, invoice number or Buyer purchase order number; and 8) RGA number must appear on the shipping label and packing slip.

INTELLECTUAL PROPERTY
All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide ("IP Rights") associated with or relating to the goods shall belong solely and exclusively to Seller. Seller will retain all IP Rights used to create, embodied in, used in, and otherwise relating to the goods and any of their component parts manufactured by Seller, and Buyer shall not acquire any ownership interest in any of Seller's IP Rights. Buyer shall use Seller's IP Rights only in accordance with these terms and conditions of sale and any instructions of Seller. If Buyer acquires any IP Rights in or relating to any goods by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action. Buyer shall, at Seller's expense, execute such documents and do such things as are necessary to enable

Seller to protect its IP Rights.

COMPLIANCE WITH LAWS
Buyer agrees to abide by all federal, state and local laws, ordinances and regulations, licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder, including but not limited to Section 1502 of the Dodd-Frank Act relating to conflict minerals; all provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874, as supplemented by the Department of Labor's regulations, 29 C.F.R. part 3; the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78 and other similar anti-bribery laws, including without limitations, the OECD Antibribery Convention and the UK Bribery Act. Buyer warrants and represents that it is familiar with the requirements of the aforementioned laws, that it has not and will not violate those laws as may be amended from time to time, and that it neither has nor will it offer, make or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Buyer agrees to indemnify and hold Seller harmless from and against any and all damages and expenses, including attorneys' fees, resulting from Buyer's violation of the requirements referenced in this section.

Moreover, to the extent where applicable, the parties agree to comply with the following: Federal Labor Standard Act of 1938, as amended; Executive Order 11246, as amended; EEO-1 Reporting; Vietnam Era's Veterans Readjustment Assistance Act; Affirmative Action and Equal Opportunity for Workers with Disabilities, 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.5 and Utilization of Small Business Concerns, 48 C.F.R. § 52.219-8 et. seq., and the implementing rules and regulations of the Office of Federal Contract Compliance including the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected Veteran status or disability, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Likewise, when applicable, Seller and/or its covered subcontractors agree to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A.

CONFLICT MINERALS
Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall promptly notify Buyer of such.

IMPORT AND EXPORT
The parties have and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits needed to carry out their obligations under the purchase order. The parties shall comply with all export and import laws of all countries involved in the sale and transportation of goods under this purchase order.

NOTICE
Notice required hereunder shall be deemed properly made if in writing and delivered by mail or email (the receipt of which is expressly acknowledged) to the email address set forth in the Purchase Order, by certified U.S. mail (return receipt requested), or by recognized courier service (UPS, FedEx, etc.). Any notice shall be deemed given one (1) business day after being sent.

JURISDICTION AND VENUE
The validity, performance and interpretations of this agreement shall be governed by the substantive laws of the State of Georgia (USA), and without reference to principles of conflicts or choice of laws or the United Nations Convention for the International Sale of Goods. The parties agree that the sole and exclusive jurisdiction and venue for any dispute relating to or arising under this agreement shall be the federal or state courts in the State of Georgia, and both parties hereby submit and consent to the personal jurisdiction of said courts as to any such matters.

FORCE MAJEURE
In the event of any delay in Seller's performance or Seller's inability to perform due to acts of God, war, riot, embargo, acts of civil or military authorities, acts of government, quarantine restriction, pandemic, epidemic, fire, flood, explosion, mill conditions, plant machinery breakdown, differences with workmen, shortage of vehicles, fuel, utility, facility, material or labor, delay in transportation, breakdown or accident, compliance with any other action taken to carry out the intent or purpose of any law or regulation, or other causes beyond Seller's reasonable control, Seller shall not be liable for any direct or indirect damages or loss due to any such causes. In the event of any of the foregoing, Seller may apportion its production and all the materials among its customers as Seller, in its sole discretion, considers equitable.

ENTIRE AGREEMENT
These terms and conditions of sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations, and warranties, if any, relating to the goods or services covered hereby.

February 4th, 2026 | Charles City, IA

# PROPOSAL

**TOMCO2 Proposal #: 24261**

**Changing the way you think about CO2.**

TOMCO2 SYSTEMS®

TOMCO2 SYSTEMS

*CHANGING THE WAY YOU **THINK** ABOUT **CO2***

February 4th, 2026

Attn: Charles City, IA

RE: TOMCO2 Proposal Carbon Dioxide Storage Equipment

Spec Section: XXXXX

TOMCO2 Systems is pleased to submit, for your consideration, our proposal covering the carbon dioxide storage system. We have attached equipment specifications to this proposal. Please read our specifications carefully to be certain as to what TOMCO2 is proposing to supply.

We can send general arrangement drawings and submittals for your review eight to twelve (8-12) weeks after our receipt of your purchase order. Shipment of the equipment can be eighteen to twenty (18-20) weeks after our receipt of approved submittals and notice to proceed.

TOMCO2 Systems will warrant the equipment supplied, as described in the attached specifications, for a period of one year past final acceptance.

Field installation will require the following, not provided by TOMCO2:

1) Concrete foundation for the CO2 storage equipment.
2) Anchor bolts for the equipment.
3) Any control or system wiring between our control system or other control panels or components.
4) Liquid or vapor CO2.
5) Unloading of the CO2 equipment at the job-site.
6) Other items as noted in the attached equipment.

The **price** for our equipment, as described in the attached TOMCO2 specification can be provided by your local TOMCO Representative, Jon Harger of Vessco. Jon can be reached by email at jharger@vessco.com.

Our price includes the following:

- Equipment as specified herein.
- Engineering submittals and general arrangement drawings.
- Freight to jobsite, DAP.
- Startup & training, & commissioning of one (1) trip up to two (2) days on site.
- Operating & Maintenance Manuals.
- Standard one year warranty.

## PAYMENT TERMS

- 30 % upon order acknowledgment (Net 0)
- 20 % upon submittal approval (Net 30)
- 15 % upon tank hydrostatic test (Net 30)
- 30 % upon equipment delivery or 90 days after agreed upon equipment delivery date on purchase order (Net 30)
- 5 % upon performance test and/or commissioning activities or 150 days from agreed upon equipment delivery date (Net 30)

Our payment terms are net 30 days. Our price will be good for a period of 90 days from the date of this proposal. Price is firm upon receipt of purchase order; however, in the event of unforeseen delays that deviate from the agreed upon production and equipment delivery schedule, pricing is subject to change based on fluctuations in the Producer Price Index (PPI).

It is understood by your acceptance of the TOMCO2 terms and conditions of this letter that retainage is to be paid in full no longer than 30 days from the date of startup of our equipment. Payment of the full invoiced amount less retainage is due after shipment and prior to startup and commissioning of the system.

If you have any questions, please do not hesitate to contact me. Sincerely,

Camila Hess

Camila Hess

Commercial Product
Manager
(c): 678-326-0347
(e): chess@tomcosystems.com

# TERMS AND CONDITIONS OF SALE AND LIMITED WARRANTY

**SUPERSEDES ALL PREVIOUS TERMS AND CONDITIONS OF SALE**

These terms and conditions form a part of and are incorporated into all sales of goods and services by TOMCO2 Systems® Company ("Seller").

**ACCEPTANCE OF TERMS AND CONDITIONS**

The acceptance of the Terms and Conditions contained herein is an essential prerequisite to any contract of sale made by Seller. NO TERMS OR CONDITIONS OTHER THAN THOSE STATED HEREIN, AND NO AGREEMENT OR UNDERSTANDING, ORAL OR WRITTEN, IN ANY WAY PURPPORTING TO MODIFY THESE TERMS AND CONDITIONS, WHETHER CONTAINED IN BUYER'S PURCHASE OR ACCEPTANCE DOCUMENTS, SHIPPING RELEASE FORMS, OR ELSEWHERE, SHALL BE BINDING ON SELLER WITHOUT SELLER'S EXPRESS WRITTEN CONSENT, ANY SUCH ATTEMPTED MODIFICATIONS ARE HEREBY REJECTED BY SELLER. UNDER ANY AND ALL CIRCUMSTANCES, SELLER'S ACCEPTANCE OF BUYER'S ORDER IS EXPRESSLY CONDITIONED ON BUYER'S ASSET TO THE TERMS AND CONDITIONS CONTAINED HEREIN, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY BUYER. NO MODIFICATIONS OF THE TERMS AND CONDITIONS CONTAINED HEREIN SHALL BE BINDING UPON SELLER WITHOUT THE EXPRESS WRITTEN CONSENT OF SELLER. Buyer's action in (a) accepting any goods manufactured and delivered hereunder, or accepting any services from Seller, or (b) accepting or confirming any order without disaffirmance of these terms and conditions within three (3) business days of acceptance or confirmation of the order (and in the case of such disaffirmance no contract shall be deemed to exist between the parties), shall constitute an unqualified acceptance by Buyer of the Terms and Conditions contained herein.

**PRICES AND PAYMENT TERMS**

Prices quoted as valid for thirty (30) days from the date of quote, unless withdrawn or modified earlier by Seller. All prices are otherwise subject to change without notice, until the order is accepted by Seller. All prices are EXWORKS (Incoterms 2020) Seller's facility in Loganville, Georgia, and risk of loss and title shall transfer to Buyer upon delivery to the carrier, unless otherwise expressly agreed to in writing by the parties. Prices do not include applicable local, state, federal or international taxes, tariffs, or duties (all of which shall be Buyer's responsibility), and do not include any freight costs or insurance unless otherwise agreed to in writing between the parties. The purchase price must be paid upon Seller's tender of delivery or completion of performance of the services, or in accordance with terms otherwise expressly agreed between the parties and as reflected on Seller's invoice, without deductions, set-offs, counterclaims, back charges, or any other charges of whatever nature, unless agreed in writing by Seller. Any credit orders are subject to credit approval. Payment for any agreed upon holdbacks must be paid upon completion of goods or services, but in no event later than nine (9) months after completion. If any invoice or part thereof is not paid when due, Buyer shall pay a finance charge in the amount of 1.5% per month (but not exceeding the maximum interest rate permitted by law).If Seller is required to institute legal proceedings or assign the collection to a collection agency for collection of any invoice or part thereof, Buyer shall be liable for all collection costs including legal fees incurred. Seller retains a purchase money security interest in all goods sold to Buyer until the purchase price is paid in full.

After Seller's confirmation of an Order, Seller's costs for manufacturing, selling, or delivery any Products or Services increase due to changes in exchange rates, taxes, duties, or other governmental charges or due to any material and unforeseen cost increases for materials, consumables, parts, wages, or insurance, Seller shall have the right to change the price for the Products or Services accordingly. Such price changes shall apply for any Products or Services delivered after the implementation of the price change, irrespective of any separate agreement on price and irrespective of when the Order was made. Seller shall without undue delay notify the Buyer of such price increases and the Buyer shall be entitled to cancel any Orders affected by the price increase, provided that such cancellation is made by written notice to Seller within three (3) business days from Seller's notification.

**CHANGE ORDERS**

Buyers may modify a Purchase Order only if approved by Seller in writing. Change order requests must be in writing and made through Seller's commercial sales department. Change order requests require review and approval by Seller's engineering, material control, manufacturing, and credit departments. Change orders may be subject to price and/or schedule adjustment. Other change order terms may be set forth in the, such as changes in specifications or scope of services, delivery date, delivery location or quantity of goods. A minimum of $100 will be charged for each change order processed. Change orders requiring engineering changes will be assessed at a minimum of $200.

**DELIVERY**

Seller shall use its best efforts to adhere to the delivery or project completion schedule specified on the order acknowledgment, but delivery or project completion may be subject to change. If Seller believes it will be unable to comply with the delivery or completion schedule, Seller will promptly notify Buyer of the probable length of any anticipated delay and the reason for it and shall continue to notify Buyer of any material change in the delivery. Seller shall not be liable for any damage caused by a delay in delivery or completion, irrespective of the cause of delay. If Seller is unable to comply with the delivery or completion schedule, Seller will exercise reasonable efforts to expedite routing or other factors to minimize such a delay. Any changes in the method of shipment (such as by air freight) will be at Buyer's written direction and expense.

**CANCELLATION**

Cancellation of order or portions thereof will not be accepted after material has been purchased or fabrication has been started and will subject Buyer to special, direct, indirect, and consequential damages.

**CLAIMS**

The Seller will not be responsible for handling, storage, demurrage or any other transportation or accessorial service on orders for shipment outside the United States.

**TOLERANCE & VARIATIONS**

Unless otherwise expressly agreed by Seller in writing, all goods will be subject to tolerances and variations consistent with usual trade practices regarding dimensions, straightness, section, composition and mechanical properties and normal variations in surface and internal conditions and quality and will also be subject to deviations from tolerances and variations consistent with practical testing and inspection methods.

**FILINGS**

Buyer has no property interest in the goods until shipped. Seller retains a purchase money security interest in goods sold to Buyer until the purchase price is paid in full, and Buyer agrees and authorizes Seller to file a financing statement or any other document(s) that may be necessary to perfect or provide other record notice of Seller's interest in the goods.

**DELAY**

Seller will not be responsible for any delay in performance due to any reason set out in the Force Majeure clause below.

**INSPECTION AND ACCEPTANCE**

Buyer will inspect the goods (or any services) immediately upon delivery to the first shipment destination (or the completion of any services) and notify Seller in writing not later than five (5) days after delivery (or the completion of any services, if applicable) of any defects or non-conformities. All goods are deemed to have been accepted if timely notice is not given. Buyer shall notify Seller in writing of any disputes relating to any invoice within fifteen (15) days after the invoice date, specifying the nature of the disputed item. All invoices are deemed to be accepted and undisputed if timely notice is not given.

**LIMITED WARRANTY**

Seller warrants to the first end use purchaser of all goods sold by Seller or services performed hereunder, that: (i) such goods will be free from defects in Seller's materials and workmanship and will perform in accordance with Seller's standard specifications under normal conditions of installation and use; and (ii) that such services will conform to the contract specifications, for claims that first arise and are reported to Seller within the applicable warranty period as set out below. All warranty coverage periods run from the date of shipment of the goods to the original purchaser or the completion of any services.

**Wastewater Treatment Equipment**: for a period of twelve (12) months from date of invoice;

**All other Equipment:** for a period of twelve (12) Months from date of invoice, except pelletizers, block presses, reformers and CM-35 pump, if used, operated, and maintained according to Seller's written instructions will be warranted based on hour usage (2,000 hours).

**Other:** All other parts, components, accessories, and services are warranted by the Seller for a period of ninety (90) days.

This limited warranty does not cover damage caused by 1) improper installation (except when installation is done by Seller) or operation, the failure to follow Seller's instructions, or the failure to comply with applicable industry or commercial practices relating to the use of any goods or implementation of (or reliance on) any services; 2) misuse or negligence; corrosion, fire, or heat; 3) shipping damage; 4) repairs or attempted repairs by any person other than an authorized service technician; 5) repairs using spare parts not provided by Seller; 6) failure of Buyer or its end user to conduct normal and routine maintenance on goods or components in accordance with the operations manual; 7) improper or unauthorized modifications to goods or components; or 8) accident, catastrophe, or act of God. Further, this limited warranty does not cover or apply to any services, goods, accessories, parts, or attachments which are provided or manufactured by someone other than Seller (such as valves and related fittings, regulators, gauging devices, hoses, and hose-end connections and similar equipment), except that Seller assigns (without recourse) any manufacturers or third-party warranty applicable to such goods.

THE ABOVE EXPRESS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED BY SELLER, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PRUPOSE ARE EXCLUDED AND DISCLAIMED. In no event shall Seller's liability exceed the original purchase price of the goods or services (less any unpaid portion thereof).

Unless expressly agreed to in writing by Seller, this limited warranty extends only to the first end use purchaser and is not thereafter assignable. Any transfer of the goods by the first end use purchaser during the limited warranty period, voids this limited warranty.

**BUYER'S REMEDIES**

The SOLE AND EXCLUSIVE REMEDY under this Limited Warranty is the repair or replacement of the goods (or refund of the purchase price if Seller deems the repair or replacement of the goods to be impracticable), or the correction of the services (or a refund of the purchase price if Seller deemed such corrections to be impracticable), at Seller's sole option. Goods should not be returned, repaired, or discarded without Seller's prior written consent.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE. SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR OTHER COSTS, EXPENSES OR DAMAGE, INCLUDING HARM TO OTHERS, RESULTING FROM ANY DEFECT OR NON-CONFORMITY OF THE GOODS, OR THE DELIVERY, USE OR FAILURE OF THE GOODS (INCLUDING LOSS OF ANY MATERIALS STORED IN GOODS), OR FROM ANY OTHER CAUSE WHATSOEVER INCLUDING NEGLIGENCE. BY ACCEPTING DELIVERY OF THE GOODS SOLD HEREUNDER, THE BUYER ACCEPTS THIS LIMITATION OR REMEDIES AS REASONABLE AND ENFORCEABLE.

**STORAGE FEES**

Buyer is responsible for all storage fees incurred to store completed goods or in-process goods that are delayed by Buyer at the then current rate for monthly storage. Extended storage will not be allowed without a temporary storage agreement wherein Buyer acknowledges, (i) the storage rate, (ii) length of storage and (iii) that Seller has no obligation or responsibility for goods other than to keep said goods segregated for Buyer. Payment of goods pursuant to the original purchase order, along with the first month's storage fees, must be provided by Buyer upon signing the storage agreement. Storage is subject to availability. If Buyer breaches such temporary storage agreement, Seller may exercise all rights and purchase money or storage liens it may have under the law. Buyer will be responsible for all insurance on the goods and property tax. The Limited Warranty period is as defined in this document and is NOT extended while the goods are in storage.

**WARRANTY CLAIMS**

To make a claim under the limited warranty, the Buyer must 1) give Seller written notice within three (3) business days after discovery of a claimed defect; 2) immediately discontinue use of the goods or reliance on the services; and 3) if instructed to do so, return such goods freight prepaid within twenty (20) days to the location specified by Seller for evaluation to validate the warranty claim.

Prior to returning goods to Seller, a returned good authorization number (RGA) must be obtained from the Customer Service Department. Goods must be returned with prepaid transportation charges to:

TOMCO$_2$ SYSTEMS COMPANY
3340 Rosebud Road
Loganville, GA 30052 USA

Returned goods packages must include the following information: 1) Company Name; 2) Company address; 3) Contact name; 4) Contact telephone number/email; 5) Quantity, description, model number and, if applicable, a serial number of each item being returned; 6) reason for return; 7) original Seller sales order number, invoice number or Buyer purchase order number; and 8) RGA number must appear on the shipping label and packing slip.

**INTELLECTUAL PROPERTY**

All copyrights, patents, trademarks, trade secrets, know-how and other intellectual property or proprietary rights pursuant to the laws of any jurisdiction worldwide ("IP Rights") associated with or relating to the goods shall belong solely and exclusively to Seller. Seller will retain all IP Rights used to create, embodied in, used in, and otherwise relating to the goods and any of their component parts manufactured by Seller, and Buyer shall not acquire any ownership interest in any of Seller's IP Rights. Buyer shall use Seller's IP Rights only in accordance with these terms and conditions of sale and any instructions of Seller. If Buyer acquires any IP Rights in or relating to any goods by operation of law or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller without further action. Buyer shall, at Seller's expense, execute such documents and do such things as are necessary to enable Seller to protect its IP Rights.

**COMPLIANCE WITH LAWS**

Buyer agrees to abide by all federal, state and local laws, ordinances and regulations, licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Agreement, including but not limited to Section 1502 of the Dodd-Frank Act relating to conflict minerals; all provisions of the Copeland Anti-Kickback Act, 18 U.S.C. § 874, as supplemented by the Department of Labor's regulations, 29 C.F.R. part 3; the Foreign Corrupt Practices Act, 15 U.S.C. §§ 78 and other similar anti-bribery laws, including without limitations, the OECD Antibribery Convention and the UK Bribery Act. Buyer warrants and represents that it is familiar with the requirements of the aforementioned laws, that it has not and will not violate those laws as may be amended from time to time, and that it neither has nor will it offer, make or agree to make, directly or indirectly, any gift or payment of any kind or any political contribution in violation of such laws. Buyer agrees to indemnify and hold Seller harmless from and against any and all damages and expenses, including attorneys' fees, resulting from Buyer's violation of the requirements referenced in this section.

Moreover, to the extent where applicable, the parties agree to comply with the following: Federal Labor Standard Act of 1938, as amended; Executive Order 11246, as amended; EEO-1 Reporting; Vietnam Era's Veterans Readjustment Assistance Act; Affirmative Action and Equal Opportunity for Workers with Disabilities, 48 C.F.R. § 52.222-36 and 41 C.F.R. § 60-741.5 and Utilization of Small Business Concerns, 48 C.F.R. § 52.219-8 et. seq., and the implementing rules and regulations of the Office of Federal Contract Compliance including the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected Veteran status or disability, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Likewise, when applicable, TOMCO and/or its covered subcontractors agree to comply with the provisions of 29 CFR Part 471, Appendix A to Subpart A.

**CONFLICT MINERALS**

In addition, Seller warrants and certifies that: (a) all items supplied or delivered to Buyer under this Purchase Order do not contain one or more identified Conflict Minerals (including but not limited to, coltan, niobium, tantalum, tin, gold, or tungsten), as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act; (b) sub-suppliers from whom Seller purchases items do not sell items that contain one or more identified Conflict Minerals; and (c) if the items that Seller supplies or delivers to Buyer do contain one or more identified Conflict Minerals, such Conflict Minerals do NOT originate from the Democratic Republic of Congo or an adjoining country. In the event the items Seller supplies or delivers to Buyer contain one or more identified Conflict Minerals, then Seller shall immediately notify Buyer of such.

**IMPORT AND EXPORT**

The parties have and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits needed to carry out their obligations under the purchase order. The parties shall comply with all export and import laws of all countries involved in the sale and transportation of goods under this purchase order.

**NOTICE**

Notice required hereunder shall be deemed properly made if in writing and delivered by mail or email (the receipt of which is expressly acknowledged) to the email address set forth in the Purchase Order, by certified U.S. mail (return receipt requested), or by recognized courier service (UPS, FedEx, etc.). Any notice shall be deemed given one (1) business day after being sent.

**JURISDICTION AND VENUE**

The validity, performance and interpretations of this Agreement shall be governed by the substantive laws of the State of Georgia (USA), and without reference to principles of conflicts or choice of laws or the United Nations Convention for the International Sale of Goods. The parties agree that the sole and exclusive jurisdiction and venue for any dispute relating to or arising under this Agreement shall be the federal or state courts in the State of Georgia, and both parties hereby submit and consent to the personal jurisdiction of said courts as to any such matters.

**FORCE MAJEURE**

In the event of any delay in Seller's performance or Seller's inability to perform due to acts of God, war, riots, embargoes, acts of civil or military authorities, acts of government, quarantine restrictions, pandemics, epidemics, fires, floods, explosions, mill conditions, plant machinery breakdowns, differences with workmen, shortage of cars, fuel, utility, facility, material or labor, delay in transportation, breakdown or accident, compliance with any other action taken to carry out the intent or purpose of any law or regulation, or other causes beyond Seller's reasonable control, Seller shall not be liable for any direct or indirect damages or loss due to any such causes. In the event of any of the foregoing, Seller may apportion its production and all the materials among its customers as Seller, in its sole discretion, considers equitable.

**ENTIRE AGREEMENT**

These terms and conditions of sale constitute the entire agreement of the parties and supersede all discussions, arrangements, negotiations, representations, and warranties, if any, relating to the goods or services covered hereby.

CARBON DIOXIDE STORAGE EQUIPMENT

CHARLES CITY, IA

TOMCO2 Proposal #24261

Revision A

February 4th, 2026

A. Work Included: This section covers the work necessary to furnish the equipment and materials required for the referenced carbon dioxide storage replacement for Charles City, IA.
B. The basic system consists of the following equipment and materials:

1. One (1) 675CA 6-Ton Liquid CO2 Storage Tank
2. One (1) M259CI 9 kW Pressure Building Vaporizer
3. One (1) CVH-4SS 4 kW Vapor Heater
4. One (1) First Stage Pressure Regulator
5. Instrumentation and control equipment as specified herein

MANUFACTURER – TOMCO2 Systems, Loganville, GA, USA. TOMCO2 Systems meets or exceeds the following qualifications:

TOMCO2 Systems has successfully designed and manufactured similar equipment for the proposed application for **over 40 years.**

TOMCO2 Systems maintains a list of over **1700** current successful users of similar systems designed, assembled and furnished by the Manufacturer.

TOMCO2 Systems has the required financial capability to perform the scope of work as specified.
TOMCO2 Systems maintains a qualified technical engineering staff and design office.

TOMCO2 Systems operates a physical plant and employs fabricating personnel to complete the work specified.

TOMCO2 Systems operates an ASME Pressure Vessel Shop and employs certified welders to modify and repair the pressure vessel to ASME standards, inspection and testing as required.

TOMCO2 Systems has and will maintain competent service personnel to service the equipment furnished.

Manufacturer of the liquid oxygen storage and feed system shall be TOMCO2 Systems of Loganville, GA USA.

## QUALITY ASSURANCE

The Specifications and applicable Drawings are based on equipment, products, and services offered by TOMCO2 Systems, Loganville, Georgia. Changes in the dimensions, layout, or location of equipment or accessories, or type of accessories required to accommodate alternate carbon dioxide feed system manufacturers and models shall be at the Contractor's expense. Design changes shall be performed by discipline engineers registered in the state of Iowa at Contractor's expense. This includes all civil, structural, mechanical, electrical, or instrumentation and controls changes that may be determined necessary to accommodate the system(s) of other manufacturers. The Contractor shall also be solely responsible for all permit modifications necessary to accommodate an alternate manufacturer's design.

## STATEMENT OF CONFORMANCE

The manufacturer of the carbonic acid feed system and carbon dioxide storage equipment shall inspect the completed installation and provide written certification that the system will operate as designed and specified herein.

## LIQUID CARBON DIOXIDE STORAGE TANK

One (1) liquid carbon dioxide storage tank shall be provided and designed specifically for liquid carbon dioxide service.

The storage tank shall consist of a welded ***SA-612 normalized carbon steel*** pressure vessel designed and constructed in accordance with Section VIII, Division 1 of the ASME "Code for Unfired Pressure Vessels" with a maximum allowable working pressure of 350 PSIG. A pressure vessel manufactured by a different manufacturer from the tank supplier will not be accepted. It is the intention for the complete storage tank, pressure vessel, and vaporizer to be fabricated by the same manufacturer in the same facility.

The storage tank shall be horizontal C-series with I-beam frame and capable of holding 12,000 pounds of liquid carbon dioxide at 300 PSIG and 0 degrees Fahrenheit. The tank shall have an elliptical manway installed on the rear head for cleaning access and inspection for the pressure vessel as required. A grounding lug shall be provided for release of static electricity to ground. Installation including foundation, elevation, piping, wiring and instrumentation must be performed and strictly adhered to manufacturer recommendations and specifications.

The tank shall be insulated with a minimum of 4 inches of urethane foam insulation, which shall be covered with a 0.063" factory painted white aluminum shell. The ends are to be covered with aluminum performed flanged and dished heads. The thermal conductivity (overall U-factor) for the insulated tank wall shall not be greater than 0.04 Btu per hour per square foot per degree Fahrenheit.

The tank shall be complete with a level indicator calibrated to read in thousand pounds and a 0 to 600 psig pressure gauge, both gaues with 6-inch dials

All necessary schedule 80 pipe connections for filling and withdrawal of CO2 from the storage tank will be provided. Truck unloading capability consisting of CGA forged brass fill and vapor balance fittings, isolation valves will be provided extending through the front of the tank cabinet.

A complete environmentally safe refrigeration system utilizing refrigerant R-459A or approved equal shall be provided with the storage tank that will automatically maintain the storage tank at 0 degrees Fahrenheit and 300 PSIG. The evaporator coil of the refrigeration unit shall be located inside the top portion of the storage tank, with the compressor and air-cooled condensing unit mounted on the frame at the end of the tank. The refrigeration unit shall be equipped with a condensing unit driven by a 1HP, 480 volt, 3 phase scroll compressor and provided with a circuit breaker disconnect

switch, motor starter, and a 120-volt control voltage transformer mounted in a **NEMA 4X type 304L stainless steel** electrical enclosure. A fused disconnect will not be accepted. The control panel will be equipped to provide loss of phase, short circuit, and ground fault protection. The condensing unit will include a sight glass, refrigerant line, solenoid valve, expansion valve and a refrigeration coil mounted internally in the storage tank. Automatic controls shall be provided to start and stop the compressor, thereby controlling the pressure of the CO2 in order to maintain the proper operating pressure (295 psig – 305 psig).

The storage tank shall be protected from being subjected to pressures greater than the maximum allowable working pressure (350 PSIG) by means of two ASME approved safety relief valves operating in conjunction with a three-way switching valve and two bleeder type relief valves.

The tank shall be provided with a pressure switch to sound an alarm automatically in the vent of excessive high or low pressure in the tank. The alarm horn and indicating lights shall be mounted on the refrigeration control panel located on the storage tank. The panel shall be complete with an alarm silence circuit to shut off the audible alarm. **Contacts shall be provided for remote indication of high and low tank pressure alarms.**

All nozzles penetrating the vessel shall be schedule 80**, type 304L stainless steel**. All piping and fittings provided internal to the storage tank system shall be schedule 80 carbon steel. All piping and fittings provided external to the vessel and supplied as part of the storage system shall be **schedule 80 type 304L stainless steel**, with 2,000 psi rated threaded fittings. 316L stainless steel ball valves shall be provided where the connections for the liquid fill, vapor return, process connect to the tank, and where needed to remove and service the vaporizer, without emptying the tank. 1-1/2" liquid CO2 and 1" vapor balance fill couplings shall be standard CGA brass threaded connections for CO2 service and piped to the outside of the enclosure.

The storage tank shall be provided with an enclosure at one end, which shall provide weather protection for the refrigeration unit, vaporizer, vapor heater, pressure regulator, electrical panels, fill valves and other accessories. The enclosure shall consist of a structural frame, which shall be covered with aluminum sheet, minimum thickness of 0.04 inch (1 mm). **The storage tank, enclosure, frame, and other exposed ferrous metal surfaces shall be surface prepped and painted according to TOMCO's standard practices.** All stainless steel surfaces shall be left unpainted.

Adequate vent area shall be provided to allow cooling air circulation for the refrigeration system. Three lockable, hinged doors to provide access to the enclosure shall be provided. The approximate overall tank dimensions are 16.5' long x 6'-2" wide x 8'-1" high. The shipping weight (empty) is approximately 10,500 lbs.

**The tank shall be model No. 675CA as manufactured by TOMCO Systems in Loganville, GA.**

## CARBON DIOXIDE ELECTRIC VAPORIZER

The tank shall be provided with one complete electric vaporizer unit, capable of vaporizing 325 lbs of liquid carbon dioxide per hour at 300 psig. Automatic controls shall be provided to control the vaporizer to maintain the tank pressure above 245 psig. An adjustable differential pressure switch shall activate the vaporizer at 245 psig and shall deactivate the unit at 255 psig. Liquid carbon dioxide shall be drawn off of the bottom tank, with the resulting vapor returning to the top of the tank. A purging valve for easy removal of accumulated impurities, safety controls consisting of a safety relief valve, a thermostat for overheat protection and a fused control circuit for coil protection shall be provided. Electrical requirements shall be 9 kW, 480-volt, 3-phase, 60-Hz, and shall be provided with a circuit breaker with operating handle in **a NEMA 4X type 304L** stainless steel electrical enclosure pre-wired from the Refrigeration panel. The vaporizer shall be supplied as an integral part of the storage tank; pre-piped, pre-wired and pre-insulated and located in the equipment enclosure.

Vaporizer shall be **Model No. M259CI 9 kW** as manufactured by TOMCO Systems of Loganville, GA.

## CARBON DIOXIDE VAPOR HEATER

The tank shall be provided with one (1) 4 kW carbon dioxide vapor heater to heat the 0°F CO2 gas to near room temperature. The vapor heater shall be rated for operation at 480 volts single phase, 60 Hz., pre-wired from the Refrigeration panel. The vapor heaters shall be supplied complete with electronic temperature control. Operating control range shall be adjustable from 30° to 110°F. Solid high conductivity aluminum pressure castings containing the electrical resistance heaters and aluminum castings containing the 316L stainless steel tubing for the CO2 vapor shall be provided. An overheat device shall be supplied to shut off the heating element should the temperature reach 200°F. A manual reset button shall be supplied for restarting the heater after the overheat temperature controller has tripped out. The vapor heater shall be pre-piped and pre-wired with a thru-the-door disconnect switch and NEMA 12 **type 304L stainless steel** cover inside the storage tank aluminum control house.

Vapor heater shall be **Model No. CVH4-SS 4 kW** as manufactured by TOMCO Systems of Loganville, GA.

## FIRST STAGE PRESSURE REGULATOR

A. One (1) carbon dioxide pressure reducing regulator will be supplied, pre-installed in the CO2 pipeline after the carbon dioxide vapor heater inside the storage tank equipment enclosure. The regulator shall be used to reduce the pressure from approximately 300 psig to 120 psig. The regulator shall have a malleable iron body, aluminum spring case and lower case, nitrile and aluminum valve disc and holder, nylon fabric coated with nitrile diaphragm, 316L stainless steel valve stem and valve stem guide. The outlet pressure of the regulator shall be easily adjusted through the use of an adjustment screw.

B. One (1) pressure gauge, 2-1/2" dial, 0 to 600 psig range, complete with isolation valve, shall be provided for indication of the CO2 pressure downstream of the regulator.

C. One (1) pressure relief valve shall be provided installed in the pipeline prior to the pressure regulator. Relief valve shall be set for 450 psig.

The above components will be factory assembled and all field connection clearly marked. The entire assembly shall be shop tested, calibrated and shipped to the job-site in one shipment. Commissioning, startup, and training in no more than one (1) trip up to two (2) full working days on site total shall be provided. Detailed drawings, parts list, and operating manuals are provided as part of the equipment package. Standard one year equipment warranty applies.

## I/O SIGNALS

The following signals shall be exchanged between the CO2 storage and feed equipment and the plant control system (SCADA).

From the liquid CO2 storage tank to plant SCADA:

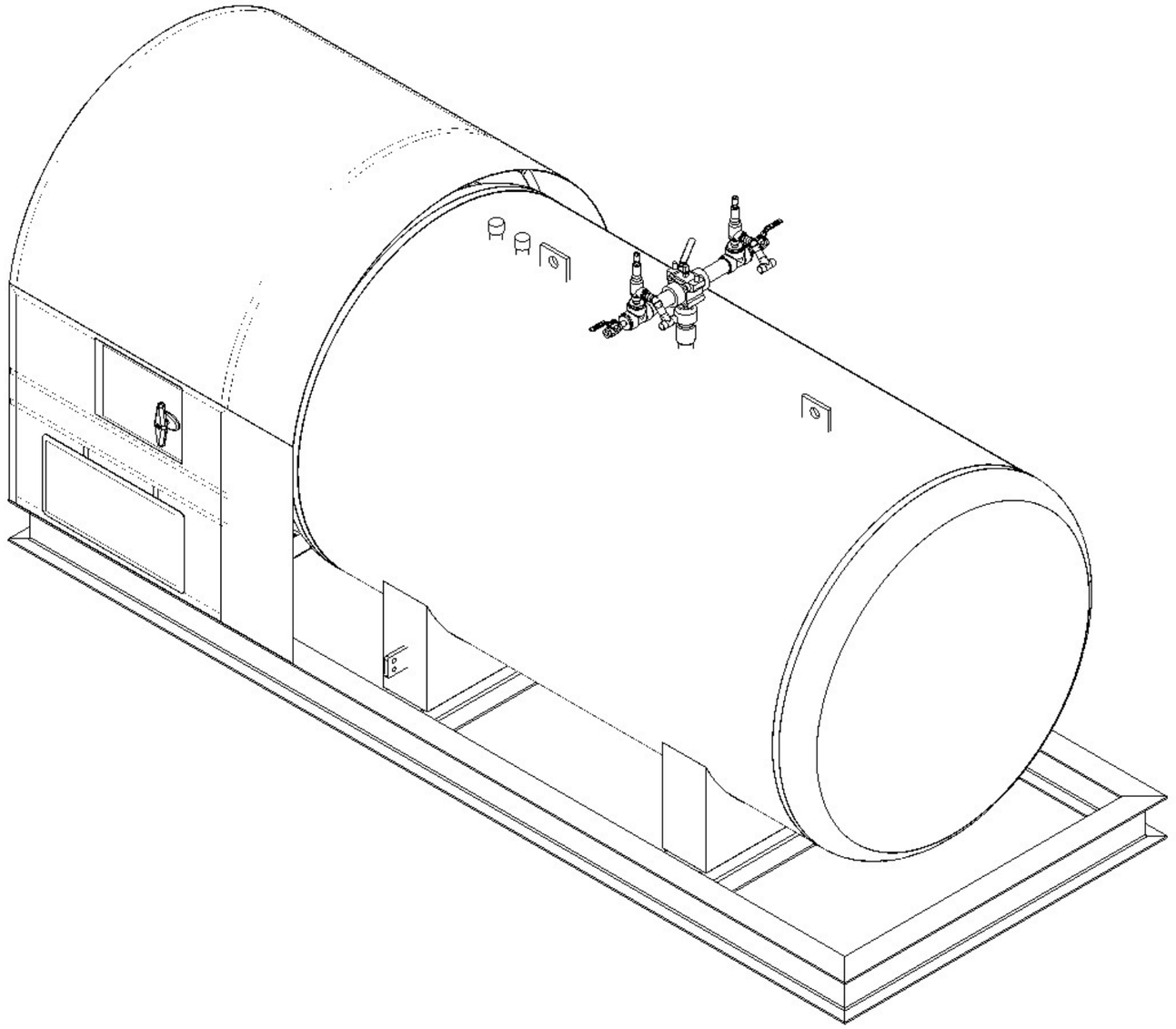
- CO2 High Pressure Alarm (discrete)
- CO2 Low Pressure Alarm (discrete)

## ITEMS NOT INCLUDED

- Foundation, concrete pad or anchor bolts for the equipment.
- Interconnecting CO2 piping between the storage tank and the existing feed PSF panel.
- Electrical wire, junction boxes, disconnects or conduit for the equipment.
- Erection and installation; however, complete erection and installation drawings will be provided.
- Piping supports or wall sleeves for field piping.
- Rigging to unload the equipment at the job-site
- Liquid CO2 for the storage tank.
- Any special fill connections or regulator assemblies required by the CO2 supplier.
- CO2 gas detector.
- Any other instrumentation not specifically listed herein.
- Spare Parts
- PLC controls (hardwired controls only)
- Bid bond, supply bond or any other bonds.
- Taxes, fees, duties, licenses, permits or any other fees.

## GENERAL NOTES:

1. EMPTY WEIGHT : 10,000 LBS.
2. NOMINAL WEIGHT CONTENTS (FULL): 12,000 LBS.
3. TOTAL VOLUME: 206 CU. FT. - 1,541 GALLONS
4. MAXIMUM ALLOWABLE WORKING PRESSURE OF VESSEL: 350 PSIG @ 200° F
5. MINIMUM DESIGN METAL TEMPERATURE OF VESSEL: -40° F @ 350 PSIG
6. NOTE: VESSEL NOT INTENDED TO BE FILLED WITH LIQUID CO2 COLDER THAN -20° F
7. LIFTING LUGS ARE TO BE USED ONLY WHEN VESSEL IS EMPTY.
8. PRIOR TO STORAGE TANK INSTALLATION AND OPERATION, THOROUGHLY READ AND COMPLY WITH ALL INSTRUCTIONS IN THE INSTALLATION AND SERVICE MANUAL.



WEIGHT: LBS.

UNLESS OTHERWISE SPECIFIED
INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)
DIMENSIONAL TOLERANCES:

| | |
|---|---|
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| ANGULAR ± 1/4° | RADII = 0.01 - 0.03 |
| XX = ± 0.1 | REMOVE ALL BURRS |
| XXX = ± 0.003 | BREAK SHARP |
| XXXX = ± 0.001 | EDGES = 0.01 - 0.03 |

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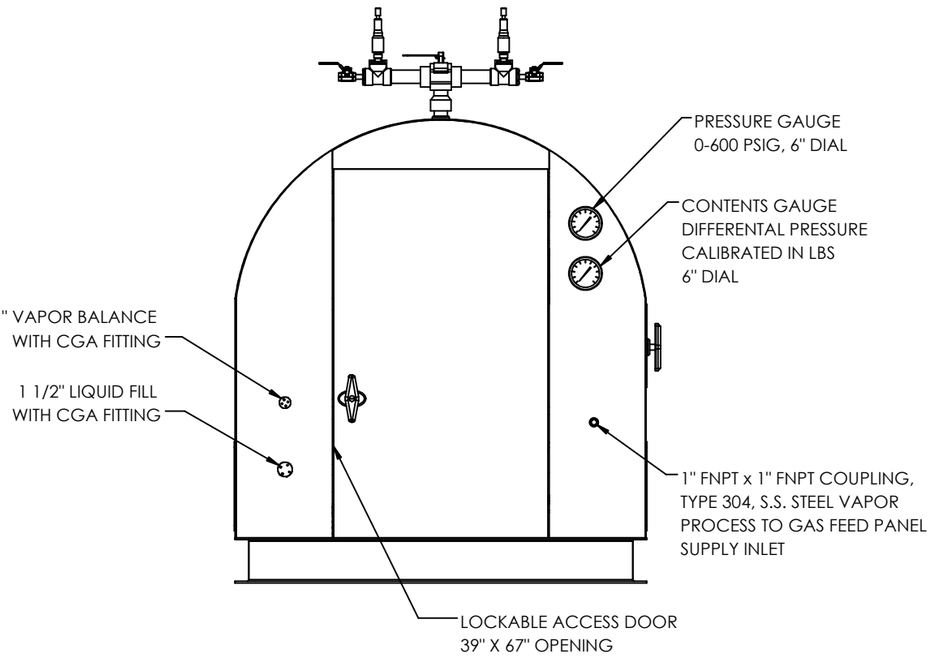
|---|---|
| LEGACY PART NO.: | |
| DRAWN BY: NAGA GOPI | DATE: 02/11/2021 |
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 |

GENERAL NOTES

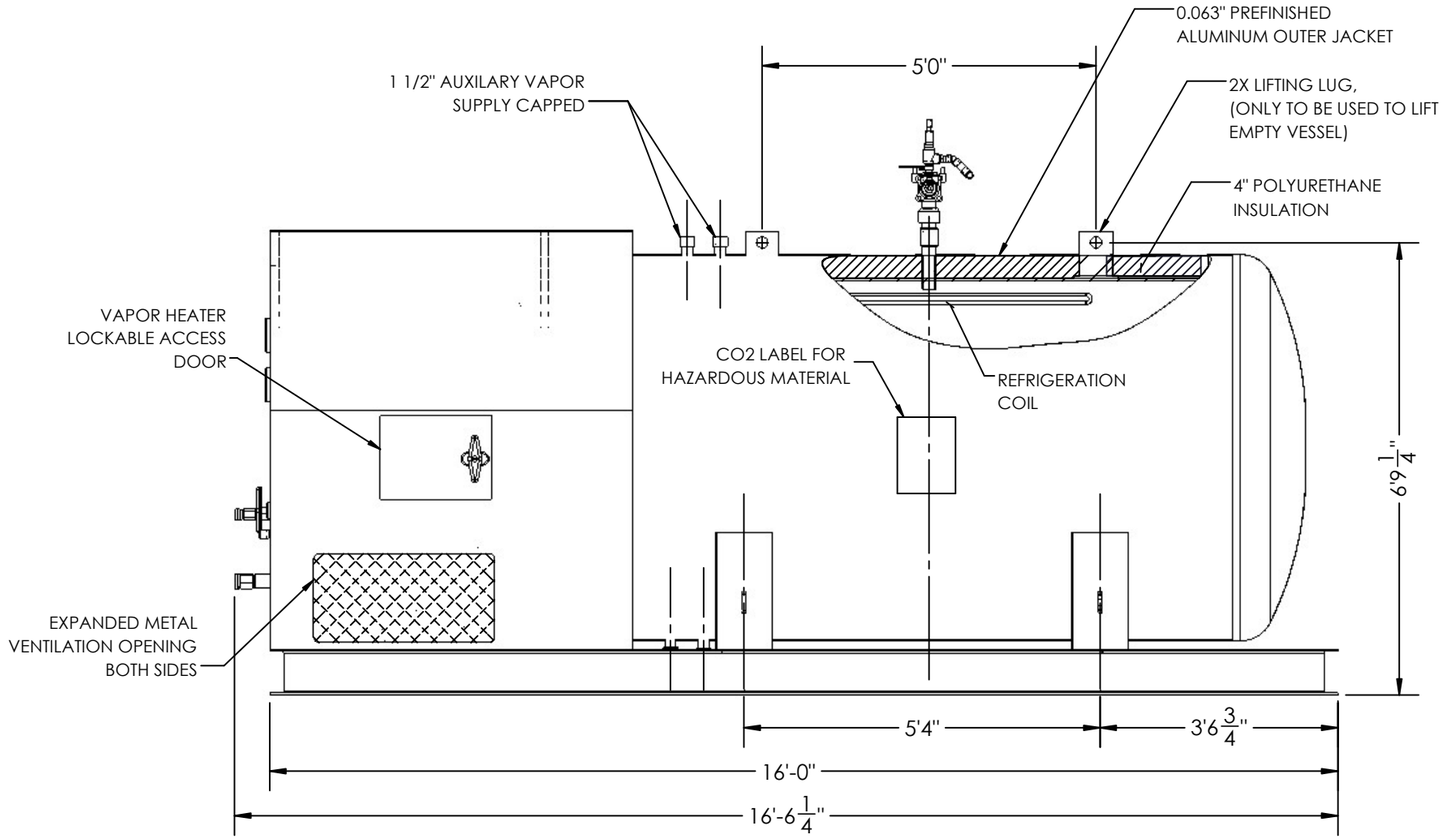
TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

| | | |
|---|---|---|
| DWG. NO.: 2000576 | | REV: -- |
| SIZE: B | SCALE: 1:32 | SHEET: 2 OF 9 |

TITLEBLOCK REVISION: -




## FRONT ELEVATION

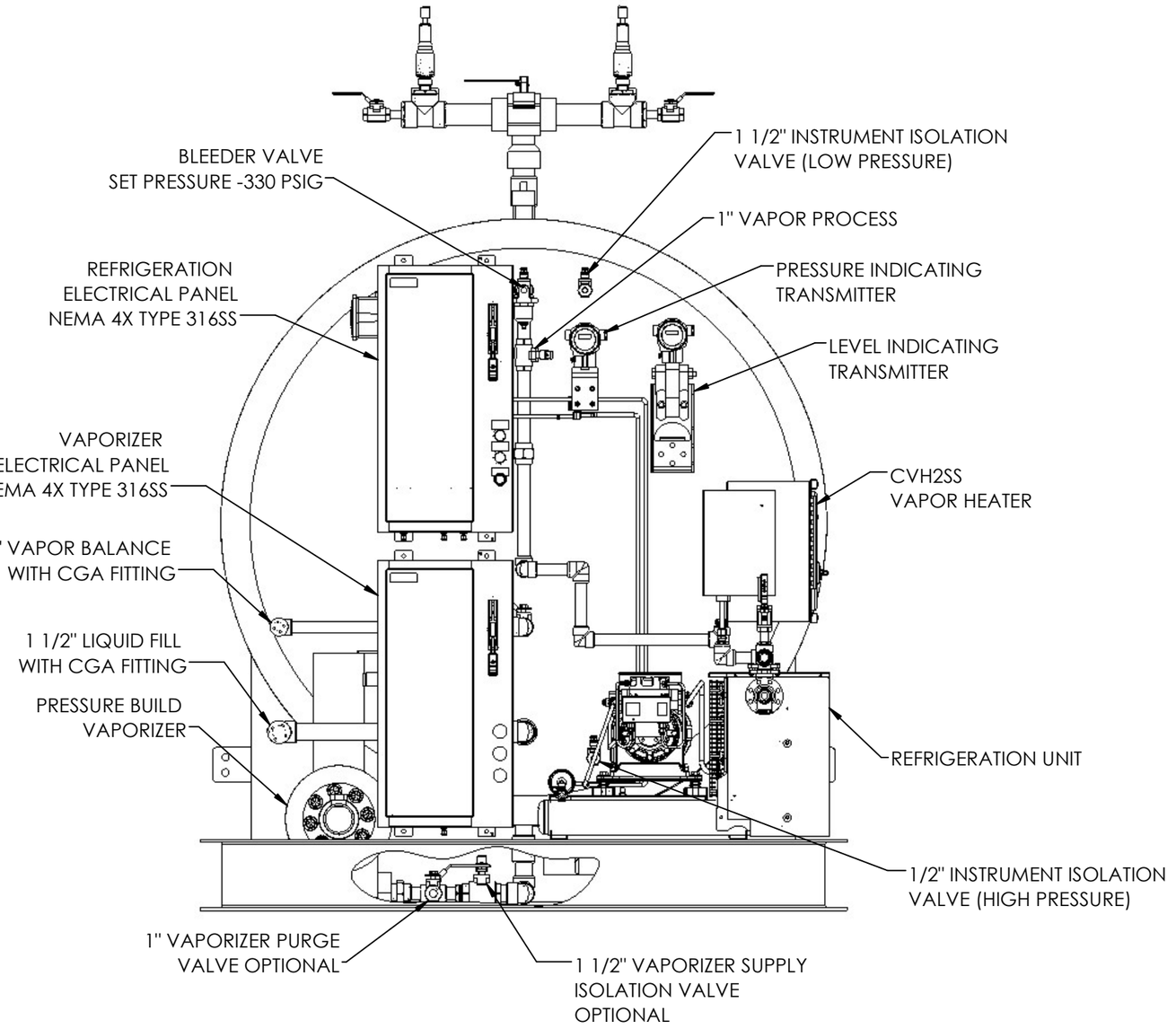



## SIDE ELEVATION

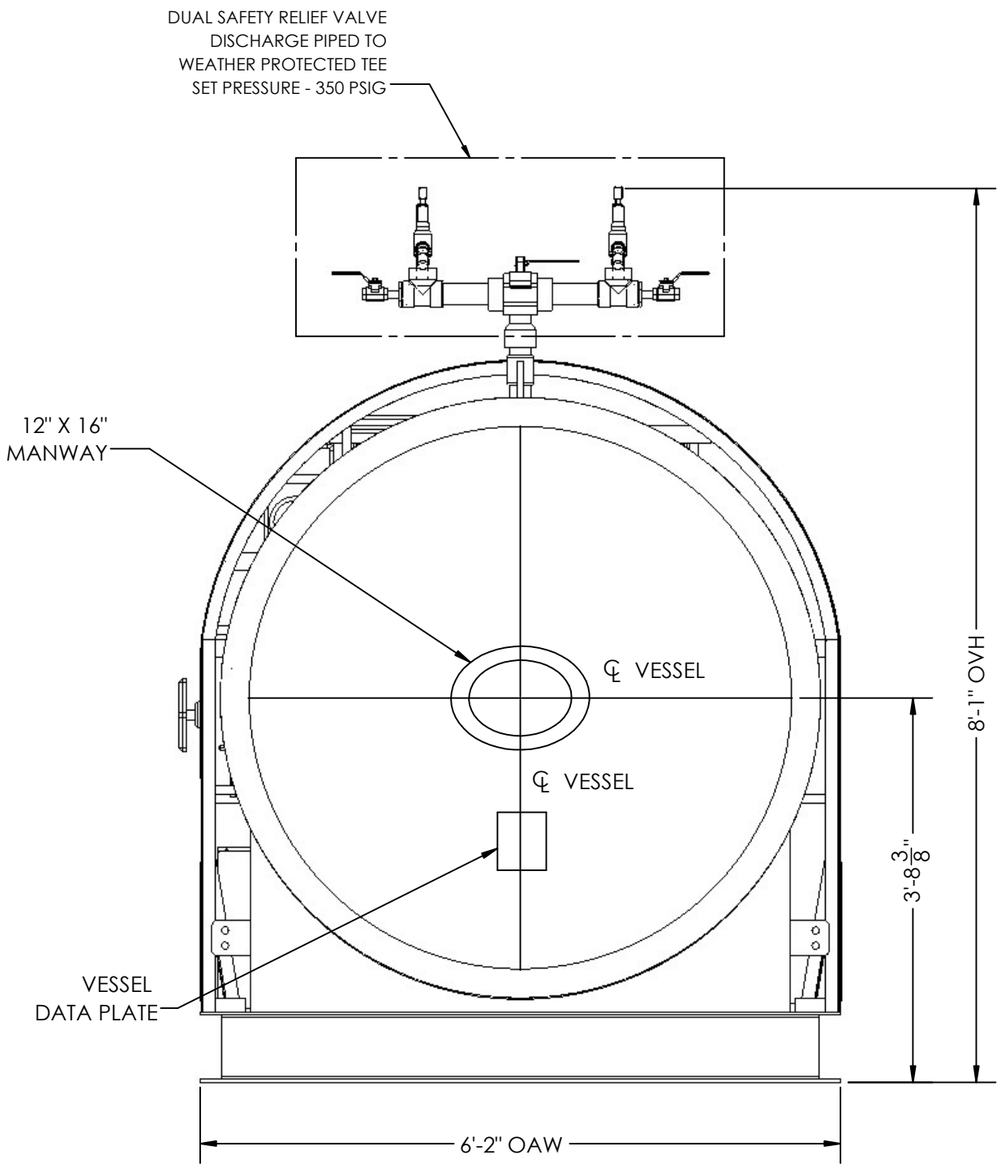
# TANK GENERAL ARRANGEMENT

| | | | |
|---|---|---|---|
| WEIGHT: LBS. | *CONFIDENTIAL - TRADE SECRETS* | LEGACY PART NO.: | TOMCO2 SYSTEMS |
| UNLESS OTHERWISE SPECIFIED<br>INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)<br>DIMENSIONAL TOLERANCES:<br>FRACTIONAL ± 1/64 — FILLETS = 0.01 - 0.03<br>ANGULAR ± 1/4° — RADII = 0.01 - 0.03<br>XX = ± 0.1 — REMOVE ALL BURRS<br>XXX = ± 0.003 — BREAK SHARP<br>XXXX = ± 0.001 — EDGES = 0.01 - 0.03 | THE ORIGINAL OF THIS DRAWING IS THE EXCLUSIVE PROPERTY OF TOMCO2 SYSTEMS. THE ACCEPTANCE OF THIS PRINT CONSTITUTES AN AGREEMENT THAT IT SHOULD BE TREATED AS A STRICTLY CONFIDENTIAL DOCUMENT TO BE USED FOR NO PURPOSE OTHER THAN TO AID IN THE ASSEMBLY OR OPERATION OF UNITS FURNISHED BY TOMCO2 SYSTEMS OR AS EXPRESSLY AUTHORIZED IN WRITING BY TOMCO2 SYSTEMS AND THAT IT IS NOT TO BE COMMUNICATED, DISCLOSED, OR COPIED, EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY TOMCO2 SYSTEMS | DRAWN BY: NAGA GOPI — DATE: 02/11/2021<br>CHECKED BY: CAMILA CANDO — DATE: 02/22/2021<br>APPROVED BY: AL HAMILTON — DATE: 02/22/2021<br>TANK GENERAL ARRANGEMENT | 3340 ROSEBUD ROAD<br>LOGANVILLE, GA 30052<br>DWG. NO.: 2000576 — REV: --<br>SIZE: B — SCALE: 1:32 — SHEET: 3 OF 9 |

TITLEBLOCK REVISION: -




## COMPONENT ARRANGEMENT DETAILS




## REAR VIEW

| | |
|---|---|
| WEIGHT: LBS. | |
| UNLESS OTHERWISE SPECIFIED<br>INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)<br>DIMENSIONAL TOLERANCES: | |
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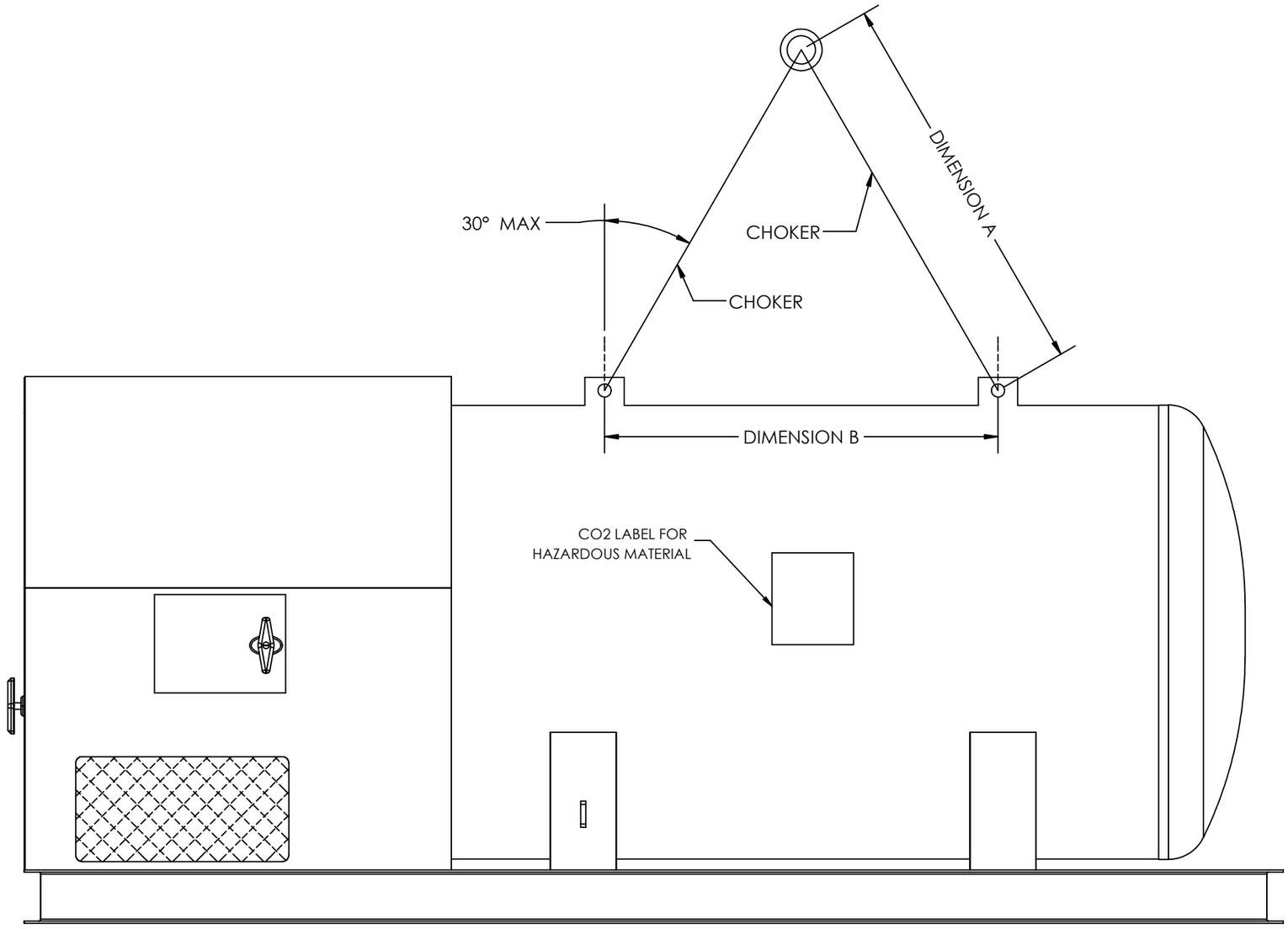
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 | | |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 | | |
| TANK GENERAL ARRANGEMENT | | | |

TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

| | | | |
|---|---|---|---|
| DWG. NO.: 2000576 | | | REV: -- |
| SIZE: B | SCALE: 1:32 | SHEET: 4 OF 9 | |

TITLEBLOCK REVISION: -




## INSTALLATION NOTES:-

1. THE OWNER/INSTALLATION CONTRACTOR IS TO OBTAIN THE SERVICES OF A REGISTERED CIVIL/STRUCTURAL ENGINEER TO PROVIDE A FOUNDATION DESIGN. THE REGISTERED ENGINEER SHALL BE FAMILIAR WITH REGULATORY REQUIREMENTS AT THE INSTALLATION SITE, INCLUDING CONTROLLING BUILDING CODES, SOIL BEARING PRESSURE, SEISMIC OR WIND CRITERIA, EXTREME FROST PENETRATION, FLOODING AND OTHER SPECIFIC DESIGN REQUIREMENTS WHICH APPLY.
2. THE FOUNDATION SHOULD BE PROPORTIONED, TESTED, MIXED, INSTALLED AND CURED IN ACCORDANCE WITH CONTROLLING BUILDING CODES AND ACCEPTED CONCRETE DESIGN/CONSTRUCTION CODES PRIOR TO INSTALLATION.
3. ANCHOR BOLT SIZING & INSTALLATION AS SPECIFIED ON FOUNDATION LOAD DRAWING
4. APPROXIMATE WEIGHT EMPTY: 10,000 LBS.
5. DIMENSION A (MINIMUM LENGTH OF CHOKER TO USE) MUST BE GREATER THAN OR EQUAL TO DIMENSION B (LIFTING LUG CENTER TO LIFTING LUG CENTER DIMENSION)

WEIGHT: LBS.

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DIMENSIONAL TOLERANCES:

| | |
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| XX = ± 0.1 | REMOVE ALL BURRS |
| XXX = ± 0.003 | BREAK SHARP |
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| DRAWN BY: NAGA GOPI | DATE: 02/11/2021 |
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 |

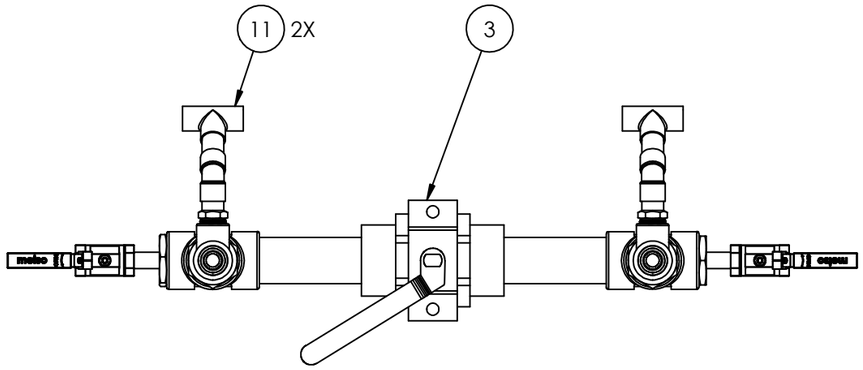
TANK GENERAL ARRANGEMENT

TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

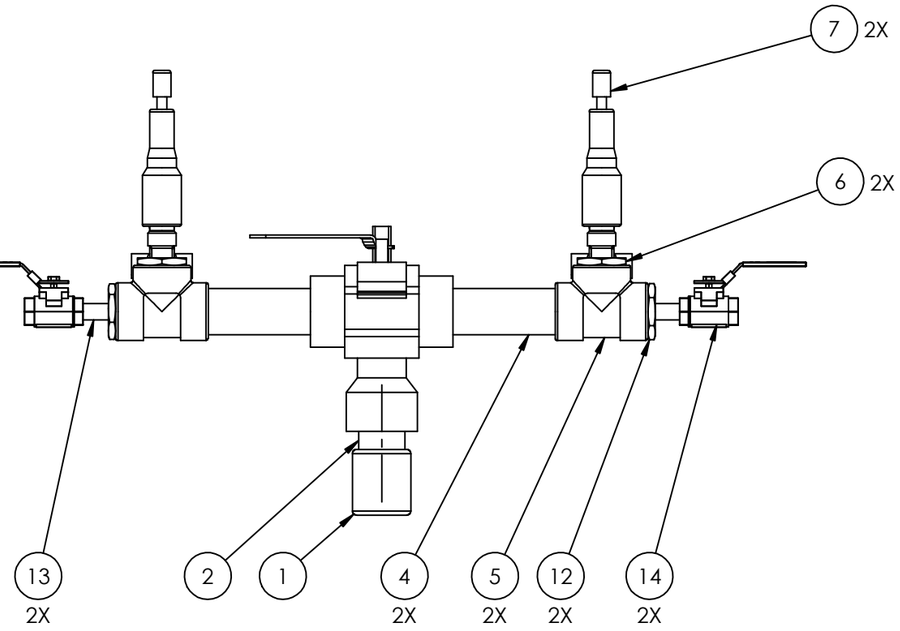
DWG. NO.: 2000576 | REV: --

SIZE: B | SCALE: 1:32 | SHEET: 5 OF 9

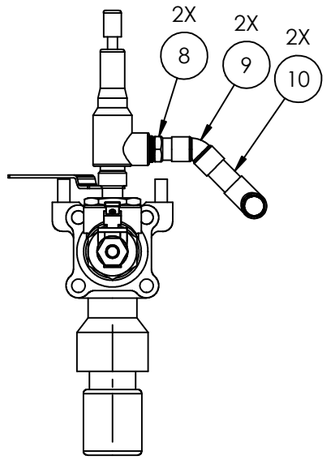
TITLEBLOCK REVISION: -



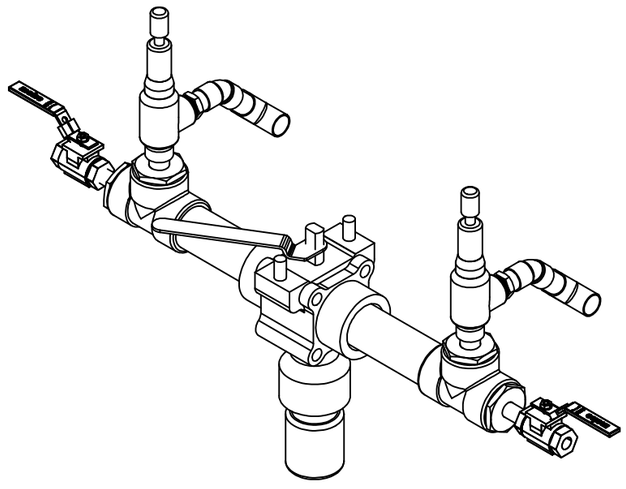

TOP VIEW




**FRONT VIEW**




**SIDE VIEW**



**ISOMETRIC VIEW**

| PARTS LIST | | | |
|---|---|---|---|
| ITEM | PART NUMBER | DESCRIPTION | QTY. |
| 1 | | CLASS 3000 COUPLING, 2.00 IN | 1 |
| 2 | | NIPPLE, CLOSED X 2, SCH80, SA312T304, SMLS, TBE | 1 |
| 3 | | 2" SS WORC. DIVERTER VALVE | 1 |
| 4 | | NIPPLE, 2.00X6, SCH 80, SA312T304,SMLS, TBE | 2 |
| 5 | | CLASS 2000 THREADED TEE, 2.00 IN | 2 |
| 6 | | BUSHING, HX, 2.00 X 0.75, 3000LB, A182F304 | 2 |
| 7 | | SAFETY,3/4", PN 83S1M68-8-CO2-T,350 PSI | 2 |
| 8 | | 1-1/8" SWT X 1" MPT ADAPTER | 2 |
| 9 | | 1-1/8" FTGXC COPPER 45ELL | 2 |
| 10 | | 1-1/8" PIPE 3" LG | 2 |
| 11 | | 1-1/8" COPPER TEE | 2 |
| 12 | | BUSHING, HX, 2.00 X 0.50, 3000LB, A182F304 | 2 |
| 13 | | PIPE, SS, SA312-304/304L, 1/2"-SCH 80 | 2 |
| 14 | | JAMESBURY ELIMINATOR,1/2" 9FB3500XTBTE | 2 |

# 2" OUTLET DUAL SRV STANDARD MODEL C&E (SPRING)

WEIGHT: LBS.

UNLESS OTHERWISE SPECIFIED
INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)
DIMENSIONAL TOLERANCES:

| | |
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| ANGULAR ± 1/4° | RADII = 0.01 - 0.03 |
| XX = ± 0.1 | REMOVE ALL BURRS |
| XXX = ± 0.003 | BREAK SHARP |
| XXXX = ± 0.001 | EDGES = 0.01 - 0.03 |

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LEGACY PART NO.:

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|---|---|
| DRAWN BY: NAGA GOPI | DATE: 02/11/2021 |
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 |

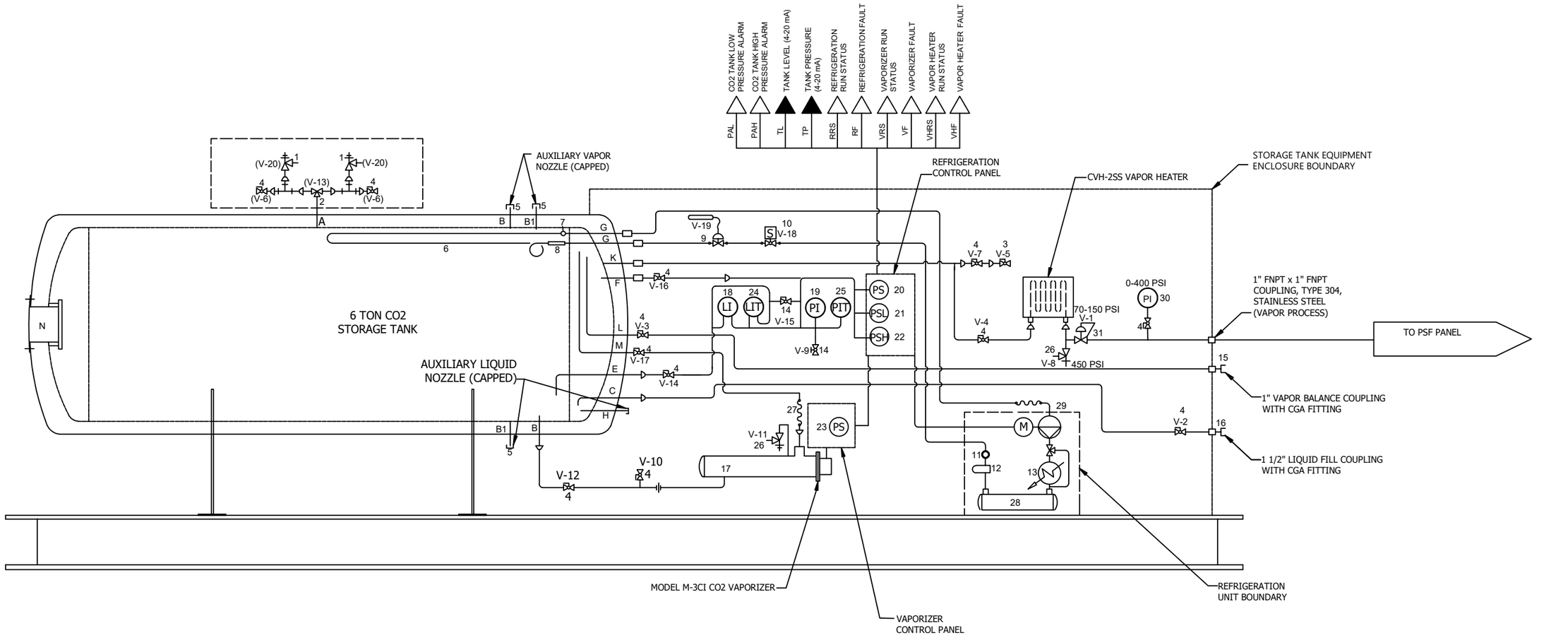
2" OUTLET DUAL SRV STANDARD MODEL C&E (SPRING)

TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

DWG. NO.: 083MC-DSA-SS W/BLOW DOWN | REV: --

SIZE: B | SCALE: 1:8 | SHEET: 8 OF 9

TITLEBLOCK REVISION: -




GENERAL NOTES:

1. ALL PIPING SHALL BE SEAMLESS SCHEDULE 80 PIPE.
2. ALL FORGED STEEL FITTINGS SHALL BE 2000# RATING OR HIGHER

UNLESS OTHERWISE SPECIFIED
INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)

DIMENSIONAL TOLERANCES:

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| LEGACY PART NO.: | |
| DRAWN BY: NAGA GOPI | DATE: 09-Nov-2020 |
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 |

PIPING SCHEMATIC

TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

| | | | |
|---|---|---|---|
| DWG. NO: 63317PS | | | REV: -- |
| SIZE: B | SCALE: NTS | SHEET: 1 OF 2 | |

TITLEBLOCK REVISION: -

| VALVE NO. / SERVICE | | | |
|---|---|---|---|
| V-1 | 1" PRESSURE REGULATOR | V-11 | 1/2" VAPORIZER PRESSURE RELIEF |
| V-2 | 1 1/2" LIQUID FILL | V-12 | 1" VAPORIZER LIQUID ISOLATION |
| V-3 | 1" VAPOR BALANCE | V-13 | 2" VESSEL SAFETY RELIEF DIVERTER VALVE |
| V-4 | 1" VAPOR PROCESS | V-14 | 1/2" INSTRUMENTATION ISOLATION HIGH PRESSURE |
| V-5 | 3/8" PRESSURE BLEED OFF 330 PSIG SET PRESSURE | V-15 | 1/4" INSTRUMENTATION EQUILIZATION |
| V-6 | 1/2" SRV DRAIN VALVES | V-16 | 1/2" INSTRUMENTATION ISOLATION LOW PRESSURE |
| V-7 | 1/2" BLEEDER ISOLATION VALVE | V-17 | 2" VAPORIZER ISOLATION |
| V-8 | 1/2" RELIEF VALVE 450 PSI | V-18 | 3/8" REFRIGERATION SOLENOID |
| V-9 | 1/4" INSTRUMENT BLOW-DOWN VALVE | V-19 | 3/8" REFRIGERATION EXPANSION |
| V-10 | 1" VAPORIZER BLOW-DOWN | V-20 | 3/4" X 1" VESSEL SAFETY RELIEF |

| PENETRATION / NOMINAL SIZE | | | | |
|---|---|---|---|---|
| NOZZLE | QTY | SIZE | NOTES | USE |
| A | 1 | 2" | THD.OUT | SAFETY |
| B | 2 | 1 1/2" | THD. OUT | AUX. LIQUID/VAPOR |
| B1 | 2 | 1 1/2" | THD. OUT | AUX. LIQUID/VAPOR |
| C | 1 | 2" (GRIND FLUSH) | THD. IN/OUT | LIQUID FILL |
| E | 1 | 1/2" | THD. IN/OUT | HP INSTRUMENT |
| F | 1 | 1/2" | THD. OUT | LP INSTRUMENT |
| G | 2 | 1 1/4" | COUPLING OUT | REFRIGERATION |
| H | 1 | 1" | THD. OUT | LIQUID USE |
| K | 1 | 1" | THD. OUT | VAPOR PROCESS |
| L | 1 | 1 1/2" | THD. OUT | VAPOR BALANCE |
| M | 1 | 2" | THD. IN/OUT | VAPOR RETURN |
| N | 1 | 12" X 16" ELLIPTICAL MANWAY | | |

| LEGEND | | | |
|---|---|---|---|
| ITEM NO. | DESCRIPTION | ITEM NO. | DESCRIPTION |
| 1 | MAIN SAFETY RELIEF VALVEANDERSON-GREENWOOD, MODEL 83S1M68-8-SPL | 17 | ELECTRICAL PRESSURE BUILD CO2 VAPORIZER |
| 2 | 2" DIVERTER VALVE | 18 | LIQUID LEVEL GAUGE |
| 3 | BLEEDER VALVE | 19 | PRESSURE GAUGE 6" DIAL, 0 - 600 PSIG RANGE |
| 4 | MANUAL BALL VALVE - DESIGNED FOR CO2 SERVICE WITH STANDARD PORT | 20 | HIGH PRESSURE ALARM SWITCH |
| 5 | PIPE CAP ANSI 3000# | 21 | LOW PRESSURE ALARM SWITCH |
| 6 | COPPER REFRIGERATION COIL TYPE L (ARC) | 22 | REFRIGERATION PRESSURE SWITCH |
| 7 | REFRIGERATION MANIFOLD | 23 | VAPORIZER PRESSURE SWITCH |
| 8 | REFRIGERATION COIL DISTRIBUTOR | 24 | LEVEL INDICATING TRANSMITTER |
| 9 | EXPANSION VALVE | 25 | PRESSURE INDICATING TRANSMITTER |
| 10 | SOLENOID VALVE | 26 | SAFETY RELIEF VALVE 450 PSI |
| 11 | SIGHT GLASS | 27 | FLEX CONNECTOR |
| 12 | FILTER DRIER | 28 | REFRIGERATION UNIT: Copeland model NO. CJAL-0100-TAD-160 1HP,460V, 60 CYCLE,3Ph |
| 13 | CONDENSING UNIT | 29 | PACKLESS VIBRATION ABSORBER |
| 14 | DIAPHRAGM VALVE | 30 | PRESSURE GAUGE 0-400 PSI |
| 15 | 1" CGA COUPLING | 31 | PRESSURE REGULATOR |
| 16 | 1 1/2" CGA COUPLING | | |

TANK GENERAL NOTES:

1. REFER TO THE PROJECT DRAWINGS AND SPECIFICATIONS FOR COMPLETE PIPING AND EQUIPMENT INSTALLATION REQUIREMENTS. THIS DRAWING SHOWS ONLY THE RELATIONSHIP BETWEEN VARIOUS PIECES OF TOMCO2 SUPPLIED EQUIPMENT, AND INDICATES CERTAIN SYSTEM REQUIREMENTS, WHICH MAY NOT BE REFLECTED BY THE PROJECT DRAWINGS.
2. THE LIQUID CARBON DIOXIDE STORAGE TANK MODEL 675CA AND RELATED EQUIPMENT SHALL INCLUDE A PRESSURE VESSEL DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH SECTION VIII OF THE ASME "CODE FOR UNFIRED PRESSURE VESSELS".
3. THE INNER PRESSURE VESSEL OF THE STORAGE TANK SHALL BE FABRICATED FROM ASME SA612, CARBON STEEL PLATE.
4. UNLESS OTHERWISE NOTED, ALL NOZZLES WHICH PENETRATE THE INNER PRESSURE VESSEL SHELL FOR PIPING CONNECTIONS SHALL BE SEAMLESS SCHEDULE 80 STAINLESS STEEL TYPE 304 PIPE .
5. UNLESS OTHERWISE NOTED, ALL PIPING BETWEEN MAJOR COMPONENTS/ASSEMBLIES SHALL BE SEAMLESS SCHEDULE 80 STAINLESS STEEL PIPE TYPE 304 .
6. SCREWED AND SOCKET WELD PIPE FITTINGS IN THE PIPING BETWEEN MAJOR COMPONENTS/ASSEMBLIES SHALL BE STAINLESS STEEL TYPE 304, 2000 LB (MINIMUM).
7. BUTT-WELDED FITTINGS IN THE PIPING BETWEEN MAJOR COMPONENTS ASSEMBLIES SHALL BE SCHEDULE 80, STAINLESS STEEL TYPE 304.
8. TOMCO2 SUPPLIED EQUIPMENT SHALL BE TAGGED WITH IDENTIFICATION NUMBERS CORRESPONDING TO THOSE FOUND ON THIS DRAWING, OR AS DIRECTED BY THE PROJECT DRAWINGS AND/OR SPECIFICATIONS.

WEIGHT: LBS.

UNLESS OTHERWISE SPECIFIED
INTERPRET DIMENSIONS AND TOLERANCE PER ASME Y14.5-2004 DIMENSIONS ARE IN INCHES (MM)
DIMENSIONAL TOLERANCES:

FRACTIONAL ± 1/64 — FILLETS = 0.01 - 0.03
ANGULAR ± 1/4° — RADII = 0.01 - 0.03
XX = ± 0.1 — REMOVE ALL BURRS
XXX = ± 0.003 — BREAK SHARP
XXXX = ± 0.001 — EDGES = 0.01 - 0.03

*CONFIDENTIAL - TRADE SECRETS*
THE ORIGINAL OF THIS DRAWING IS THE EXCLUSIVE PROPERTY OF TOMCO2 SYSTEMS. THE ACCEPTANCE OF THIS PRINT CONSTITUTES AN AGREEMENT THAT IT SHOULD BE TREATED AS A STRICTLY CONFIDENTIAL DOCUMENT TO BE USED FOR NO PURPOSE OTHER THAN TO AID IN THE ASSEMBLY OR OPERATION OF UNITS FURNISHED BY TOMCO2 SYSTEMS OR AS EXPRESSLY AUTHORIZED IN WRITING BY TOMCO2 SYSTEMS AND THAT IT IS NOT TO BE COMMUNICATED, DISCLOSED, OR COPIED, EXCEPT AS EXPRESSLY AUTHORIZED IN WRITING BY TOMCO2 SYSTEMS

LEGACY PART NO.:

| | |
|---|---|
| DRAWN BY: NAGA GOPI | DATE: 09-Nov-2020 |
| CHECKED BY: CAMILA CANDO | DATE: 02/22/2021 |
| APPROVED BY: AL HAMILTON | DATE: 02/22/2021 |

PIPING SCHEMATIC

TOMCO2 SYSTEMS
3340 ROSEBUD ROAD
LOGANVILLE, GA 30052

DWG. NO: 63317PS
REV: --
SIZE: B
SCALE: NTS
SHEET: 2 OF 2

TITLEBLOCK REVISION -

**MEETING DATE: 2/18/2026**

# AGENDA ITEM SUMMARY

**Subject: Res 20-26 Urban Revite Program Application- 419 Meadow Lane**

## Background Summary:

Gerald and Rosemary Meyer have submitted an Urban Revitalization Application for property located at 419 Meadow Lane.

The application is for new single-family residential construction, completed August 5, 2025, with a reported project valuation of $525,000.

The applicants have requested the Residential 100% tax exemption for 10 years. Under the City's Urban Revitalization Plan, all real property within the corporate limits is included in the Revitalization Area, and new single-family residential construction is eligible for a 100% exemption of the actual value added for 10 years.

The application was signed and submitted by the deadline of February 2, 2026. (February 1, 2026 fell on a Sunday, so the filing deadline was properly extended to the next business day, making the application timely.)

The property is not in an active TIF District, since Park Avenue expired at the end of FY24.

If approved, the exemption will apply only to the actual value added by the improvements, as determined by the Floyd County Assessor, and will not apply to land value.

## Recommendation:

Staff is recommending approval of Resolution 20-26 granting a 100% residential tax exemption for 10 years.

City of Charles City

# URBAN REVITALIZATION PROGRAM

***APPLICATION FOR PROPERTY TAX EXEMPTION***

***Due before 5:00 p.m. February 2nd***

***for improvements made in previous calendar year***

Address of Property: 419 Meadow Lane Charles City IA. 50616

Name of Property Owner: Gerald J and Rosemary M Meyer

Mailing Address (if different):

Home/Work: Cell: 641-228-0183 Email: jjrrmeyer@gmail.com

## URBAN REVITALIZATION AREAS:

☐ Charles City Urban Revitalization Area

## BUILDING DESCRIPTION:

☑ Single Family ☐ Duplex ☐ Multi-family Number of Units Commercial ☐

Describe use of each unit (ex. Residential apartment, business/commercial space).

Did the use of the building change after the completion of the improvements?

Yes ☐ No ☐ If yes, what is the new use? _____

**10 Year Exemption:** ☒ Residential - 100% - 10 Years,

**3 Year Exemption:** ☐ Commercial - 100% - 3 Years, Graduated Scale - 10 years

## DESCRIPTION OF IMPROVEMENTS MADE IN THE PREVIOUS CALENDAR YEAR:

Describe the improvements made to the property and their actual costs. Attach an additional page if needed.

Built New Home

Project Start Date: 12-30-2024 Date of Completion: 8-5-2025

## PERMITS/LICENSES:

Were the following permits/licenses obtained from the City, if applicable? (Check those that apply)

☑ Building ☑ Plumbing ☑ Mechanical ☑ Electrical

City of Charles City Permit #: — Project Valuation on Permit ($): 525000

List of other permits required by state law or the City of Charles City: —

## BUILDING TENANTS:

Please attach a list of the names and mailing addresses of tenants occupying the building as of the designation date for your district. Attach an additional page if needed. (See above)

—

## *LEGAL DISCLAIMER:*

The Urban Revitalization tax exemption program is authorized under Iowa Code Chapter 404 and is administered in accordance with state law and applicable local ordinances and resolutions. Submission of this application does not constitute approval, entitlement, or guarantee of a tax exemption.

Eligibility for an Urban Revitalization exemption is contingent upon full compliance with all statutory requirements, local program criteria, filing deadlines, and administrative procedures in effect at the time of application and throughout the exemption period.

Pursuant to Iowa Code **§404.3C**, all commercial properties approved for an Urban Revitalization exemption are required to enter into a minimum assessment agreement with the assessing authority. Failure to execute or maintain such an agreement may result in denial, reduction, or termination of the exemption. https://www.legis.iowa.gov/docs/code/404.3C.pdf

In accordance with Iowa Code **§404.5**, all improvements for which an exemption is requested are subject to physical inspection and review by the county assessor or the assessor's authorized representative. The assessor retains sole authority to determine the nature, extent, completion date, and assessed value of qualifying improvements. https://www.legis.iowa.gov/docs/code/404.5.pdf

Applicants are further advised that, under Iowa Code **§404.3D**, the Urban Revitalization exemption does not apply to property tax levies imposed by a school district. All applicable school district levies shall remain fully taxable for the duration of the exemption period. https://www.legis.iowa.gov/docs/code/404.3C.pdf

The exemption applies only to the qualifying value of improvements as determined by the assessor and does not exempt land value or non-qualifying improvements. The exemption may be reduced or revoked if the property no longer meets statutory or local eligibility requirements, if required agreements are breached, or if information provided in this application is determined to be inaccurate or incomplete.

By submitting this application, the property owner certifies that all information provided is true and correct to the best of their knowledge and acknowledges that misrepresentation or omission of material facts may result in denial or revocation of the exemption. The applicant further agrees to comply with all applicable provisions of Iowa Code Chapter 404, local ordinances, and administrative rules governing the Urban Revitalization Program.

***SIGNATURE:*** Gerald J. McCarthy Rosemary M McCarthy ***DATE:*** Feb 2 2026

**Return completed application by February 2, 2026 to:**

Charles City City Hall
900 Clark Street
Charles City, IA 50616
641.257.6300

For Internal Use Only
Date Received:
Received by:

Building Permit Numbers for Urban Revitalization Program 2025

Building Permit # B24-246

Plumbing Permit # B25-20

Mechanical Permit # M25-20

Electrical Permit# 24-17336

## Steege Construction

Meyer - Gerald & Rosemary

Detailed Invoice

| Line Item | Estimate Total | Total Change Orders | Revised Total | Invoice #1 1/31/2025 | Invoice #2 2/28/2025 | Invoice #3 3/31/2025 | Invoice #4 4/30/2025 | Invoice #5 5/31/2025 | Invoice #6 6/30/2025 | Invoice #7 7/25/2025 | Invoice #8 9/15/2025 | Total Billed | Over / Under |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Excavating | $2,555 | $0 | $2,555 | $2,555 | | | | | | | | $2,555 | $0 |
| Garage Fill | $11,490 | $0 | $11,490 | $11,490 | | | | | | | | $11,490 | $0 |
| Foundation Rock | $0 | $0 | $0 | | | | | | | | | $0 | $0 |
| Grading & Shaping | $2,945 | $1,670 | $4,615 | $2,380 | | | | | $2,235 | | | $4,615 | $0 |
| Private Drive | $2,220 | $0 | $2,220 | | | | | | $2,220 | | | $2,220 | $0 |
| Electrical Service Connection | $0 | $0 | $0 | | | | | | | | | $0 | $0 |
| Water & Sewer Connection | $5,000 | $0 | $5,000 | | | | $5,000 | | | | | $5,000 | $0 |
| Walls & Footings | $40,100 | $0 | $40,100 | $40,100 | | | | | | | | $40,100 | $0 |
| Flatwork | $44,250 | $9,420 | $53,670 | | $31,290 | | | | $22,380 | | | $53,670 | $0 |
| Framing Material | $43,895 | $0 | $43,895 | $20,000 | $21,725 | $2,170 | | | | | | $43,895 | $0 |
| Roofing Material | $11,950 | $0 | $11,950 | $5,500 | $6,450 | | | | | | | $11,950 | $0 |
| Framing Labor | $23,315 | $0 | $23,315 | | | $23,315 | | | | | | $23,315 | $0 |
| Roofing Labor | $4,910 | $0 | $4,910 | | | $4,910 | | | | | | $4,910 | $0 |
| Windows | $21,045 | $20,465 | $41,510 | $41,510 | | | | | | | | $41,510 | $0 |
| Deck Labor | $3,780 | -$3,780 | $0 | | | | | | | | | $0 | $0 |
| Screen Materials | $7,770 | -$7,770 | $0 | | | | | | | | | $0 | $0 |
| Exterior Material | $20,735 | $0 | $20,735 | | $19,210 | | | $1,525 | | | | $20,735 | $0 |
| Exterior Labor | $8,255 | $0 | $8,255 | | | $8,255 | | | | | | $8,255 | $0 |
| Exterior Stone | $4,665 | $0 | $4,665 | | | | | | | $4,665 | | $4,665 | $0 |
| Exterior Doors | $7,215 | $4,695 | $11,910 | $3,620 | | | $7,610 | $680 | | | | $11,910 | $0 |
| Overhead Garage Doors | $6,715 | $2,215 | $8,930 | | | $8,930 | | | | | | $8,930 | $0 |
| Electrical | $24,860 | $4,710 | $29,570 | $3,000 | | $12,500 | $6,680 | | $5,250 | $2,140 | | $29,570 | $0 |
| Light Fixtures | $2,220 | -$1,820 | $400 | | | | | $400 | | | | $400 | $0 |
| Plumbing | $17,560 | $0 | $17,560 | $5,000 | | $5,340 | | | | $7,220 | | $17,560 | $0 |
| Plumbing Fixtures | $14,585 | $1,250 | $15,835 | | | $15,835 | | | | | | $15,835 | $0 |
| Shower Door | $0 | $4,900 | $4,900 | | | | | | | $4,900 | | $4,900 | $0 |
| HVAC | $30,680 | $2,055 | $32,735 | | | $18,610 | | | $11,300 | $2,825 | | $32,735 | $0 |
| In-Floor Heat | $22,785 | $0 | $22,785 | $11,650 | | | | $11,135 | | | | $22,785 | $0 |
| Fireplace Unit & Installation | $5,455 | $0 | $5,455 | | $3,790 | | | | $1,665 | | | $5,455 | $0 |
| Fireplace Surround | $4,705 | $0 | $4,705 | | | | | | $1,820 | $2,885 | | $4,705 | $0 |
| Insulation - Main Level Exterior Wall | $4,455 | $170 | $4,625 | | | | $4,625 | | | | | $4,625 | $0 |
| Insulation - House Attic | $6,125 | $335 | $6,460 | | | | $6,460 | | | | | $6,460 | $0 |
| Insulation - Vault | $1,255 | $0 | $1,255 | | | | $1,255 | | | | | $1,255 | $0 |
| Insulation - House Interior Walls | $855 | $0 | $855 | | | | $855 | | | | | $855 | $0 |
| Insulation - Garage Exterior Wall | $2,160 | $0 | $2,160 | | | | $2,160 | | | | | $2,160 | $0 |
| Insulation - Garage Attic | $2,120 | $0 | $2,120 | | | | $2,120 | | | | | $2,120 | $0 |
| Insulation - House / Attic Seal | $3,275 | $0 | $3,275 | | | | $3,275 | | | | | $3,275 | $0 |
| Drywall Contracted Material & Labor | $13,110 | $890 | $14,000 | | | | $10,430 | $3,570 | | | | $14,000 | $0 |
| Drywall Material | $6,385 | $390 | $6,775 | | | | $6,775 | | | | | $6,775 | $0 |
| Painting & Finishing | $16,440 | $4,410 | $20,850 | | | | | $12,340 | $7,280 | $1,230 | | $20,850 | $0 |
| Cabinets | $16,610 | $10,140 | $26,750 | | | | $26,750 | | | | | $26,750 | $0 |
| Countertops | $15,580 | -$5,250 | $10,330 | | | | $5,210 | | | $5,120 | | $10,330 | $0 |
| Cabinet & Countertop Misc | $2,855 | $0 | $2,855 | | | | | $2,000 | | $855 | | $2,855 | $0 |
| Interior Trim | $4,830 | $1,025 | $5,855 | | | | $4,830 | $425 | | | $600 | $5,855 | $0 |
| Interior Doors | $8,715 | $0 | $8,715 | | | | $8,715 | | | | | $8,715 | $0 |
| Closet Shelving | $8,335 | $0 | $8,335 | | | | | | $8,335 | | | $8,335 | $0 |
| Finish Labor | $17,945 | $0 | $17,945 | | | | | | $15,320 | $2,625 | | $17,945 | $0 |
| Flooring & Tile - LVT | $14,380 | $2,250 | $16,630 | | | | $10,980 | | | $5,650 | | $16,630 | $0 |
| Flooring & Tile - Tile | $0 | $1,520 | $1,520 | | | | | | | | $1,520 | $1,520 | $0 |
| Flooring & Tile - Backsplash | $1,785 | $0 | $1,785 | | | | | $800 | | $985 | | $1,785 | $0 |
| Contractor Overhead | $7,970 | $860 | $8,830 | $2,525 | $1,290 | $525 | $785 | $1,210 | $1,640 | $655 | | $8,830 | $0 |
| Total | $550,845 | $54,750 | $605,595 | $149,330 | $83,755 | $100,390 | $114,515 | $34,085 | $79,645 | $41,755 | $2,120 | $605,595 | $0 |
| | | | Down Payment | -$50,000 | Paid in Full | Paid in Full | Paid in Full | Paid in Full | Paid in Full | Paid in Full | Paid in Full | | |
| | | | | $99,330 | | | | | | | | | |
| | | | | Paid in Full | | | | | | | | | |

**RESOLUTION NO. 20-26**

***RESOLUTION APPROVING AN URBAN REVITALIZATION APPLICATION FOR TAX EXEMPTION FOR PROPERTY LOCATED AT 419 MEADOW LANE, CHARLES CITY, IA***

WHEREAS, the City Council of the City of Charles City, IA, has adopted an Urban Revitalization Plan pursuant to Chapter 404 of the Code of Iowa; and

WHEREAS, the Plan provides for tax exemption for the actual value added to qualified real estate by improvements located within the designated Urban Revitalization Area; and

WHEREAS, Gerald J. Meyer and Rosemary M. Meyer have filed an application for tax exemption under said Plan for property located at 419 Meadow Lane, Charles City, IA 50616; and

WHEREAS, the property is identified as a Single-Family residential dwelling, and the improvements consist of construction of a new home completed August 5, 2025, with a project valuation of $525,000 as indicated on the building permit; and

WHEREAS, the application was signed and submitted on February 2, 2026, within the time required by the plan; and

WHEREAS, the City Council finds that the application complies with the requirements of the adopted Urban Revitalization Plan and Chapter 404 of the Code of Iowa.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, that:

1. The Urban Revitalization Application for Tax Exemption submitted by Gerald J. Meyer and Rosemary M. Meyer for property located at 419 Meadow Lane, Charles City, IA, is hereby approved.
2. The property shall receive a Residential Tax Exemption of 100% of the actual value added by the improvements for a period of ten (10) years, in accordance with the City's adopted Urban Revitalization Plan.
3. The exemption shall apply only to the actual value added by the improvements as determined by the Floyd County Assessor and shall not apply to the land value.
4. The City Clerk is hereby directed to forward a certified copy of this Resolution to the Floyd County Assessor.
5. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

COUNCIL MEMBER  moved the adoption of the foregoing Resolution;

COUNCIL MEMBER  seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of _____, 2026.

_____
Dean Andrews, Mayor

Attest:

_____
Brittney Lentz, City Clerk

**MEETING DATE: 02/18/2026**

# AGENDA ITEM SUMMARY

**Subject: Consider Resolution No. 21-26 approving Payment Request No. 12 to Kingland Construction – City Hall/Police Department Renovation Project.**

**Recommendation: Approve Resolution No. 21-26**

## Background Summary:

We have received Payment Request No. 12 from Kingland Construction for work completed on the City Hall/Police Department Renovation project. Payment Request No. 12 is in the amount of $267,685.52. Including this payment, a total of $2,287,866.93 has been paid to Kingland Construction.

Additional information and an update on the project's progress will be provided at Wednesday's City Council meeting.

.

We recommend approval of Resolution 21-26 for Payment Request No. 12 for the City Hall Police Department Renovation Project.

CITY OF CHARLES CITY

# APPLICATION AND CERTIFICATION FOR PAYMENT

| | | | | | |
|---|---|---|---|---|---|
| CUSTOMER: | City of Charles City<br>900 Clark St<br>Charles City, IA 50616 | PROJECT: | City Hall& PD Renovation<br>900 Clark St<br>Charles City, IA 50616 | APPLICATION NO: | X 12 |
| | | | | PERIOD TO: | 1/31/2026 |
| CONTRACTOR: | Kingland Construction Services<br>3216 HWY 69 S<br>Forest City, IA 50436 | VIA ARCHITECT: | Dana Thomas, Bergland + Cram<br>115 Delaware Ave<br>Mason City, IA 50401 | PROJECT NO: | 24006 |
| CONTRACT FOR: | City Hall & Police Dept<br>Renvoation | | | CONTRACT DATE: | 12/16/2024 |

Distribution Via Email:
- □ OWNER
- □ ARCHITECT
- □ CONTRACTOR
- □ CM AGENT
- □

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet Page 2, is attached.

| | | | |
|---|---|---|---|
| 1. | ORIGINAL CONTACT SUM | | $ 4,734,000.00 |
| 2. | Net change by Change Orders | | 167,803.93 |
| 3. | CONTRACT SUM TO DATE (Line 1±2) | | 4,901,803.93 |
| 4. | TOTAL COMPLETED & STORED TO DATE (Column G on G703) | | 3,277,133.31 |
| 5. | RETAINAGE: | | |
| | a. 5% 163,856.69on Completed Work (Column D + E on G703) | $ 155,662.94 | |
| | b. On Stored Material | 8,193.75 | |
| | Total Retainage (Line 5a + 5b or (Column F on G703) | | |
| | Total in Column I of G703) | | 163,856.69 |
| 6. | TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) | | 3,113,276.62 |
| 7. | LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | | 2,845,591.10 |
| 8. | CURRENT PAYMENT DUE | | 267,685.52 |
| 9. | BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) | | 1,788,527.31 |

| Change Order Summary | Additions | Deductions |
|---|---|---|
| Total Changes approved in previous months by Owner: | 140,131.96 | 7,738.45 |
| Total approved this Month | 41,106.42 | 5,696.00 |
| NET CHANGES by Change Order | $ 167,803.93 | |

The undersigned Contractor certifies that to the best of the Contractor's Knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: 1/26/2026

State of: IA County of: Hancock
Subscribed and sworn to before me this 26th day of January 2026
Notary Public: Jamie Gasteiger
My Commission Expires: 12/18/2027

JAMIE GASTEIGER
Notarial Seal - Iowa
Commission Number 861265
My Commission Exp. 12/18/27

## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified $ 267,685.52

*(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)*

ARCHITECT:

BY: Dana Thomas Date: 02.05.2026

This certificate is not negotiable. The Amount Certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Application and Certification for Payment
containing contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 13
Application Date: 1/22/2026
Period To: 1/31/2026
Project No: 24006

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not in D or E) | Total Completed and Stored to Date (D+E+F) | % (G / C) | Balance To Finish (C – G) | Retainage |
| | | | Previous Application | This Period | | | | | |
| **General Requirements** | | | | | | | | | |
| 01.0010 | General Conditions | 285,659.81 | 208,145.72 | 15,160.63 | 0.00 | 223,306.35 | 78 | 62,353.46 | 11,165.32 |
| 01.01600 | Performance & Payment Bond | 36,173.93 | 36,173.93 | 0.00 | 0.00 | 36,173.93 | 100 | 0.00 | 1,808.70 |
| 01.01650 | Builders Risk/Add. Insurance | 5,404.81 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 5,404.81 | 0.00 |
| 01.01700 | Procore | 8,800.00 | 8,800.00 | 0.00 | 0.00 | 8,800.00 | 100 | 0.00 | 440.00 |
| 01.01800 | Signage Allowances | 45,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 45,000.00 | 0.00 |
| 01.01801 | Ext. Landscape & Planting Allo | 50,000.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 50,000.00 | 0.00 |
| | | 431,038.55 | 253,119.65 | 15,160.63 | 0.00 | 268,280.28 | 62 | 162,758.27 | 13,414.02 |
| **Existing Conditions** | | | | | | | | | |
| 02.02000 | Demolition | 176,157.27 | 176,157.27 | 0.00 | 0.00 | 176,157.27 | 100 | 0.00 | 8,807.87 |
| | | 176,157.27 | 176,157.27 | 0.00 | 0.00 | 176,157.27 | 100 | 0.00 | 8,807.87 |
| **Concrete** | | | | | | | | | |
| 03.30000 | Concrete | 420,491.29 | 301,360.98 | 0.00 | 0.00 | 301,360.98 | 72 | 119,130.31 | 15,068.05 |
| | | 420,491.29 | 301,360.98 | 0.00 | 0.00 | 301,360.98 | 72 | 119,130.31 | 15,068.05 |
| **Masonry** | | | | | | | | | |
| 04.04000 | Masonry | 369,981.23 | 208,642.19 | 82,774.88 | 0.00 | 291,417.07 | 79 | 78,564.16 | 14,570.85 |
| | | 369,981.23 | 208,642.19 | 82,774.88 | 0.00 | 291,417.07 | 79 | 78,564.16 | 14,570.85 |
| **Metal** | | | | | | | | | |
| 05.05000 | Steel Supplier | 99,491.84 | 94,084.46 | 0.00 | 0.00 | 94,084.46 | 95 | 5,407.38 | 4,704.22 |
| 05.05120 | Structural steel | 18,579.72 | 18,579.72 | 0.00 | 0.00 | 18,579.72 | 100 | 0.00 | 928.99 |
| 05.05130 | Loose bearing angles | 1,248.30 | 1,119.34 | 128.96 | 0.00 | 1,248.30 | 100 | 0.00 | 62.42 |
| 05.05300 | Metal Deck | 922.71 | 922.71 | 0.00 | 0.00 | 922.71 | 100 | 0.00 | 46.14 |
| 05.05500 | Metal fabrications | 2,015.89 | 1,682.80 | 0.00 | 0.00 | 1,682.80 | 83 | 333.09 | 84.14 |
| 05.05900 | Ornamental Handrail Vendor | 62,425.62 | 41,473.08 | 0.00 | 0.00 | 41,473.08 | 66 | 20,952.54 | 2,073.65 |
| 05.05901 | Cable Rail Install | 7,584.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 7,584.04 | 0.00 |
| | | 192,268.12 | 157,862.11 | 128.96 | 0.00 | 157,991.07 | 82 | 34,277.05 | 7,899.56 |

Application and Certification for Payment
containing contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 13
Application Date: 1/22/2026
Period To: 1/31/2026
Project No: 24006

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not in D or E) | Total Completed and Stored to Date (D+E+F) | % (G / C) | Balance To Finish (C – G) | Retainage |
| | | | Previous Application | This Period | | | | | |
| **Wood , Plastic and Composites** | | | | | | | | | |
| 06.60000 | Rough Carpentry | 9,439.78 | 7,520.49 | 0.00 | 0.00 | 7,520.49 | 80 | 1,919.29 | 376.02 |
| 06.61000 | Casework | 72,228.03 | 6,155.33 | 0.00 | 12,978.08 | 19,133.41 | 26 | 53,094.62 | 956.67 |
| | | 81,667.81 | 13,675.82 | 0.00 | 12,978.08 | 26,653.90 | 33 | 55,013.91 | 1,332.69 |
| **Thermal and Moisture Protectio** | | | | | | | | | |
| 07.07200 | Insulation - sub | 18,202.33 | 5,834.21 | 0.00 | 0.00 | 5,834.21 | 32 | 12,368.12 | 291.71 |
| 07.07270 | EIFS-sub | 54,048.16 | 18,473.66 | 0.00 | 0.00 | 18,473.66 | 34 | 35,574.50 | 923.68 |
| 07.07290 | Fluid Applied Air Barrier-sub | 5,037.29 | 0.00 | 5,037.29 | 0.00 | 5,037.29 | 100 | 0.00 | 251.86 |
| 07.07415 | ACM Alum Comp Panels Vendor | 214,469.56 | 34,776.24 | 0.00 | 0.00 | 34,776.24 | 16 | 179,693.32 | 1,738.81 |
| 07.07416 | ACM Alum Comp Panel Install | 61,614.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 61,614.89 | 0.00 |
| 07.07500 | Membrane roofing - sub | 182,682.76 | 120,190.76 | 12,787.79 | 33,340.00 | 166,318.55 | 91 | 16,364.21 | 8,315.93 |
| 07.07900 | General sealants | 15,587.48 | 1,406.30 | 0.00 | 0.00 | 1,406.30 | 9 | 14,181.18 | 70.32 |
| | | 551,642.47 | 180,681.17 | 17,825.08 | 33,340.00 | 231,846.25 | 42 | 319,796.22 | 11,592.31 |
| **Openings** | | | | | | | | | |
| 08.80000 | Doors & Windows | 131,756.42 | 13,601.78 | 9,984.94 | 0.00 | 23,586.72 | 18 | 108,169.70 | 1,179.34 |
| 08.08300 | Overhead Doors | 10,528.58 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 10,528.58 | 0.00 |
| 08.08410 | Aluminum entrances and storefr | 187,114.71 | 13,139.20 | 110,236.56 | 0.00 | 123,375.76 | 66 | 63,738.95 | 6,168.79 |
| | | 329,399.71 | 26,740.98 | 120,221.50 | 0.00 | 146,962.48 | 45 | 182,437.23 | 7,348.13 |
| **Finishes** | | | | | | | | | |
| 09.09200 | Gypsum drywall system-sub | 196,735.28 | 118,814.34 | 35,603.18 | 0.00 | 154,417.52 | 78 | 42,317.76 | 7,720.88 |
| 09.09600 | Flooring-sub | 231,643.90 | 3,400.00 | 0.00 | 113,507.00 | 116,907.00 | 50 | 114,736.90 | 5,845.35 |
| 09.09770 | FRP Panels | 661.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 661.98 | 0.00 |
| 09.09810 | Acoustical Ceiling- Sub | 91,773.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 91,773.76 | 0.00 |
| 09.09900 | Painting Sub | 48,643.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 48,643.34 | 0.00 |
| | | 569,458.26 | 122,214.34 | 35,603.18 | 113,507.00 | 271,324.52 | 48 | 298,133.74 | 13,566.23 |
| **Specialties** | | | | | | | | | |
| 10.01000 | Specialties | 15,425.35 | 8,466.11 | 0.00 | 0.00 | 8,466.11 | 55 | 6,959.24 | 423.31 |
| | | 15,425.35 | 8,466.11 | 0.00 | 0.00 | 8,466.11 | 55 | 6,959.24 | 423.31 |

Application and Certification for Payment
containing contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Application No: 13
Application Date: 1/22/2026
Period To: 1/31/2026
Project No: 24006

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not in D or E) | Total Completed and Stored to Date (D+E+F) | % (G / C) | Balance To Finish (C – G) | Retainage |
| | | | Previous Application | This Period | | | | | |
| **Equipment** | | | | | | | | | |
| 11.10900 | Mail/Key Drop Box | 2,602.96 | 421.26 | 0.00 | 0.00 | 421.26 | 16 | 2,181.70 | 21.06 |
| | | 2,602.96 | 421.26 | 0.00 | 0.00 | 421.26 | 16 | 2,181.70 | 21.06 |
| **Furnishing** | | | | | | | | | |
| 12.12510 | Window blinds | 10,226.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 10,226.99 | 0.00 |
| | | 10,226.99 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 10,226.99 | 0.00 |
| **Fire Suppression** | | | | | | | | | |
| 21.21000 | Sprinkler system | 75,667.41 | 60,997.77 | 0.00 | 0.00 | 60,997.77 | 81 | 14,669.64 | 3,049.89 |
| | | 75,667.41 | 60,997.77 | 0.00 | 0.00 | 60,997.77 | 81 | 14,669.64 | 3,049.89 |
| **Heating, Ventilating and Air-C** | | | | | | | | | |
| 23.23000 | Mechanical | 665,012.81 | 505,522.79 | 24,658.67 | 0.00 | 530,181.46 | 80 | 134,831.35 | 26,509.07 |
| | | 665,012.81 | 505,522.79 | 24,658.67 | 0.00 | 530,181.46 | 80 | 134,831.35 | 26,509.07 |
| **Electrical** | | | | | | | | | |
| 26.26000 | Electrical | 402,280.41 | 285,088.08 | 45,320.91 | 0.00 | 330,408.99 | 82 | 71,871.42 | 16,520.45 |
| | | 402,280.41 | 285,088.08 | 45,320.91 | 0.00 | 330,408.99 | 82 | 71,871.42 | 16,520.45 |
| **Earthwork** | | | | | | | | | |
| 31.31250 | Shoring | 54,048.15 | 49,454.60 | 0.00 | 0.00 | 49,454.60 | 92 | 4,593.55 | 2,472.73 |
| 31.31350 | Earthwork | 281,590.88 | 279,104.43 | 0.00 | 0.00 | 279,104.43 | 99 | 2,486.45 | 13,955.22 |
| 31.31920 | Silt Fence | 926.29 | 926.29 | 0.00 | 0.00 | 926.29 | 100 | 0.00 | 46.31 |
| | | 336,565.32 | 329,485.32 | 0.00 | 0.00 | 329,485.32 | 98 | 7,080.00 | 16,474.26 |
| **Exterior Improvements** | | | | | | | | | |
| 32.32760 | Lot striping | 3,242.89 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 3,242.89 | 0.00 |
| 32.32820 | Site fencing-chain link | 5,826.39 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 5,826.39 | 0.00 |
| 32.32870 | Site Furnishings | 24,782.16 | 23,416.91 | 0.00 | 0.00 | 23,416.91 | 94 | 1,365.25 | 1,170.85 |
| 32.32910 | Landscaping | 70,262.60 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 70,262.60 | 0.00 |

Application and Certification for Payment
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Application No: 13
Application Date: 1/22/2026
Period To: 1/31/2026
Project No: 24006

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not in D or E) | Total Completed and Stored to Date (D+E+F) | % (G / C) | Balance To Finish (C – G) | Retainage |
| | | | Previous Application | This Period | | | | | |
| | | 104,114.04 | 23,416.91 | 0.00 | 0.00 | 23,416.91 | 22 | 80,697.13 | 1,170.85 |
| **Change Order 001** | | | | | | | | | |
| 50.50001 | ASi1 - Garage Casework Change | 3,947.78 | 3,487.19 | 0.00 | 0.00 | 3,487.19 | 88 | 460.59 | 174.36 |
| 50.50005 | Wall Guard/Siding Credit | -5,113.81 | -114.00 | 0.00 | 0.00 | -114.00 | 2 | -4,999.81 | -5.70 |
| 50.50008 | Sink Change | 468.53 | 468.53 | 0.00 | 0.00 | 468.53 | 100 | 0.00 | 23.43 |
| 50.50009 | TD 1 Basn Change | -2,624.64 | -2,624.64 | 0.00 | 0.00 | -2,624.64 | 100 | 0.00 | -131.23 |
| 50.50012 | Plumbing Depth Change | 16,203.01 | 15,554.89 | 0.00 | 0.00 | 15,554.89 | 96 | 648.12 | 777.74 |
| 50.50013 | PR 4 - Ext. Wall Change | 82,426.92 | 82,426.92 | 0.00 | 0.00 | 82,426.92 | 100 | 0.00 | 4,121.35 |
| | | 95,307.79 | 99,198.89 | 0.00 | 0.00 | 99,198.89 | 104 | -3,891.10 | 4,959.95 |
| **Change Order 002** | | | | | | | | | |
| 50.50002 | PR 1 - Metal Lockers Room 166 | 6,463.75 | 0.00 | 0.00 | 4,050.00 | 4,050.00 | 63 | 2,413.75 | 202.50 |
| 50.50017 | Remove & Replace Concrete | 5,023.89 | 5,023.89 | 0.00 | 0.00 | 5,023.89 | 100 | 0.00 | 251.19 |
| 50.50018 | Ext. 2 1/2 Walls at Bar Joist | 526.97 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 526.97 | 0.00 |
| 50.50019 | 2 1/2 Fur out wall on E Side | 2,875.71 | 0.00 | 963.82 | 0.00 | 963.82 | 34 | 1,911.89 | 48.19 |
| 50.50021 | PR 25-Stud Wall Bearing | 2,134.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 2,134.10 | 0.00 |
| 50.50024 | PR 008 - Furring Room 131 | 10,510.48 | 0.00 | 3,718.82 | 0.00 | 3,718.82 | 35 | 6,791.66 | 185.94 |
| 50.50025 | PR 25 - Rock & Geogrid | 25,598.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 25,598.08 | 0.00 |
| 50.50026 | PR 7-Lobby Wall Framing/Finish | 2,429.63 | 0.00 | 1,089.11 | 0.00 | 1,089.11 | 45 | 1,340.52 | 54.46 |
| 50.50027 | PR 11 - Ceiling Conditions | 2,866.12 | 0.00 | 2,866.12 | 0.00 | 2,866.12 | 100 | 0.00 | 143.31 |
| 50.50028 | Fire Hydrant Depth | 1,657.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 1,657.50 | 0.00 |
| 50.50029 | PR 9 - Frame Council Chambers | 6,251.65 | 0.00 | 2,593.00 | 0.00 | 2,593.00 | 41 | 3,658.65 | 129.65 |
| 50.50030 | PR 12 - Revise Wire to Panel M | 3,802.68 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 3,802.68 | 0.00 |
| 50.50031 | PR 13 - Breakroom 153 Ceiling | 3,121.04 | 0.00 | 850.98 | 0.00 | 850.98 | 27 | 2,270.06 | 42.55 |
| 50.50032 | PR 16 - Roof Edge Detail | 1,029.67 | 0.00 | 1,029.67 | 0.00 | 1,029.67 | 100 | 0.00 | 51.48 |
| 50.50039 | PR 17- Remove Chainlink Fence | -5,696.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | -5,696.00 | 0.00 |
| 50.50042 | Add Flush Bolts | 377.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 377.85 | 0.00 |
| 50.55012 | Water Service Shoring | 2,427.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0 | 2,427.76 | 0.00 |
| 50.55013 | PR 5 - Furr out Breakroom Wall | 1,095.26 | 0.00 | 377.37 | 0.00 | 377.37 | 34 | 717.89 | 18.87 |
| | | 72,496.14 | 5,023.89 | 13,488.89 | 4,050.00 | 22,562.78 | 31 | 49,933.36 | 1,128.14 |

Application and Certification for Payment
containing contractor's signed Certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
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Application No: 13
Application Date: 1/22/2026
Period To: 1/31/2026
Project No: 24006

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| Item No. | Description of Work | Scheduled Value | Work Completed | | Materials Presently Stored (Not in D or E) | Total Completed and Stored to Date (D+E+F) | % (G / C) | Balance To Finish (C – G) | Retainage |
| | | | Previous Application | This Period | | | | | |
| | Totals | 4,901,803.93 | 2,758,075.53 | 355,182.70 | 163,875.08 | 3,277,133.31 | 67 | 1,624,670.62 | 163,856.69 |

**RESOLUTION NO. 21-26**

***RESOLUTION APPROVING PAYMENT REQUEST #12 FOR THE CITY HALL / POLICE DEPARTMENT RENOVATION PROJECT***

WHEREAS, the City of Charles City, Iowa previously entered into a contract with Kingland Construction for the City Hall/Police Department Renovation Project; and

WHEREAS, Kingland Construction has submitted Pay Request #12 for this project in the amount of $267,685.52; and

WHEREAS, Bergland & Cram Architects have reviewed this pay estimate and recommend payment of this amount.

NOW, THEREFORE BE IT RESOLVED, by the City Council of Charles City, Iowa, meeting in regular session on this 18th day of February, 2026, that pay estimate #12 submitted by Kingland Construction in the amount of $267,685.52 for the City Hall/Police Department renovation project is hereby approved for payment.

COUNCIL MEMBER moved for the adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of February, 2026.

_____
Dean Andrews, Mayor

Attest:

_____
Brittney Lentz, City Clerk

**MEETING DATE: 02/18/26**

# AGENDA ITEM SUMMARY

**Subject: Consider Resolutions 22-26, 23-26, and 24-26 approving the preliminary plans and specifications and setting the date for the public hearings for the Brackett Street, Iowa/Lane Streets, and the North Grand Avenue railroad projects**

Recommendation: Approve Resolutions 22-26, 23-26, and 24-26 approving the preliminary plans and specifications and setting the date for the public hearings

**Background Summary**:

The three railroad projects that we have been discussing for the past several months have progressed to the point for the City Council to approve the preliminary plans and set the date for the public hearings.

The three projects are: 1. Brackett Street CN Railroad Crossing Improvement Project, 2. Iowa Lane Streets Intersection Improvement Project, and 3. N. Grand Ave. CPKC Railroad Crossing Improvement Project

The plans and specifications for the Brackett Street project and the North Grand Avenue CPKC crossing project remain the same as presented and discussed at last week's planning session.

I have revised and updated the plans and specifications for the Iowa Lane Streets Intersection Improvement Project. This project requires the acquisition of additional right-of-way, and it was mentioned last week that the negotiations are continuing with the property owner. The project's bidding documents have been changed to include three (3) separate options. Option 1 removes the existing pavement and creates a dead-end street at the north end of North Iowa and west end of Lane Street. Option 2 removes the existing pavement and connects the two streets with a one lane street with stop signs for traffic. Options 1 and 2 will be constructed within the City's existing right-of-way. Option 3 removes the existing pavement and connects the two streets with a two lane street. Option 3 requires the acquisition of right-of-way. The existing water main at the intersection will be replaced with a larger main and moved away from the railroad track.

The tentative schedule for the projects is: Bid letting – March 12, 2026, Public Hearing and award – March 16, 2026 Preconstruction meetings – week of March 23, Contractor(s) obtain Right of Entry Agreements – April 2026, Begin Construction – May

We recommend approval of all three resolutions approving the preliminary plans and specifications and setting March 16 at 6:00pm as the date and time for the individual public hearings.

# RESOLUTION NO. 22-26

## *RESOLUTION APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 BRACKETT STREET CN RAILROAD CROSSING IMPROVEMENT PROJECT*

WHEREAS, the preliminary plans, specification, notice of hearing, letting invitation to bidders, and form of contract for the 2026 Brackett Street CN Railroad Crossing Improvement Project have been prepared.

WHEREAS, the City Administrator recommends construction of the improvements in the manner set forth in the proposed plans, specifications, form of contract documents, and estimate of construction costs.

WHEREAS, notice of hearing on the proposed plans, specifications, form of contract, and estimate of cost must be published in accordance with Iowa law, and notice to bidders must be provided as required by Iowa law.

NOW, THEREFORE, BE IT RESOLVED by the City of Charles City, Iowa, as follows:

1. That the proposed plans, specifications, notice of hearing, and form of contract referred to in the preamble hereof, be and the same are hereby approved.

2. That the council will meet in the Zastrow room of the Charles City Public Library, 910 Clark Street, Charles City, Iowa, on the 16th day of March, 2026, at 6:00 p.m., at which time and place they will hold a public hearing on the proposed plans, specifications, form of contract, and estimate of cost of the project.

3. That the City Clerk will publish notice of hearing and letting and invitation to bidders in the manner required by law.

4. That bid proposals for the construction of said improvements will be received by the City of Charles City, Iowa, at the temporary City Hall, located at 507 Clark St, Charles City, Iowa, until 2:00 p.m. on March 12, 2026. Proposals will be opened at a public meeting presided over by the City Engineer in the temporary City Hall, located at 507 Clark Street, Charles City, Iowa, on March 12, 2026, at 2:00 p.m. after which the bids, together with a bid tabulation and recommendation of the City Engineer, will be presented to the City council at its next meeting for action thereof.

5. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed in the extent of such conflict.

COUNCIL MEMBER moved for adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 18th day of February, 2026

_____
Dean Andrews, Mayor

Attest:

_____
Brittney Lentz, City Clerk

# RESOLUTION NO. 23-26

## *RESOLUTION APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 IOWA-LANE STREETS INTERSECTION IMPROVEMENT PROJECT*

WHEREAS, the preliminary plans, specification, notice of hearing, letting invitation to bidders, and form of contract for the 2026 Iowa-Lane Street Intersection Improvement Project have been prepared.

WHEREAS, the City Administrator recommends construction of the improvements in the manner set forth in the proposed plans, specifications, form of contract documents, and estimate of construction costs.

WHEREAS, notice of hearing on the proposed plans, specifications, form of contract, and estimate of cost must be published in accordance with Iowa law, and notice to bidders must be provided as required by Iowa law.

NOW, THEREFORE, BE IT RESOLVED by the City of Charles City, Iowa, as follows:

1. That the proposed plans, specifications, notice of hearing, and form of contract referred to in the preamble hereof, be and the same are hereby approved.

2. That the council will meet in the Zastrow room of the Charles City Public Library, 910 Clark Street, Charles City, Iowa, on the 16th day of March, 2026, at 6:00 p.m., at which time and place they will hold a public hearing on the proposed plans, specifications, form of contract, and estimate of cost of the project.

3. That the City Clerk will publish notice of hearing and letting and invitation to bidders in the manner required by law.

4. That bid proposals for the construction of said improvements will be received by the City of Charles City, Iowa, at the temporary City Hall, located at 507 Clark St, Charles City, Iowa, until 2:00 p.m. on March 12, 2026. Proposals will be opened at a public meeting presided over by the City Engineer in the temporary City Hall, located at 507 Clark Street, Charles City, Iowa, on March 12, 2026, at 2:00 p.m. after which the bids, together with a bid tabulation and recommendation of the City Engineer, will be presented to the City council at its next meeting for action thereof.

5. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed in the extent of such conflict.

COUNCIL MEMBER moved for adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this 18th day of February, 2026

_____
Dean Andrews, Mayor

Attest:

_____
Brittney Lentz, City Clerk

# RESOLUTION NO. 24-26

## *RESOLUTION APPROVING THE PRELIMINARY PLANS & SPECIFICATIONS AND SETTING PUBLIC HEARING ON THE 2026 NORTH GRAND AVENUE CPKC RAILROAD CROSSING IMPROVEMENT PROJECT*

WHEREAS, the preliminary plans, specification, notice of hearing, letting invitation to bidders, and form of contract for the 2026 North Grand Avenue CPKC Railroad Crossing Improvement Project have been prepared.

WHEREAS, the City Administrator recommends construction of the improvements in the manner set forth in the proposed plans, specifications, form of contract documents, and estimate of construction costs.

WHEREAS, notice of hearing on the proposed plans, specifications, form of contract, and estimate of cost must be published in accordance with Iowa law, and notice to bidders must be provided as required by Iowa law.

NOW, THEREFORE, BE IT RESOLVED by the City of Charles City, Iowa, as follows:

1. That the proposed plans, specifications, notice of hearing, and form of contract referred to in the preamble hereof, be and the same are hereby approved.

2. That the council will meet in the Zastrow room of the Charles City Public Library, 910 Clark Street, Charles City, Iowa, on the 16th day of March, 2026, at 6:00 p.m., at which time and place they will hold a public hearing on the proposed plans, specifications, form of contract, and estimate of cost of the project.

3. That the City Clerk will publish notice of hearing and letting and invitation to bidders in the manner required by law.

4. That bid proposals for the construction of said improvements will be received by the City of Charles City, Iowa, at the temporary City Hall, located at 507 Clark St, Charles City, Iowa, until 2:00 p.m. on March 12, 2026. Proposals will be opened at a public meeting presided over by the City Engineer in the temporary City Hall, located at 507 Clark Street, Charles City, Iowa, on March 12, 2026, at 2:00 p.m. after which the bids, together with a bid tabulation and recommendation of the City Engineer, will be presented to the City council at its next meeting for action thereof.

5. That all resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed in the extent of such conflict.

COUNCIL MEMBER moved for adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

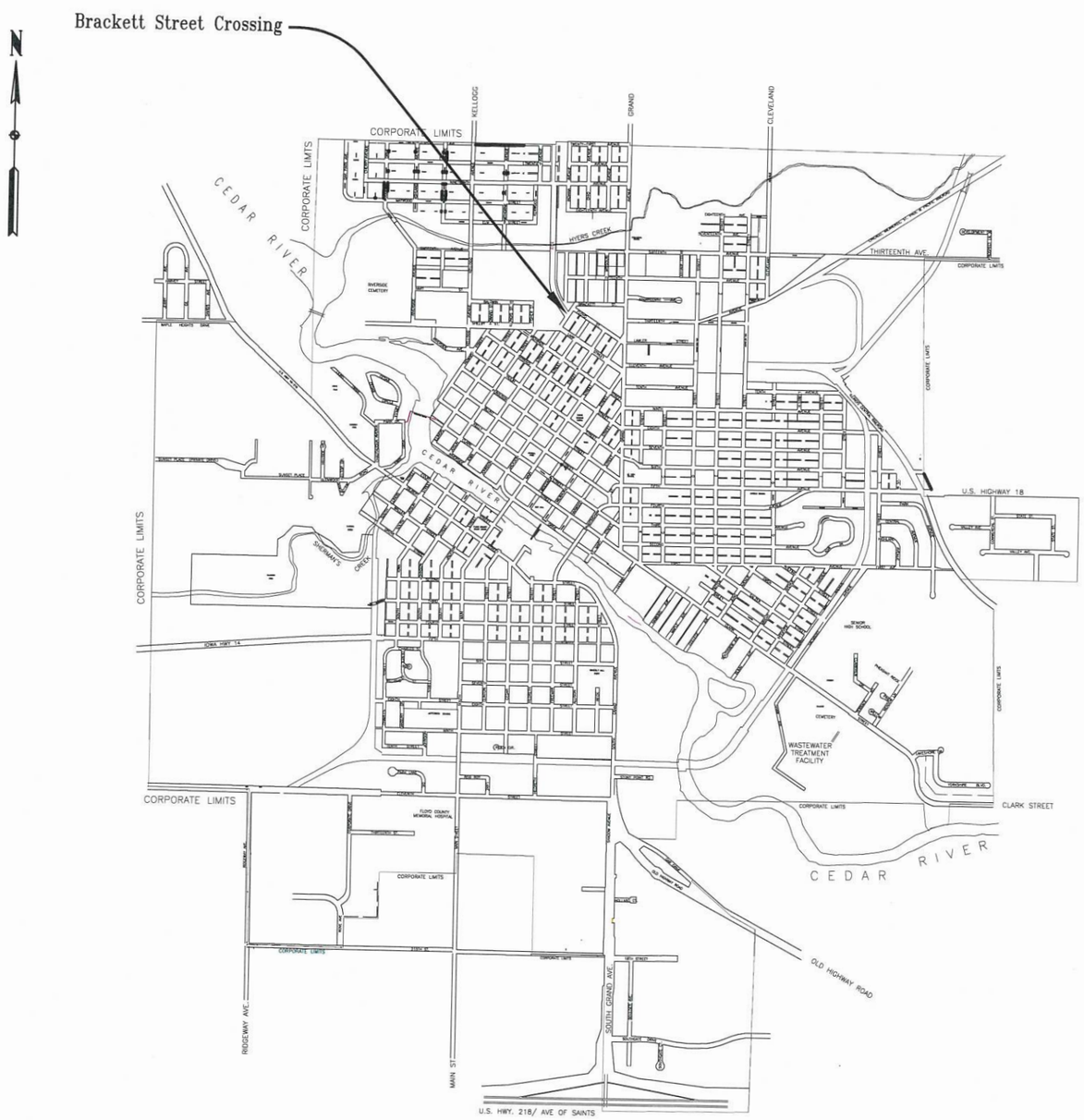
NAYS:

Passed and approved this 18th day of February, 2026

_____
Dean Andrews, Mayor

Attest:

_____
Brittney Lentz, City Clerk




CHARLES CITY
LOCATION MAP
NO SCALE

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

NOTE – DOT/FRA Crossing Number – 308911J

# 2026 BRACKETT STREET CN RAILROAD CROSSING IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

2026

### CITY OFFICIALS

MAYOR: Dean Andrews
CITY ADMINISTRATOR: Tyler Trout
CITY ATTORNEY: Brad Sloter
CITY CLERK/FINANCE OFFICER: Brittney Lentz ICMC/ICMFO
CITY ENGINEER: John Fallis, PE CFM

### CITY COUNCIL

Philip Knighten
Patrick Lumley
Krista Noah
Jeff Otto
Phoebe Pittman

### INDEX OF SHEETS


1 – Cover Sheet
2 – Typical Sections
3 – Brackett Street Plan and Profile
4–6 – Brackett Street Cross Section Drawings
7 – Farmers Feed & Grain Entrance Cross Section Drawings
8 – Embankment Details
9 – SW–512 Circular Intake Details
10 – RCP Apron Details
11 – RCP Apron Section Footing Details


### BENCHMARK INFORMATION

Sta 12+40 – Bury Bolt on Fire Hydrant.....Elev. 500.00


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

COVER SHEET
2026 BRACKETT STREET CN RAILROAD CROSSING PROJ.
CHARLES CITY, IOWA

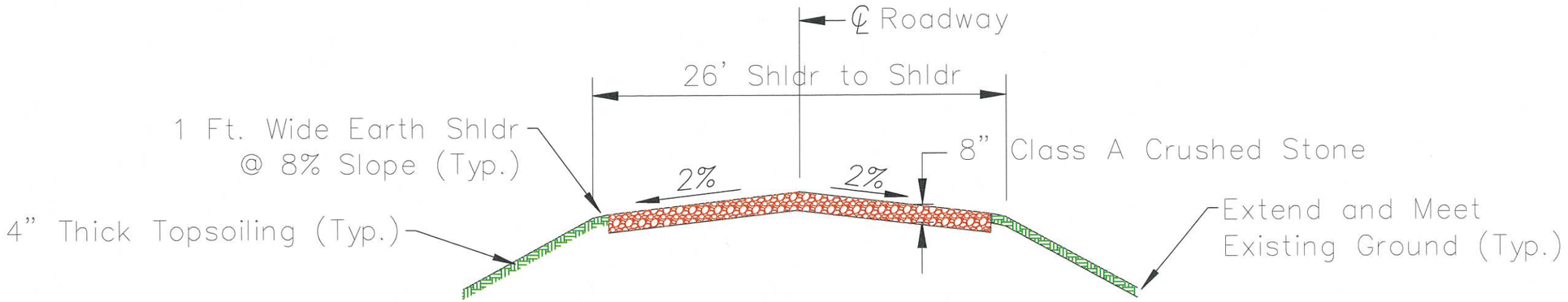
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

John D. Fallis, P.E.
Date
License Number 12584
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
All Sheets

PROFESSIONAL ENGINEER
JOHN D. FALLIS
12584
IOWA

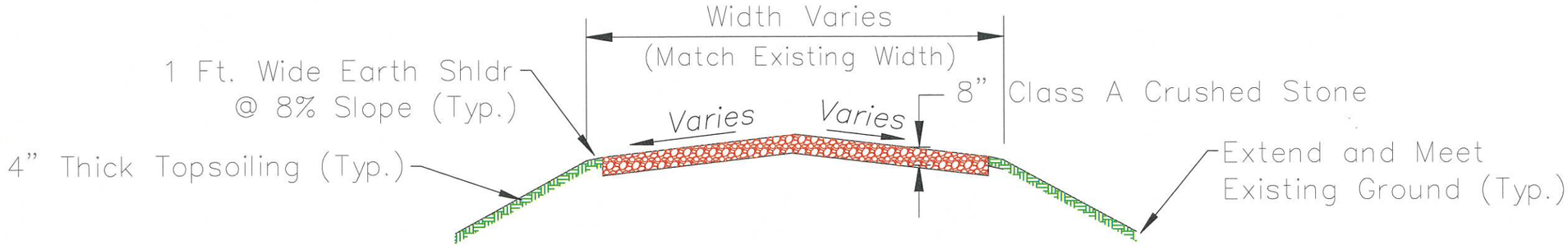
SCALE: NO SCALE

SHEET
1 OF 11




## Roadway Typical Section

Refer To Cross Sections For
Additional Shaping




## Farmers Feed & Grain
## Entrance Road Typ. Section

Refer To Plan Sheet and
Cross Sections for Additional Information

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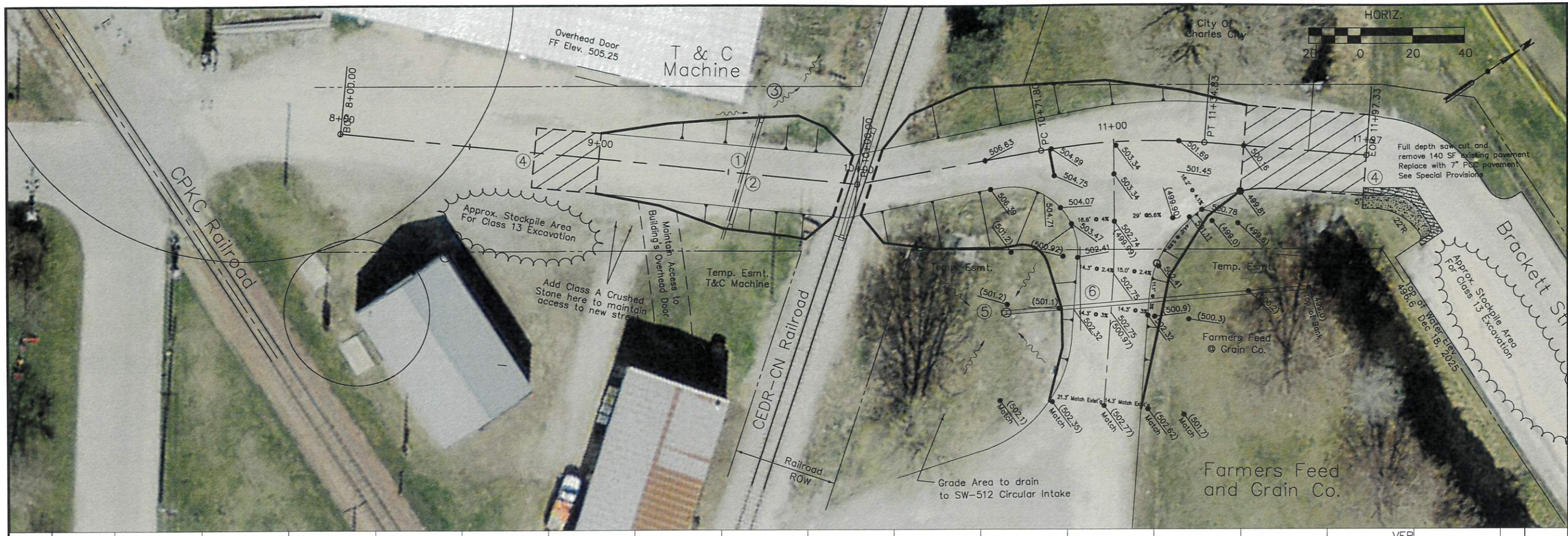
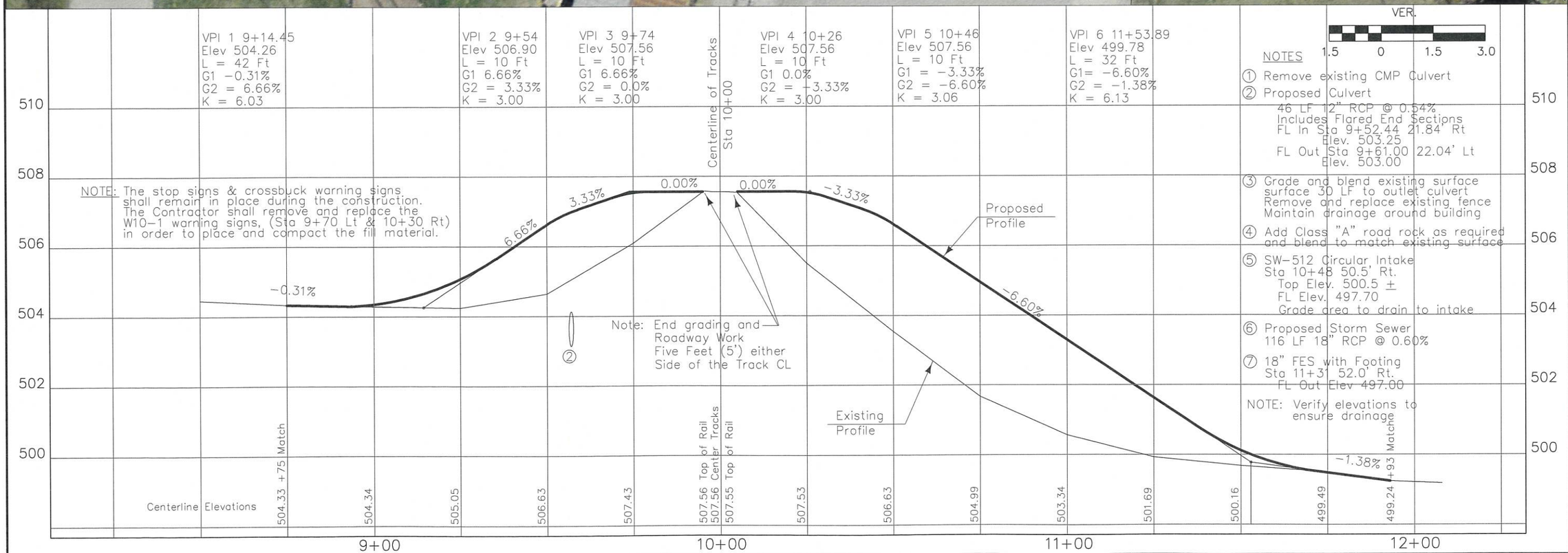
|---|---|---|
| | | |

2026 BRACKETT STREET CN RAILROAD CROSSING
TYPICAL CROSS SECTIONS
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET 2 OF 11





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Engineering Department
900 Clark Street
Charles City, Iowa 50616


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| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

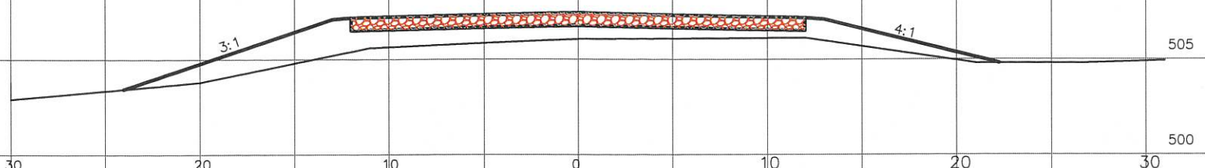
# 2026 BRACKETT STREET CN RAILROAD CROSSING
# BRACKETT STREET PLAN AND PROFILE
# CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET 3 OF 11

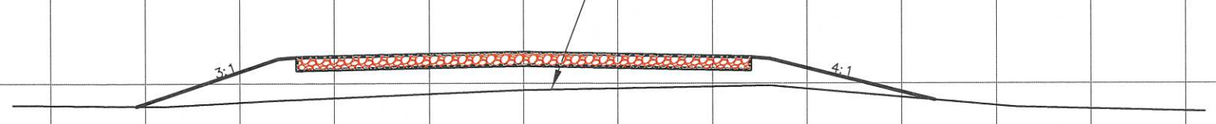
HORIZ. and VER.

4 0 4 8

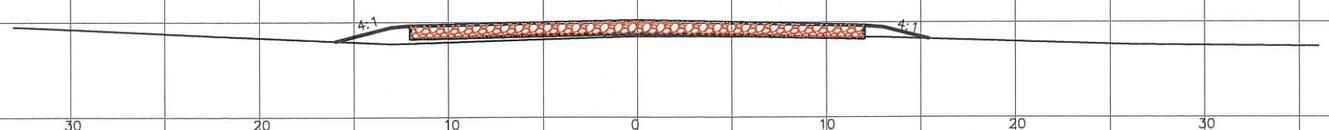



Sta 9+75
CL Elev. 507.43

Class 13 Excavation consists of stripping, stockpiling, and respreading the top nine inches (9") of the existing aggregate surface.
See Special Provisions




Sta 9+50
CL Elev. 506.63




Sta 9+25
CL Elev. 505.05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Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

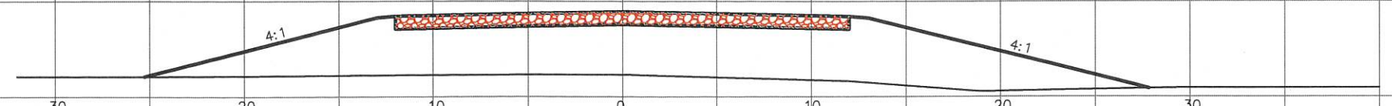
# 2026 BRACKETT STREET CN RAILROAD CROSSING
## BRACKETT STREET CROSS SECTIONS
## STA 9+25 TO STA 9+75
## CHARLES CITY, IOWA

SCALE: AS SHOWN

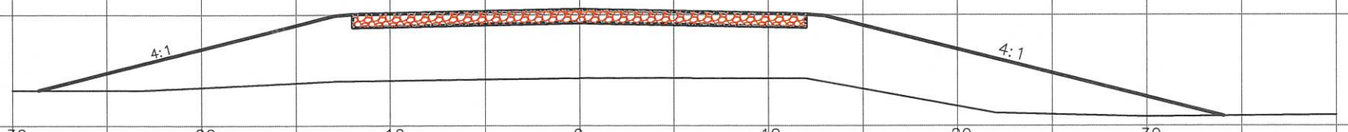
SHEET 4 OF 11

HORIZ. and VER.

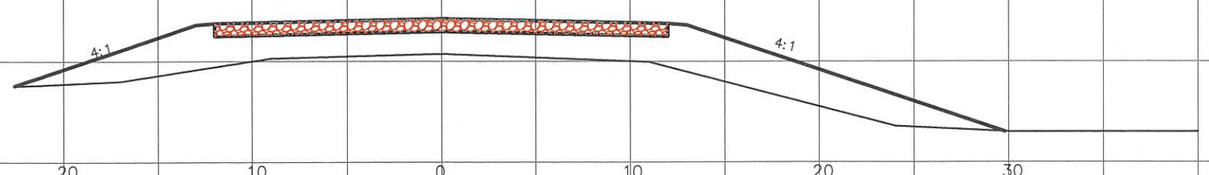
4 0 4 8




Sta 10+75
CL Elev. 504.99




Sta 10+50
CL Elev. 506.63




Sta 10+25
CL Elev. 507.53

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Charles City, Iowa 50616

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|---|---|---|
| | | |

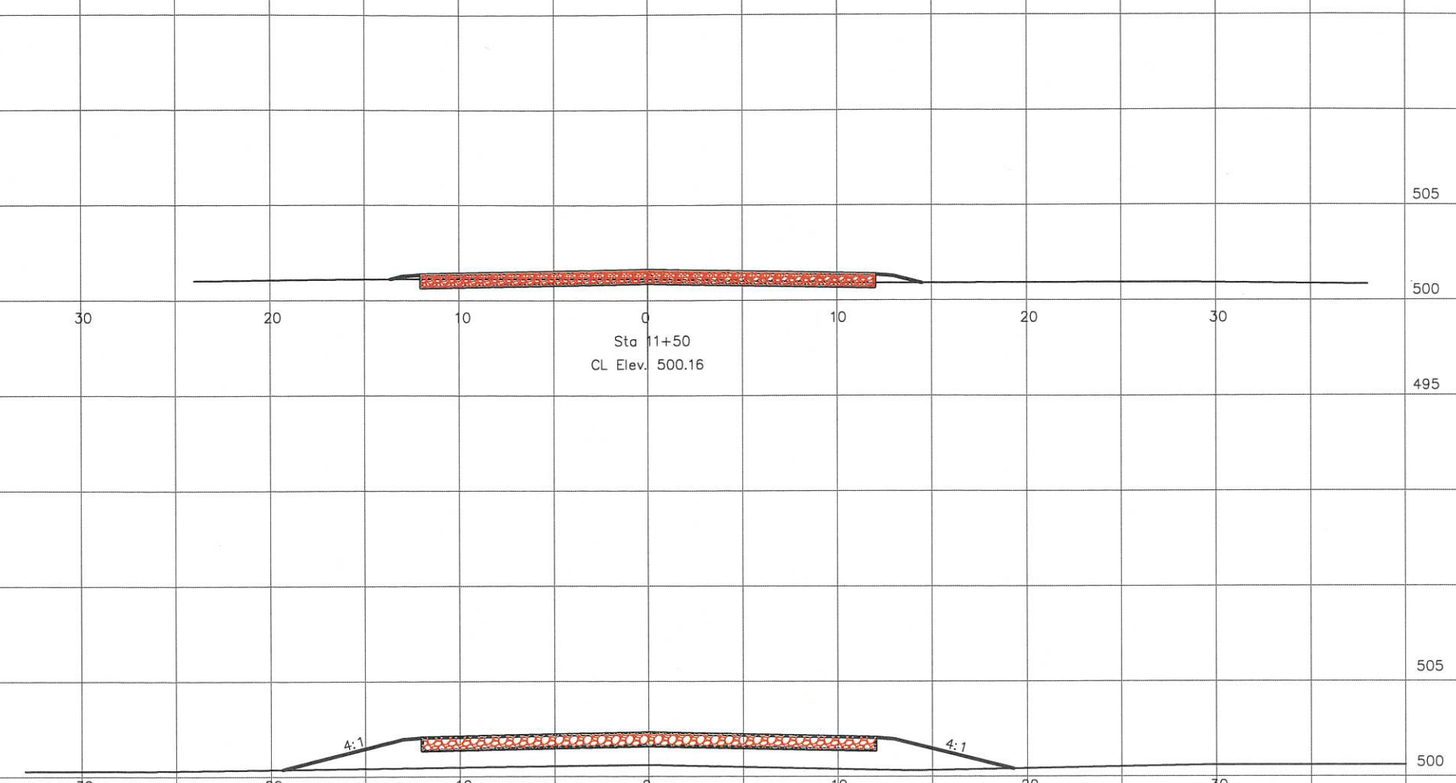
2026 BRACKETT STREET CN RAILROAD CROSSING
BRACKETT STREET CROSS SECTIONS
STA 10+25 TO STA 10+75
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
5 OF 11

HORIZ. and VER.

4 0 4 8





**Charles City, Iowa**
Engineering Department
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Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

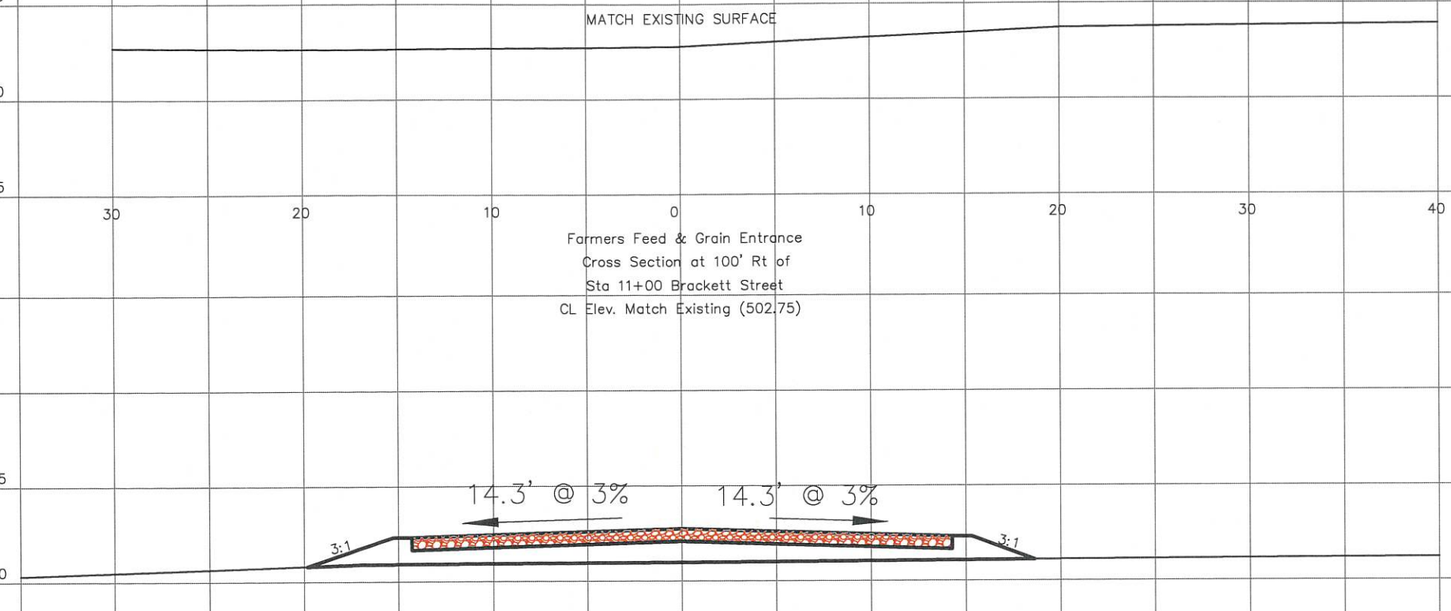
2026 BRACKETT STREET CN RAILROAD CROSSING
BRACKETT STREET CROSS SECTIONS
STA 11+00 TO STA 11+50
CHARLES CITY, IOWA

SCALE: AS SHOWN

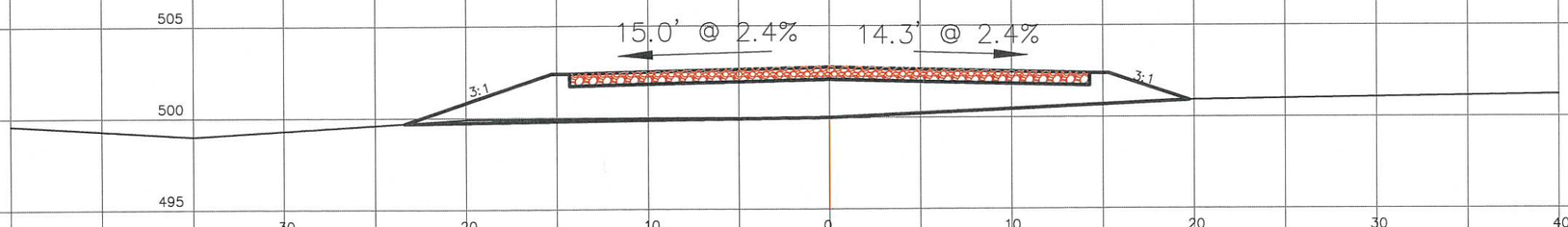
SHEET 6 OF 11

HORIZ. and VER.

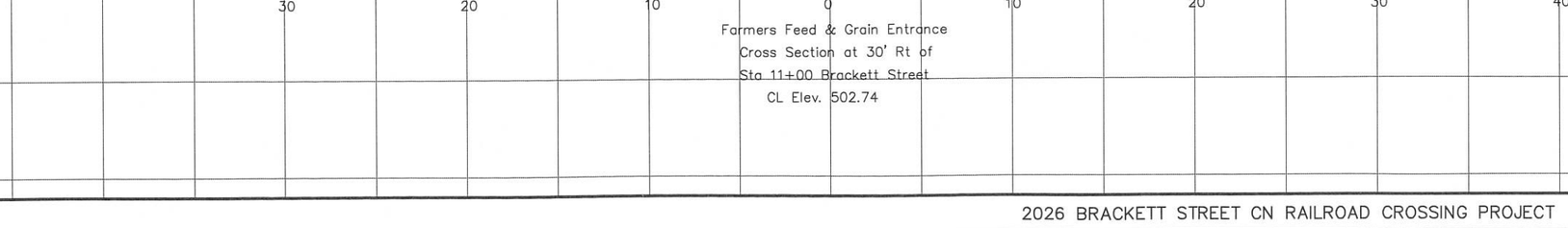
4 0 4 8




Farmers Feed & Grain Entrance
Cross Section at 100' Rt of
Sta 11+00 Brackett Street
CL Elev. Match Existing (502.75)




Farmers Feed & Grain Entrance
Cross Section at 50' Rt of
Sta 11+00 Brackett Street
CL Elev. 502.75




Farmers Feed & Grain Entrance
Cross Section at 30' Rt of
Sta 11+00 Brackett Street
CL Elev. 502.74


**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

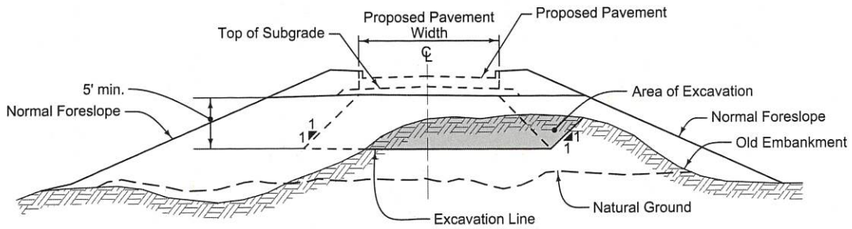

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 BRACKETT STREET CN RAILROAD CROSSING
FARMERS FEED & GRAIN CROSS SECTIONS
CHARLES CITY, IOWA

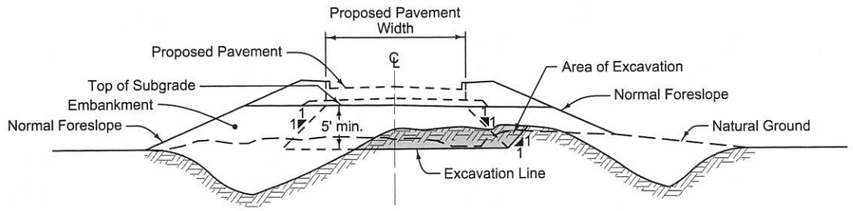
SCALE: AS SHOWN

SHEET 7 OF 11

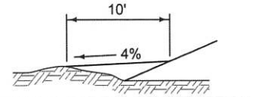



TYPICAL CROSS-SECTION: REBUILDING EMBANKMENT WHERE NATURAL GROUND IS GREATER THAN 5 FEET BELOW FINISHED GRADE LINE (1)

(1) Use only when new roadbed overlaps existing roadbed. Not for use on relocations or where new roadbed is to be built on natural ground.

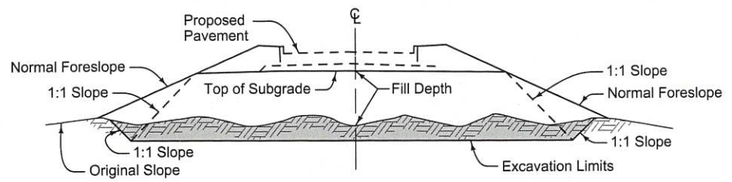



TYPICAL CROSS-SECTION: REBUILDING EMBANKMENT WHERE NATURAL GROUND IS LESS THAN 5 FEET BELOW FINISHED GRADE LINE (1)




TYPICAL TOE FILL CONSTRUCTION

Use care in setting toe fills. Ensure proper drainage in side ditches is maintained.




TYPICAL CROSS-SECTION: EXCAVATION OF PEAT, MUCK, OR OTHER MATERIAL NOT TO BE USED FOR THE CONSTRUCTION OF EMBANKMENTS

FIGURE 2010.101

SHEET 1 OF 1

SUDAS

REVISION 3 10-21-14

2010.101

SHEET 1 of 1

SUDAS Standard Specifications

DETAILS OF EMBANKMENTS AND REBUILDING EMBANKMENTS


Charles City, Iowa
Engineering Department
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Charles City, Iowa 50616

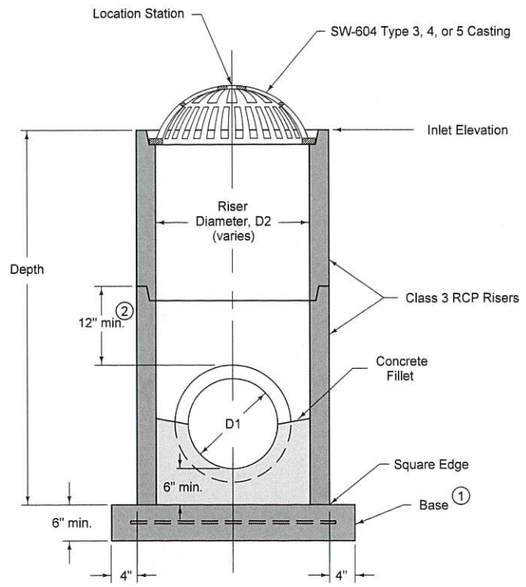

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 BRACKETT STREET CN RAILROAD CROSSING
EMBANKMENT DETAILS
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET 8 OF 11




TYPICAL SECTION

CASE 1

1. Precast (shown) or cast-in-place base:
   - Precast: 6 inch thick concrete with #6 welded wire mesh on 4 inch centers (WWF 4" x 4"). Center mesh vertically within base.
   - Cast-in-place: 8 inch thick non-reinforced concrete.
2. 12 inch minimum riser height above all pipes.

| INTAKE SIZE - CASE 1 | |
|---|---|
| Outlet Pipe Diameter, D1 | Minimum Riser Diameter, D2 |
| 12" | 18" |
| 15" | 24" |
| 18" | 24" |
| 21" | 30" |
| 24" | 30" |
| 27" | 36" |

| SUDAS | IOWA DOT | REVISION 4 04-21-20 |
|---|---|---|
| FIGURE 6010.512 | STANDARD ROAD PLAN | SW-512 |
| | | SHEET 1 of 2 |

REVISIONS: Changed 1 to 1 on Bedding Material.

Ryan D. Wigard — SUDAS DIRECTOR
Kent Nelson — DESIGN METHODS ENGINEER

**CIRCULAR AREA INTAKE**

FIGURE 6010.512 SHEET 1 OF 2


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616

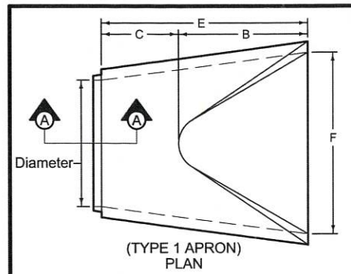

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

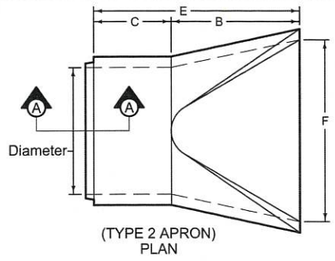
2026 BRACKETT STREET CN RAILROAD CROSSING
SW-512 CIRCULAR INTAIKE DETAILS
CHARLES CITY, IOWA

SCALE: NO SCALE

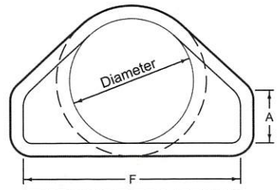
SHEET 9 OF 11




(TYPE 1 APRON)
PLAN



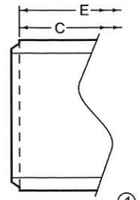

(TYPE 2 APRON)
PLAN



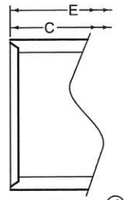

(TYPE 1 AND TYPE 2 APRONS)
END VIEW

Dimension 'E' shown is the minimum and is considered the design length. Adjust for any difference between the actual length of concrete apron installed and the length indicated below for the length of concrete culvert pipe furnished.

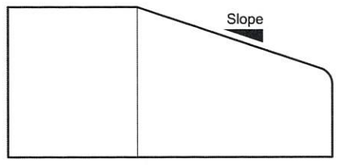
(1) Tongue end used on inlet end section. Groove end used on outlet end section.




SECTION A-A (1)
TONGUE END DETAIL




SECTION A-A (1)
GROOVE END DETAIL




SIDE VIEW

| TYPE 1 APRONS | | | | | | |
|---|---|---|---|---|---|---|
| DIAM. | SLOPE | A | B | MINIMUM C | MINIMUM E | F |
| 12" | 2.4:1 | 4" | 2'-0" | 4'-4⅛" | 6'-4⅛" | 2'-0" |
| 15" | 2.4:1 | 6" | 2'-3" | 3'-10" | 6'-1" | 2'-6" |
| 18" | 2.3:1 | 9" | 2'-3" | 3'-10" | 6'-1" | 3'-0" |
| 21" | 2.4:1 | 9" | 3'-0 " | 3'-1⅜" | 6'-1⅜" | 3'-5" |
| 24" | 2.5:1 | 9½" | 3'-7½" | 2'-6" | 6'-1½" | 4'-0" |
| 27" | 2.5:1 | 10½" | 4'-1 " | 2'-0" | 6'-1½" | 4'-4" |
| 30" | 2.5:1 | 12" | 4'-6" | 1'-7¾" | 6'-1¾" | 5'-0" |
| 36" | 2.5:1 | 15" | 5'-3" | 2'-9" | 8'-0" | 6'-0" |
| 42" | 2.5:1 | 21" | 5'-3" | 2'-9" | 8'-0" | 6'-6" |
| 48" | 2.5:1 | 24" | 6'-0" | 2'-0" | 8'-0" | 7'-0" |
| 54" | 1.8:1 | 27" | 5'-0" | 3'-0" | 8'-0" | 7'-6" |
| 60" | 1.6:1 | 29½" | 5'-0" | 3'-0" | 8'-0" | 8'-0" |
| 66" | 1.7:1 | 30" | 6'-0" | 2'-3" | 8'-3" | 8'-0" |
| 72" | 1.6:1 | 30" | 6'-6" | 1'-9" | 8'-3" | 9'-0" |
| 78" | 1.8:1 | 36" | 7'-6" | 1'-9" | 9'-3" | 9'-6" |
| 84" | 1.3:1 | 29½" | 6'-9" | 2'-6½" | 9'-3½" | 10'-0" |

| TYPE 2 APRONS | | | | | | |
|---|---|---|---|---|---|---|
| DIAM. | SLOPE | A | B | MINIMUM C | MINIMUM E | F |
| 12" | 2.4:1 | 4" | 2'-0" | 4'-4⅛" | 6'-4⅛" | 2'-0" |
| 15" | 2.4:1 | 6" | 2'-3" | 3'-10" | 6'-1" | 2'-6" |
| 18" | 2.3:1 | 9" | 2'-3" | 3'-10" | 6'-1" | 3'-0" |
| 21" | 2.4:1 | 9" | 3'-0" | 3'-1⅜" | 6'-1⅜" | 3'-5" |
| 24" | 2.5:1 | 9½" | 3'-7½" | 2'-6" | 6'-1½" | 4'-0" |
| 27" | 2.5:1 | 10½" | 4'-1 " | 2'-0" | 6'-1½" | 4'-4" |
| 30" | 2.5:1 | 12" | 4'-6" | 1'-7¾" | 6'-1¾" | 5'-0" |
| 36" | 2.5:1 | 15" | 5'-3" | 2'-9" | 8'-0" | 6'-0" |
| 42" | 2.5:1 | 21" | 5'-3" | 2'-9" | 8'-0" | 6'-6" |
| 48" | 2.5:1 | 24" | 6'-0" | 2'-0" | 8'-0" | 7'-0" |
| 54" | 1.9:1 | 24½" | 5'-5" | 2'-7" | 8'-0" | 7'-6" |
| 60" | 1.4:1 | 24½" | 5'-0" | 3'-0" | 8'-0" | 8'-0" |
| 66" | 1.7:1 | 30" | 6'-0" | 2'-3" | 8'-3" | 8'-0" |
| 72" | 1.4:1 | 24" | 6'-6" | 1'-9" | 8'-3" | 9'-0" |
| 78" | 1.8:1 | 36" | 7'-6" | 1'-9" | 9'-3" | 9'-6" |
| 84" | 1.5:1 | 23½" | 7'-6½" | 1'-9" | 9'-3½" | 10'-0" |

FIGURE 4030.222 | SHEET 1 OF 1

SUDAS

REVISION: New 10-18-16

4030.222

SHEET 1 of 1

SUDAS Standard Specifications

CIRCULAR CONCRETE APRONS


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616

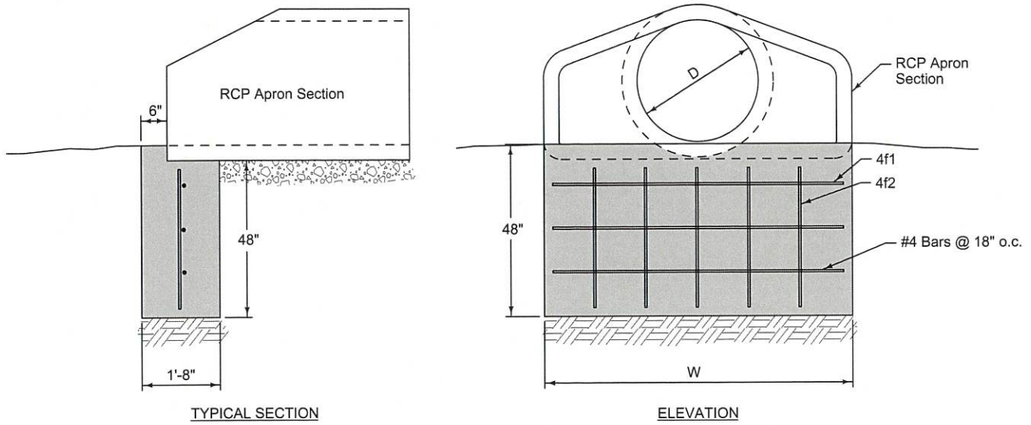

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 BRACKETT STREET CN RAILROAD CROSSING
RCP APRON DETAILS
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET 10 OF 11




REINFORCING BAR LIST

| D | W | Mark | Size | Length | Count |
|---|---|---|---|---|---|
| 12" | 2'-4" | 4f1 | 4 | 2'-0" | 3 |
| | | 4f2 | 4 | 3'-8" | 2 |
| 15" | 2'-10 ½" | 4f1 | 4 | 2'-6 ½" | 3 |
| | | 4f2 | 4 | 3'-8" | 2 |
| 18" | 3'-5" | 4f1 | 4 | 3'-1" | 3 |
| | | 4f2 | 4 | 3'-8" | 3 |
| 24" | 4'-6" | 4f1 | 4 | 4'-2" | 3 |
| | | 4f2 | 4 | 3'-8" | 3 |
| 30" | 5'-7" | 4f1 | 4 | 5'-3" | 3 |
| | | 4f2 | 4 | 3'-8" | 4 |
| 36" | 6'-8" | 4f1 | 4 | 6'-4" | 3 |
| | | 4f2 | 4 | 3'-8" | 5 |
| 42" | 7'-3" | 4f1 | 4 | 6'-11" | 3 |
| | | 4f2 | 4 | 3'-8" | 5 |
| 48" | 7'-10" | 4f1 | 4 | 7'-6" | 3 |
| | | 4f2 | 4 | 3'-8" | 6 |
| 54" | 8'-5" | 4f1 | 4 | 8'-1" | 3 |
| | | 4f2 | 4 | 3'-8" | 6 |
| 60" | 8'-11" | 4f1 | 4 | 8'-7" | 3 |
| | | 4f2 | 4 | 3'-8" | 6 |
| 66" | 8'-11" | 4f1 | 4 | 8'-7" | 3 |
| | | 4f2 | 4 | 3'-8" | 6 |
| 72" | 10'-0" | 4f1 | 4 | 9'-8" | 3 |
| | | 4f2 | 4 | 3'-8" | 7 |
| 78" | 10'-7" | 4f1 | 4 | 10'-3" | 3 |
| | | 4f2 | 4 | 3'-8" | 7 |
| 84" | 11'-1" | 4f1 | 4 | 10'-9" | 3 |
| | | 4f2 | 4 | 3'-8" | 8 |

FIGURE 4030.221 SHEET 1 OF 1

SUDAS

REVISION 1 10-21-14

4030.221

SHEET 1 of 1

SUDAS Standard Specifications

RCP APRON SECTION FOOTING


**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 BRACKETT STREET CN RAILROAD CROSSING
RCP APRON SECTION FOOTING DETAILS
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET 11 OF 11

# PROJECT SPECIFICATIONS
# FOR
# 2026 BRACKETT STREET
# CN RAILROAD CROSSING
# IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

## 2026

LICENSED PROFESSIONAL ENGINEER
JOHN D. FALLIS 12584
IOWA

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.

John D. Fallis 2.6.26

John D. Fallis, P.E. Date

License number 12584

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal:
ALL PAGES

Prepared by:
Charles City Engineering Department
900 Clark Street
Charles City, IA 50616

## CITY OFFICIALS

| | |
|---|---|
| Mayor | Dean Andrews |
| City Council: | Phillip Knighten<br>Patrick Lumley<br>Krista Noah<br>Jeff Otto<br>Phoebe Pittman |
| City Administrator: | Tyler Trout |
| City Attorney: | Brad Sloter |
| City Clerk/Finance Officer | Brittney Lentz, ICMC/ICMFO |
| City Engineer | John Fallis, PE, CFM |

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The SUDAS Standard Specifications technical sections, Division 2 through Division 11, are included by reference and are available online at:

http://www.iowasudas.org/manuals/manual.cfm?manual=specifications

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 2026 BRACKETT STREET CN RAILROAD CROSSING IMPROVEMENT PROJECT IN AND FOR THE CITY OF CHARLES CITY, IOWA,

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Zastrow Room, Charles City Public Library, Charles City, Iowa, on the 16th day of March 2026, the City Council of the City of Charles City, Iowa, will hold a public hearing on the proposed plans, specifications, form of contract and estimate of cost as well as acting on the proposals received for said improvements.

At said hearing, any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Published upon order of the City Council of the City of Charles City, Iowa.

CITY OF CHARLES CITY, IOWA

Attest: /s/Brittney Lentz
City Clerk

NOTICE TO BIDDERS FOR THE
2026 BRACKETT STREET CN RAILROAD CROSSING
IMPROVEMENT PROJECT
IN AND FOR THE CITY OF CHARLES CITY, IOWA.

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Charles City, Iowa, at said office in the City Hall at Charles City, Iowa, until 2:00 o'clock p.m. on the 12th day of March 2026, for the construction of the 2026 Brackett Street CN Railroad Crossing Improvement Project and as hereinafter described in general and as described in detail in the plans and specifications now on file in the Office of the City Clerk, Charles City, Iowa. Proposals will be opened and read aloud immediately following 2:00 p.m. on the same day in the City Hall, Charles City, Iowa.

The extent of the work involved is the furnishing of labor, equipment and new materials for the construction of the Improvements. Approximate quantities for major construction items include the following:

| Description | Quantity |
|---|---|
| Class 13 Excavation | 375 C.Y. |
| Embankment Excavation | 730 C.Y. |
| 8" Class A Crushed Stone | 600 Ton |
| Reinforced Concrete Pipe | 162 L.F. |
| SW-512 Circular Intake | 1 Each |
| Topsoiling and Seeding | 5,000 S.F. |
| Construction Layout and Surveying | Lump Sum |
| Temporary Traffic Control | Lump Sum |
| Mobilization | Lump Sum |
| Railroad Protective Insurance | Lump Sum |

The Proposal shall be made out on the form furnished by the City of Charles City and obtained from the Charles City City Engineer and must be submitted in a sealed envelope and accompanied with a bid security in a separate sealed envelope consisting of either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 10% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 10% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 10% of bid amount.

The bid security shall be made payable to the Treasurer of the City of Charles City, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the municipality as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the municipality insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The municipality will accept bid bond forms that meet the Requirements of Iowa Code, Section 384.97(5).

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

The City of Charles City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex age, or disability in consideration for an award.

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

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The work under this project shall be completed on or before June 19, 2026.

Payment for said “Brackett Street CN Railroad Crossing Improvement Project“ will be made from cash on hand or from such other funds as may be legally used for such purposes. The Contractor shall prepare monthly a summary of the quantities of completed work. The Engineer will verify the summary prior to preparing the payment application. Monthly estimates will be made by the CITY and payment will be made to the CONTRACTOR in the amount of ninety seven percent (97%) of said estimate on or about the tenth of the following month. In accordance with Iowa Code Chapter 573, final payment of retained funds shall be released thirty (30) days following the City Council action accepting the project and authorizing final payment.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City Council and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Charles City Engineering Department which plans and specifications and the proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the Charles City City Clerk and may be examined by the bidders.

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $10.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Electronic copies of the bidding documents are available by contacting the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# INFORMATION FOR BIDDERS

Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council
Charles City, Iowa
Bid for 2026 Brackett Street CN Railroad Crossing
Improvement Project

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Telegraphic or facsimile proposals will not be considered, but modifications by telegraph or facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.

Proposal Guaranty

See Notice to Bidders for requirements and responsibility.

Award

The City Council will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, any unresponsive bid, or to waive any technicalities in bids received.

Time for Completion

The work under this project shall be completed on or before June 19, 2026.

Any extension of time shall be at the discretion and express approval of the City Council.

Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the City Council, he/she shall be held liable, as liquidated damages, for a sum equal to one hundred dollars ($100.00) per day for each day after the time set for completion.

Return of Proposal Guaranty

Proposal guarantees of the lowest two or more bidders may be retained until a contract is awarded or rejection made, but not to exceed forty-five (45) days after the opening of bids. Other proposal guarantees not retained may be returned after the canvas and tabulation of bids is completed.

Owner

Whenever the term “Owner” appears in these specifications, it shall mean the City of Charles City, Iowa.

Engineer

Whenever the term “Engineer” appears in these specifications, it shall be understood to mean the Charles City City Engineer, or duly authorized representative(s), such representatives acting severally within the scope of the particular duties entrusted to them.

Drawings

The drawings which show the details of the work specified herein are designated the “Plans” and form an integral part of the specifications and contract documents.

Right-of-Way

The Owner will furnish all property or right-of-way (ROW) necessary for the construction of the project. The Contractor shall conduct his operations within the right-of-way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

Payment and Contractor’s Responsibility

By the fourth ($4^{th}$) of each month, the Contractor shall present to the Engineer a listing of quantities completed during the previous month for the preparation of a monthly payment request. Failure in submitting a quantity listing in a timely manner may delay payment to the Contractor.

The Contractor should refer to the Notice to Bidders for the method of financing and work progress payments. Payment will be made from cash on hand or from such other funds from the Fiscal Year 2026 budget.

Product Names Stipulated

Catalog numbers and product names are given for identification purposes only and the Contractor may use equivalent materials of other reputable manufacturers that are similar in design and equal in performance subject to the approval of the Engineer.

Schedule of Work and Pre-Construction Conference

The Contractor to whom an award is made is expected to prepare a schedule of work for the Engineer's approval prior to the beginning of construction.

The pre-construction conference shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. Representatives of the various utility companies will be invited to the pre-construction conference to begin early coordination and cooperation.

Bond and Insurance Requirements

The Contractor shall present the following documents before completion and signing of the contract:

A. Performance Bond equal to 100% of the contract amount.

B. Maintenance Bond whereby the Contractor expressly agrees to maintain the work for two (2) years from the date of final acceptance by the City Council. It is understood and agreed that the maintenance shall cover all repairs and replacements made necessary by defects in material and workmanship and such maintenance shall be provided without additional charge or cost to the Owner.

C. The Contractor shall file an insurance certificate verifying the insurance coverage's required in Section 1070 of the General Provisions and Covenants.

Sales Tax Form

All sales and use taxes associated with the project construction shall NOT be included in the Contractor's bid. No allowance shall be made over the contract sum for any tax claims. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract.

Plan Availability

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $20.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Bidders may contact the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct the 2026 Brackett Street CN Railroad Crossing Improvement Project.

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work, are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Conditions and Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

| Addendum No. | Dated |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Contractor understands that this proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

With the above understood, the undersigned proposes to furnish the materials, labor, machinery, and equipment to construct the project items at the prices shown on the following pages:

| | Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1. | Class 13 Excavation | C.Y. | 375 | $_____ | $_____ |
| 2. | Embankment Excavation | C.Y. | 730 | $_____ | $_____ |
| 3. | Subgrade Repair | Ton | 50 | $_____ | $_____ |
| 4. | 8” Class A Crushed Stone | Ton | 600 | $_____ | $_____ |
| 5. | 12” Reinforced Concrete Culvert Pipe | L.F. | 46 | $_____ | $_____ |
| 6. | SW-512 Circular Intake | Each | 1 | $_____ | $_____ |
| 7. | 18” Reinforced Concrete Storm Sewer Pipe | L.F. | 116 | $_____ | $_____ |
| 8. | Apron Footing | Each | 1 | $_____ | $_____ |
| 9. | Street Pavement Removal | S.Y. | 16 | $_____ | $_____ |
| 10. | 7” PCC Street Pavement | S.Y. | 35 | $_____ | $_____ |
| 11. | Topsoiling and Seeding | S.F. | 5,000 | $_____ | $_____ |
| 12. | Railroad Flaggers | Day | 5 | $_____ | $_____ |
| 13. | Railroad Protective Insurance | | Lump Sum | | $_____ |
| 14. | Construction Layout and Surveying | | Lump Sum | | $_____ |
| 15. | Temporary Traffic Control | | Lump Sum | | $_____ |
| 16. | Mobilization | | Lump Sum | | $_____ |
| | | | | **Total Bid** | **$_____** |

Dated this _____ day of _____, 2026.

_____

Letting Date: March 12, 2026
Letting Time: 2:00 PM
Letting Place: Charles City Temporary City Hall
507 Clark Street
Charles City, Iowa 50616

By_____

Address_____

_____

# CONTRACT

This contract, made as of the _____ day of_____, 2026 by and between City of Charles City, Iowa, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed 2026 Brackett Street CN Railroad Crossing Improvement Project hereinafter called the Project, in accordance with the Drawings, Specifications, Addenda and other Contract Documents prepared by the Charles City Engineering Department.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

2. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of:
_____ Dollars ($_____) in accordance with the provisions of the Contract Documents.

3. This contract and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

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

5. IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

_____
Contractor

_____
By

_____
City State

_____
Mayor

_Charles City, __Iowa_____
City State

ATTEST:

_____
City Clerk

**PERFORMANCE AND MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

_____

(Hereinafter called the "Principal")

_____

a (Corporation) (Partnership) (Individual)

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto _____ (hereinafter called the "Obligee,") in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 2026, the said Principal entered into a written agreement with said Obligee for the construction of 2026 Brackett Street CN Railroad Crossing Improvement Project as set forth in detail in the Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Proposal, Plans, Specifications, Notice to Bidders, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due

them for labor performed or materials 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 public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as by law.

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

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the _____ day of _____, 2026.

(SEAL)

ATTEST: _____ _____
Principal

By: _____

Title: _____

(SEAL)

ATTEST: _____ _____
Surety

By: _____

# SPECIAL PROVISIONS

GENERAL

1. Project Description and Locations

The project consists of furnishing and installing roadway excavation, Class A Roadstone, reinforced concrete pipe, intake, RCP aprons, seeding, and miscellaneous related work located at the Brackett Street crossing of the CN Railroad, DOT/FRA Crossing Number 308911J, as shown in the project plans all in Charles City, Iowa.

2. Items Incidental to the Project

Items indicated on the plans and not listed separately on the Proposal Form shall be included in the construction as part of the Contractor's responsibility at no additional cost to the Owner.

3. Existing Utilities

The Contractor shall contact the utility companies having existing facilities in the project area to determine the exact location of their buried facilities. It shall be the Contractor's responsibility to inform, periodically, the affected utility managers of his operations.

The Contractor shall protect the identified facilities from damage due to his/her operations. The Contractor shall be responsible for any damage to located and identified facilities.

4. Preconstruction Conference

Prior to commencing construction, a preconstruction conference will be held to work out the details of accomplishment of the project. Items of consideration to be discussed at the preconstruction conference include traffic control, construction scheduling, and any other items pertinent to successful completion of the Project.

5. Clearing

Prior to any excavations and construction, all site clearing shall be performed. Clearing shall consist of the removal and disposal of trees and stumps, brush, granular surface, and rubbish on the site. Clearing shall include tree removal and be in accordance with Section 2010 of the Standard Specifications. Tree removal near the 18" storm sewer outlet shall be kept to a minimum. Clearing shall not be measured and paid for separately but shall be considered incidental to the contract.

7. Removals and Excavation

All removals, excess earth, pavement debris, and other materials removed for the project construction will be the property of the Owner and shall be disposed of by the Contractor in any legal area of disposal or as otherwise directed by the Owner.

8. Street Closings

The Contractor shall notify the appropriate City of Charles City officials and affected residents at least 48 hours prior to setting up traffic control within the project area. The streets shall remain open to traffic during construction. Warning signs and barricades shall be provided to adequately alert motorists to the construction work.

9. Temporary Traffic Control

The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing Lights and/or reflectorized devices shall be provided for nighttime marking. Traffic Control shall be in accordance with the Iowa DOT Standard TC Road Plans and the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).

Safety closures in accordance with TC-252 shall be placed at approximate Stations 9+00 and 18+50, at Do It All Services' (1203 North Grand Avenue) driveway at Brackett Street, and at Farmer's Feed and Grain Company's access to Brackett Street. The Contractor shall contact the area businesses prior to placing temporary traffic control.

The Contractor shall coordinate the street closure with T&C Machine to allow their access and operations to continue. As shown on the plans, the Contractor shall maintain access to T&C Machine's storage building's overhead door during construction.

A Lump Sum bid item is provided for Temporary Traffic Control to include furnishing, installing, and maintaining required traffic control signs and devices.

10. Site Restoration

The term Site Restoration applies to the backfilling and required compaction of trenches and related excavation, the removal of excess materials, the shaping of streets adjacent to the excavation, the shaping of parking areas and the related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

11. Precedence within the Specifications

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

12. Specifications

Standard Specifications shall be the Iowa Statewide Urban Design and Specifications (SUDAS) and reference specifications shall be the Iowa DOT Standard Specifications for Highway and Bridge Construction, Series of 2015 and supplemental specifications. Any reference to an earlier series shall be revised to the current specification.

13. Protection of Work and Property

The Contractor is responsible for job-site safety and for protection of workers and the public from construction site hazards. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury of loss arising in connection with the contract.

The Contractor shall confine the work to the limits of the easements or right-of-way provided for the construction work by the City unless the Contractor makes other separate arrangements with adjacent property owners. The Contractor will be held responsible for any damages sustained to adjoining public or private property as a result of the work and shall restore and replace all such damaged property at his/her expense. Any damage to paved areas or rutting and damage to grass areas shall be restored and replaced at no additional cost to the owner.

14. Construction Site Safety

The Contractor is responsible for maintaining a safe construction work site and for complying with all applicable local, State, and Federal health and safety requirements during the course of the construction work. The methods, means, and techniques of the construction work are solely the Contractor's responsibility.

15. Construction Layout and Surveying

The Contractor shall be responsible for construction layout and surveying for the project in accordance with Section 11010 of the SUDAS Reference Specifications.

A Lump Sum bid item is provided for Construction Layout and Surveying to include all costs for labor, equipment, and materials to provide this service.

## ROADWAY EXCAVATION

### 1. General

Roadway Excavation shall be in accordance with Section 2010 of the Standard Specifications, these Special Provisions, and the Plans.

Excavation of every description and of whatever substances encountered within the limits of the project shall be performed to the lines and grades indicated on the drawings. All excavated areas shall be excavated in such a manner as to afford adequate drainage eliminating ponding of water on the excavated area.

Generally, excavation extends behind the shoulder line to the roadway right-of-way to prepare the area of topping off with topsoil.

### 2. Class 13 Excavation

Class 13 Excavation shall consist of stripping nine inches (9”) of the existing aggregate surface from the area of embankment construction, stockpiling the existing aggregate material, and in a uniform manner respreading the material to form the top of the subgrade. The approximate stockpiling areas are shown on the plans. Following construction, the pavement areas used for stockpiling shall be swept clean.

### 3. Embankment Excavation

Embankment excavation shall consist of furnishing, placing, and compacting material in accordance with Section 2010.3.04 of the Standard Specifications to construct the subgrade to meet the elevations as shown on the plans. The Contractor shall utilize Type A Compaction when placing embankment material.

### 4. Subgrade

The bottom of the Class A Crushed Stone shall be known as the subgrade and shall conform to the lines, grades, and typical sections shown in the Plans.

All soft and yielding material and other portions of the subgrade, which shall not compact as previously, specified shall be removed and replaced as needed.

The base of the subgrade shall be relatively smooth, uniformly compacted, free from high or low spots, and have the proper cross slope. The Contractor shall be responsible for maintaining the subgrade prior to the placement of the crushed stone and shall repair any damage caused by weather, traffic, or other causes, to the satisfaction of the Engineer.

### 5. Grading Tolerances

Subgrade shall include the area within one foot (1') from the outside edge of the Crushed Stone and shall be graded to within 0.0 foot low and 0.2 foot high of finish subgrade. All other areas of grading shall be within 0.2 foot of the elevations or grades shown on the Plans.

6. Load Test / Subgrade Repair

After the subgrade has been filled and compacted to the proper elevation, the Contractor shall test the subgrade for areas of unstable material. The load test shall be performed using a loaded tandem dump truck with a load weight of at least fifteen (15) tons.

If areas of unstable subgrade material are encountered within the proposed limits and require excavation of the existing unstable soils, the extent of the excavation will be determined by the Engineer. It is anticipated that a three inch to five-inch (3"-5") ballast rock will be used to stabilize the subgrade.

The Contractor shall furnish supplier weight tickets to determine the tons of ballast rock used. The excavation of the unsuitable soil is incidental to the cost of the ballast rock. Payment shall be made on the basis of the unit price bid for the number of tons actually placed for Subgrade Repair.

7. Measurement and Payment

Measurement for Class 13 Excavation and Embankment Excavation shall be on the basis of the Plan Quantities as shown on the Proposal. Payment for Class 13 Excavation shall include all costs for labor, equipment, and materials to complete the Class 13 Excavation. Payment for Embankment Excavation shall be full compensation for excavating, furnishing, loading, transporting, backfilling, building, and compacting the embankments.

## 8” CLASS A CRUSHED STONE

### 1. General

The Contractor shall construct an eight-inch (8”) thickness of Class A Crushed Stone on the prepared subgrade in accordance with these Special Provisions and the Plans.

### 2. Material

The aggregate material shall be Class A Crushed Stone meeting the requirements for Gradation No. 11 of the Aggregate Gradation Table, Article 4109.02 and Table 4120.04-1 of the Iowa DOT Reference Specifications.

### 3. Construction

The aggregate material shall be placed on the prepared subgrade and compacted to provide a uniform profile alignment. The modified subbase shall be mechanically compacted to provide a firm, uniform support.

### 4. Measurement and Payment

Class A Crushed Stone shall be measured in Tons as determined from supplier provided tickets documenting the tonnage furnished to the site and used in the project construction. Payment shall be made at the unit price bid for the measured quantity.

STORM SEWER

1. General

The work consists of furnishing and installing reinforced concrete pipe, circular intake, apron flared end sections, and reinforced apron footing as shown and detailed on the plans and in accordance with Section 4030 of the Standard Specifications and these Special Provisions.

2. Reinforced Concrete Pipe and Structures

Reinforced concrete pipe and intake for the project shall be the type and sizes as indicated, shown, and detailed on the plans and meeting the requirements of Section 4020.

3. Measurement and Payment

Reinforced concrete pipe (RCP) shall be measured in lineal feet (L.F.). SW-512 intake and apron footing shall be measured on a per each basis. Payment shall be made on the basis of the unit price bid for the measured quantities. Flared end sections shall not be measured and paid for separately and shall be measured and paid for as the respective RCP. Payment shall include all costs for labor, equipment, and materials to properly construct the storm sewer.

## STREET PAVEMENT REMOVAL AND 7” PCC STREET PAVEMENT

### 1. General

The work consists of the construction of street pavement removal and 7” PCC street pavement in accordance with Sections 7030 and 7040 of the Standard Specifications, plans, and these Special Provisions.

### 2. Pavement Removal

Removal of existing pavement shall be to the extent marked prior to the start of construction as directed by the Engineer and shall be in accordance with Section 7040 3.02. The Contractor shall saw pavement to full depth at the removal limits. The Contractor shall use care during the pavement removal to ensure removals are made to a clean vertical pavement edge without damaging the underlying pavement slab. If pavement areas and/or underlying slabs are damaged due to insufficient saw cutting, the Contractor shall resaw, remove, and replace damaged areas without additional compensation. Pavement removals shall be removed from the project site by the Contractor and disposed of in legal disposal/stockpile sites.

### 3. Subgrade Preparation

The area of 7” PCC Street Pavement shall be graded to the proper subgrade elevation and cross section. The subgrade shall be mechanically compacted to provide a firm, uniform support.

No separate measurement or payment will be made for the subgrade preparation; it shall be considered incidental to the appropriate bid item.

### 4. Pavement Type

The PC Concrete mix design shall be an Iowa DOT Type C mix for PCC Street Pavement. Street pavement shall be seven inches (7”) thick. It shall be the Contractor’s responsibility to keep the area barricaded until the pavement strength has been attained and use of the areas can be resumed. BT Rigid Tie (Drilled) Joints shall be used when abutting new PCC pavement to existing PCC pavement. BT-1 joints shall not be measured and paid for separately and shall be considered incidental to the appropriate bid item.

### 5. Measurement and Payment

Street Pavement Removal and 7” PCC Street Pavement shall be measured in square yard (S.Y.) of surface area. Payment will be made on the basis of the unit price bid for the measured areas. Payment will include all costs for labor, equipment, and materials to properly remove and dispose of the pavement and to properly construct the new pavement.

## TOPSOILING AND SEEDING

### 1. General

Topsoiling and seeding of the disturbed areas shall be in accordance with Section 2010 and Section 9010 of the Standard Specifications, these Special Provisions, and the Plans. Seeding shall include fertilizing and mulching as specified in Section 9010.

### 2. Topsoiling

Topsoil shall be stripped from areas to be excavated and shall be stockpiled for later use in topping off the backfilled areas as part of preparing the seed bed. The Contractor shall grade the backfilled excavated areas to match the surrounding conditions.

The top four-inches (4”) of the exposed backfill material in the disturbed grass areas shall consist of suitable topsoil material obtained from stripping and stockpiling operations and from a Contractor provided source. All areas of construction shall be compacted and finished to neat lines and shall include the placing of a minimum of four- inches (4") of topsoil.

At the completion of the placement of topsoil, it shall be leveled smooth with large clods and rocks removed. The surface condition and slopes shall be such that only final finishing for seeding is required.

### 3. Seedbed Preparation Approval

Topsoil shall be placed and appropriately finished for an acceptable seedbed. The Contractor shall remove clods, lumps, roots, litter, other undesirable material, and stones larger than 1 inch. Following the preparation of the seedbed and prior to initiating seeding operations, the Contractor shall seek and receive approval of the seedbed preparation. Seeding shall be completed within one (1) week of receiving seedbed preparation approval. If the construction site receives a rain event greater than one half (1/2) inch between receiving seedbed parathion approval and completing the seeding operations, the Contractor shall seek and receive an updated seedbed preparation approval.

If seeding is performed prior to receiving seedbed preparation approval, the Contractor may be required to correct the seedbed and reseed at no additional cost.

### 4. Materials

In lieu of the Type 1 (Permanent Lawn Mixture) as outlined in Paragraph 2.02, Section 9010, a commercial seed mixture may be substituted with the approval of the Engineer. Mulch shall be a hydro mulch. Straw mulch shall not be used.

### 5. Watering

The Contractor shall perform the initial watering of the seeded area. Subsequent waterings shall be the responsibility of the Owner.

6. Measurement and Payment

The area of topsoiling and seeding shall be measured in square feet (S.F.) of surface area. Payment shall be made on the basis of the unit price bid for the measured area. Payment shall include all costs for labor, equipment, and materials to properly topsoil, prepare the seedbed, apply seed, and water.

## RAILROAD PROTECTIVE INSURANCE

### 1. General

When working within the Cedar River Railroad Co. (Canadian National Railway Co.) (CEDR – CN) right-of-way, the Contractor shall provide insurance and obtain a Right Of Entry (ROE) Permit in accordance the requirements of the CEDR-CN as attached and made a part of these Special Provisions (Iowa DOT DS-23047).

The attached ROE Agreement shall be completed by the Contractor following the City Council's award of the project. A Microsoft Word document will be provided to the awarded Contractor to facilitate the application process. The completed and signed agreement shall be sent to Diane R. Lewis, Public Works Manager CN Railroad and sent by email at: diane.lewis@cn.ca.

### 2. Flagging Service

As required by the ROE Permit, required Flagging service shall be performed by the CEDR-CN Railroad or the designated representative. The Contractor shall make arrangements with the CEDR-CN Railroad or designated representative for such flagging service as CEDR-CN deems necessary for the protection of railroad traffic. All such Flagging service shall be at the Contractor's expense.

### 3. Measurement and Payment

Railroad Protective Insurance shall be measured and paid for on a Lump Sum basis and shall include all costs for labor, insurance, permitting, and coordination to provide this service (excluding flagging). Flagging service shall be measured and paid for on a per day basis as invoiced by the CEDR-CN Railroad. Payment for Flagging and Watchman service shall include all costs to provide this service.

**DEVELOPMENTAL SPECIFICATIONS
FOR
CONSTRUCTION OR MAINTENANCE WORK ON RAILROAD RIGHT-OF-WAY (CHICAGO, CENTRAL, & PACIFIC RAILROAD COMPANY AND CEDAR RIVER RAILROAD COMPANY)**

**Effective Date
November 21, 2023**

**THE STANDARD SPECIFICATIONS, SERIES 2023, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE DEVELOPMENTAL SPECIFICATIONS AND THEY PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.**

## 23047.01 DESCRIPTION.

This specification applies to projects on the Interstate, Primary, Secondary, and Local Road systems involving construction or maintenance of roadways and structures on Chicago, Central, and Pacific Railroad Company and Cedar River Railroad Company (collectively CCP) Right-of-way (ROW).

This specification describes the following:

- Requirements when work is within the ROW or properties of the CCP and adjacent to tracks, wire lines, and other facilities.
- Coordination with CCP when work by the Contractor will be performed upon, over, or under the CCP ROW, or may impact current or future CCP operations.

CCP representatives will be the persons identified by the CCP Chief Engineer to handle specific tasks related to the project. The attachments specify the contact information for these individuals.

Prior to advertising the project for letting, Contracting Authority will negotiate and obtain an agreement with the CCP for the work on CCP ROW. Contractor will also be required to enter into a Right of Entry agreement with the CCP for the purpose of coordinating Contractor work and CCP train activities. A copy of this agreement is attached as DS-23047, Attachment A.

Contractor shall provide physical barriers approved by CCP to protect track and ballast from damage and contamination when the Contractor's equipment is operating within 25 feet from nearest rail.

## 23047.02 REQUESTS FOR INFORMATION.

Requests for information involving work within any CCP ROW shall be in accordance with the procedures listed in the contract documents. Requests shall be submitted to the Engineer. Engineer will forward the request to the CCP as necessary.

## 23047.03 CONSTRUCTION AND AS-BUILT SUBMITTALS.

**A.** Submittals are required for construction materials and procedures as outlined below. The submittals shall include all review comments from the Engineer. Design submittals shall be stamped and signed by a Professional Engineer registered in the State of Iowa.

**B.** The tables below provide CCP's minimum submittal requirements for the construction items noted. Submittal requirements are in addition to those specified elsewhere in the contract documents. The minimum review times indicated below represent CCP's requirements only. Contractor shall allow additional time for the CCP's review time as stated elsewhere in the contract documents.

For this specification the following definitions shall apply:

- Overpass: when the roadway bridges over the railroad.
- Underpass: when the roadway crosses under the railroad.

**C.** Submittals will be made by the Engineer to the CCP. Items in Table DS-23047.04-1 shall be submitted for both railroad overpass and underpass projects, as applicable. Items in Table DS-23047.04-2 shall be submitted for underpass projects only.

Prior to or during construction of underpass structures, the CCP requires the review and approval of drawings, reports, test data, and material data sheets to determine compliance with the specifications. Product information for items noted in Table DS-23047.04-2 shall be submitted to CCP through the Engineer for their review and approval. The signed submittal and the Engineer's review comments will be reviewed and approved by CCP.

**Table DS-23047.04-1: Review Sets and Minimum Time for Review**

| Description | Sets Required | CCP's Minimum Review Time |
|---|---|---|
| Shoring design and details | 2 | 4 weeks |
| Falsework design and details | 2 | 4 weeks |
| Drainage design provisions | 2 | 4 weeks |
| Erection diagrams and sequence | 2 | 4 weeks |
| Demolition diagram and sequence | 2 | 4 weeks |

**Table DS-23047.04-2: Sets Required**

| Description | Sets Required | Notes |
|---|---|---|
| Shop drawings | 4 | Steel and Concrete members |
| Bearings | 4 | For entire structures |
| Concrete Mix Designs | 4 | For entire structures |
| Rebar & Strand certifications | 4 | For superstructure only |
| 28 day concrete strength | 4 | For superstructure only |
| Waterproofing material certifications and installation procedure | 4 | Waterproofing & protective boards |
| Structural steel certifications | 4 | All fracture critical members & other members requiring improved notch toughness |
| Fabrication and Test reports | 4 | All fracture critical members & other members requiring improved notch toughness. |
| Welding Procedures and Welder Certification | 4 | AWS requirements |
| Foundation Construction Reports | 4 | Pile driving, drilled shaft construction, bearing pressure test reports for spread footings. |
| Compaction testing reports for backfill at abutments | 4 | Must meet 95% maximum dry density, Modified Proctor ASTM D 1557. |

**D.** As-Built Records will be submitted to the CCP by the Contracting Authority within 1 year of completion of the structures. These records shall consist of the following items:

1. **Overpass Projects:**
   - Electronic files of all structure design drawings with as-constructed modifications shown in Auto-Cad Civil 3D or Acrobat .PDF format.
   - Hard copies of all structure design drawings with as-constructed modifications shown.

2. **Underpass Projects:**
   - Electronic files of all structure design drawings with as-constructed modifications shown, in Auto-Cad Civil 3D or Acrobat .PDF format.
   - Hard copies of all structure design drawings with as-constructed modifications shown.
   - Final approved copies of shop drawings for concrete and steel members.
   - Foundation Construction Reports
   - Compaction testing reports for backfill at abutments

**23047.04 SITE INSPECTIONS BY THE CCP.**

Site inspections may be performed by the CCP at any point during construction, including but not limited to the following:

- Preconstruction meetings
- Pile driving, drilling of caissons or drilled shafts
- Reinforcement & concrete placement for railroad bridge substructure or superstructure
- Erection of precast concrete or steel bridge superstructure
- Placement of waterproofing (prior to placing ballast on bridge deck)
- Completion of the bridge structure

A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided to the Engineer for submittal to the CCP for review and approval prior to commencement of work. This schedule shall also include the anticipated dates when the above listed events will occur. This schedule shall be updated for the above listed events as necessary, but at least monthly so that site visits may be scheduled.

**23047.05 CCP REPRESENTATIVES.**

CCP representatives will be provided at the expense of the Contractor to protect CCP facilities, property, and movements of its trains or engines. CCP may, at the Contractor's sole cost, risk and expense, furnish whatever protective services it considers necessary, including, but not limited to, flagger(s), inspector(s), and stand-by personnel.

In general, CCP will furnish such personnel or other protective services as follows:

- Flagging protection will be required during any operation involving direct and potential interference with CCP's tracks or traffic. This may include but is not limited to fouling of railroad operating clearances, reasonable proximity of accidental hazard to railroad traffic, work within 25 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems protective services necessary, which may include work on or off CCP's property more than 25 feet from the nearest centerline of a railroad track, such as any equipment extension (including but not limited to a crane boom) that will reach or has the potential to reach within 25 feet of any track.
- For any excavation below elevation of track subgrade if, in the opinion of CCP, track or other CCP facilities may be subject to settlement or movement.
- During any clearing, grubbing, excavation, or grading, or other construction activity in proximity to CCP facilities, which, in the opinion of CCP, may endanger CCP facilities or operations.
- During the Contractor's operations when, in the opinion of CCP, CCP facilities, including, but not limited to, tracks, buildings, signals, wire lines, or pipe lines, may be endangered.
- The Contractor shall arrange with the CCP to provide the adequate number of flag persons to accomplish the work.

Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. Prepayment will be based on Contractor's estimated time for needing protective services, and if that prepayment will be exhausted prior to the expiration of the contractor's need for protective services, additional prepayment funds will be needed to cover the new projected completion of the project.

In the event CCP is unable to furnish flagging protection, inspection services, or standby personnel at the desired time or on the desired date(s), Contractor shall not perform the said operation or work until such time and date(s) that appropriate CCP services can be made available. CCP shall not be liable for any delay or increased costs incurred by Contractor owing to CCP's inability or failure to have appropriate CCP services available at the time or on the date requested.

**23047.06 INSURANCE.**

Before the contract is awarded, Contractor shall submit to the Department a certificate of insurance evidencing the coverage. The certificate shall identify the insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (including project number). Policies shall provide no less than 30 calendar days prior written notice to Contracting Authority and Railroad of cancellation or material change in policies. Following award of the Contract, the Contractor shall submit a certificate of insurance evidencing the foregoing coverage to the Railroad and Contracting Authority (if other than the Department), and a certified, true, and complete copy of policy or policies to the Contracting Authority and Railroad. Upon request from either the Contracting Authority or Railroad, a certified duplicate original of any required certificate or policy shall be furnished at no cost to the Contracting Authority or Railroad.

Contractor shall not enter upon or over CCP's ROW until the Engineer and CCP have been furnished the insurance policies, binders, certificates, and endorsements required by the contract documents and the Right of Entry Agreement (Attachment A) has been executed by the Contractor and CCP. Insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from CCP's property and cleans the premises in a manner reasonably satisfactory to CCP.

In addition to providing to CCP the insurance binders, endorsements, and certificates described below, Contractor shall also provide the subcontractor insurance endorsements described in Article DS-23047.08; ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.

Contractor shall provide the following kinds of insurance:

**A. Railroad Protective Insurance.**

The Contractor shall provide for and on behalf of the CCP, Railroad Protective Insurance as stated in the Code of Federal Regulations, Title 23, Part 646, and any revisions thereto issued by the Federal Highway Administration for damages due to bodily injury or death of persons, and injury to or destruction of property resulting from the operations of the Contractor, subcontractors, or their agents, officers, or employees on this project.

Railroad Protective Liability Insurance is required for work involving elimination of hazards of railroad highway crossings and other highway work wholly or partly within Railroad ROW. This insurance shall name either the Chicago, Central & Pacific Railroad Company or the Cedar River Railroad Company, as determined by project location, as the Insured with coverage of at least $5,000,000.00 per occurrence and $10,000,000.00 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and on ISO form CG 28 31 10 93.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy shall be provided to the Engineer and Railway prior to performing work.

Contractor shall use the website listed below to acquire Railroad train movement information for the purpose of obtaining Railroad Protective Liability Insurance:

http://safetydata.fra.dot.gov/OfficeofSafety/PublicSite/Crossing/Crossing.aspx

The US DOT Crossing Inventory Number will be located in the project plans. Zero trains per day will be displayed on the crossing inventory report for locations with grade separated crossings or at-grade crossings when there is less than one train per day. In these situations generating a map to find alternative crossing locations may be used to provide the number of trains per day and speed nearest the project location.

**B. Commercial General Liability Insurance.**
Commercial General Liability (CGL) (occurrence based) with a limit of not less than $5,000,000.00 each occurrence and an aggregate limit of not less than $10,000,000.00. CGL insurance shall be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

Policy shall also contain the following endorsement, which shall be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing either “Chicago Central & Pacific Railroad Company” or “Cedar River Railroad Company Property”, as the case may be, as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

**C. Business Automobile Coverage Insurance.**
Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000.00 for each accident.

Policy shall contain the following endorsements, which shall be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing “Chicago Central and Pacific and Cedar River Railroad Company Property” as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90), if required by law.

**D. Workers Compensation and Employers Liability Insurance.**
Coverage shall include, but not limited to:

- Contractor's statutory liability under the workers' compensation laws of the State of Iowa.
- Employers' Liability (Part B) with limits of at least $500,000.00 each accident, $500,000.00 disease policy limit, $500,000.00 each employee.

If Contractor is self-insured, evidence of the State of Iowa’s approval and excess workers compensation coverage shall be provided. Coverage shall include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

Policy shall contain the following endorsement, which shall be stated on the certificate of insurance:

Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing CCP in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**E. Umbrella Insurance.**
If Contractor utilizes umbrella policies, these policies shall "follow form" and afford no less coverage than the primary policy. Excess coverage is not allowed.

**F. Pollution Liability Insurance.**
Pollution liability coverage shall be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00.

If scope of work as defined in this contract includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor shall furnish to CCP evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000.00 per loss, and an annual aggregate of $2,000,000.00.

**G.** Policy(ies) required above (except worker's compensation and employers liability) shall include "all operating subsidiaries of North American Railways, Inc." as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to "all operating subsidiaries of North American Railways, Inc." as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for the CCP's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions contained in the specifications.

**H.** Punitive damages exclusion, if any, shall be deleted (and the deletion indicated on the certificate of insurance), unless the law governing prohibits all punitive damages that might arise in connection with this contract.

**I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors, and employees. This waiver shall be stated on the certificate of insurance.

**J.** The address to be shown for "Chicago, Central & Pacific Railroad Company and its Parents"~~,~~ or "Cedar River Railroad Company and its Parents"~~, and "All operating subsidiaries of North American Railways, Inc."~~ on all policies and certificates shall be:

~~Attn: Mgr. Insurance, Insurance Department~~
~~935 de La Gauchetiere St W~~
~~Montreal, Quebec H3B 2M9, Canada~~
~~514.399.6411 (office), 514.399.4296 (facsimile)~~
Attn: Diane Lewis
17641 S Ashland Ave
Homewood Il, 60430
715.332-3557 (office)
Diane.Lewis@cn.ca

**K.** Insurance policies shall be written by a reputable insurance company acceptable to the CCP or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the State of Iowa.

**L.** The fact that insurance is obtained by the Contractor or by the CCP on behalf of the Contractor shall not be deemed to release or diminish the liability of the Contractor, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by the CCP from the Contractor or any third party shall not be limited by the amount of the required insurance coverage.

**23047.07 ASSIGNMENT, SUBCONTRACTING, AND INSURANCE ENDORSEMENTS.**
Contractor shall not assign or subcontract the provisions of this specification, or any interest therein, without the written consent of the Engineer. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, they shall, except to the extent prohibited by law; (1) require each subcontractor to include the Contractor and “all operating subsidiaries of North American Railways, Inc.” as "Additional Insureds" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each subcontractor to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each subcontractor to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

**23047.08 ADDITIONAL SAFETY REQUIREMENTS.**
Personnel employed by the Contractor or subcontractors shall complete the course “CN Contractor Security/Safety Course”, and be registered prior to working on CCP property, except that such personnel are not required to execute the Right of Entry form for contractors, it being understood that all contractors or subcontractors shall instead execute the Right of Entry Agreement attached to this specification. The CCP orientation course is available at: www.contractororientation.com. This course shall be completed annually.

CCP has exempted from this requirement those it classifies as “Delivery Persons” from this training, such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

Contractor shall require its employees to be suitably dressed to perform their duties safely. Contractor shall require workers to wear personal protective equipment as specified by CCP rules and regulations. Personal protective equipment will be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition. Protective equipment shall include, but not be limited to the following PPE listed below that meet the U.S. ANSI standards (American National Standards Institute):

- Eye and face protection ANSI Z 96.1
- Head protection ANSI Z 89.1
- Foot protection ANSI Z 41.1
- High Visibility apparel ANSI / ISEA Z 107

Additional eye protection shall be provided to meet specific job situations such as welding, grinding, burning, etc.; and hearing protection which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Only waist length shirts with sleeves and trousers covering the entire leg shall be worn. Flare-legged trouser bottoms shall be tied to prevent catching.

CCP requires that the Contractor provide their personnel with the proper training, and that Contractor’s personnel are provided with 1) a sticker to be affixed visibly on their hard hat and 2) a qualification card so that CCP employees know that Contractor’s personnel are familiar with CCP safety practices and proof of having successfully completed the “CN Contractor Security/Safety Course” course. If a Contractor’s employee does not have the sticker and qualification card, that Contractor employee will not be allowed on CCP property.

Heavy equipment operating within CCP ROW shall be equipped with audible back-up warning devices. If in the opinion of the CCP the Contractor’s equipment is unsafe for use on CCP’s ROW, Contractor shall remove such equipment from CCP ROW.

Contractor shall promptly notify CCP of any U.S. OSHA or FRA reportable injuries occurring to any employee that arises during the work performed on the work site within CCP ROW or for CCP.

If at any time the Engineer or CCP is of the opinion that any work of the Contractor is being or is about to be done or prosecuted without due regard and precaution for safety and security, or in violation of any applicable safety rule, the Engineer may suspend work until proper protective measures are adopted and provided to the satisfaction of the CCP. In addition, if CCP has a reasonable, good faith belief that the Contractor is engaging, or is about to engage, in any activity that poses a substantial risk of causing great bodily injury or death to any person, or significant property damage, CCP may suspend the work of the Contractor and shall as soon as possible thereafter contact the Engineer to review the circumstances of the work stoppage. CCP shall thereafter abide by the decision of the Engineer as to the necessity of the work stoppage.

**23047.09 SAFETY MEASURES-PROTECTION OF OPERATIONS.**
Contractor shall perform work in a safe manner and in conformity with the following standards:

**A. Explosives.**
Contractor shall not discharge any explosives on or in the vicinity of the CCP's property without the prior consent of the CCP, which shall not be given if, in the sole discretion of the CCP, such discharge would be dangerous or would interfere with the CCP's property or facilities. For the purposes hereof, the "vicinity of the CCP's property" shall be deemed to be any place on the CCP's property or in such close proximity to the CCP's property that the discharge of explosives could cause injury to the CCP's employees or other persons, or cause damage to or interference with the facilities or operations on the CCP's property. CCP reserves the right to impose limitations on the transportation, handling, storage, security, and use of explosives as the CCP, in the CCP's sole discretion, may deem to be necessary, desirable, or appropriate. In addition to any limitations as may be specifically imposed:

**1.** Contractor shall provide no less than 48 hours written notice, excluding weekends and holidays, before discharging any explosives.

**2.** Any explosives loaded in holes, placed or otherwise readied for discharge, shall be discharged the same day during daylight hours, and at mutually acceptable times.

**3.** Contractor, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction, or interference arising out of or connected with any blasting or any transportation, handling, storage, security, or use of explosives.

**B. Obstructions to View.**
Except as otherwise provided herein, Contractor shall not cause or permit the view along the tracks of the CCP to be obstructed, nor place any combustible material on the crossing area, nor erect any structures thereon except as allowed by the contract documents.

**C. Excavation.**
Contractor shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, impair, or endanger the clearance between existing or new slopes and the tracks of the CCP. Contractor shall not perform work that may disturb stability of any area or adversely affect CCP's tracks or facilities. Contractor, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation or trenching performed by them in connection with construction, maintenance, or other work. Shoring and cribbing shall be constructed and maintained with materials and in a manner approved by CCP to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by CCP's operations in the vicinity.

**D. Drainage.**
Contractor, at its expense, shall provide and maintain suitable facilities for draining the highway and its appurtenances, and shall not suffer or permit drainage water to flow or collect upon property of CCP that may adversely affect any of CCP’s operations, equipment or any third

parties with permitted facilities on CCP's ROW. Contractor, at its own expense, shall provide adequate passageway for the waters of any streams, bodies of water, and drainage facilities (either natural or artificial, and including water from CCP's culverts and drainage facilities), so that said waters may not, because of any facilities or work of Contractor, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the CCP or any part thereof, or property of others. Contractor shall not obstruct or interfere with existing ditches or drainage facilities.

**E. Clearances.**

Contractor shall provide a minimum vertical clearance of 22.0 feet above top of rails and a minimum lateral clearance of 12.5 feet from centerline of track nearest temporary construction falsework. No materials, supplies, or equipment will be stored within 25 feet from centerline of any railroad track, measured at right angles thereto.

Proposed changes to specified minimum clearances shall be submitted in writing to CCP, through the Engineer, at least 30 calendar days in advance of the work. No work shall commence until Engineer receives concurrence, in writing, from CCP that approval is given and that arrangements have been made for flagging service, as may be necessary. CCP will have 15 calendar days to respond to the request.

**F. Demolition of Existing Structures.**

Contractor shall submit demolition plans to the Engineer for review and approval. Engineer will forward such plans to CCP as identified in the project agreement for CCP to review and approve. Demolition performed over or near CCP track will require proper protective shielding or other measures (as identified on the plans) as maybe required by CCP, and Contractor shall be required provide signed plans, signed by a Professional Engineer licensed in the State of Iowa, and schedule for review and approval by CCP. Such protective shielding or measures shall be designed for immediate removal by Contractor whenever instructed to do so by CCP. Demolition shall not be undertaken until CCP has advised Engineer of its approval of the plans and schedule, and Contractor has received the Engineer's and CCP's written approval of such demolition plans and schedule. All such reviews and approvals or rejections will be completed by the Engineer and CCP within 45 calendar days of receipt from Contractor.

**23047.10 WALKWAYS.**

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for CCP's use in walking along trains, extending to a line not less than 12 feet from centerline of track, shall be maintained. Temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while CCP's flagging service is provided shall be removed before the close of each work day. Walkways with railings shall be constructed by Contractor over open excavations when in close proximity of track, and railings shall not be closer than 8.5 feet horizontally from center line of tangent track or 9.5 feet horizontally from centerline of curved track.

**23047.11 EXCAVATIONS IN CLOSE PROXIMITY TO CCP FACILITIES.**

Contractor shall take special precaution in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls, or other facilities that require shoring shall comply with the following requirements: OSHA, AREMA, and CCP "Guidelines for Temporary Shoring".

Contractor shall contact CCP for facility locates at least 5 working days prior to commencing work at telephone number 734.783.4533 during normal business hours (7:00 a.m. to 3:00 p.m. C.S.T., Monday through Friday, except holidays. Contractor shall pay CCP in advance for the cost of CCP locates. Cost for a cable locate is currently $350.00. If a telecommunications system is buried anywhere on or near CCP property, Contractor shall coordinate with CCP and the telecommunication company to arrange for relocation or other protection of the system prior to beginning any work on or near CCP property.

**23047.12 NO INTERFERENCE WITH CCP'S OPERATION.**
Contractor shall not interfere with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the CCP its lessees, licensees, or others, unless specifically permitted and authorized in advance by the CCP. When not in use, the Contractor's machinery and materials shall be kept at least 50 feet from the centerline of CCP's nearest active track, and there shall be no crossings of CCP's tracks except at existing open public crossings or as provided by private construction crossing agreement between CCP and the Contractor. CCP may require the Contractor to furnish detailed plans prior to entry upon the premises and to view and inspect any activity or work on or above the CCP's property.

**23047.13 TRAFFIC CONTROL.**
Contractor's operations that control traffic across or around CCP facilities shall be coordinated with and approved by CCP.

**23047.14 INDEMNITY.**
As used in this Article, "CCP" includes other railroad companies using the CCP's property at or near the location of Contractor's work and CCP's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

- Injury to or death of persons whomsoever (including the CCP's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and
- Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of the CCP, or property in its care or custody).

Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of CCP, or except to the extent caused by gross negligence or willful misconduct of CCP.

**23047.15 MAINTENANCE OF CCP FACILITIES.**
Contractor shall maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations, promptly repair eroded areas within CCP's ROW, and repair any other damage to CCP property, or its tenants; at no cost to the CCP. Contractor will be required upon the completion of the work to remove from within the limits of CCP's property all machinery, equipment, surplus materials, false work, rubbish or temporary buildings, and to leave said property in a condition satisfactory to the Engineering Manager of CCP or their authorized representative.

**23047.16 COMMUNICATIONS AND SIGNAL LINES.**
No digging, trenching or boring activities shall be conducted in the proximity of any known buried CCP signal cables without CCP's Signal Department representative being present. If required, CCP will rearrange its communications and signal lines, grade crossing warning devices, train signals, and facilities that are in use and maintained by CCP's forces in connection with its operation at the expense of the Contracting Authority. This work will be performed by CCP and it is not a part of the contract.

**23047.17 FIBER OPTIC CABLE SYSTEMS.**
Fiber optic cable systems may be buried on the CCP's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users, including CCP, resulting in business interruption and loss of revenue and profits. Contractor shall contact Iowa One Call (1.800.292.8989 (a 24-hour number)) to determine if fiber optic cable is buried anywhere on CCP's ROW to be used by the Contractor. If it is, Contractor shall telephone the telecommunications company involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning work on CCP's ROW.

In addition to the liability terms elsewhere in this specification, Contractor shall indemnify and hold harmless CCP against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees, court costs, and expenses) arising out of or in any way contributed to by any act or

omission of the Contractor, agents, or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on CCP's property, and (2) any injury to or death of any person employed by or on behalf of any telecommunications company, its contractor, agents, or employees, on CCP's property. Contractor shall not have or seek recourse against CCP for any claim or cause of action for alleged loss of profits, revenue, loss of service, or other consequential damage to a telecommunication company using CCP's property or a customer or user of services of the fiber optic cable on CCP's property.

**23047.18 COOPERATION.**
CCP will cooperate with Contractor so work may be conducted in an efficient manner, and will cooperate with Contractor in enabling use of CCP's ROW in performing the work.

**23047.19 WAIVER OF BREACH.**
The waiver by CCP of the breach of any condition, covenant, or specification herein contained to be kept, observed and performed by Contractor shall in no way impair the right of CCP to avail itself of any subsequent breach thereof.

**23047.20 CCP OPERATIONS.**
Contractor shall be advised that trains or equipment are expected on any track, at any time, in either direction. Contractor shall become familiar with the train schedules in this location and structure its bid assuming intermittent track windows in this period, as defined below.

All railroad tracks within and adjacent to the work are active and rail traffic over these tracks shall be maintained throughout the contract. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations may occur continuously throughout the day and night on these tracks and shall be maintained at all times. Contractor shall coordinate and schedule the work so that construction activities do not interfere with CCP operations.

Work windows for this contract shall be coordinated with the Engineer, who shall receive CCP's approval before advising the Contractor of the availability of any work window. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

**A. Conditional Work Window.**
A period of time that CCP operations have priority over construction activities. At the direction of the CCP flag person, upon approach of a train, and when trains are present, the tracks shall be cleared (i.e., no construction equipment, materials, or personnel within 25 feet, or as directed by the CCP, from the tracks). Conditional Work Windows are available for the contract.

**B. Absolute Work Window.**
A period of time that construction activities are given priority over CCP operations. During this time frame the designated tracks will be inactive for train movements and may be fouled by the Contractor. At the end of an Absolute Work Window the tracks or signals shall be completely operational for train operations and all CCP, Public Utilities Commission, and Federal Railroad Administration requirements, codes, and regulations for operational tracks shall be met. In the situation where the operating tracks or signals have been affected, the CCP will perform inspections of the work prior to placing back into service. CCP flag persons will be required for construction activities requiring an Absolute Work Window.

Absolute Work Windows will not generally be granted, and any provided shall require the express written approval by CCP's Transportation Department. Any request will require a detailed explanation for CCP review and approval.

**C.** Work on CCP's ROW shall be done at such times and in such manner so as not to interfere with or endanger the operations of CCP. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the CCP for approval, but such approval shall not relieve the Contractor from liability. Work to be performed by the Contractor that requires

flagging or inspection service shall be deferred until the flagging protection required by CCP is available at the job site.

**D.** Contractor shall make requests in writing for both Absolute and Conditional Work Windows, at least ~~two~~ 2 weeks in advance of any work. The written request shall include:

- Exactly what the work entails.
- Days and hours that work will be performed.
- Exact location of work, and proximity to the tracks.
- Type of window requested and the amount of time requested.
- Designated contact person.

Contractor shall provide written notice to the CCP at least 48 hours before commencing work in connection with approved work windows when work will be performed within 25 feet of any track center line.

**E.** Should a condition arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of CCP, Contractor shall make such provisions. If in the judgment of CCP such provisions are insufficient, CCP may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the Contractor's expense. The CCP or Engineer will have the right to order Contractor to temporarily cease operations in the event of an emergency or, if in the opinion of CCP, the Contractor's operations could endanger CCP's operations. In the event such an order is given, Contractor shall immediately notify the Engineer of the order.

## 23047.21 RAILROAD FLAGGING.

**A. Notification.**

Contractor shall notify the CCP and Engineer at least ~~fifteen~~ 15 working days in advance of commencement of any work on CCP property and at least 10 working days in advance of proposed performance of any work by the Contractor in which any person or equipment will be within 25 feet of any track, or near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Notice shall made using CCP's "Request for Flagging Services and Cable Location" form attached as DS-23047, Attachment B.

The services of a flagman will be required during any operation involving direct interference with CCP's tracks or traffic, fouling of railroad operating clearances, or reasonable proximity of accidental hazard to railroad traffic, when work takes place within 25 feet horizontally of the nearest centerline, any work over any railroad track, or in any other condition that CCP deems the services of a flagman necessary, which may include work on or near CCP's property more than 25 feet from the nearest centerline of a railroad track. Additional flagmen will also be furnished whenever in the opinion of CCP such protection is needed.

Upon receipt of 10 working day notice, the CCP will determine and inform the Contractor whether a railroad flagger need be present and whether the Contractor need implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by the CCP, such services will be provided at Contractor's expense with the understanding that if the CCP provides any flagging or other services, the Contractor shall not be relieved of any of its responsibilities or liabilities set forth herein. Contractor shall be required to pay CCP in advance for the cost of personnel or other protective services. CCP shall not be liable for any increased costs incurred by the Contractor or Contracting Authority owing to CCP's inability or failure to have appropriate CCP personnel available at the time or on the date requested.

To enable orderly flagger reassignment to other projects the Contractor shall notify the CCP 5 working days prior to the termination of flagging need or 5 working days prior to completion of the

Contractor's work, whichever is sooner. Contractor shall inform CCP when work requiring flaggers is complete.

CCP will notify the Engineer and Contractor when non-compliance is reported by CCP train crews or other CCP employees. Contractor work performed without proper flagging services, when such flagging is required, will be subject to a $5,000.00 per day price adjustment to Contractor, and may result in the removal of Contractor by CCP or Engineer from the project.

**B. Flagger Rate of Pay.**
Refer to the "Request for Flagging Services and Cable Location" form attached to this specification for flagger rates of pay.

Rates are subject to change, at any time, by law or by agreement between the CCP, its employees or contractors, and may be retroactive as a result of negotiations or a ruling of an authorized Governmental Agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, the Contractor shall pay on the basis of the new rates and charges.

**C. Reimbursement to the CCP.**
In the event Contractor fails to reimburse or pay CCP for hours of flagman protection provided in excess of prepayment amounts, Contracting Authority will reimburse the CCP within 30 calendar days of Contractor defaulting on the payment (default is defined as non-payment within 30 calendar days of billing by the CCP to the Contractor). Failure of the Contractor to reimburse the CCP may result in a reduction or suspension of the Contractors bidding qualifications according to Article 1102.03 of the Standard Specifications.

**D. Documentation and Reimbursement to the Contractor.**
Contractor shall initially pay CCP for all flagging costs in conjunction with railroad flaggers when any of the conditions identified in Article DS-23047.05, warrant a flagger. Contracting Authority will reimburse the Contractor for any daily cost that exceeds $~~1,000.00~~ 2,500.00 per day for the cost of flagger services provided by the CCP. Contracting Authority will reimburse Contractor 100% of the total cost of flagger services, as deemed necessary by CCP, that does not meet any of the conditions identified in Article DS-23047.05, unless flagger's presence on the project was a result of the Contractor's communication, or lack of communication, with the CCP. Contracting Authority will reimburse Contractor following completion of all work necessitating flagging operations by CCP and receipt of documentation verifying the CCP invoices have been paid.

For each day that railroad flaggers have been provided, the Contractor shall document daily the conditions on the project site that warrant the flagger. Contractor shall submit the daily records to the Engineer each week. Engineer will review the daily logs and promptly notify Contractor if any information in the daily log is believed to be incorrect.

Contractor shall forward copies of the invoices received from the CCP for flaggers and a summary of the flagging costs incurred that exceed the Contactors' requirements described in Article DS-23047.05, to the Engineer with a request for payment for the additional railroad flagger costs. Engineer will review the Contractor's daily logs against the CCP's invoice and make payment for the eligible costs in accordance with Article 1109.03, of the Standard Specifications.

Contractor shall be responsible to CCP for all flagging costs. Flagging costs for subcontracted work shall be the responsibility of the Contractor. Reimbursement from subcontractors to the Contractor shall be the sole responsibility of the Contractor.

Contractor shall forward, to the Engineer, copies of payments made to the CCP for flagging costs.

Contracting Authority may award multiple contracts for work in the same general area. Contractor shall try to stage work to minimize the need for railroad flaggers. In the event of multiple projects

in a particular location, the Contractor initially requiring flagging on a daily basis shall be responsible for all flagging costs for that day.

**23047.22 TEMPORARY CROSSINGS.**
At other than established public road crossings, Contractor shall not move any equipment or materials across the CCP's tracks until written permission has been obtained from the CCP.

If Contractor requires a temporary railroad crossing the Contractor shall arrange for the crossing installation at a location acceptable to the Contractor and CCP at the Contractor's expense to include all CCP costs of installation, maintenance, removal, and track restoration. Temporary crossing shall be gated and locked at all times when not required for use by Contractor. Flagging will always be required during use of a temporary crossing. The billing, Contractor payment provisions, and final Contractor payment requirements for crossing costs except flagging are to be covered as agreed to in a separate private construction crossing agreement between the Contractor and CCP. Prior notice of need for a temporary crossing is required to allow for CCP site review, cost estimating, securing material, and work crew scheduling and will vary. Contractor should contact the CCP prior to making a bid when a temporary crossing is required.

**23047.23 LIMITATION OF RIGHTS GRANTED.**
The Contract, any Temporary Easement, and Permanent Easement are all subject to the prior and continuing right and obligation of the CCP to use and maintain its property, not inconsistent with highway purposes, including the right and power of the CCP to construct, maintain, repair, renew, use, operate, change, modify, or relocate CCP tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines, and other facilities upon, along, or across any or all parts of its property, all or any of which may be freely done at any time or times by the CCP, not inconsistent with highway purposes and at CCP's sole cost and expense.

The Contract, Temporary Construction Easement, and Permanent Easement, whether recorded or unrecorded, are subject to all outstanding rights (including those in favor of licensees and lessees of the CCP's property, and others) and the right of the CCP to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**23047.24 MECHANIC'S LIENS.**
Contractor shall not permit or suffer any mechanic's or material supplier's liens of any kind or nature to be enforced against any property of the CCP for any work performed. Contractor shall indemnify and hold harmless the CCP from and against any liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. It is understood that this specification may be recorded in the county in which the work is to be performed and such recording shall serve as public notice that no Contractor, subcontractor, or material supplier shall file any notice of a mechanic's or material supplier's lien or permit or suffer any mechanic's lien or material supplier's lien on the property of the CCP to the extent permitted by law.

**23047.25 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.**
Railroad Protective Liability Insurance for Chicago, Central & Pacific Railroad / Cedar River Railroad Company will be paid for as a Lump Sum bid item. The Contractor will be paid the Lump Sum bid item price within 30 calendar days after receipt of a signed contract, provided that all necessary certificates of insurance have been submitted to the Department per Article DS-23047.06.

Attachments to this specification:

- DS-23047, Attachment A: Right of Entry Agreement
- DS-23047, Attachment B: Requirements Regarding Flagging and Cable Location for Construction on CN (dated October 1, 2023)

DS-23047, Attachment A

**RIGHT OF ENTRY AGREEMENT**

This Right of Entry Agreement ("Agreement") is made between _____ (hereafter Contractor) and Chicago Central & Pacific Railroad Company/Cedar River Railroad Company (hereafter Railroad) in order to permit Contractor to enter onto Railroad's property, for the purposes of performing work in connection with the following project for the Contracting Authority:

Project: 2026 Brackett Street CN Railroad Crossing Improvement Project, as further identified in the attached project documents.

DOT/FRA Crossing Number at or closest to project: 308911J (6 numbers &1 letter).

Contractor shall pay to Railroad upon execution of this Agreement the sum of $1,000.00 as consideration for the right of entry awarded under this Agreement and to cover preparation and administration of this Agreement.

Contractor and Railroad hereby agree as follows:

1. Contractor shall enter Railroad's property (identified in the attached project documents) only in connection with the above-referenced project;

2. Contractor shall give Railroad at least 15 working days' advance notice of the date Contractor plans to start any work on the project;

3. Upon request, Contractor shall provide Railroad with detailed plans of the project at no cost to Railroad;

4. Contractor shall comply with all terms and requirements set forth in Iowa Department of Transportation Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Chicago, Central, & Pacific Railroad Company and Cedar River Railroad Company), including but not limited to the insurance requirements set forth in such specification Contractor shall provide Railroad with certificates and declarations sheets that prove or show compliance with such insurance requirements;

5. As used in this paragraph, "CCP" includes other railroad companies using the CCP's property at or near the location of the Contractor's work and CCP's and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from the following:

   Injury to or death of persons whomsoever (including the CCP's officers, agents, and employees, the Contractor's officers, agents, and employees, as well as any other person); and Damage to or loss or destruction of property whatsoever (including Contractor property, damage to the roadbed, tracks, equipment, or other property of the CCP, or property in its care or custody).

   Contractor shall indemnify, hold harmless, and defend to the extent allowed by law the CCP from any loss which is due to or arises from any cause and is associated in whole or in part with the work covered herein, a breach of the contract or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance; except when caused by the sole negligence of the CCP, or except to the extent caused by the gross negligence or willful misconduct of the CCP;

6. The insurance requirements set forth in this Agreement shall not relieve or limit Contractor's liability to Railroad under the indemnity provisions of this Agreement;

7. Contractor shall comply with any federal, state or local laws, statutes, codes, ordinances, rules and regulations applicable to its construction and maintenance of the project. Contractor shall defend, indemnify and hold railroad and its affiliates harmless with respect to any fines, penalties, liabilities or other consequences arising from contractor's failure to comply with any such federal, state or local laws, statutes, codes, ordinances, rules and regulations;

8. Contractor shall promptly notify Railroad of any loss, damage, injury or death arising out of or in connection with the project work;

9. The provisions of this Agreement shall survive the termination or expiration of the Agreement;

10. Railroad certifies that it has carefully reviewed the project plans and that it agrees to permit the Contractor and its employees, officers and subcontractors to enter onto and work upon its property for the purpose of completing said project under the terms of this Agreement;

11. Any notices or communications concerning this agreement shall be delivered to the following designated individuals:

~~Tom Brasseur~~ Diane R. Lewis
Public Works Manager
CN Railroad
~~700 Pershing Road~~ 17641 S Ashland Ave
~~Pontiac, MI 48340~~ Homewood Il, 60430

Email: ~~thomas.brasseur@cn.ca~~ diane.lewis@cn.ca
Telephone Number: ~~715-544-9145~~ 708-332-3557

For Contractor: _____

Address: _____

_____

_____

Telephone Number: (  ) _____-_____ office

(  ) _____-_____ facsimile

Email: _____

IN WITNESS WHEREOF, Contractor and Railroad have executed and delivered this agreement as of the date set forth below.

_____ _____
Date Contractor

_____ _____
Date Railroad

# CN Request for Flagging Services and Cable Location

| Project Information: | |
|---|---|
| Please fill in each cell for processing | |
| Is this a new project? | Select answer |
| List CN Project # (Example SO# 123456, Network# R1234, PSC-132): | |
| Contractor's Right of Entry (ROE), License, Permit #: | |
| Date of Agreement for ROE, License or Permit: | |
| Termination Date of Agreement for ROE, License or Permit (If Applicable): | |
| Does the scope of work include underground, pile driving, excavation or other activities which would require a Railroad Cable Locate?<br>Note: railroad cables and fibers are not part of any state utility locate programs.<br>If a contractor shows up on site to perform work that requires a cable locate and it was not requested, the flagger will shut down the project | Select answer |
| Does your project require vehicular traffic to be shifted out of its intended lane against the current of traffic at a railroad grade crossing? | Select answer |
| Railroad Subsidiary (listed on your agreement): | Select Railroad Subsidiary |

Licensee and/or their contractor shall request, prepay, and secure Railroad Company signal facility locates by written notice to Railroad Company along with submission of CN's "Request for Flagging Services" form at least, 10 business days in advance of proposed performance of any work or access to Railroad Company property. Dates requested are subject to Flagging's availability. Notice to Railroad Company does not fulfill or satisfy any other notification requirements for utility locates for non-railroad facilities.

***You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.***

| Flagging Protection Schedule: | |
|---|---|
| Requested Dates for Flagger Protection:<br>Dates requested are subject to Flagging Co. availability and any project needing a cable locate will need 10 days minimum advance notice. This should be considered when requesting dates for flagging. | |
| Estimated Duration (in days) for Flagger: | |
| Estimated Work Schedule (example Mon. – Sat.) | |
| Daily Start Time / End Time (example 0700 to 1700 etc.):<br>(Flagger start and end time may vary based on type of protection required) | |

| Flagging Protection Location: | | |
|---|---|---|
| Railroad Mile Post (MP): | | |
| Railroad Subdivision: | | |
| Project's Location (Street location/intersection): | | |
| Project - City / State: | | |
| Project Description (example HDD, Jack and Bore, Encroachment, Underground or Overhead Pipeline / Wireline crossing, etc.): | | |
| Location for flagger to report: | | |
| Field Contact Person(s): | 1st | Alternate |
| Mobile Phone Number(s): | 1st | Alternate |
| Email Address(s): | | |

# CN Request for Flagging Services and Cable Location

| Billing Information: | |
|---|---|
| Company Name: | |
| Contact Name: | |
| E-Mail: | |
| Billing Address: | |
| City/State: | |
| ZIP Code: | |
| Company Phone: | |

| Electronic Payment Instructions | | Payment Information | |
|---|---|---|---|
| Financial Institution | HARRIS TRUST AND SAVINGS BANK<br>311 WEST MONROE, CHICAGO, IL | Customer Number (if available) | |
| Account Name | Grand Trunk Western | CN Contact | |
| Account | 274-733-5 | Service Requested (Flagging MP, Request Date) | |
| US ROUTING (ABA) | 071 000 288 | | |
| Remittance Details | nfcashmanagement@cn.ca | Prepayment Amount | |
| **Please send payment remittance details and copy of this flagging request to nfcashmanagement@cn.ca** | | | |

| Before Flagging Service is provided: |
|---|
| CN required online training must be completed before Flagging Protection will be scheduled. |
| Prepayment must be received before Flagging Protection will be scheduled. |
| There is an 8-hour minimum per day. The base rate for Flagging Protection is $2,500 for 11 hours. Additional overtime hours must be prepaid at the rate of $275.00 per hour. Weekends and Holidays must be prepaid at the overtime rate of $3,025 / 11 hour minimum. (**Rates Effective October 1, 2023.**) |
| If additional days of flagging protection are required, they must be prepaid in advance. |
| Any prepayment not used can be refunded. |
| Railroad Cable Location must be prepaid, the cost is $975.00 per locate. |

This completed form must be sent with a map, confirmation of electronic prepayment, and proof of insurance to US_Flagging@cn.ca.

**CN Flagging Department**

US Flagging
T: **248-914-9695**
17641 South Ashland Ave.
Homewood, IL 60430
US_Flagging@cn.ca

**I, _____, agree to pay for flagging and/or cable locate services as requested _____**

**Print Name** **Signature**

**Angelique M. Cope**
**Sr Public Works Officer (IA)**

17641 S Ashland Ave
Homewood, Il, 60430
**T** 773.405.0863
Email: Angelique.Cope@cn.ca

## Right of Entry Information

**Cost is $1000.00 per Application**

Railroad Company requires everyone (contractor, consultants, etc.) working on Railroad Company property to have a Right-of-Entry (ROE) License Agreement. ROE license agreement applications are handled by email. Once Railroad Company receives the information requested below, and if application is approved, Railroad Company will draw up a ROE License Agreement, and will forward electronic copy by email for applicant's execution. ROE License Agreement will be delayed if Railroad Company receives the required documents separately, incomplete, or inaccurate. Railroad Company will return a fully executed digital copy of the ROE License Agreement by email for Applicant's files and records. No work may occur on Railroad Company property nor will flagging protection be provided until ROE License Agreement has been fully executed by both parties and returned. Please contact Railroad Company a minimum of three (3) weeks prior to the project start date.

Please use this form and return by email to submit application request for a Right of Entry agreement.

***Please Include a map showing the project location and complete all required information.**

- Legal Name of contractor -
- Contact name –
- Contact email –
- Street Address –
- City, State, Zip –
- Telephone –

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- Reason for ROE –
- Duration of ROE (Include start and finish dates) –
- Exact Location of project (Exact Address, City, State) -
- Nearest railroad milepost AND crossing id number –
- Will there be subcontractors on this project (list all subs) –

- Does your work require a traffic shift in opposing lane over a railroad at-grade crossing -

**Email the completed form to: Diane.Lewis@cn.ca**

**Note: Fully executed ROE may take up to 3+ weeks to obtain**

**Safety Training Required**

ALL contractor personal will have to comply with CN safety requirements including and before entering upon the property of the Railroad for performance of any work, secure permission from the Engineering Superintendent of the Railroad Company or his authorized representative for the occupancy and use of the Railroad's property and shall confer with the Railroad relative to requirements for railroad clearances, operation and general safety regulations. Outside contractors and subs, who are not employed by CN or doing work for CN, are required to register with www.contractororientation.com and complete the basic safety and security tests. Contractor Orientation provides the basic safety, security and PPE requirements for CN. You may find more information on registering with contractor orientation on the contractor orientation website. Once you register, follow the CN links and you will be required to take the course labeled CN Contractor Security / Safety Course.

EXCEPTION: CN has exempted those it classifies as “Delivery Persons” from this training. This will include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

**Insurance Requirements**

Railroad Company allows outside parties to come onto Railroad Company property to perform work, such as survey or inspection work, installation of pipelines and wirelines, and other work for projects necessitating the occupancy of Railroad Company. Before commencing work, and until the license of allowing such occupancy ends or is terminated, outside parties shall provide and maintain the following insurance in form and amount with companies satisfactory to and as approved by Railroad Company.

1. Minimum insurance required of outside party:

   A. Statutory Workers Compensation and Employer's Liability Insurance.

   B. Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit.

   C. Commercial General Liability Insurance (Occurrence Form) in an amount not less than $5,000,000 per occurrence, with an aggregate limit of not less than $10,000,000. The policy must name Railroad Company and its parents as additional insureds in the following form:

Cedar River Railroad Company and its Parents Canadian National Railroad Company
17641 S. Ashland Ave
Homewood IL., 60430

773.405.0863 (office)
Angelique.Cope@cn.ca

The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from doing business or undertaking construction or demolition on, near, or adjacent to railroad track or facilities, and using endorsement CG 2417 10 01 or equivalent approved by Railroad Company.

D. When outside party is required by Railroad Company or Governing Authority to purchase Railroad Protective Liability Insurance to cover work on, near or adjacent to railroad track or facilities, and outside party is not being hired for this project by Railroad Company, outside party must procure Railroad Protective Liability Insurance in the following form;

This coverage shall be written on an Occurrence Form with limits of not less than $5,000,000 per occurrence for Bodily Injury, Personal Injury and Physical Damage to Property, with an aggregate limit of not less than $10,000,000. The policy must name:

Cedar River Railroad Company and its Parents Canadian National Railroad Company
17641 S. Ashland Ave
Homewood IL., 60430
773.405.0863 (office)
Diane.Lewis@cn.ca

E. Pollution Insurance – AS REQUIRED AND DETERMINED BY PROJECT.

F. All policies described above must include description of operations, Railroad Company milepost, highway or street name, city and state of location, project number, and Railroad Company contact person on the certificate.

2. Before commencing work, outside party shall deliver to Railroad Company a certificate of insurance evidencing the foregoing coverages and, if requested by Railroad Company, true and complete copies of the policies described above. If the policy is being issued in conjunction with, or as a result of, a city, county or state contract, the policy should be initially submitted to the respective city, county or state agency that will review it first and then forward it to Railroad Company.

3. Common Policy Provisions. Each policy described in paragraph 1, parts A through E above, must include the following provisions:

**CN 24-Hour Emergency Contact Number:**

1-800-465-9239

**Cable Locates:**

CN utilities are not part of Digger's Hotline. **Please request a cable locate by using the Flagging - Cable Locate Form. $1,025.00 Fee.**

**Flagging Protection**:

Rates: $2,900 for each basic day (12-hour day.)

Weekend or Holiday work is $3,300.00 per 12-hour day.

Flagging must be **prepaid** based on the estimated number of days needed.

Usually only one flagman is required at the work site.

Flagman protection is required when there is any work being done within 25 feet of the centerline of the closest rail, but if you will be using cranes with booms larger then 25' but are working away from the ROW, flagman protection will be required, just in case a crane topples over and violates that 25' rule.

CN's US Flagging group is the contact for arranging flagman protection on your upcoming project. CN requires at least a ten business day notice prior to the start of work, so arrangements can be made through our flagging contractor. Please complete the attached form and send to the address below along with prepayment. The sooner the form is sent to CN, the more likely you will get a flagger for the days you request.

CN – US Flagging
17641 S. Ashland Ave
Homewood, IL 60430
Phone: (248) 914-9695
Email: Flagging_US@cn.ca

# DEFINITIONS

## 1.01 DESCRIPTION

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

## 1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
ANSI - American National Standards Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GRI - Geosynthetic Research Institute
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration

## 1.02 ABBREVIATIONS (Continued)

PCC - Portland Cement Concrete
PLS - Pure Live Seed
RAP - Recycled Asphalt Pavement
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code

## 1.03 DEFINITIONS AND TERMS

**ADDENDUM**. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

**ALLEY**. See Street.

**APPROVED EQUAL (EQUIVALENT)**. A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

**AWARD**. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

**BID**. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

**BID AMOUNT**. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

**BID ITEM**. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

**BID SECURITY**. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

**BIDDER**. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

**CALENDAR DAY**. Every day shown on the calendar.

**CHANGE ORDER**. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

**1.03 DEFINITIONS AND TERMS (Continued)**

**COMMENCEMENT OF WORK**. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor′s control.

**COMPETITIVE QUOTATION**. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

**CONTRACT**. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

**CONTRACT AMOUNT**. The bid amount plus approved change orders.

**CONTRACT DOCUMENTS**. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

**CONTRACTING AUTHORITY**. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

**CONTRACTOR**. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

**CONTROLLING ITEM OF WORK**. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

**DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT)**. The Department of Transportation, as defined in Iowa Code Chapter 307.

**EMPLOYEE**. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

**ENGINEER**. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner’s authorized representative. The Engineer may act directly or through duly authorized representatives.

**1.03 DEFINITIONS AND TERMS (Continued)**

**EQUIPMENT**. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

**EXTRA WORK**. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

**GENERAL SUPPLEMENTAL SPECIFICATIONS**. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

**GOVERNMENTAL ENTITY**. As defined in Iowa Code Chapter 26.

**IMPROVEMENT**. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

**INCIDENTAL ITEMS**. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

**IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS**. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

**JOINT VENTURE**. The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

**JURISDICTION**. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

**JURISDICTIONAL ENGINEER**. See Engineer.

**LABORATORY**. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

**LIQUIDATED DAMAGES**. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

**LUMP SUM**. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

**MATERIALS**. Any substances specified for the use in the construction of the project and its appurtenances.

**1.03 DEFINITIONS AND TERMS (Continued)**

**MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.)**. This is an instruction prepared by the Iowa DOT's Office of Materials. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

**MOBILIZATION**. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

**NOTICE OF PUBLIC HEARING**. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

**NOTICE TO BIDDERS**. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

**NOTICE TO PROCEED**. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

**PLANS**. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

**PROJECT AREA**. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

**PROPOSAL**. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

**PROPOSAL FORM**. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

**RESIDENT BIDDER**. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

**1.03 DEFINITIONS AND TERMS (Continued)**

**RESPONSIVE, RESPONSIBLE BID**. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

**RESPONSIVE, RESPONSIBLE BIDDER.** A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

**RIGHT-OF-WAY**. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

**ROAD**. See Street.

**ROADWAY**. The portion of the right-of-way designated or ordinarily used for vehicular travel.

**SHOP DRAWINGS**. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

**SIDEWALK**. That portion of the street primarily constructed for the use of pedestrians.

**SPECIAL PROVISIONS**. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

**SPECIALTY ITEMS**. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

**SPECIFICATIONS**. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

**STANDARD ROAD PLAN**. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

**STATE**. The State of Iowa acting through its authorized representatives.

**STREET**. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

**SUBCONTRACTOR**. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

**1.03 DEFINITIONS AND TERMS (Continued)**

**SUDAS STANDARD SPECIFICATIONS**. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

**SUPERINTENDENT**. The Contractor's authorized representative in responsible charge of the work.

**SUPPLEMENTAL CONTRACT (AGREEMENT)**. Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

**SUPPLEMENTAL SPECIFICATIONS**. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

**SURETY**. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**TARGET VALUE**. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

**UNAUTHORIZED WORK**. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

**UTILITY**. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

**UTILITY AGENCY**. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

**WORK**. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

**WORKING DAY**. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

# PROPOSAL REQUIREMENTS AND CONDITIONS

## 1.01 QUALIFICATION OF THE BIDDERS

A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents. Whenever required in the special provisions, the bidder shall furnish a statement of its construction experience and its general ability to perform the work contemplated, and shall submit same along with its proposal.

B. The Jurisdiction shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.

C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

D. Alternatively, the Jurisdiction may require the qualification or prequalification of bidders pursuant to a program adopted by the Jurisdiction.

## 1.02 CONTENTS OF THE PROPOSAL FORMS

A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.

B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

## 1.03 QUANTITIES AND UNIT PRICES

A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.

B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder’s proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1040, 1.06 - Increase or Decrease of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

**1.03 QUANTITIES AND UNIT PRICES (Continued)**

C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.

D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

**1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK**

A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.

C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.

D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.

E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

**1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS**

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

## 1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

## 1.07 PREFERENCE FOR LABOR AND MATERIALS

A. 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 Code Chapter 73.

B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

## 1.08 TAXES

**A. Sales and Use Tax:**

1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to Section 1020, 1.08, B, no statement is required.

**B. Alternate Sales and Use Tax (Sales Tax Exemption Certificate):** The Jurisdiction, as a designated exempt entity awarding construction contracts, may issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45. This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials. If the Jurisdiction, at its option, decides to utilize this exemption option, it will so state by special provision and publication in the Notice of Hearing and Letting.

1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to Section 1080, 1.01 - Subletting or Assignment of Contract. These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.

2. At the time the Contractor requests permission to sublet according to Section 1080, 1.01 - Subletting or Assignment of Contract, the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.

**1.08 TAXES (Continued)**

3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

**C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

**1.09 PREPARATION OF THE PROPOSAL**

**A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, 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 is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.

**B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.

1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.

2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.

3. The total amount bid shall be entered below the last bid item on the unit price attachment.

4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).

5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

**1.09 PREPARATION OF THE PROPOSAL (Continued)**

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.

7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.

8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.

C. The bidder, as a business organization, shall comply with the requirements of Section 1070, 1.11 - Business Organization Requirements.

D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

**1.10 BIDDERS CERTIFICATION**

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS**

A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:

1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;

2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;

3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or

4. If the bidder submits more than one proposal for the same work under the same or different names.

B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:

1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;

2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)**

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;

4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;

5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.

C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.

D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of Section 1030, 1.01 - Acceptance or Rejection of Proposals.

**1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY**

A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

**1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS**

A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.

B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.

C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

## 1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

## 1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

A. A bidder shall not withdraw its proposal for period of 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.

B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.

END OF SECTION

# APPROVAL FOR AWARD AND AWARD OF CONTRACT

## 1.01 ACCEPTANCE OR REJECTION OF PROPOSALS

A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Section 1020, 1.11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.

B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.

C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.

D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the Jurisdiction, or has an unsatisfactory record of performance and cooperation on any such previous contract with the Jurisdiction, or has failed to maintain satisfactory progress on work already under contract with the Jurisdiction.

E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.

F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident 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 non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident 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 non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.

G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

## 1.02 RELEASE OF BID SECURITY

A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.

B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

## 1.03 AWARD OF CONTRACT

**A. Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.

**B. Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.

**C. Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.

**D. Disclosure of Subcontractors:**

1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to Section 1080, 1.01 - Subletting or Assignment of Contract.

2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

   If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

# SCOPE OF WORK

## 1.01 INTENT OF THE CONTRACT DOCUMENTS

A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.

B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.

C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.

D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

## 1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

## 1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:

1. Change Orders
2. Addenda
3. Proposal and Contract
4. Special Provisions
5. Plans, including plan notes

**1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)**

6. Supplemental Specifications (Jurisdictional document)

7. General Supplemental Specifications (SUDAS)

8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

**1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS**

**A. Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.

**B. Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

**C. Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

**1.05 PLANS**

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

**1.06 INCREASE OR DECREASE OF WORK**

A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.

B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.

## 1.07 CHANGE ORDERS

**A. Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.

**B. Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

## 1.08 SITE CONDITIONS

A. The Contractor is required by Section 1020, 1.04 - Examination of the Contract Documents and Site of Work to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.

B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

## 1.09 CHANGED SITE CONDITIONS

**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

**B. Compensation:**

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.

**1.09 CHANGED SITE CONDITIONS (Continued)**

2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to Section 1040, 1.11 - Delays Caused by the Jurisdiction and Section 1080, 1.09 - Extension of Time.

**1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**

**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.

2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.

3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed 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 the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.

5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.

**B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after 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 therefore. 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.

**C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.

## 1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

**D. Board of Arbitration:**

1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.

2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.

**E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

**F. Jurisdiction of Board of Arbitration:** The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

**G. Determination of Board of Arbitration Final:** The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

## 1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

## 1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

## 1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

# CONTROL OF WORK

## 1.01 AUTHORITY OF THE ENGINEER

A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

## 1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.

B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.

C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.

D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

## 1.03 COOPERATION BY THE CONTRACTOR

A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.

B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.

C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.

D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

## 1.04 COOPERATION WITH OTHER CONTRACTORS

A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.

B. 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 by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.

C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the 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.

D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.

E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

## 1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

### A. Submission of Drawings:

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.

2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

### B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.

2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

### C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

## 1.06 CONFLICT AVOIDANCE

A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.

B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.

C. See Section 1040, 1.09 - Changed Site Conditions if unknown or changed conditions are encountered.

## 1.07 EXAMINATION OF MATERIALS AND WORK

A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

**1.07 EXAMINATION OF MATERIALS AND WORK (Continued)**

B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in Section 1090, 1.04 - Payment for Change Orders. Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

**1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS**

A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.

B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.

C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

**1.09 UNAUTHORIZED WORK**

A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.

B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

**1.10 LINE AND GRADE STAKES**

A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of Section 11,010. The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.

B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.

C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

## 1.11 PROVIDING JOB SITE UTILITIES

A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.

B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

## 1.12 SALVAGE

A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.

B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

## 1.13 PROTECTION OF WATER QUALITY AND WETLANDS

A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.

B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

## 1.14 FINAL INSPECTION AND ACCEPTANCE

A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.

B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.

C. When the work is found to be satisfactory, it will be accepted as provided in Section 1090, 1.08 - Acceptance and Final Payment. Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

END OF SECTION

# CONTROL OF MATERIALS

## 1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.

B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.

C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.

D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.

E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current Iowa DOT Materials I.M. 209.

## 1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS

**A. General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.

**B. Consideration**:

1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder’s/contractor’s request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS (Continued)**

a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
b. Support/requirements for submissions of alternatives:
   1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
   2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
   3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
   4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."

2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

## 1.03 SAMPLES AND TESTING

A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.

B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.

C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

## 1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

## 1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

## 1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

## 1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.

B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

# LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

## PART 1 - LEGAL RELATIONS

### 1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS

A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.

B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.

C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS (Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**1.02 GOVERNING LAW**

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

**1.03 PERMITS AND LICENSES**

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

**1.04 PATENTS AND ROYALTIES**

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

**1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT**

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. 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 appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)**

B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in Section 1090, 1.08 - Acceptance and Final Payment.

**1.07 RESPONSIBILITY FOR DAMAGE CLAIMS**

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

**1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

**1.09 WAIVER OF LEGAL RIGHTS**

A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.

B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS**

A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)**

B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.

C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS**

The bidder, or contractor, as a business organization shall comply with the following:

A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.

B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.

C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer’s documentation that it has complied with all the provisions of this section prior to entering into a contract.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)**

D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – "a joint venture." In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it "applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal." A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

**1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA**

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

**1.13 SEVERABILITY**

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

## PART 2 - RESPONSIBILITIES TO THE PUBLIC

### 2.01 SANITATION

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

### 2.02 CONVENIENCE AND SAFETY

**A. Use of Streets:** The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.

**B. Protection of Workers and the Public:** The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

**C. Convenience and Access:** The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.

**D. Worker Safety:** The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

**E. Project Area or Work Site Safety:**

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.

2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor’s safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction’s staff will not intrude in the Contractor’s responsibility for safety issues.

3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

**2.02 CONVENIENCE AND SAFETY (Continued)**

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.

5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

**2.03 WORK AREA**

A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.

B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

**2.04 PROJECT AREA FOR THE WORK**

**A. Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.

**B. Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.

**C. Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.

**D. Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

## 2.05 EXPLOSIVES

**A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.

**B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.

**C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

## 2.06 TRAFFIC CONTROL

**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.

2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

**B. Closing Streets to Traffic:**

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.

2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.

3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.

4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

## 2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.

B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.

C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.

D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

## 2.08 PROTECTION OF PROPERTY

A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.

B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.

## 2.09 LAND MONUMENTS

A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.

B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

## 2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

## 2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

## 2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

## 2.13 BORROW AND WASTE SITES

A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.

B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

## 2.14 MAINTAINING POSTAL SERVICE

A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.

B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.

C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

## 2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

## PART 3 - BONDS AND INSURANCE

### 3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.

B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.

C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety. Persistent failure by the Contractor to make such repairs may constitute grounds for disqualification of the Contractor from bidding on future projects.

### 3.02 INSURANCE REQUIREMENTS

A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, “admitted” or “non-admitted” to do business in the State of Iowa, having an A.M. Best rating of no less than “B+.”

B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.

C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as 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, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

**3.02 INSURANCE REQUIREMENTS (Continued)**

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
   a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   b. Employers Liability insurance with the following limits:

| | |
|---|---|
| Bodily injury by accident | $500,000 each accident |
| Bodily injury by disease | $500,000 each accident |
| Bodily injury by disease | $500,000 policy limit |

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products' Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Fire Damage Limit (any one fire) | $50,000 |
| Medical Damage Limit (any one person) | $5,000 |

This insurance must include the following features:

a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
b. Personal and advertising injury.
c. Operations by independent contractors.
d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

**3.02 INSURANCE REQUIREMENTS (Continued)**

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of $1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.

4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of $2,000,000 per occurrence, $6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.

5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.

6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
   a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
   b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.

7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE**

A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)**

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

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

C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:

1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or

2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

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

E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

**3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION**

A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction’s Builders Risk Insurance.

B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

## 3.05 PROPERTY INSURANCE

A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of $5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.

B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.

C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.

D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.

E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.

F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.

G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**3.05 PROPERTY INSURANCE (Continued)**

H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.

I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.

K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to Section 1040, 1.10, D, provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in Section 1040, 1.10, E through G. The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an “Installation Floater” covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an “*all risk*” form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than $5,000 for each occurrence, which will be the responsibility of the Contractor.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT**

A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

B. The Additional Insured Endorsement shall include the following provisions:

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

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

D. All liability polices that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)**

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

**3.07 PROOF OF INSURANCE**

A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.

B. The Description of Operations on the Certificate of Insurance for the work must state either: 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.

C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

**3.07 PROOF OF INSURANCE (Continued)**

D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.

E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

**3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE**

A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall 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.

B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

**3.09 SAMPLE INSURANCE FORMS**

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

# PROSECUTION AND PROGRESS

## 1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT

### A. Work by Contractor:

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 50% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.

2. In order to meet this 50% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.

3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

### B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.

2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work is to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.

3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

### C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.

2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

## 1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in Section 1080, 1.12 - Liquidated Damages.

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the completion date that the contract remains uncompleted.

2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.

3. Working Day Contracts: The three types of start dates are as follows:

   a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.

   b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.

   c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

      If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to Section 1080, 1.08. Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

**1.02 CONTRACT TIME (Continued)**

B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

**1.03 WORK PROGRESS AND SCHEDULE**

A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.

C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Contractor may be disqualified from receiving any additional contracts, and the Jurisdiction will have the right to declare the contract in default.

**1.04 PRECONSTRUCTION CONFERENCE**

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

**1.05 NOTICE TO PROCEED**

A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.

B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.

C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

**1.06 WEEKLY RECORD OF WORKING DAYS**

A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

**1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**

B. Working days will be charged under the following circumstances:

1. Prior to Commencement of Work: Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.

2. After Commencement of Work: One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

   Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

   As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

**1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS**

A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.

B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

**1.08 TEMPORARY SUSPENSION OF WORKING DAYS**

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

## 1.09 EXTENSION OF TIME

**A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.

**B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:

1. **Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

2. **Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.

3. **Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.

4. **Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.

5. **Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.

6. **Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.

7. **Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

**C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.

**D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT

**A. Superintendent**:

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.

2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.

3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

**B. Workers:**

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.

2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

**C. Methods and Equipment:**

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.

3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.

4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

## 1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

## 1.12 LIQUIDATED DAMAGES

A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.

B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

## 1.13 BREACH OF CONTRACT

A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:

1. Failure by the Contractor to begin work at the time specified;

2. Failure by the Contractor to complete the work within the contract period or any extension thereof;

3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;

**1.13 BREACH OF CONTRACT (Continued)**

4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
6. Failure or refusal by the Contractor to remove rejected materials;
7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.

D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.

E. The Contractor shall be liable for the Jurisdiction’s attorney fees incurred as a result of the Contractor’s breach of contract.

**1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY**

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in Section 1090, 1.08 - Acceptance and Final Payment hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

# MEASUREMENT AND PAYMENT

## 1.01 MEASUREMENT

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

## 1.02 SCOPE OF PAYMENT

A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.

B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in Section 1090, 1.05 - Progress Payments.

C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

## 1.03 LUMP SUM BREAKDOWNS

A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.

B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

## 1.04 PAYMENT FOR CHANGE ORDERS

A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in Section 1040, 1.07 - Change Orders.

B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

## 1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.

2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.

3. Lump Sum: By an acceptable lump sum proposal from the Contractor.

## 1.05 PROGRESS PAYMENTS

**A. Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in Section 1090, 1.07, B - Sales Tax and Use Tax.

**B. Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer. Early release of retained funds may be requested by the Contractor according to Iowa Code Section 26.13.

**C. Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

## 1.06 PAYMENT OF RETAINAGE

A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.

B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced with 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

## 1.07 SALES AND USE TAX STATEMENT

A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than $1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.

B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to Section 1020, 1.08, no sales, use, or service statement is required.

## 1.08 ACCEPTANCE AND FINAL PAYMENT

A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.

B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.

C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.

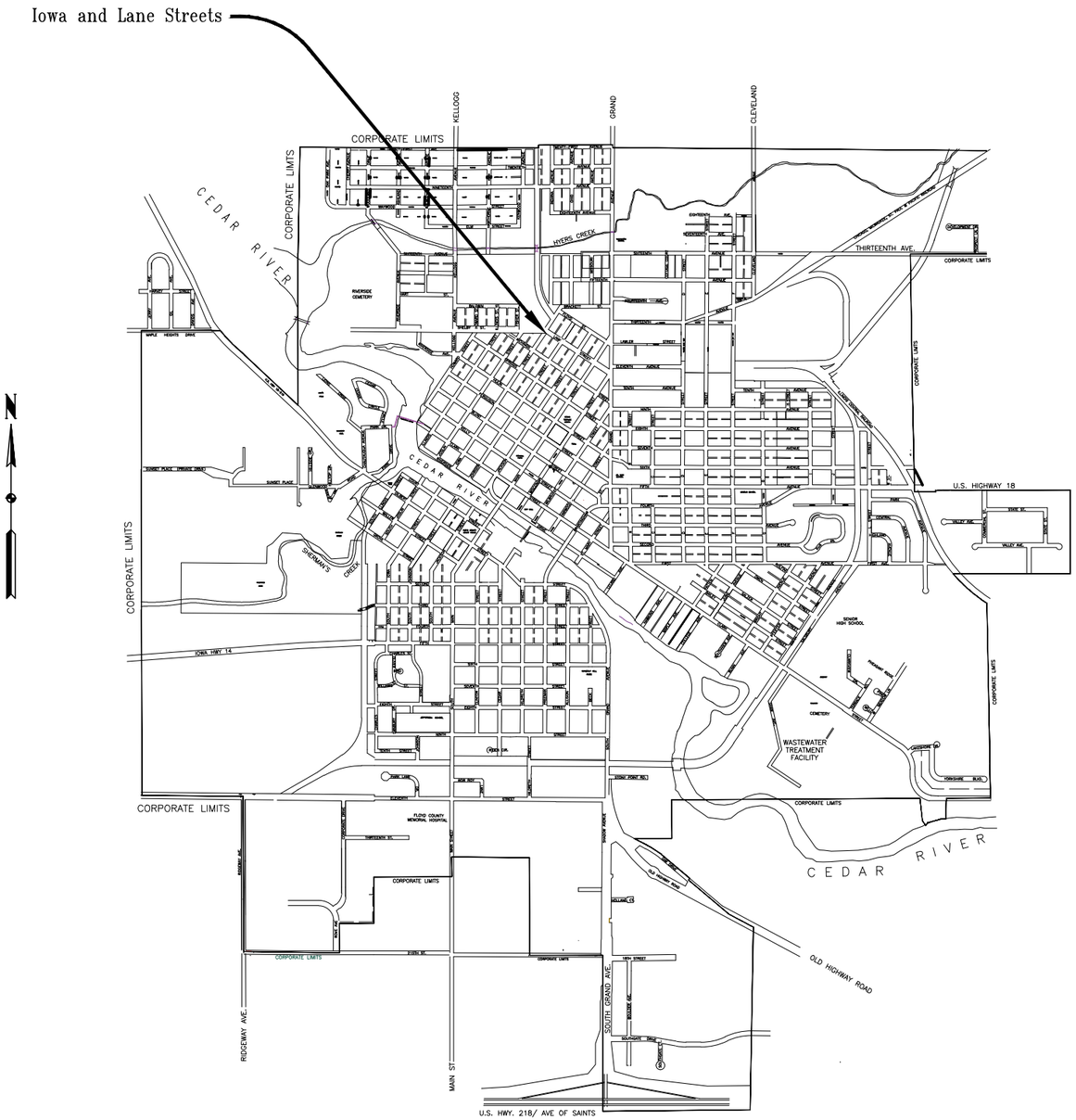
D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

# 2026 IOWA – LANE STREETS INTERSECTION IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

2025




CHARLES CITY
LOCATION MAP
NO SCALE

**IOWA ONE CALL**
**800 / 292-8989**
**TOLL FREE**
**CALL - BEFORE - YOU - DIG**

NOTE – DOT/FRA Crossing Number – 385429E

### CITY OFFICIALS

MAYOR: Dean Andrews
CITY ADMINISTRATOR: Tyler Trout
CITY ATTORNEY: Brad Sloter
CITY CLERK/FINANCE OFFICER: Brittney Lentz ICMC/ICMFO
CITY ENGINEER: John Fallis, PE CFM

### CITY COUNCIL

Philip Knighten
Patrick Lumley
Krista Noah
Jeff Otto
Phoebe Pittman

### INDEX OF SHEETS


1 – Cover Sheet
2 – Typical Sections
3 – Existing Conditions
4 – Removals – Option 1
5 – Removals – Option 2
6 – Removals – Option 3
7 – Water Main Plan – Options 1 and 2
8 – Water Main Plan – Option 3
9 – Pavement Improvements – Option 2
10 – Pavement Improvements – Option 3
11 – Sign Details
12 – Water Main Details


### BENCHMARK INFORMATION

Sta 40+77 Lt. – Arrow on Fire Hydrant.....Elev. 100.00


**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

COVER SHEET
IOWA–LANE INTERSECTION
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

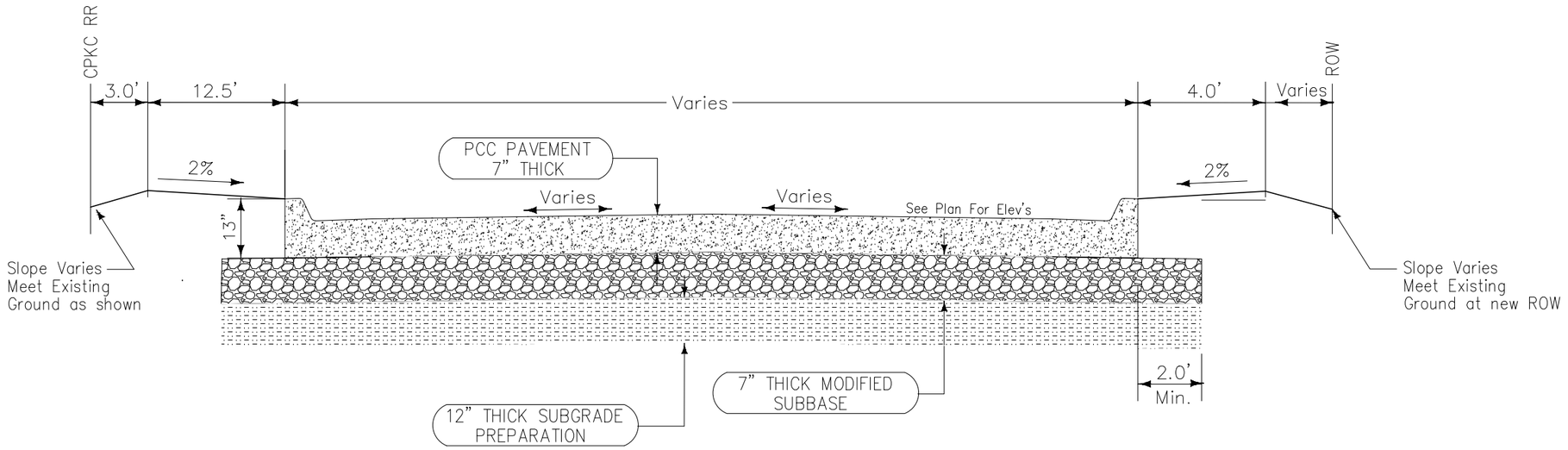
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

John D. Fallis, P.E. — Date
License Number 12584
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
Entire Permitting Set

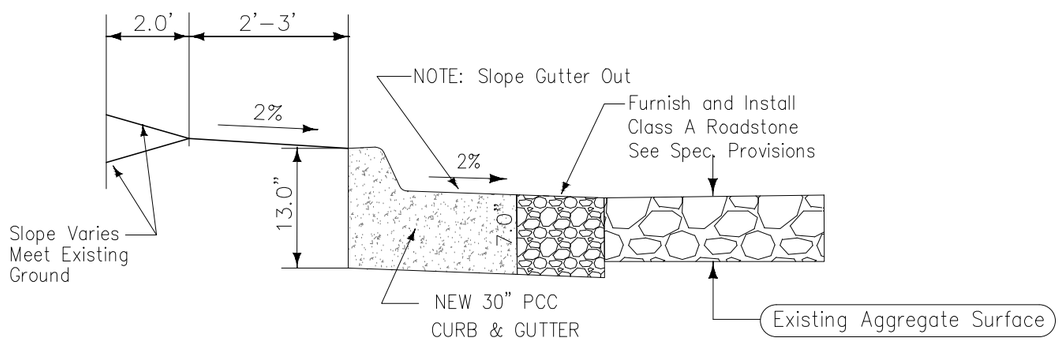
PROFESSIONAL ENGINEER
JOHN D. FALLIS
12584
LICENSED
IOWA

SCALE: NO SCALE

SHEET
1 OF 12




IOWA & LANE STREETS PCC PAVING
TYPICAL SECTION




30" PCC CURB & GUTTER DETAIL
See Special Provisions

**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

IOWA LANE INTERSECTION IMPROV. PROJECT
TYPICAL SECTIONS
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET
2 OF 12

Future 30" PCC Curb and Gutter

T & C Machine
915 North Iowa Street

Crossing To Be Removed By Others

P.I. 40+00.00
S 49°

HORIZ.
10 0 10 20

RR
Cabinet

CPKC Railroad

Existing 4" Water

Existing 6" Water

Future Street
Pavement
See Sheet 5 of 6

BM

Existing 8" Water

CPKC RR ROW

NOTE: Contractor shall transfer BM elevation prior to removing existing fire hydrant

807

BOP 39+00.00
39°

North Iowa Street

808

806

41°

P.I. 41+00.00

Lane Street

66' Street ROW

Alley

CHARLES CITY, IOWA

**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

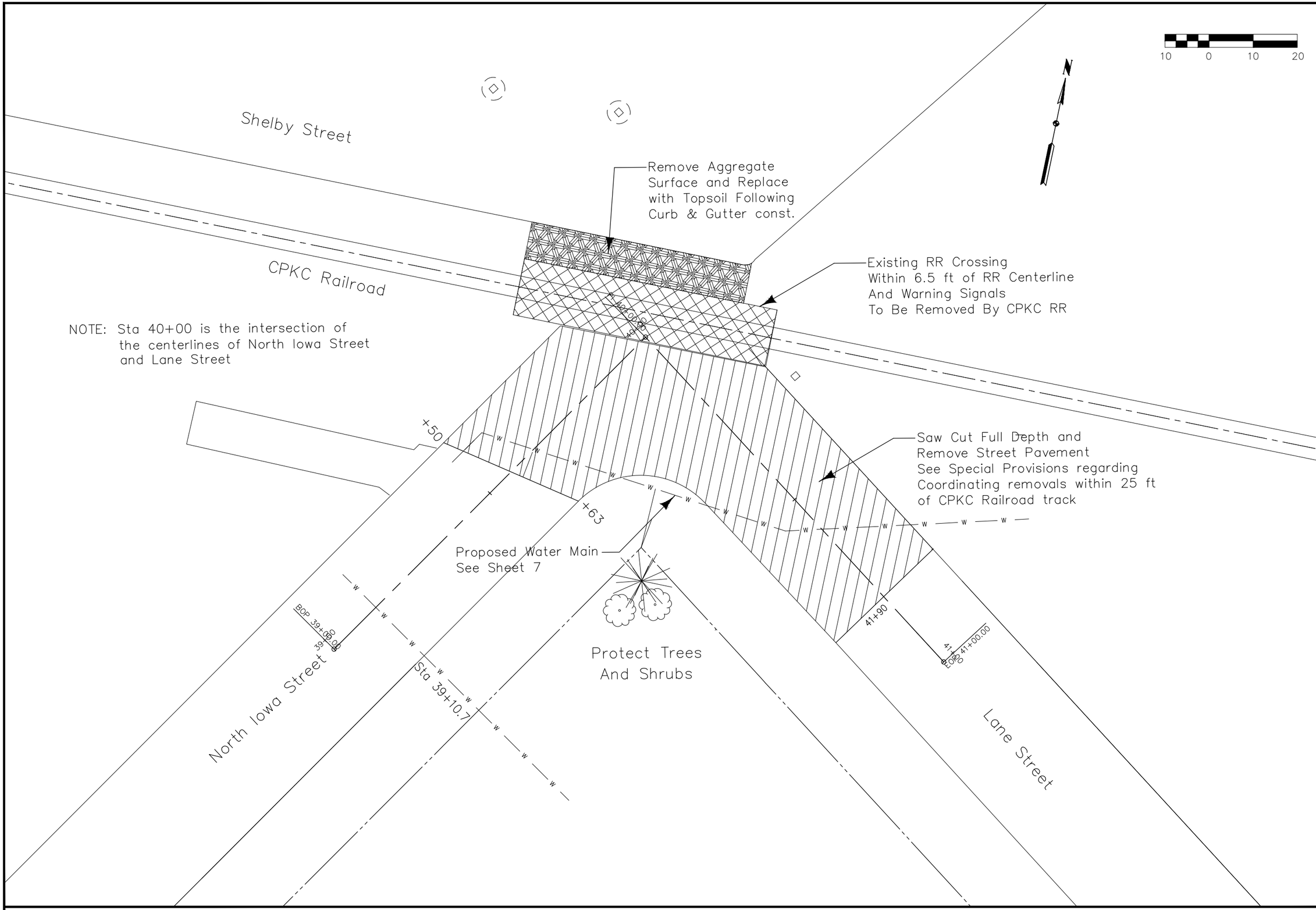
REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 LANE–IOWA ST. INTERSECTION IMPROVE. PROJ.
EXISTING CONDITIONS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
3 OF 12





**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

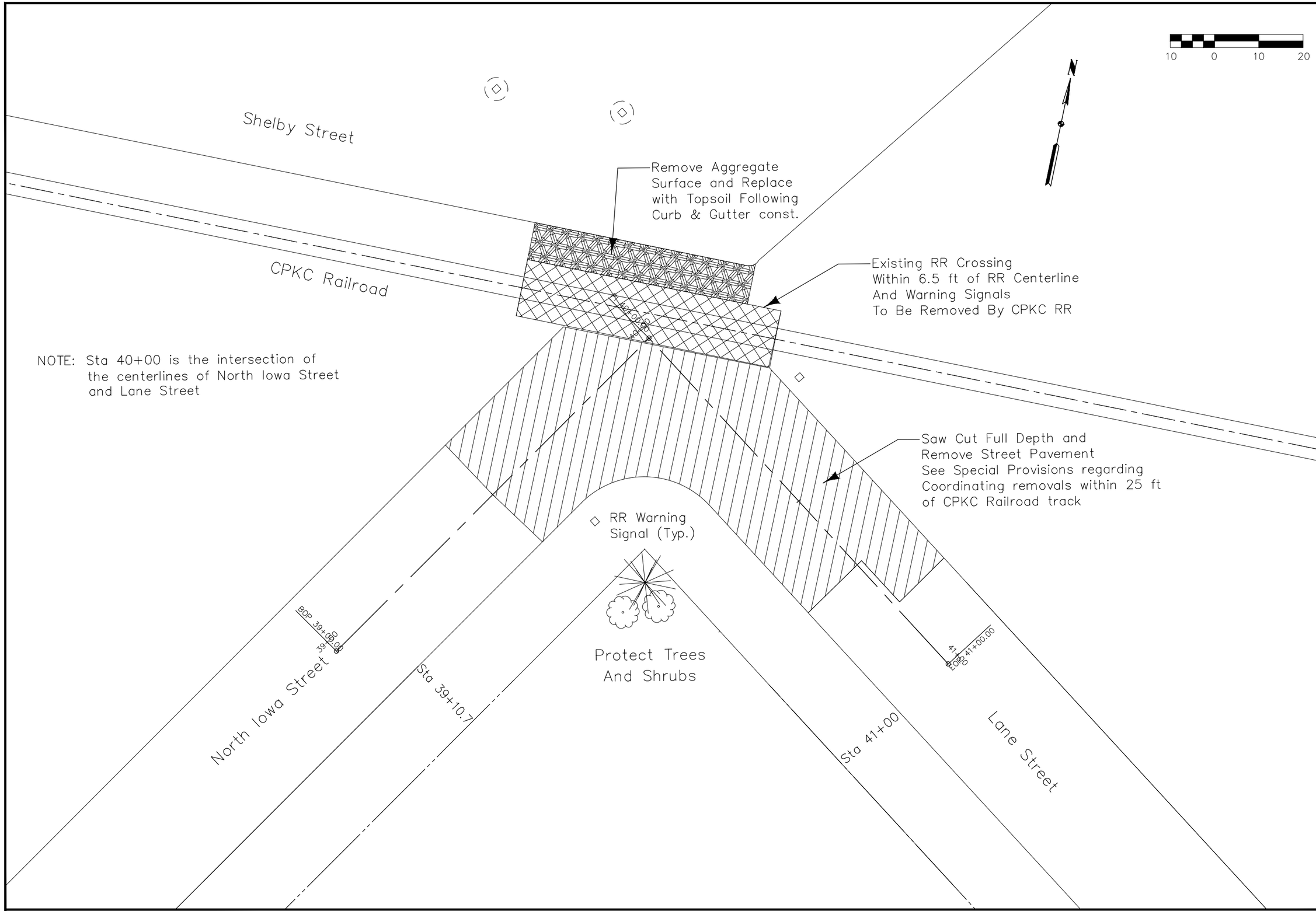

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTION 1
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
PAVEMENT AND SITE REMOVALS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
4 OF 12





**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

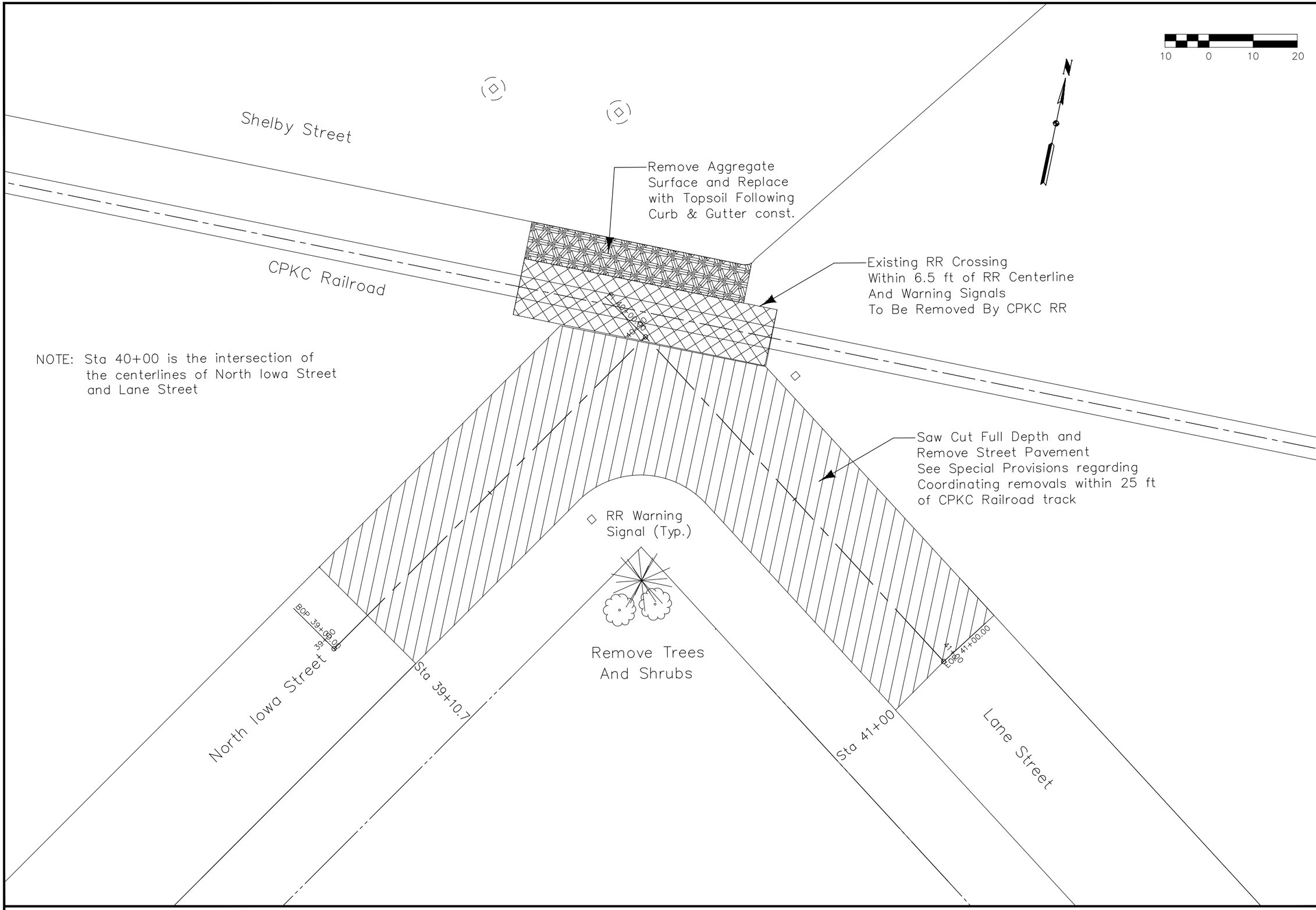

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTION 2
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
PAVEMENT AND SITE REMOVALS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
5 OF 12





**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

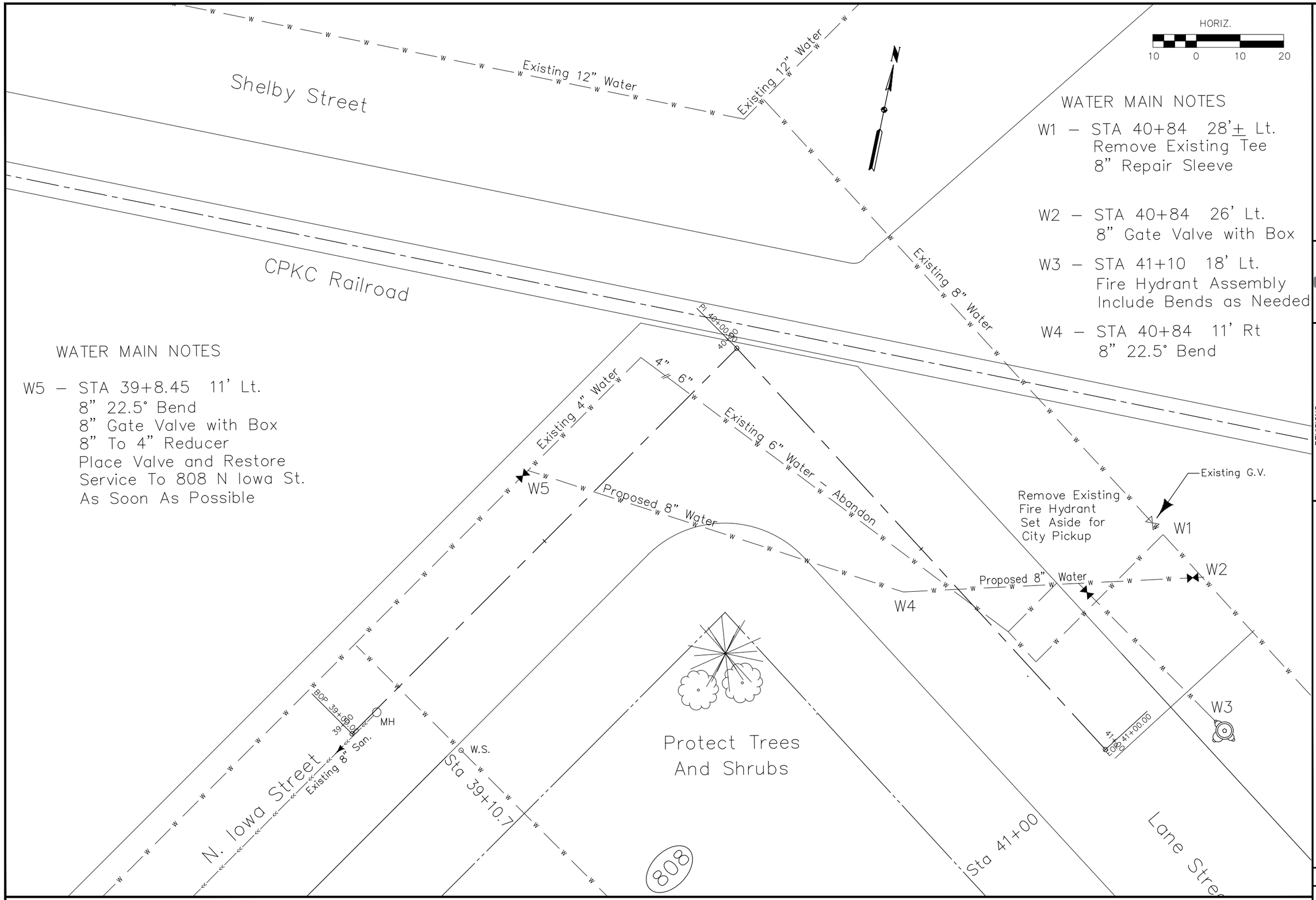

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTION 3
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
PAVEMENT AND SITE REMOVALS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
6 OF 12





**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTIONS 1 AND 2
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
WATER MAIN PLAN
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
7 OF 12

Shelby Street

CPKC Railroad

Existing 12" Water

Existing 12" Water

HORIZ.
10 0 10 20

N

WATER MAIN NOTES

W1 – STA 40+84 28'± Lt.
8" Cutting In Sleeve
8" on 8" Tee
Remove Existing Tee

W2 – STA 40+84 26' Lt.
8" Gate Valve with Box

W3 – STA 40+78 17.5' Lt.
Fire Hydrant Assembly

W4 – STA 40+84 11' Rt
8" 45° Bend
8" 22.5° Bend

WATER MAIN NOTES

W5 – STA 39+53 11' Lt.
8" 45° Bend
8" 22.5° Bend

W6 – STA 39+15 11' Lt.
8" Gate Valve with Box
8" To 4" Reducer
Place Valve and Restore
Service To 808 N Iowa St.
As Soon As Possible

PI 40+00.00
40°

4" 6"

Existing 4" Water

Existing 6" Water

Existing G.V.

W5

W6

W1

W2

W3

W4

Proposed 8" Water

Proposed 8" Water

Proposed 8" Water

Existing 8" Water

BOP 39+09.00
39°

MH

Existing 8" San.

N. Iowa Street

W.S.

Sta 39+10.7

Remove Trees
And Shrubs

808

Sta 41+00

EOP 41+00.00
41°

Lane Street

CHARLES CITY, IOWA

**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTION 3
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
WATER MAIN PLAN
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
8 OF 12

HORIZ.
10 0 10 20

Construct 75 LF
30" PCC Curb & Gutter
Match existing Elevations
See Details and
Special Provisions

15.0'

CPKC Railroad

Furnish and Install
SI-182 Urban Road Closure
North & South Side of RR
Locations to be determined
at the time of construction
North Side – 5 Markers @ 7'
South Side – 7 Markers @ 8'

26.1'

Furnish and Install
R1-1 with Alt. Sign
W3-1A MUTCD Warning Sign
for both directions
Locations to be determined
at the time of construction

4'
15' R
PRC +61.80
101' R
39+50
Match
40.76'
Match 96.97G
32' R
PC Match
PT +49.50
PT +71.70
40+82
BOP 39+00.00
28.25'
40+70
15.5' Match
15.5' Match
EOP 41+00.00
31' PCC B to B
W1-1
W1-1
North Iowa St.
Lane Street

CHARLES CITY, IOWA


**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

OPTION 2
2026 IOWA / LANE INTERSECTION IMPROVE. PROJ.
PROPOSED PAVEMENT IMPROVEMENTS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
9 OF 12

Curve C–1
Inside Back of Curb
Delta = 92° 28' 48"
Length = 112.99'
Radius = 70.00'
PC = 39+10.72
PT = 40+48.72

Curve C–2
Centerline
Delta = 92° 28' 48"
Length = 138.00'
Radius = 85.50'
PC = 39+10.72
PT = 40+48.72

Curve C–3
Outside Back of Curb
Delta = 92° 28' 48"
Length = 163.02'
Radius = 101.00'
PC = 39+10.72
PT = 40+48.72

HORIZ.
10 0 10 20

15.0'

Construct 75 LF
30" PCC Curb & Gutter
Match existing Elevations
See Details and
Special Provisions

CPKC Railroad

Furnish and Install
SI–182 Urban Road Closure
North & South Side of RR
Locations to be determined
at the time of construction
North Side – 5 Markers @ 7'
South Side – 7 Markers @ 8'

Rem. & Rep Driveway
Pavement As Shown

26.1'

40.76' @ 0.88%
40.76' @ 0.88%
40.76' @ 0.88%
40.76' @ 0.88%
34.50' @ 1.04%
34.50' @ 1.22%
34.50' @ 0.78%
34.50' @ 0.67%
28.25' @ 0.84%
28.25' @ 0.84%
28.25' @ 0.84%
28.25' @ 0.84%
10.10' @ 0.89%
10.10' @ 0.80%

97.83C / 97.33G
98.19C / 97.69G
98.55C / 98.05G
98.57C / 98.07G
98.00CL
98.27CL
98.03C / 97.53G
98.26C / 97.76G
98.50CL
97.64CL
97.79C / 97.29G
98.58C / 98.08G
98.58CL
98.09G
97.99G
97.22CL
97.05G
96.97G
Match

2.1%
2.1%
2.3%
3.1%
3.4%
2.9%
3.3%

15.5'
15.5'

BOP 39+00.00
EOP 41+00.00

31' PCC
B to B

Furnish and Install
W1–1 MUTCD Warning Sign
for both directions
Locations to be determined
at the time of construction

W1–1
W1–1

North Iowa St.

Lane Street

Radius Point
Note: Dwelling Not
Shown For Clarity

CHARLES CITY, IOWA


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS
NO. DATE DESCRIPTION

OPTION 3
2026 IOWA / LANE INTERSECTION IMPROVE. PROJ.
PROPOSED PAVEMENT IMPROVEMENTS
CHARLES CITY, IOWA

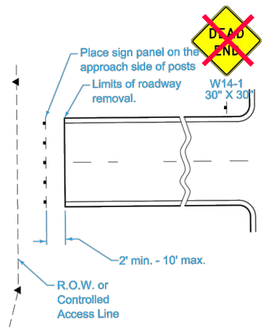
SCALE: AS SHOWN

SHEET
10 OF 12

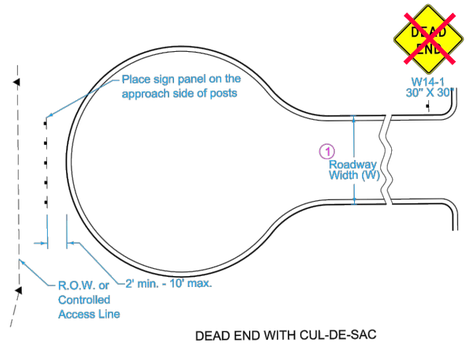
R1–1
With Alternate Sign



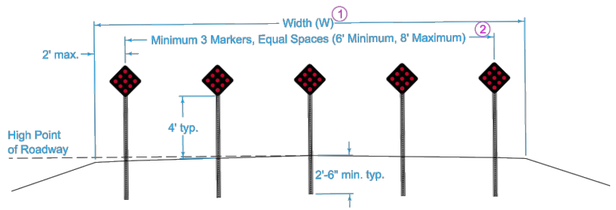

W3–1A



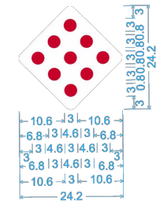

DEAD END WITHOUT CUL-DE-SAC




DEAD END WITH CUL-DE-SAC




APPROACH VIEW




OM4-2;
18.0" across sides 1.5" Radius,
No border, Black; 3

END OF ROADWAY MARKER FABRICATION

Price bid for "Permanent Road Closure, Urban, SI-182" includes furnishing and installing the closure, signs, posts, and hardware.

Closures will be counted and the contractor will be paid the contract unit price for each closure.

1. Width includes the width of the existing roadway and shoulders.
2. Type I delineator posts.
3. Use 0.063 inch aluminum blank with Type IV retro reflective sheeting for sign panel.

NOTE: Eliminate the W14–1, Dead End, sign at both locations

Possible Contract Item:
Permanent Road Closure, Urban, SI-182

Possible Tabulation:
102-4

IOWA | DOT
STANDARD ROAD PLAN

| REVISION | |
|---|---|
| 2 | 04-19-16 |

SI-182
SHEET 1 of 1

REVISIONS: Removed OM4-1 and OM4-3 from END OF ROADWAY MARKER FABRICATION detail. Revised note 3 and APPROACH VIEW detail.

APPROVED BY DESIGN METHODS ENGINEER

**PERMANENT ROAD CLOSURE - URBAN**

W1–1L

W1–1R

CHARLES CITY, IOWA

Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616

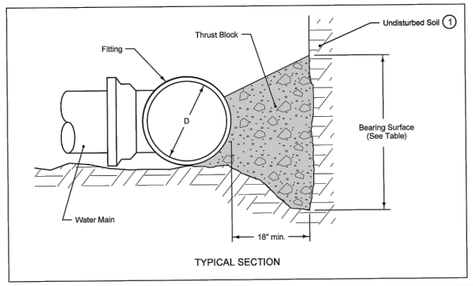
REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

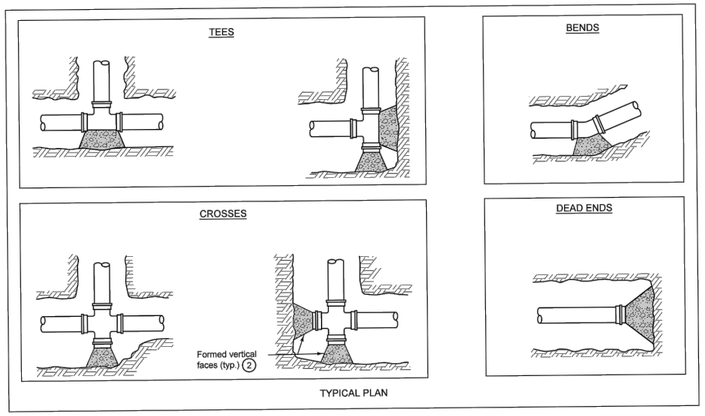
2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
SIGN DETAILS
CHARLES CITY, IOWA

SCALE: NONE

SHEET 11 OF 12




TYPICAL SECTION




TYPICAL PLAN

Encase all fittings in polyethylene wrap. Do not allow concrete to directly contact joints or fitting bolts.

(1) Extend thrust blocks to undisturbed soil. Excavation into trench wall may be necessary.

(2) Form vertical surfaces of poured concrete thrust blocks except on bearing surface.

| Diameter of Pipe, D (inches) | MINIMUM BEARING SURFACE (sf) | | | | |
|---|---|---|---|---|---|
| | Bends | | | | Tees and Dead Ends |
| | 11½° | 22½° | 45° | 90° | |
| 4 | 1 | 2 | 3 | 4 | 3 |
| 6 | 2 | 3 | 5 | 8 | 6 |
| 8 | 2 | 4 | 8 | 14 | 10 |
| 10 | 3 | 6 | 12 | 21 | 15 |
| 12 | 5 | 9 | 18 | 30 | 21 |
| 14 | 6 | 11 | 22 | 40 | 28 |
| 16 | 7 | 14 | 28 | 51 | 36 |
| 18 | 9 | 18 | 35 | 64 | 45 |
| 20 | 11 | 22 | 42 | 78 | 55 |
| 24 | 16 | 31 | 61 | 111 | 79 |
| 30 | 24 | 48 | 93 | 171 | 121 |
| 36 | 34 | 68 | 133 | 245 | 173 |

Minimum surface area based on water pressure of 150 psi and allowable soil pressure of 1,000 psf.

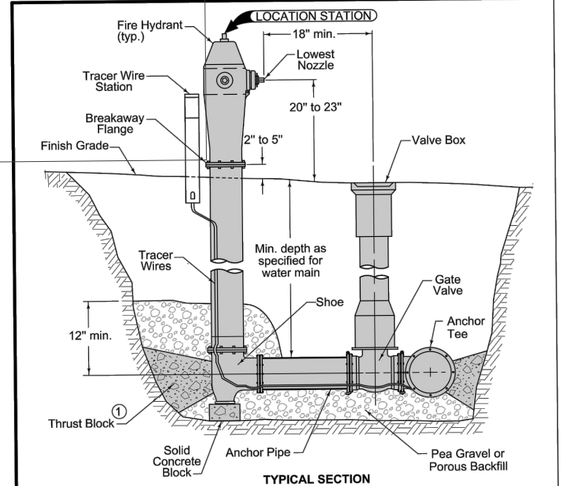
| SUDAS | INTERIM | REVISION 2 01-01-26 |
|---|---|---|
| FIGURE 5010.101 | STANDARD ROAD PLAN | WM-101 |
| | | SHEET 1 of 2 |

REVISIONS: Updated table and notes to match SUDAS.

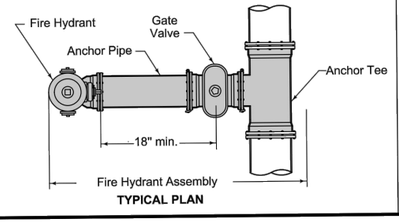
SUDAS DIRECTOR — DESIGN METHODS ENGINEER

**THRUST BLOCKS**

FIGURE 5010.101 | SHEET 1 OF 2




TYPICAL SECTION



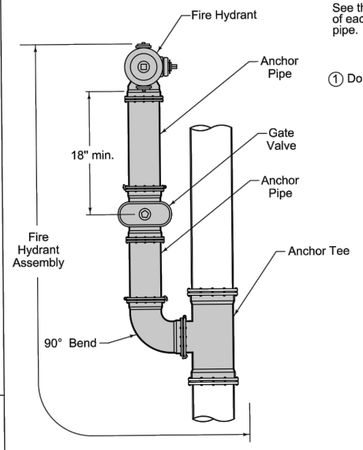

TYPICAL PLAN

Use ductile iron pipe with restrained mechanical joints for fire hydrant assembly and anchor tee.

All shaded items are included in the Fire Hydrant Assembly bid item.

See the contract documents for the location of each hydrant and the length of ancoring pipe.

(1) Do not cover drain holes or tracer wire.




ALTERNATE PLAN

| SUDAS | IOWADOT | REVISION 4 04-19-22 |
|---|---|---|
| FIGURE 5020.201 | STANDARD ROAD PLAN | WM-201 |
| | | SHEET 1 of 1 |

REVISIONS: Added general note for location and length.

BUREAU DIRECTOR — DESIGN METHODS ENGINEER

**FIRE HYDRANT ASSEMBLY**

FIGURE 5020.201 | SHEET 1 OF 1


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 IOWA – LANE ST. INTERSECTION IMPROV. PROJ.
WATER MAIN DETAILS
CHARLES CITY, IOWA

SCALE: NONE

SHEET 12 OF 12

# PROJECT SPECIFICATIONS
# FOR
# 2026 IOWA LANE STREETS
# INTERSECTION IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

## 2026

| | |
|---|---|
| LICENSED PROFESSIONAL ENGINEER<br>JOHN D.<br>FALLIS<br>12584<br>IOWA | 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.<br><br>_____<br>John D. Fallis, P.E. Date<br><br>License number 12584<br><br>My license renewal date is December 31, 2026.<br><br>Pages or sheets covered by this seal:<br>Entire Permitting Set |

Prepared by:
Charles City Engineering Department
900 Clark Street
Charles City, IA 50616

## CITY OFFICIALS

| | |
|---|---|
| Mayor | Dean Andrews |
| City Council: | Phillip Knighten<br>Patrick Lumley<br>Krista Noah<br>Jeff Otto<br>Phoebe Pittman |
| City Administrator: | Tyler Trout |
| City Attorney: | Brad Sloter |
| City Clerk/Finance Officer | Brittney Lentz, ICMC/ICMFO |
| City Engineer | John Fallis, PE, CFM |

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The SUDAS Standard Specifications technical sections, Division 2 through Division 11, are included by reference and are available online at:

http://www.iowasudas.org/manuals/manual.cfm?manual=specifications

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 2026 IOWA LANE STREETS INTERSECTION IMPROVEMENT PROJECT IN AND FOR THE CITY OF CHARLES CITY, IOWA,

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Zastrow Room, Charles City Public Library, Charles City, Iowa, on the 16th day of March, 2026, the City Council of the City of Charles City, Iowa, will hold a public hearing on the proposed plans, specifications, form of contract and estimate of cost as well as acting on the proposals received for said improvements.

At said hearing, any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Published upon order of the City Council of the City of Charles City, Iowa.

CITY OF CHARLES CITY, IOWA

Attest: /s/Brittney Lentz
City Clerk

NOTICE TO BIDDERS FOR THE
2026 IOWA LANE STREETS INTERSECTION IMPROVEMENT PROJECT
IN AND FOR THE CITY OF CHARLES CITY, IOWA.

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Charles City, Iowa, at said office in the City Hall at Charles City, Iowa, until 2:00 o'clock p.m. on the 12th day of March 2026, for the construction of the 2026 Iowa Lane Streets Intersection Improvement Project and as hereinafter described in general and as described in detail in the plans and specifications now on file in the Office of the City Clerk, Charles City, Iowa. Proposals will be opened and read aloud immediately following 2:00 p.m. on the same day in the City Hall, Charles City, Iowa.

The final scope of work shall be determined by the City Council at the time of the award based on the selected option by the City Council. The extent of the work involved is the furnishing of labor, equipment and new materials for the construction of the Improvements. Approximate quantities for major construction items include the following. More precise quantities by option are shown on the proposal form.

| Description | Quantity |
|---|---|
| Excavation | 175 C.Y. |
| Pavement Removal | 290 S.Y. |
| Modified Subbase | 250 Ton |
| 8" Water Main | 150 L.F. |
| Fire Hydrant Assembly | 1 Each |
| 8" Gate Valve with Box | 1 Each |
| 8" Gate Valve with Live Tap | 1 Each |
| 7" PCC Street Pavement | 540 S.Y. |
| Urban Road Closure | 2 Each |
| Signs | 22 S.F. |
| Perforated Square Steel Tube Post and Anchor | 20 L.F. |
| Topsoiling and Seeding | 9,500 S.F. |
| Construction Layout and Surveying | Lump Sum |
| Temporary Traffic Control | Lump Sum |
| Mobilization | Lump Sum |
| Railroad Protective Insurance | Lump Sum |

The Proposal shall be made out on the form furnished by the City of Charles City and obtained from the Charles City City Engineer and must be submitted in a sealed envelope and accompanied with a bid security in a separate sealed envelope consisting of either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 10% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 10% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 10% of bid amount.

The bid security shall be made payable to the Treasurer of the City of Charles City, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the municipality as liquidated damages in the event the

successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the municipality insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The municipality will accept bid bond forms that meet the Requirements of Iowa Code, Section 384.97(5).

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

The City of Charles City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex age, or disability in consideration for an award.

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

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The work under this project shall commence when the street work on the 2026 Brackett Street CN Railroad Crossing Improvement Project is substantially complete and open to traffic by first setting up temporary traffic control and closing the streets to allow the CPKC Railroad to remove the crossing material and railroad warning signage.

Work on this project shall be completed on or before August 31, 2026.

Payment for said “Iowa Lane Streets Intersection Improvement Project“ will be made from cash on hand or from such other funds as may be legally used for such purposes. The Contractor shall prepare monthly a summary of the quantities of completed work. The Engineer will verify the summary prior to preparing the payment application. Monthly estimates will be made by the CITY and payment will be made to the CONTRACTOR in the amount of ninety seven percent (97%) of said estimate on or about the tenth of the following month. In accordance with Iowa Code Chapter 573, final payment of retained funds shall be released thirty (30) days following the City Council action accepting the project and authorizing final payment.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City Council and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Charles City Engineering Department which plans and specifications and the proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the Charles City City Clerk and may be examined by the bidders.

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $10.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Electronic copies of the bidding documents are available by contacting the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# INFORMATION FOR BIDDERS

Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council
Charles City, Iowa
Bid for 2026 Iowa Lane Streets Intersection Improvement Project

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Telegraphic or facsimile proposals will not be considered, but modifications by telegraph or facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.

Proposal Guaranty

See Notice to Bidders for requirements and responsibility.

Award

The City Council will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, any unresponsive bid, or to waive any technicalities in bids received. The basis of award shall be the lowest responsible bid for the selected option by the City Council.

Time for Completion

The work under this project shall commence when the street work on the 2026 Brackett Street CN Railroad Crossing Improvement Project is substantially complete and open to traffic by first setting up temporary traffic control and closing the streets to allow the CPKC Railroad to remove the crossing material and railroad warning signage.

Work on this project shall be completed on or before August 31, 2026.

Any extension of time shall be at the discretion and express approval of the City Council.

Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the City Council, he/she shall be held liable, as liquidated damages, for a sum equal to one hundred dollars ($100.00) per day for each day after the time set for completion.

Return of Proposal Guaranty

Proposal guarantees of the lowest two or more bidders may be retained until a contract is awarded or rejection made, but not to exceed forty-five (45) days after the opening of bids. Other proposal guarantees not retained may be returned after the canvas and tabulation of bids is completed.

Owner

Whenever the term “Owner” appears in these specifications, it shall mean the City of Charles City, Iowa.

Engineer

Whenever the term “Engineer” appears in these specifications, it shall be understood to mean the Charles City City Engineer, or duly authorized representative(s), such representatives acting severally within the scope of the particular duties entrusted to them.

Drawings

The drawings which show the details of the work specified herein are designated the “Plans” and form an integral part of the specifications and contract documents.

Right-of-Way

The Owner will furnish all property or right-of-way (ROW) necessary for the construction of the project. The Contractor shall conduct his operations within the right-of-way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

Payment and Contractor’s Responsibility

By the fourth ($4^{th}$) of each month, the Contractor shall present to the Engineer a listing of quantities completed during the previous month for the preparation of a monthly payment request. Failure in submitting a quantity listing in a timely manner may delay payment to the Contractor.

The Contractor should refer to the Notice to Bidders for the method of financing and work progress payments. Payment will be made from cash on hand or from such other funds from the Fiscal Year 2027 budget.

Product Names Stipulated

Catalog numbers and product names are given for identification purposes only and the Contractor may use equivalent materials of other reputable manufacturers that are similar in design and equal in performance subject to the approval of the Engineer.

Schedule of Work and Pre-Construction Conference

The Contractor to whom an award is made is expected to prepare a schedule of work for the Engineer's approval prior to the beginning of construction.

The pre-construction conference shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. Representatives of the various utility companies will be invited to the pre-construction conference to begin early coordination and cooperation.

Bond and Insurance Requirements

The Contractor shall present the following documents before completion and signing of the contract:

A. Performance Bond equal to 100% of the contract amount.

B. Maintenance Bond whereby the Contractor expressly agrees to maintain the work for four (4) years for paving and two (2) years for underground utility construction from the date of final acceptance by the City Council. It is understood and agreed that the maintenance shall cover all repairs and replacements made necessary by defects in material and workmanship and such maintenance shall be provided without additional charge or cost to the Owner.

C. The Contractor shall file an insurance certificate verifying the insurance coverage's required in Section 1070 of the General Provisions and Covenants.

Sales Tax Form

All sales and use taxes associated with the project construction shall NOT be included in the Contractor's bid. No allowance shall be made over the contract sum for any tax claims. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract.

Plan Availability

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $20.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Bidders may contact the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct the 2026 Iowa Lane Streets Intersection Improvement Project.

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work, are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Conditions and Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

| Addendum No. | Dated |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Contractor understands that this proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

With the above understood, the undersigned proposes to furnish the materials, labor, machinery, and equipment to construct the project items at the prices shown on the following pages:

**NOTE: Complete the entire proposal form providing total bid prices for Option 1, Option 2, and Option 3. Sign and date page 5 of this proposal form**

OPTION 1 – DEAD END NORTH IOWA STREET AND LANE STREET

| | Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1. | Pavement Removal | S.Y. | 630 | $_____ | $_____ |
| 2. | 30" PCC Curb and Gutter | L.F. | 75 | $_____ | $_____ |
| 3. | 8" Water Main | L.F. | 130 | $_____ | $_____ |
| 4. | 8" Gate Valve with Box | Each | 2 | $_____ | $_____ |
| 5. | Fire Hydrant Assembly | Each | 1 | $_____ | $_____ |
| 6. | Fittings | Lbs. | 500 | $_____ | $_____ |
| 7. | Urban Road Closure with five (5) Markers | Each | 3 | $_____ | $_____ |
| 8. | Signs | S.F. | 20 | $_____ | $_____ |
| 9. | Perforated Square Steel Tube Post and Anchor | L.F. | 40 | $_____ | $_____ |
| 10. | Seeding | S.F. | 5,000 | $_____ | $_____ |
| 11. | Railroad Protective Insurance | | Lump Sum | | $_____ |
| 12. | Construction Layout and Surveying | | Lump Sum | | $_____ |
| 13. | Temporary Traffic Control | | Lump Sum | | $_____ |
| 14. | Mobilization | | Lump Sum | | $_____ |
| | | | **Total Bid Option 1** | | **$_____** |

OPTION 2 – ONE LANE CONNECTION BETWEEN NORTH IOWA AND LANE STREETS

| Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 1. Excavation | C.Y. | 100 | $_____ | $_____ |
| 2. Pavement Removal | S.Y. | 400 | $_____ | $_____ |
| 3. Modified Subbase | Ton | 105 | $_____ | $_____ |
| 4. 7” PCC Pavement | S.Y. | 220 | $_____ | $_____ |
| 5 30” PCC Curb and Gutter | L.F. | 75 | $_____ | $_____ |
| 6. 8” Water Main | L.F. | 130 | $_____ | $_____ |
| 7. 8” Gate Valve with Box | Each | 2 | $_____ | $_____ |
| 8. Fire Hydrant Assembly | Each | 1 | $_____ | $_____ |
| 9. Fittings | Lbs. | 500 | $_____ | $_____ |
| 10. Urban Road Closure with seven (7) Markers | Each | 1 | $_____ | $_____ |
| 11. Urban Road Closure with five (5) Markers | Each | 1 | $_____ | $_____ |
| 12. Signs | S.F. | 20 | $_____ | $_____ |
| 13. Perforated Square Steel Tube Post and Anchor | L.F. | 40 | $_____ | $_____ |
| 14. Seeding | S.F. | 5,000 | $_____ | $_____ |
| 16. Railroad Protective Insurance | | Lump Sum | | $_____ |
| 17. Construction Layout and Surveying | | Lump Sum | | $_____ |
| 18. Temporary Traffic Control | | Lump Sum | | $_____ |
| 19. Mobilization | | Lump Sum | | $_____ |
| | | **Total Bid Option 2** | | **$_____** |

OPTION 3 – TWO LANE CONNECTION BETWEEN NORTH IOWA AND LANE STREETS

| Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|
| 1. Excavation | C.Y. | 300 | $_____ | $_____ |
| 2. Pavement Removal | S.Y. | 630 | $_____ | $_____ |
| 3. Driveway Removal | S.F. | 45 | $_____ | $_____ |
| 4. M9dified Subbase | Ton | 250 | $_____ | $_____ |
| 5. 7” PCC Street Pavement | S.Y. | 540 | $_____ | $_____ |
| 6. 6” PCC Driveway Pavement | S.Y. | 170 | $_____ | $_____ |
| 7. 30” PCC Curb and Gutter | L.F. | 75 | $_____ | $_____ |
| 8. 8” Water Main | L.F. | 200 | $_____ | $_____ |
| 9. 8” Gate Valve with Box | Each | 2 | $_____ | $_____ |
| 10. Fire Hydrant Assembly | Each | 1 | $_____ | $_____ |
| 11. Fittings | Lbs. | 650 | $_____ | $_____ |
| 12. Urban Road Closure with seven (7) Markers | Each | 1 | $_____ | $_____ |
| 13. Urban Road Closure with five (5) Markers | Each | 1 | $_____ | $_____ |
| 14. Signage | S.F. | 18 | $_____ | $_____ |
| 15. Perforated Square Steel Tube Post and Anchor | L.F. | 20 | $_____ | $_____ |
| 16. Seeding | S.F. | 9,500 | $_____ | $_____ |
| 17. Railroad Protective Insurance | | Lump Sum | | $_____ |
| 18. Construction Layout and Surveying | | Lump Sum | | $_____ |
| 19. Temporary Traffic Control | | Lump Sum | | $_____ |
| 20. Mobilization | | Lump Sum | | $_____ |
| | | **Total Bid Option 3** | | **$_____** |

Dated this _____ day of _____, 2025.

Letting Date: March 12, 2026
Letting Time: 2:00 PM
Letting Place: Charles City Temporary City Hall
507 Clark Street
Charles City, Iowa 50616

_____

By_____

Address_____

_____

# CONTRACT

This contract, made as of the _____ day of_____, 2026 by and between City of Charles City, Iowa, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed 2026 Iowa Lane Streets Intersection Improvement Project hereinafter called the Project, in accordance with the Drawings, Specifications, Addenda and other Contract Documents prepared by the Charles City Engineering Department.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

2. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of:
_____ Dollars ($_____) in accordance with the provisions of the Contract Documents.

3. This contract and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

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

5. IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

_____
Contractor

_____
By

_____
City State

_____
Mayor

_Charles City, __Iowa_____
City State

ATTEST:

_____
City Clerk

**PERFORMANCE AND MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

_____

(Hereinafter called the "Principal")

_____

a (Corporation) (Partnership) (Individual)

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto _____ (hereinafter called the "Obligee,") in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 2026, the said Principal entered into a written agreement with said Obligee for the construction of 2026 Iowa Lane Streets Intersection Improvement Project as set forth in detail in the Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Proposal, Plans, Specifications, Notice to Bidders, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for four (4) years for paving construction and two (2) years for underground utility construction after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials 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 public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as by law.

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

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the _____ day of _____, 2026.

(SEAL)

ATTEST: _____ _____
Principal

By: _____

Title: _____

(SEAL)

ATTEST: _____ _____
Surety

By: _____

# SPECIAL PROVISIONS

GENERAL

1. Project Description and Locations

The project consists of furnishing and installing pavement removal, excavation, modified subbase, street pavement, seeding, and miscellaneous related work located at the intersection of Iowa and Lane Streets as shown in the project plans all in Charles City, Iowa.

2. Items Incidental to the Project

Items indicated on the plans and not listed separately on the Proposal Form shall be included in the construction as part of the Contractor's responsibility at no additional cost to the Owner.

3. Existing Utilities

The Contractor shall contact the utility companies having existing facilities in the project area to determine the exact location of their buried facilities. It shall be the Contractor's responsibility to inform, periodically, the affected utility managers of his operations.

The Contractor shall protect the identified facilities from damage due to his/her operations. The Contractor shall be responsible for any damage to located and identified facilities.

4. Preconstruction Conference

Prior to commencing construction, a preconstruction conference will be held to work out the details of accomplishment of the project. Items of consideration to be discussed at the preconstruction conference include traffic control, construction scheduling, and any other items pertinent to successful completion of the Project.

5. Pavement Removal

Removal of existing concrete pavement shall be to the extent marked prior to the start of construction as directed by the Engineer and shall be in accordance with Section 7040 3.02. The Contractor shall saw pavement to full depth at the removal limits. The Contractor shall use care during the pavement removal to ensure removals are made to a clean vertical pavement edge without damaging the underlying pavement slab. If pavement areas and/or underlying slabs are damaged due to insufficient saw cutting, the Contractor shall resaw, remove, and replace damaged areas without additional compensation. Pavement removals shall be removed from the project site by the Contractor and disposed of in legal disposal/stockpile sites.

Pavement removal shall be measured in square yard (S.Y.) of surface area. Payment will be made on the basis of the unit price bid for the measured pavement area removed. Payment will include all costs for labor, equipment, and materials to properly remove and dispose of the pavement.

6. Clearing

For Option 3, prior to any excavations and construction, all site clearing shall be performed. Clearing shall consist of the removal and disposal of trees and stumps, brush, granular surface, and rubbish on the site. Clearing shall include tree removal and be in accordance with Section 2010 of the Standard Specifications. Clearing shall not be measured and paid for separately but shall be considered incidental to the contract.

7. Removals and Excavation

All removals, excess earth, pavement debris, and other materials removed for the project construction will be the property of the Owner and shall be disposed of by the Contractor in any legal area of disposal or as otherwise directed by the Owner.

8. Street Closings

The Contractor shall notify the appropriate City of Charles City officials and affected residents, including T&C Machine, at least 48 hours prior to setting up traffic control within the project area. The streets shall remain open to traffic during construction. Warning signs and barricades shall be provided to adequately alert motorists to the construction work.

9. Temporary Traffic Control

The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing Lights and/or reflectorized devices shall be provided for nighttime marking. Traffic Control shall be in accordance with the Iowa DOT Standard TC Road Plans and the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).

A Lump Sum bid item is provided for Temporary Traffic Control to include furnishing, installing, and maintaining required traffic control signs and devices.

10. Site Restoration

The term Site Restoration applies to the backfilling and required compaction of trenches and related excavation, the removal of excess materials, the shaping of streets adjacent to the excavation, the shaping of parking areas and the related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

11. Precedence within the Specifications

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

12. Specifications

Standard Specifications shall be the Iowa Statewide Urban Design and Specifications (SUDAS) and reference specifications shall be the Iowa DOT Standard Specifications for Highway and Bridge Construction, Series of 2015 and supplemental specifications. Any reference to an earlier series shall be revised to the current specification.

13. Protection of Work and Property

The Contractor is responsible for job-site safety and for protection of workers and the public from construction site hazards. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury of loss arising in connection with the contract.

The Contractor shall confine the work to the limits of the easements or right-of-way provided for the construction work by the City unless the Contractor makes other separate arrangements with adjacent property owners. The Contractor will be held responsible for any damages sustained to adjoining public or private property as a result of the work and shall restore and replace all such damaged property at his/her expense. Any damage to paved areas or rutting and damage to grass areas shall be restored and replaced at no additional cost to the owner.

14. Construction Site Safety

The Contractor is responsible for maintaining a safe construction work site and for complying with all applicable local, State, and Federal health and safety requirements during the course of the construction work. The methods, means, and techniques of the construction work are solely the Contractor's responsibility.

15. Construction Layout and Surveying

The Contractor shall be responsible for construction layout and surveying for the project in accordance with Section 11010 of the SUDAS Reference Specifications.

A Lump Sum bid item is provided for Construction Layout and Surveying to include all costs for labor, equipment, and materials to provide this service.

16. Coordination with the CPKC Railroad

The Contractor shall coordinate his operations when within 25 feet to the railroad tracks at the same time as the CPKC Railroad is removing the crossing material to utilize the Railroad's flagging operations. Scheduling and contacts shall be discussed at the time of the preconstruction meeting.

## ROADWAY EXCAVATION

### 1. General

Roadway Excavation shall be in accordance with Section 2010 of the Standard Specifications, these Special Provisions and the Plans.

### 2. Excavation

Excavation of every description and of whatever substances encountered within the limits of the project shall be performed to the lines and grades indicated on the drawings. All excavated areas shall be excavated in such a manner as to afford adequate drainage eliminating ponding of water on the excavated area.

Generally, excavation extend behind the back of the curb to the roadway right-of-way to prepare the area of topping off with topsoil.

### 3. Stripping and Stockpiling Topsoil

Topsoil shall be stripped from areas to be graded and shall be stockpiled for later use in “topping off” the finished graded areas. Minimum depth of stripping shall be six-inches (6”).

No separate measurement of payment shall be made for stripping and stockpiling topsoil. The required stripping and stockpiling shall be considered as incidental to the “Excavation” bid item.

### 4. Subgrade

The bottom of the Modified Subbase shall be known as the subgrade and shall conform to the lines, grades, and typical sections shown in the Plans.

All soft and yielding material and other portions of the subgrade, which shall not compact as previously, specified shall be removed and replaced as needed.

The base of the subgrade shall be relatively smooth, uniformly compacted, free form high or low spots, and have the proper cross slope. The Contractor shall be responsible for maintaining the subgrade prior to the placement of the modified subbase and pavement and shall repair any damage caused by weather, traffic, or other causes, to the satisfaction of the Engineer.

### 5. Grading Tolerances

Paving subgrade shall include the area within three feet (3') of back of curb and shall be graded to within 0.0 foot low and 0.2 foot high of finish subgrade. All other areas of grading shall be within 0.2 foot of the elevations or grades shown on the Plans.

### 6. Finished Paving Subgrade

Finished Paving Subgrade shall be defined as Top of Curb Elevations minus 1.08 foot. Top of Curb Elevations are shown on the Street Plan and Profile Sheets. Finished Subgrade shall have a normal five inch (5") crown unless elevations or cross section as shown in the Plans indicate otherwise.

7. Load Test / Subgrade Repair

After the paving subgrade has been excavated and formed to the proper elevation, the Contractor shall test the subgrade for areas of unstable material. The load test shall be performed using a loaded tandem dump truck with a load weight of at least fifteen (15) tons.

If areas of unstable subgrade material are encountered within the proposed street limits and require excavation of the existing unstable soils, the extent of the excavation will be determined by the Engineer. It is anticipated that a three inch to five-inch (3"-5") ballast rock will be used to stabilize the subgrade.

The Contractor shall furnish supplier weight tickets to determine the tons of ballast rock used. The excavation of the unsuitable soil is incidental to the cost of the ballast rock. Payment shall be made on the basis of the unit price bid for the number of tons actually placed for Subgrade Repair.

8. Finishing

Backfilling of curbs shall be done as soon as practical after the completion of the paving work. At the completion of the placement of topsoil, it shall be leveled smooth with large clods and rocks removed. The surface condition and slopes shall be such that only final finishing for seeding is required.

Finishing shall not be measured and paid for separately and shall be considered incidental to the “Excavation” bid item.

10. Measurement and Payment

Measurement for Roadway Excavation shall be on the basis of the Plan Quantity as shown on the Proposal. Payment for Roadway Excavation shall be full compensation for excavating, loading, transporting, backfilling, and building and compaction of embankments.

## MODIFIED SUBBASE

### 1. General

The Contractor shall construct an eight-inch (8”) modified subbase on the prepared subgrade in accordance with these Special Provisions and the Plans. Modified subbase material shall also be used for areas of trail pavements, PCC Pavement Patches, and as shown on the plans.

### 2. Material

The aggregate base material shall be modified subbase aggregate meeting the requirements of Article 4123 of the Iowa DOT Reference Specifications.

### 3. Construction

The aggregate material shall be placed on the existing base and compacted to provide a uniform profile alignment. The modified subbase shall be mechanically compacted to provide a firm, uniform support.

### 4. Measurement and Payment

The modified subbase shall be measured in Tons as determined from supplier provided tickets documenting the tonnage furnished to the site and used in the project construction. Payment shall be made at the unit price bid for the measured quantity.

WATER MAIN

1. General

The work consists of the construction of water main, services and appurtenances in accordance with Sections 3010, 5010, 5020, and 5030 of the Standard Specifications, these Special Provisions, and the project plans. Locations of water main appurtenances as shown on the plans are approximate only. Final locations shall be determined at the time of construction.

2. Water Main Material

Water Main shall be Polyvinyl Chloride (PVC) pipe, meeting the requirements of AWWA Specification C-900. The thickness class shall be DR-18 (150 psi rating). The pipe shall be equipped with rubber gasket joints for push-on connections.

3. Exploratory Excavation

The unit price bid per hour for Exploratory Excavation shall be payment in full to the Contractor for locating existing buried facilities which are crucial to the construction of the sanitary sewer facilities. Exploratory Excavation shall be utilized to expose existing facilities to obtain accurate locations and elevation of these facilities.

4. Compacted Backfill and Testing

Primary and Secondary Backfill for the water main and service excavations within the public right-of-way shall be backfilled and compacted to at least 95% of the Standard Proctor Density in accordance with Section 3010.

The Contractor shall be responsible for Trench Compaction Testing as specified in Section 3010 and compaction reports shall be provided to the Owner. Trench Compaction Testing shall not be measured and paid for separately and shall be considered incidental to the 8" Water Main bid item.

5. WM-201 Fire Hydrant Assembly

The fire hydrant for this project shall have two (2) two and one-half inch (2½") hose nozzles and one four-inch (4") pumper nozzle and be constructed in accordance the Detail WM-201 as shown in the Standard Specifications. Fire hydrant shall be a **Clow Medallion** model. The breakaway flange shall be placed **2" to 5"** above the adjacent grade. Color shall be school bus yellow.

Fire Hydrant, shall be measured and paid for on a per each basis as shown on the proposal form. Payment shall include all costs for labor, equipment, and materials required.

6. Removal of Existing Water Mains and Appurtenances

The existing hydrant as shown on the plans shall be removed and salvaged for the Owner's use. Other water mains and appurtenances that interfere with the new construction shall be removed and disposed.

Removals of the existing water mains and appurtenances shall not be measured and paid for separately and shall be considered incidental to other work.

7. Tracer Wire

A tracer wire shall be installed on top of all pipe, valves and hydrants. The wire shall be brought up to grade at all valve boxes and hydrants. The wire shall be securely fastened to the top of valve boxes and hydrant barrels.

The tracer wire shall be #10 copper insulated wire.

Tracer wire shall not be measured and paid for separately and shall be considered incidental to other work.

8. Connection to Existing Mains

New water main shall have a minimum seven foot (7') of cover. At the locations shown on the Plans the new water main shall be connected to or “tied-into” the existing water mains. The connections to the existing water main shall be accomplished after the new main is disinfected and pressure tested. This procedure may require temporary caps and blocking. Adjustments may be necessary to make up any elevation differences between the new and existing mains. The existing main shall be left in service for as long as possible. Following the successful testing of the new water main and placement into service, the existing main shall be abandoned in place.

Fittings required for the connection to the existing mains shall be measured based on the number of pounds of Fittings used and paid for at the unit bid price for the measured quantity.

## PC CONCRETE PAVEMENT

### 1. General

The work consists of the construction of 7" PCC Street Pavement, 30" PCC Curb and Gutter, and 6" PCC Driveway Pavement in accordance with Section 7010 and 7030 of the Standard Specifications, the plans, and these Special Provisions.

### 2. Subgrade Preparation

The area to be paved shall be graded to the proper subgrade elevation and cross section. The subgrade shall be mechanically compacted to provide a firm, uniform support.

No separate measurement or payment shall be made for the subgrade preparation. Subgrade Preparation shall be considered incidental to the pavement item.

### 3. Pavement Type

The PC Concrete mix design shall be an Iowa DOT Type C mix for Street Pavement and Driveway Pavement. It shall be the Contractor's responsibility to keep the new pavement barricaded until the pavement strength has been attained and full use can be resumed.

### 4. Abutting Pavement Tied Joints

The street pavement patches and curb and gutter replacement shall be tied to the existing pavement using an RT Joint consisting of 24" long #4 tie bars at 12" on centers. RT Joints shall not be measured and paid for separately but shall be considered incidental to the specific pavement bid item.

### 5. 30" PCC Curb and Gutter

Curb and gutter shall be constructed as shown and detailed in the plans. Following construction, Class A Roadstone shall be placed at the face of the gutter to meet the existing aggregate surface. Backfilling behind the 30" Curb and Gutter shall be done as topping off and finishing. Class A Roadstone shall not be measured and paid for separately.

### 6. Measurement and Payment

PCC Pavements shall be measured based on the areas shown on the proposal form. Payment shall be made based on the unit bid price for the measured quantity to include all costs for labor, equipment, and materials to property construct the pavements.

## TRAFFIC SIGNS AND POSTS

### 1. General

The work consists of furnishing and installing traffic control signs as shown and detailed on the plans and in accordance with Section 8040 of the Standard Specifications and these Special Provisions.

### 2. Sign Material

Sign blanks shall be sheet aluminum per Section 8040.2.02. Signs shall be measured and paid for on a square foot basis. Payment will include all costs for labor, equipment, and materials to properly construct the signs.

### 3. Sign Posts

Sign posts shall be Perforated Square Steel Tube Posts and Anchors (PSST) in accordance with Section 8040.2.03.C.

Sign posts shall be measured and paid for to the nearest foot increment. Anchors shall not be measured and paid for separately but shall be considered incidental to the sign posts. Payment will include all costs for labor, equipment, and materials to properly construct the signs.

### 4. Urban Permanent Road Closure

The Contractor shall place a SI-182 Road Closure on the north and south side of the CPKC Railroad Tracks at the project site as shown and detailed in the plans. The Road Closure shall be placed three feet (3') behind the back of the curb.

Measurement for Urban Road Closure shall be based on a per each basis as shown on the proposal form. Payment for each closure will be based on the unit price bid for the measured quantity. Payment will include all costs for labor, equipment, and materials to properly construct the closure.

## SEEDING, FERTILIZING, AND MULCHING

### 1. General

Seeding of the disturbed areas shall be in accordance with Section 9010 of the Standard Specifications, these Special Provisions, and the Plans. Seeding shall include fertilizing and mulching as specified in Section 9010.

### 2. Topsoiling

Topsoil shall be stripped from areas to be excavated and shall be stockpiled for later use with Contractor provided topsoil in topping off the backfilled areas in topping off the backfilled areas as part of preparing the seed bed. The Contractor shall grade the backfilled excavated areas to match the surrounding conditions.

The top four-inches (4”) of the exposed backfill material in the disturbed grass areas shall consist of suitable topsoil material obtained from stripping and stockpiling operations and from a Contractor provided source. All areas of construction shall be compacted and finished to neat lines and shall include the placing of a minimum of four- inches (4") of topsoil.

At the completion of the placement of topsoil, it shall be leveled smooth with large clods and rocks removed. The surface condition and slopes shall be such that only final finishing for seeding is required.

### 3. Seedbed Preparation Approval

Topsoil shall be placed and appropriately finished for an acceptable seedbed. The Contractor shall remove clods, lumps, roots, litter, other undesirable material, and stones larger than 1 inch. Following the preparation of the seedbed and prior to initiating seeding operations, the Contractor shall seek and receive approval of the seedbed preparation. Seeding shall be completed within one (1) week of receiving seedbed preparation approval. If the construction site receives a rain event greater than one half (1/2) inch between receiving seedbed parathion approval and completing the seeding operations, the Contractor shall seek and receive an updated seedbed preparation approval.

If seeding is performed prior to receiving seedbed preparation approval, the Contractor may be required to correct the seedbed and reseed at no additional cost.

### 4. Materials

In lieu of the Type 1 (Permanent Lawn Mixture) as outlined in Paragraph 2.02, Section 9010, a commercial seed mixture may be substituted with the approval of the Engineer. Mulch shall be a hydro mulch. Straw mulch shall not be used.

5. Watering

The Contractor shall perform the initial watering of the seeded area. Subsequent waterings shall be the responsibility of the Owner.

6. Measurement and Payment

The seeded area shall be measured in square feet (S.F.) of surface area. Payment shall be made on the basis of the unit price bid for the measured seeded area. Topsoiling, fertilizing, mulching shall not be measured and paid for separately. Payment shall include all costs for labor, equipment, and materials to properly topsoil the area, prepare the seedbed, apply seed, and water.

## RAILROAD PROTECTIVE INSURANCE

### 1. General

When working within and near CPKC Railroad right-of-way, the Contractor shall provide insurance and obtain a Right Of Entry (ROE) Permit in accordance the requirements of the CPKC Railroad as attached and made a part of these Special Provisions.

The attached ROE License Agreement shall be completed by the Contractor following the City Council's award of the project. A Microsoft Word document will be provided to the awarded Contractor to facilitate the application process. The completed and signed agreement shall be sent to Charles Kretchman with the CPKC Railroad by email at: Charles.Kretchman@cpkcr.com

### 2. Flagging and Watchman Service

As required by the ROE Permit, required Flagging and Watchman service shall be performed by the CPKC Railroad or CPKC's designated representative. The Contractor shall make arrangements with the CPKC Railroad or CPKC's designate representative for such flagging or watchman service as CPKC deems necessary for the protection railroad traffic. All such Flagging and Watchman service shall be at the Railroad's expense.

### 3. Measurement and Payment

Railroad Protective Insurance shall be measured and paid for on a Lump Sum basis and shall include all costs for labor, insurance, permitting, and coordination to provide this service (excluding flagging).

# RIGHT OF ENTRY LICENSE AGREEMENT

**THIS RIGHT OF ENTRY LICENSE AGREEMENT** (this **"ROE Agreement"**) is made by and between **(CPKC Business Name),** doing business as CPKC, and **_____Add Your Company Name_____**.

## 1. PARTIES

**(CPKC Business Name)**, a (State) corporation doing business as CPKC with general offices at:

| **Address** | **Contact Info** | |
|---|---|---|
| 427 W. 12 Street<br>Kansas City, MO 64105 | Name: | Annka O'Brien |
| | Phone: | 816-806-1419 |
| | Fax: | N/A |
| | Email: | Annka.OBrien@cpkcr.com |
| | | |

hereinafter called "**CPKC**,"

and **____Add Your Company Name_____**, a [State] [type of company/organization], a whose address is:

| **Address** | **Contact Info** | |
|---|---|---|
| Add Your Address | Name: | Your Name |
| | Phone: | |
| | Fax: | |
| | Mobile: | |
| | Email: | |

hereinafter called "**Licensee**."

## 2. PROPERTY; SCHEDULE; GRANT OF LICENSE

### 2.1 Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Charles City, Iowa near railroad mile post 89.29 +/- on the Mason City Subdivision, as shown upon the map labeled Add **Annex A** that is attached hereto and made a part hereof (the "**Property"**)

### 2.2 Work Schedule

For the sole for the purpose of performing, generally, the following activities: 2026 Iowa Street Lane Street Intersection Improvement Project (the **"Work"**), as detailed in Licensee's plans, specifications and special provisions. The Work is subject to approval by CPKC's authorized representative.

### 2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this ROE Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

**2.4 Agreement to be Available at Work Site**

Licensee shall keep a copy of this ROE Agreement at the Work site and shall make it available upon demand by any employee or agent of CPKC.

## 3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

**3.1 Term**

The term of this ROE Agreement shall

*Commence* at 12:01 am **on Add Your Start Date, 202__** (the "**Commencement Date**"); and

*Expire* at 11:59 pm **on Add Your End Date, 202__** (the "**Expiration Date**")

the "**Term**." Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE Agreement.

**3.2 Effective Date**

This ROE Agreement shall be effective upon the date that it has been signed by both parties.

**3.3 Expiration**

This ROE Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE Agreement, the preceding sentence shall not terminate or limit any claim by CPKC against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this ROE Agreement shall remain in effect for those wells until the earlier of the following:

a. the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or

b. the date CPKC assumes ownership of such wells, based upon Licensee's failure to remove or seal such wells within 30 days of being notified of the need to do the same by CPKC.

**3.4 TERMINATION; EXCLUSION**

NOTHWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE Agreement is terminable by CPKC prior to the Expiration Date in the event Licensee breaches any of its obligations under this ROE Agreement. The early termination of this ROE Agreement shall not terminate or limit any claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this ROE Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

## 4. PAYMENTS

**4.1 License Fee**

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CPKC the sum of **One Thousand Five Hundred Dollars ($1,500.00).**

**4.2 Utilities**

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CPKC or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee

and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

**4.3 Mechanics' And Materialmen's Liens**

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims arising out of or connected with such lien.

**4.4 Additional Charges**

Licensee shall within 30 days of receipt of a bill therefor, pay to CPKC costs for flagging, track changes or damage, or other such charges as may be provided by this ROE Agreement or that CPKC may reasonably impose in connection with Licensee's Work.

**4.5 Due Dates; Penalties; Other Charges**

**4.3.1 *Due Dates***

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

**4.3.2 *Late Fees***

In addition to any amounts payable by Licensee to CPKC, Licensee shall pay CPKC a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CPKC's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

**4.3.3 *Fines and Service Fees***

In addition to any other amounts payable by Licensee to CPKC, Licensee shall pay CPKC for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CPKC in connection with processing of any payment made by Licensee to CPKC.

**4.6 Work At No Cost To CPKC**

The Work completed by Licensee shall be performed at no cost to CPKC.

## 5. CONTACT, NOTICES, ETC.

**5.1 Contact Persons; Communications**

Communications pursuant to this ROE Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

**5.2 Notices**

Except as otherwise provided in this ROE Agreement, all notices pursuant to this ROE Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

**5.3 Notification Prior To Beginning Work**

Licensee must notify CPKC's contact person by telephone at least 7 days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

## 6. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

### 6.1 Permitted Uses

**6.1.1 *The Work***

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CPKC in writing.

**6.1.2 *Government Authorities***

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to bring the matter to CPKC's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

### 6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this ROE Agreement or as may be approved of in writing by CPKC. Specifically, Licensee shall not:

**6.2.1 *Advertising***

permit any advertisements or signs upon the Property;

**6.2.2 *Use of Hazardous Substances***

without prior written disclosure to and approval by CPKC, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

**6.2.3 *Use of Premises for waste treatment or as storage or disposal facility***

cause or allow the Property or any of CPKC's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

**6.2.4 *Subleasing is prohibited***

sublease the Property or the permissions or rights herein granted in any manner or form.

### 6.3 Reservations and Rights of CPKC

**6.3.1 *Railroad Activities Take Priority over Work***

All Work by Licensee shall always and all times be subordinate to the needs of CPKC in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

**6.3.2** ***Reservation of prior and future uses not inconsistent with Licensee's activities***
The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

**6.3.3** ***Monitoring***
CPKC may elect to be present during the conduct of the Work and to monitor same.

## 7. COVENANTS, CONDUCT & RESPONSIBILITIES

### 7.1 Definitions

**7.1.1** "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

**7.1.2** "**Environmental Law**" or "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

**7.1.3** "**Governmental Requirements**" shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee's Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property

**7.1.4** "**Hazardous Substance**" or "**Hazardous Substances**" means any substance, class of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human or animal health including, without limitation:

a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity
c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
d. any Waste containing hazardous biological material;

e. any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by humans or by any animal, fish, or plant; and
f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:
   i. endangers the health, safety, or welfare of humans;
   ii. interferes with the normal enjoyment of life or property; or
   iii. causes damage to plant life, animal life, or to property.

**7.1.4** "**Release**" or "**Released**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

**7.1.5** "**Response**" or "**Respond**" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

**7.1.6** "**Use**" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

**7.2 Investigation; Compliance with Laws; Safety Requirements**

**7.2.1** ***Tenants and Licensees in possession of Property***
Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CPKC will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

**7.2.2** ***Underground Utilities and Structures***
a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.

b. Licensee shall call **CPKC CBYD "Canadian Pacific Call before You Dig"** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and the STATE "ONE CALL"** a minimum of 5 business prior to commencing any excavation or boring on the Property.

c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

**7.2.3** ***Permits And Licenses; Compliance With Laws***
Licensee shall secure, at no expense to CPKC, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CPKC against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

**7.2.4** ***Compliance with CPKC Safety Requirements; Identification***

a. While on the Property, Licensee shall comply with the safety requirements of CPKC, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CPKC. CPKC's safety requirements are set forth in "**Annex B**" titled "**CPKC SAFETY REQUIREMENTS FOR CONTRACTORS – United States"** and in CPKC's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CPKC contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CPKC safety requirements that would apply to a CPKC employee performing similar work.

b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for CPKC operations.

c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CPKC may reasonable require.

**7.3 Work In Close Proximity To Railroad Operations; Drainage**

**7.3.1** ***Interference with Railroad Operations***

Licensee shall keep CPKC fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CPKC's trains or equipment (or trains or equipment of others) operating on or near the Property.

**7.3.2** ***Clearance***

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CPKC prior to performing such work or placing such equipment or obstruction.

**7.3.3** ***Flagging***

Licensee must make arrangements with CPKC or CPKC's designated representative for such flagging or watchman service as CPKC deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be at Licensee's expense. The fact that CPKC coordinates or provides such service shall not relieve Licensee from any liability under this ROE Agreement. CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

**7.3.4** ***Certain Work Close To Track Not Permitted; Lateral Support***

a. Unless otherwise agreed to in writing by CPKC, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;

b. Unless otherwise agreed to in writing by CPKC, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;

c. In the event that CPKC permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CPKC any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

**7.3.5** ***Storm Water***

Licensee shall not, without the advance written approval of CPKC, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CPKC and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CPKC such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

**7.3.6.** ***Fencing***

Licensee shall, at no cost to CPKC, construct and maintain during the term hereof a fence acceptable to CPKC in the location(s) designated necessary by CPKC in connection with the Work. In such case, and following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

**7.4 Conduct**

**7.4.1** ***Property clean, safe and free from nuisances***

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

**7.4.2** ***Release of Hazardous Substances***

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

**7.4.3** ***Response Actions***

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

a. give rise to any Claim under any Environmental Law,
b. cause a public health or workplace hazard, or
c. create a nuisance.

**7.5 Required Notices/Disclosures**

**7.5.1** ***Transportation and Disposal Contracts***

Licensee shall, upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

**7.5.2** ***Releases or Suspected Releases***

Licensee shall promptly notify CPKC of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

**7.5.3** ***Notices, summons citations, etc.***

Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

a. any Release of a Hazardous Substance on, to or from the Property,
b. the imposition of any lien on the Property, or
c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

**7.5.4** ***Other Reports***

Licensee shall, at CPKC's option, provide CPKC, at no cost to CPKC, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CPKC a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the draft of that Report. Licensee will promptly provide CPKC with a copy of any final Report.

**7.6 CPKC's right to Participate in Response Actions**

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CPKC of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

**7.7 Restoration of Property**

Upon completion of the Work or expiration or early termination of this ROE Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

## 8. LIABILITY

**8.1 DAMAGE TO CPKC TRACKS, FACILITIES, AND EQUIPMENT**

**IF ANY TRACKS, FACILITIES, OR EQUIPMENT OWNED, USED, OR MAINTAINED BY CPKC ARE DAMAGED IN CONNECTION WITH THE WORK, CPKC SHALL REPAIR (OR ARRANGE FOR THE REPAIR OF) SUCH DAMAGE AND LICENSEE SHALL PAY THE FULL COST OF SUCH REPAIR WITHIN 30 DAYS AFTER CPKC SHALL TENDER A BILL THEREFOR.**

**8.2 ASSUMPTION OF RISK**

**LICENSEE IS FULLY AWARE OF THE DANGERS OF WORKING ON AND ABOUT RAILROAD PROPERTY AND RAILROAD OPERATIONS AND KNOWINGLY AND WILLINGLY ASSUMES THE RISK OF HARM (E.G., INJURY TO OR DEATH OF PERSONS AND DAMAGE TO OR DESTRUCTION OF PROPERTY) THAT MAY OCCUR WHILE ON AND ABOUT THE PROPERTY. WITHOUT IN ANY WAY LIMITING THE SCOPE OF THE PRECEDING SENTENCE, LICENSEE ASSUMES THE RISK THAT MONITORING WELLS, ELEVATION BENCH MARKS, REFERENCE POINTS, AND OTHER INSTALLATIONS LOCATED ON THE PROPERTY MAY BE DISTURBED, DAMAGED, OR DESTROYED BY CPKC OR THIRD PERSONS, AND LICENSEE SHALL NOT MAKE ANY CLAIM AGAINST CPKC ON ACCOUNT OF SAME, EVEN IF SUCH DISTURBANCE, DAMAGE, OR DESTRUCTION ARISES FROM THE NEGLIGENCE OF CPKC OR ITS EMPLOYEES, AGENTS, OR INVITEES. LICENSEE ASSUMES FULL RESPONSIBILITY FOR PROTECTING ITS INSTALLATIONS AND PERSONAL PROPERTY FROM THEFT AND VANDALISM WHILE SUCH INSTALLATIONS AND PERSONAL PROPERTY ARE ON THE PROPERTY.**

**8.3 INDEMNITY**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE SHALL INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES (AS DEFINED BELOW) AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, JUDGMENTS, LOSSES, DAMAGES, PENALTIES, FINES, AND SANCTIONS (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO ANY DESTRUCTION OF (OR DAMAGE TO) ANY PROPERTY OR NATURAL RESOURCE, ANY INJURY TO (OR DEATH OF) ANY PERSON, OR ANY ENVIRONMENTAL POLLUTION OR CONTAMINATION WHATSOEVER, WHERE SUCH DESTRUCTION, DAMAGE, INJURY, DEATH, POLLUTION, OR CONTAMINATION ACTUALLY ARISES IN WHOLE OR IN PART FROM THE WORK, ANY ACTION OR OMISSION OF LICENSEE WHILE ON OR ABOUT THE PROPERTY PURSUANT TO THIS ROE AGREEMENT, OR THE EXERCISE BY LICENSEE OF THE LICENSE GRANTED BY THIS ROE AGREEMENT. AS USED IN THIS ROE AGREEMENT, INDEMNIFIED PARTIES INDIVIDUALLY AND COLLECTIVELY, MEANS (A) CPKC, (B) DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AGENTS, INVITEES, INSURERS OF CPKC AND ITS, PARENTS, AFFILIATES, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, AND (C) ANYONE ACTING ON BEHALF OF ANY PERSON OR ENTITY DESCRIBED IN (A) OR (B).**

## 9. INSURANCE

**9.1** Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CPKC, policies of:

**9.1.1 Commercial General Liability** (C.G.L.) insurance with a limit of not less than Ten Million Dollars ($10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:

a. CPKC and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this ROE Agreement;

b. "cross liability" or “severability of interest” clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

c. blanket contractual liability, including the insurable liabilities assumed by the Licensee in this ROE Agreement;

d. broad form products and completed operations;

e. sudden and accidental pollution liability;

f. shall not exclude property damage due to explosion, collapse, and underground hazards; and

g. shall not exclude operations on or in the vicinity of the railway right of way.

**9.1.2** **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars ($2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this ROE Agreement.

**9.1.3** **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers’ Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars ($1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CPKC and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

**9.1.4** If the Work includes digging, excavating or soil disturbance, **Contractor's Pollution Liability** insurance, including naming CPKC and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars ($2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CPKC. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this ROE Agreement.

**9.2** **Insurance Coverage**

The insurance requirements in the foregoing subparts of Section 9.1 are collectively referred to herein as the “**Insurance Coverage**”.

**9.3** **Insurance No Limit on Liabilities**

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this ROE Agreement.

**9.4 Form/Type of Insurance Policies**

The Insurance Coverage required to be maintained pursuant to this ROE Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence-based policy and not a claims-made policy.

**9.5 Subrogation**

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this ROE Agreement.

**9.6 Cancelation Notice to CPKC**

The insurance coverages above shall be endorsed to provide CPKC with not less than thirty (30) days' written notice in advance of cancellation.

**9.7 Contractual Endorsement**

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this ROE Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

**9.8 Insurance Documentation**

Licensee shall, prior to the effective date of this ROE License Agreement, and upon the insurance renewal date thereafter for the duration of the Term of this ROE License Agreement, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to Certs.CertSecure@HUBInternational.com. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such notice shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.

**9.9 CPKC's Review of Insurance Documentation**

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this ROE Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

**9.10 Maintenance of Insurance Coverage/Termination Option**

CPKC reserves the right to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this ROE Agreement, CPKC may, at its option, terminate this ROE Agreement without notice.

## 10. GENERAL PROVISIONS

### 10.1 Survival of Indemnity Provisions
The indemnification provisions of this ROE Agreement shall survive its expiration or termination.

### 10.2 Mere License
The permission encompassed by this ROE Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

### 10.3 No Warranty of Title
CPKC does not warrant that it has good title to the Property.

### 10.4 Assignment; Binding Effect
This ROE Agreement may not be assigned by Licensee without the advance written consent of CPKC. Subject to the preceding sentence, this ROE Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

### 10.5 Governing Law
This ROE Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

### 10.6 Entire Agreement
This ROE Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE Agreement.

### 10.7 Headings
The headings used in this ROE Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this ROE Agreement.

### 10.8 Singular and Plural
As used in this ROE Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this ROE Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

### 10.9 Duplicate Copies and Counterparts
This ROE Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this ROE Agreement, each of which shall constitute an original.

**11. SIGNATURES.**

**THE PARTIES HERETO** have executed this ROE Agreement as evidence of their agreement to the terms herein.

| | |
|---|---|
| **Your Company Name** | **[CPKC Entity Name]**<br>*doing business as* CPKC |
| By _____ | By _____ |
| Its Your Name | Its NAME<br>TITLE |
| Date | Date |

**ANNEX A**
Map of the Property

Iowa Street and Lane Street
Charles City, Iowa

DOT/FRA Crossing Number 385429E

**ANNEX B**

# CPKC Safety Requirements for Contractors
# United States

| | | | |
|---|---|---|---|
| **Approval Authority:** | Safety Management Systems | **Effective Date:** | Apr. 15, 2025 |
| **Version:** | 5.0 | **Next Review Date:** | Apr. 15, 2028 |

# DEFINITIONS

## 1.01 DESCRIPTION

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

## 1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
ANSI - American National Standards Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GRI - Geosynthetic Research Institute
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration

## 1.02 ABBREVIATIONS (Continued)

PCC - Portland Cement Concrete
PLS - Pure Live Seed
RAP - Recycled Asphalt Pavement
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code

## 1.03 DEFINITIONS AND TERMS

**ADDENDUM**. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

**ALLEY**. See Street.

**APPROVED EQUAL (EQUIVALENT)**. A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

**AWARD**. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

**BID**. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

**BID AMOUNT**. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

**BID ITEM**. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

**BID SECURITY**. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

**BIDDER**. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

**CALENDAR DAY**. Every day shown on the calendar.

**CHANGE ORDER**. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

**1.03 DEFINITIONS AND TERMS (Continued)**

**COMMENCEMENT OF WORK**. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor′s control.

**COMPETITIVE QUOTATION**. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

**CONTRACT**. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

**CONTRACT AMOUNT**. The bid amount plus approved change orders.

**CONTRACT DOCUMENTS**. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

**CONTRACTING AUTHORITY**. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

**CONTRACTOR**. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

**CONTROLLING ITEM OF WORK**. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

**DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT)**. The Department of Transportation, as defined in Iowa Code Chapter 307.

**EMPLOYEE**. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

**ENGINEER**. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner’s authorized representative. The Engineer may act directly or through duly authorized representatives.

**1.03 DEFINITIONS AND TERMS (Continued)**

**EQUIPMENT**. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

**EXTRA WORK**. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

**GENERAL SUPPLEMENTAL SPECIFICATIONS**. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

**GOVERNMENTAL ENTITY**. As defined in Iowa Code Chapter 26.

**IMPROVEMENT**. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

**INCIDENTAL ITEMS**. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

**IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS**. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

**JOINT VENTURE**. The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

**JURISDICTION**. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

**JURISDICTIONAL ENGINEER**. See Engineer.

**LABORATORY**. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

**LIQUIDATED DAMAGES**. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

**LUMP SUM**. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

**MATERIALS**. Any substances specified for the use in the construction of the project and its appurtenances.

**1.03 DEFINITIONS AND TERMS (Continued)**

**MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.)**. This is an instruction prepared by the Iowa DOT's Office of Materials. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

**MOBILIZATION**. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

**NOTICE OF PUBLIC HEARING**. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

**NOTICE TO BIDDERS**. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

**NOTICE TO PROCEED**. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

**PLANS**. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

**PROJECT AREA**. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

**PROPOSAL**. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

**PROPOSAL FORM**. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

**RESIDENT BIDDER**. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

**1.03 DEFINITIONS AND TERMS (Continued)**

**RESPONSIVE, RESPONSIBLE BID**. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

**RESPONSIVE, RESPONSIBLE BIDDER.** A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

**RIGHT-OF-WAY**. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

**ROAD**. See Street.

**ROADWAY**. The portion of the right-of-way designated or ordinarily used for vehicular travel.

**SHOP DRAWINGS**. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

**SIDEWALK**. That portion of the street primarily constructed for the use of pedestrians.

**SPECIAL PROVISIONS**. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

**SPECIALTY ITEMS**. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

**SPECIFICATIONS**. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

**STANDARD ROAD PLAN**. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

**STATE**. The State of Iowa acting through its authorized representatives.

**STREET**. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

**SUBCONTRACTOR**. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

**1.03 DEFINITIONS AND TERMS (Continued)**

**SUDAS STANDARD SPECIFICATIONS**. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

**SUPERINTENDENT**. The Contractor's authorized representative in responsible charge of the work.

**SUPPLEMENTAL CONTRACT (AGREEMENT)**. Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

**SUPPLEMENTAL SPECIFICATIONS**. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

**SURETY**. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**TARGET VALUE**. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

**UNAUTHORIZED WORK**. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

**UTILITY**. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

**UTILITY AGENCY**. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

**WORK**. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

**WORKING DAY**. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

# PROPOSAL REQUIREMENTS AND CONDITIONS

## 1.01 QUALIFICATION OF THE BIDDERS

A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents. Whenever required in the special provisions, the bidder shall furnish a statement of its construction experience and its general ability to perform the work contemplated, and shall submit same along with its proposal.

B. The Jurisdiction shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.

C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

D. Alternatively, the Jurisdiction may require the qualification or prequalification of bidders pursuant to a program adopted by the Jurisdiction.

## 1.02 CONTENTS OF THE PROPOSAL FORMS

A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.

B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

## 1.03 QUANTITIES AND UNIT PRICES

A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.

B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder’s proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1040, 1.06 - Increase or Decrease of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

**1.03 QUANTITIES AND UNIT PRICES (Continued)**

C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.

D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

**1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK**

A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.

C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.

D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.

E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

**1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS**

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

## 1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

## 1.07 PREFERENCE FOR LABOR AND MATERIALS

A. 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 Code Chapter 73.

B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

## 1.08 TAXES

**A. Sales and Use Tax:**

1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to Section 1020, 1.08, B, no statement is required.

**B. Alternate Sales and Use Tax (Sales Tax Exemption Certificate):** The Jurisdiction, as a designated exempt entity awarding construction contracts, may issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45. This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials. If the Jurisdiction, at its option, decides to utilize this exemption option, it will so state by special provision and publication in the Notice of Hearing and Letting.

1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to Section 1080, 1.01 - Subletting or Assignment of Contract. These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.

2. At the time the Contractor requests permission to sublet according to Section 1080, 1.01 - Subletting or Assignment of Contract, the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.

**1.08 TAXES (Continued)**

3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

**C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

**1.09 PREPARATION OF THE PROPOSAL**

**A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, 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 is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.

**B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.

1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.

2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.

3. The total amount bid shall be entered below the last bid item on the unit price attachment.

4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).

5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

**1.09 PREPARATION OF THE PROPOSAL (Continued)**

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.

7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.

8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.

C. The bidder, as a business organization, shall comply with the requirements of Section 1070, 1.11 - Business Organization Requirements.

D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

**1.10 BIDDERS CERTIFICATION**

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS**

A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:

1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;

2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;

3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or

4. If the bidder submits more than one proposal for the same work under the same or different names.

B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:

1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;

2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)**

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;

4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;

5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.

C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.

D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of Section 1030, 1.01 - Acceptance or Rejection of Proposals.

**1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY**

A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

**1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS**

A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.

B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.

C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

## 1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

## 1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

A. A bidder shall not withdraw its proposal for period of 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.

B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.

END OF SECTION

# APPROVAL FOR AWARD AND AWARD OF CONTRACT

## 1.01 ACCEPTANCE OR REJECTION OF PROPOSALS

A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Section 1020, 1.11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.

B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.

C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.

D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the Jurisdiction, or has an unsatisfactory record of performance and cooperation on any such previous contract with the Jurisdiction, or has failed to maintain satisfactory progress on work already under contract with the Jurisdiction.

E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.

F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident 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 non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident 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 non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.

G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

## 1.02 RELEASE OF BID SECURITY

A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.

B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

## 1.03 AWARD OF CONTRACT

**A. Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.

**B. Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.

**C. Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.

**D. Disclosure of Subcontractors:**

1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to Section 1080, 1.01 - Subletting or Assignment of Contract.

2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

   If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

# SCOPE OF WORK

## 1.01 INTENT OF THE CONTRACT DOCUMENTS

A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.

B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.

C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.

D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

## 1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

## 1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:

1. Change Orders
2. Addenda
3. Proposal and Contract
4. Special Provisions
5. Plans, including plan notes

**1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)**

6. Supplemental Specifications (Jurisdictional document)

7. General Supplemental Specifications (SUDAS)

8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

**1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS**

**A. Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.

**B. Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

**C. Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

**1.05 PLANS**

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

**1.06 INCREASE OR DECREASE OF WORK**

A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.

B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.

## 1.07 CHANGE ORDERS

**A. Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.

**B. Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

## 1.08 SITE CONDITIONS

A. The Contractor is required by Section 1020, 1.04 - Examination of the Contract Documents and Site of Work to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.

B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

## 1.09 CHANGED SITE CONDITIONS

**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

**B. Compensation:**

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.

**1.09 CHANGED SITE CONDITIONS (Continued)**

2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to Section 1040, 1.11 - Delays Caused by the Jurisdiction and Section 1080, 1.09 - Extension of Time.

**1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**

**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.

2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.

3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed 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 the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.

5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.

**B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after 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 therefore. 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.

**C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.

## 1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

**D. Board of Arbitration:**

1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.

2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.

**E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

**F. Jurisdiction of Board of Arbitration:** The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

**G. Determination of Board of Arbitration Final:** The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

## 1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

## 1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

## 1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

# CONTROL OF WORK

## 1.01 AUTHORITY OF THE ENGINEER

A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

## 1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.

B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.

C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.

D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

## 1.03 COOPERATION BY THE CONTRACTOR

A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.

B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.

C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.

D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

## 1.04 COOPERATION WITH OTHER CONTRACTORS

A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.

B. 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 by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.

C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the 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.

D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.

E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

## 1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

### A. Submission of Drawings:

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.

2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

### B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.

2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

### C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

## 1.06 CONFLICT AVOIDANCE

A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.

B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.

C. See Section 1040, 1.09 - Changed Site Conditions if unknown or changed conditions are encountered.

## 1.07 EXAMINATION OF MATERIALS AND WORK

A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

**1.07 EXAMINATION OF MATERIALS AND WORK (Continued)**

B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in Section 1090, 1.04 - Payment for Change Orders. Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

**1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS**

A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.

B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.

C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

**1.09 UNAUTHORIZED WORK**

A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.

B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

**1.10 LINE AND GRADE STAKES**

A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of Section 11,010. The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.

B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.

C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

## 1.11 PROVIDING JOB SITE UTILITIES

A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.

B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

## 1.12 SALVAGE

A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.

B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

## 1.13 PROTECTION OF WATER QUALITY AND WETLANDS

A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.

B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

## 1.14 FINAL INSPECTION AND ACCEPTANCE

A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.

B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.

C. When the work is found to be satisfactory, it will be accepted as provided in Section 1090, 1.08 - Acceptance and Final Payment. Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

END OF SECTION

# CONTROL OF MATERIALS

## 1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.

B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.

C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.

D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.

E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current Iowa DOT Materials I.M. 209.

## 1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS

**A. General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.

**B. Consideration**:

1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder’s/contractor’s request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS (Continued)**

a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
b. Support/requirements for submissions of alternatives:
   1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
   2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
   3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
   4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."

2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

## 1.03 SAMPLES AND TESTING

A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.

B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.

C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

## 1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

## 1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

## 1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

## 1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.

B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

# LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

## PART 1 - LEGAL RELATIONS

### 1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS

A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.

B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.

C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS (Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**1.02 GOVERNING LAW**

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

**1.03 PERMITS AND LICENSES**

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

**1.04 PATENTS AND ROYALTIES**

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

**1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT**

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. 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 appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)**

B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in Section 1090, 1.08 - Acceptance and Final Payment.

**1.07 RESPONSIBILITY FOR DAMAGE CLAIMS**

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

**1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

**1.09 WAIVER OF LEGAL RIGHTS**

A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.

B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS**

A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)**

B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.

C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS**

The bidder, or contractor, as a business organization shall comply with the following:

A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.

B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.

C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer’s documentation that it has complied with all the provisions of this section prior to entering into a contract.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)**

D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – "a joint venture." In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it "applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal." A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

**1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA**

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

**1.13 SEVERABILITY**

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

## PART 2 - RESPONSIBILITIES TO THE PUBLIC

### 2.01 SANITATION

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

### 2.02 CONVENIENCE AND SAFETY

**A. Use of Streets:** The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.

**B. Protection of Workers and the Public:** The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

**C. Convenience and Access:** The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.

**D. Worker Safety:** The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

**E. Project Area or Work Site Safety:**

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.

2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor’s safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction’s staff will not intrude in the Contractor’s responsibility for safety issues.

3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

**2.02 CONVENIENCE AND SAFETY (Continued)**

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.

5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

**2.03 WORK AREA**

A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.

B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

**2.04 PROJECT AREA FOR THE WORK**

**A. Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.

**B. Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.

**C. Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.

**D. Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

## 2.05 EXPLOSIVES

**A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.

**B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.

**C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

## 2.06 TRAFFIC CONTROL

**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.

2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

**B. Closing Streets to Traffic:**

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.

2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.

3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.

4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

## 2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.

B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.

C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.

D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

## 2.08 PROTECTION OF PROPERTY

A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.

B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.

## 2.09 LAND MONUMENTS

A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.

B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

## 2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

## 2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

## 2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

## 2.13 BORROW AND WASTE SITES

A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.

B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

## 2.14 MAINTAINING POSTAL SERVICE

A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.

B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.

C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

## 2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

## PART 3 - BONDS AND INSURANCE

### 3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.

B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.

C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety. Persistent failure by the Contractor to make such repairs may constitute grounds for disqualification of the Contractor from bidding on future projects.

### 3.02 INSURANCE REQUIREMENTS

A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, “admitted” or “non-admitted” to do business in the State of Iowa, having an A.M. Best rating of no less than “B+.”

B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.

C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as 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, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

**3.02 INSURANCE REQUIREMENTS (Continued)**

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
   a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   b. Employers Liability insurance with the following limits:

| | |
|---|---|
| Bodily injury by accident | $500,000 each accident |
| Bodily injury by disease | $500,000 each accident |
| Bodily injury by disease | $500,000 policy limit |

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products' Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Fire Damage Limit (any one fire) | $50,000 |
| Medical Damage Limit (any one person) | $5,000 |

This insurance must include the following features:

a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
b. Personal and advertising injury.
c. Operations by independent contractors.
d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

**3.02 INSURANCE REQUIREMENTS (Continued)**

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of $1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.

4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of $2,000,000 per occurrence, $6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.

5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.

6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
   a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
   b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.

7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE**

A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)**

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

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

C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:

1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or

2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

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

E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

**3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION**

A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction’s Builders Risk Insurance.

B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

## 3.05 PROPERTY INSURANCE

A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of $5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.

B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.

C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.

D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.

E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.

F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.

G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**3.05 PROPERTY INSURANCE (Continued)**

H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.

I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.

K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to Section 1040, 1.10, D, provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in Section 1040, 1.10, E through G. The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an “Installation Floater” covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an “*all risk*” form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than $5,000 for each occurrence, which will be the responsibility of the Contractor.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT**

A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

B. The Additional Insured Endorsement shall include the following provisions:

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

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

D. All liability polices that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)**

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

**3.07 PROOF OF INSURANCE**

A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.

B. The Description of Operations on the Certificate of Insurance for the work must state either: 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.

C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

**3.07 PROOF OF INSURANCE (Continued)**

D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.

E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

**3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE**

A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall 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.

B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

**3.09 SAMPLE INSURANCE FORMS**

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

# PROSECUTION AND PROGRESS

## 1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT

### A. Work by Contractor:

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 50% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.

2. In order to meet this 50% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.

3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

### B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.

2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work is to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.

3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

### C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.

2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

## 1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in Section 1080, 1.12 - Liquidated Damages.

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the completion date that the contract remains uncompleted.

2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.

3. Working Day Contracts: The three types of start dates are as follows:

   a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.

   b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.

   c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

      If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to Section 1080, 1.08. Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

**1.02 CONTRACT TIME (Continued)**

B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

**1.03 WORK PROGRESS AND SCHEDULE**

A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.

C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Contractor may be disqualified from receiving any additional contracts, and the Jurisdiction will have the right to declare the contract in default.

**1.04 PRECONSTRUCTION CONFERENCE**

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

**1.05 NOTICE TO PROCEED**

A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.

B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.

C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

**1.06 WEEKLY RECORD OF WORKING DAYS**

A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

**1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**

B. Working days will be charged under the following circumstances:

1. Prior to Commencement of Work: Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.

2. After Commencement of Work: One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

   Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

   As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

**1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS**

A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.

B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

**1.08 TEMPORARY SUSPENSION OF WORKING DAYS**

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

## 1.09 EXTENSION OF TIME

**A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.

**B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:

1. **Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

2. **Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.

3. **Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.

4. **Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.

5. **Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.

6. **Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.

7. **Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

**C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.

**D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT

**A. Superintendent**:

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.

2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.

3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

**B. Workers:**

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.

2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

**C. Methods and Equipment:**

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.

3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.

4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

## 1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

## 1.12 LIQUIDATED DAMAGES

A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.

B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

## 1.13 BREACH OF CONTRACT

A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:

1. Failure by the Contractor to begin work at the time specified;

2. Failure by the Contractor to complete the work within the contract period or any extension thereof;

3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;

**1.13 BREACH OF CONTRACT (Continued)**

4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
6. Failure or refusal by the Contractor to remove rejected materials;
7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.

D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.

E. The Contractor shall be liable for the Jurisdiction’s attorney fees incurred as a result of the Contractor’s breach of contract.

**1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY**

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in Section 1090, 1.08 - Acceptance and Final Payment hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

# MEASUREMENT AND PAYMENT

## 1.01 MEASUREMENT

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

## 1.02 SCOPE OF PAYMENT

A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.

B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in Section 1090, 1.05 - Progress Payments.

C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

## 1.03 LUMP SUM BREAKDOWNS

A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.

B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

## 1.04 PAYMENT FOR CHANGE ORDERS

A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in Section 1040, 1.07 - Change Orders.

B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

## 1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.

2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.

3. Lump Sum: By an acceptable lump sum proposal from the Contractor.

## 1.05 PROGRESS PAYMENTS

**A. Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in Section 1090, 1.07, B - Sales Tax and Use Tax.

**B. Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer. Early release of retained funds may be requested by the Contractor according to Iowa Code Section 26.13.

**C. Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

## 1.06 PAYMENT OF RETAINAGE

A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.

B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced with 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

## 1.07 SALES AND USE TAX STATEMENT

A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than $1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.

B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to Section 1020, 1.08, no sales, use, or service statement is required.

## 1.08 ACCEPTANCE AND FINAL PAYMENT

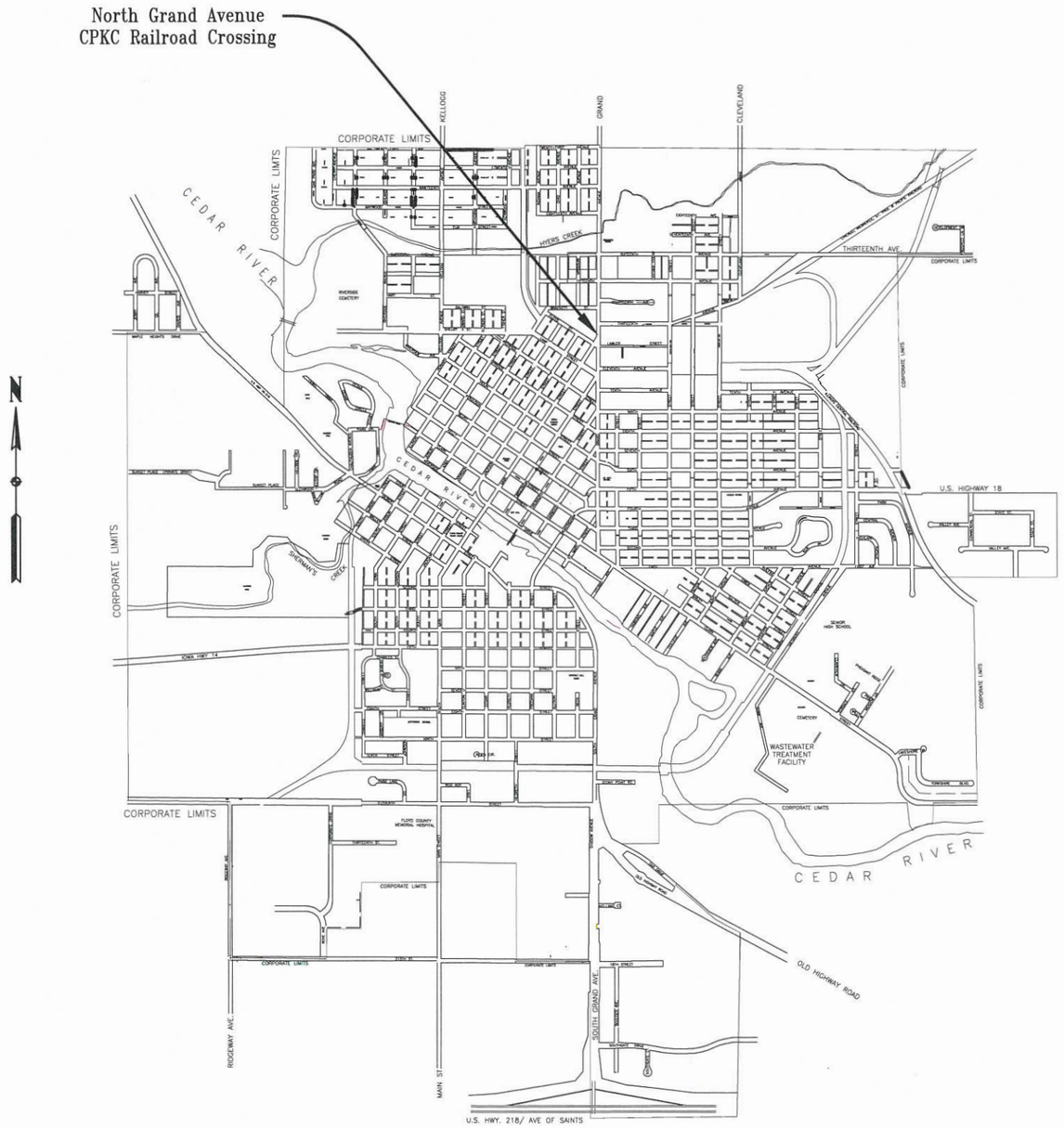
A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.

B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.

C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.

D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION




CHARLES CITY
LOCATION MAP
NO SCALE

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

# 2026 NORTH GRAND AVENUE CPKC RAILROAD CROSSING IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

2025

### CITY OFFICIALS

MAYOR: Dean Andrews
CITY ADMINISTRATOR: Tyler Trout
CITY ATTORNEY: Brad Sloter
CITY CLERK/FINANCE OFFICER: Brittney Lentz ICMC/ICMFO
CITY ENGINEER: John Fallis, PE CFM

### CITY COUNCIL

Philip Knighten
Patrick Lumley
Krista Noah
Jeff Otto
Phoebe Pittman

### INDEX OF SHEETS


1 – Cover Sheet
2 – Typical Sections
3 – Existing Conditions
4 – Removals
5 – Geometrics Plan
6–7 – Paving Improvements
8 – Water Main & Sanitary Sewer CIPP Lining Plan
9 – Soil Boring Log Information & Water Main Notes
10 – PCC Railroad Crossing Approach Details
11 – Subdrain Cleanout Details
12 – Driveway Details
13–14 – Pedestrian Ramp Details


NOTE – DOT/FRA Crossing Number – 385428X

BENCHMARK INFORMATION

Sta 40+77 Lt. – Arrow on Fire Hydrant.....Elev. 500.00


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

COVER SHEET
N GRAND CPKC CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

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.

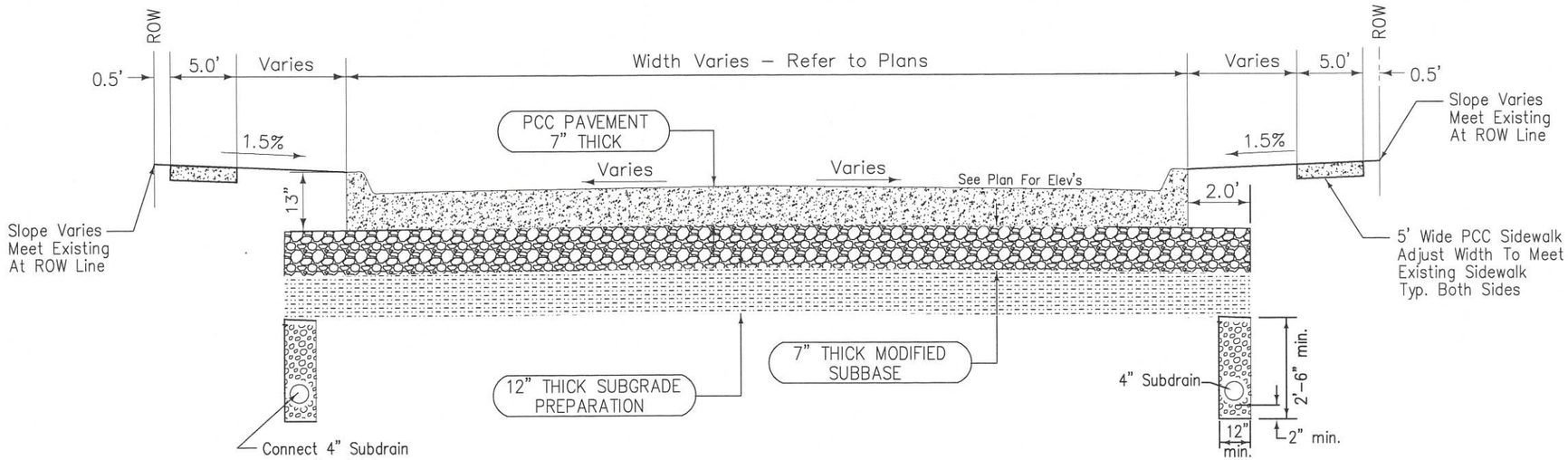
2-6-26
Date

License Number 12264
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
Entire Permitting Set

PROFESSIONAL ENGINEER
JOHN D. FALLIS
12264
LICENSED
IOWA

SCALE: NO SCALE

SHEET
1 OF 14




NORTH GRAND AVENUE
TYPICAL SECTION

**Charles City, Iowa**
Engineering Department
900 Clark Street
Charles City, Iowa 50616

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

2026 NORTH GRAND AVENUE CPKC RAILROAD
CROSSING IMPROVEMENT PROJECT
TYPICAL SECTION
CHARLES CITY, IOWA

SCALE: NO SCALE

SHEET
2 OF 14

NOTE: Not all existing conditions are shown. Bidders are responsible for reviewing the site prior to submitting a bid. See Specifications

HORIZ.
10 0 10 20
N

1001 North Main
Farmer's Feed
& Grain Co.

Existing Intake

CPKC ROW

Railroad Cabinet

B-01

CPKC Mainline

Existing Sidewalk

CPKC ROW

Farmer's Feed
& Grain Co.

Separate Bases
Cantilevered Warning
Signal And Warning
Gate Arm

Existing Storm
Sewer Manhole

North Grand Avenue

Existing N Grand Ave. has multiple layers of HMA overlay covering existing sidewalks and curb.

BOP 9+00.00

9+00

10+00

11+00

11+62.60
EOP 11+62.3

Existing 48" Storm Swr.

MH

Existing 4" Water Main

Existing 8" San. Swr

MH

PoPo

10'R

PoPo

Existing Intake

Separate Bases
Cantilevered Warning
Signal And Warning
Gate Arm

Detectable
Warning
Surface
(Typ.)

B-02

Existing Sidewalk

1130 N Grand Ave.
Derailed Bar
& Spirits

CPKC ROW

CPKC ROW

13th Avenue

1200 N Grand Ave

NOTE:
Building In Photo
Has Been Removed

Existing siding tracks
are no longer operational
See Removal Plan

**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

EXISTING CONDITIONS
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
3 of 14

File Path Description

NOTE: At all limits of pavement removal the Contractor shall provide full depth saw cuts. (See Special Provisions)

HORIZ.
10 0 10 20
N

Area of Pavement Removal

Existing Intake U.A.C.

CPKC ROW

CPKC Mainline

CPKC ROW

Remove Abnd. Siding Tracks See Spec. Prov.

Existing MH Top U.A.C.

Sawcut

Full Depth Sawcut

9+00

9+00.00 BOC

10+00

11+08

11+62.60 EOC

11+63

NYS

Full Depth Sawcut

Full Depth Sawcut

Existing Intake U.A.C.

CPKC ROW

CPKC ROW

Pavement South Side 4,596

Pavement North Side 10,487

**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616

REVISIONS

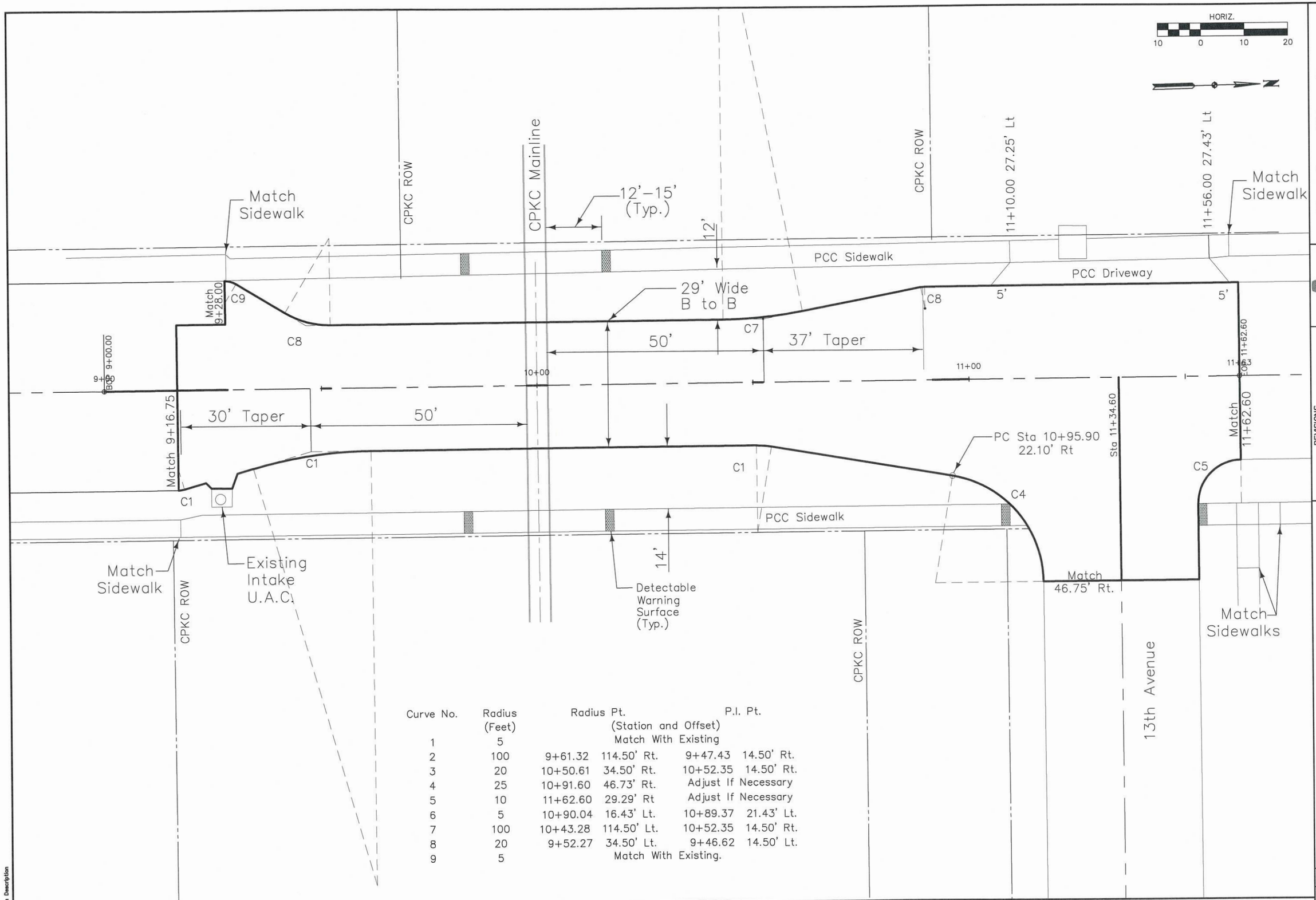
| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PAVEMENT REMOVAL PLAN
N.GRAND AVE. CPKC RR CROSSING IMPROVEMENTS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
4 of 14

File Path Description




| Curve No. | Radius (Feet) | Radius Pt. (Station and Offset) | | P.I. Pt. | |
|---|---|---|---|---|---|
| 1 | 5 | Match With Existing | | | |
| 2 | 100 | 9+61.32 | 114.50' Rt. | 9+47.43 | 14.50' Rt. |
| 3 | 20 | 10+50.61 | 34.50' Rt. | 10+52.35 | 14.50' Rt. |
| 4 | 25 | 10+91.60 | 46.73' Rt. | Adjust If Necessary | |
| 5 | 10 | 11+62.60 | 29.29' Rt | Adjust If Necessary | |
| 6 | 5 | 10+90.04 | 16.43' Lt. | 10+89.37 | 21.43' Lt. |
| 7 | 100 | 10+43.28 | 114.50' Lt. | 10+52.35 | 14.50' Rt. |
| 8 | 20 | 9+52.27 | 34.50' Lt. | 9+46.62 | 14.50' Lt. |
| 9 | 5 | Match With Existing. | | | |


**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616


REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

GEOMETRICS PLAN
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
5 of 14

File Path Description

the Centerline of the CPKC Mainline Tracks

Railroad Cabinet

B-1

CPKC ROW

CPKC Mainline

CPKC ROW

Existing Intake Protect and U.A.C.

PCC Sidewalk (Typ.)

12'

Existing MH Top Protect and U.A.C.

6" PCC Sidewalk Through Driveway

PCC Driveway

Match

BOP 9+00.00

9+00

10+00

11+00

EOP 11+62.60

11+63

SAN

W

NYS

29'

Match

Match

Existing Intake U.A.C. – Construct 7" PCC Flume (See Spec. Prov.)

CPKC ROW

14'

Detectable Warning Surface (Typ.)

B-2

Area of Topsoiling and Seeding (Typ.)

CPKC ROW

Match

HORIZ.

10 0 10 20

VER.

3 0 3 6

+25 VPI

+00 VPI

+25 VPI

+50 VPI

+00 VPI

+25 VPI

+50 VPI

506

500

494

488

Bottom of Rail Elev. 501.1

Existing Profile

Proposed Profile

1.20%

-1.00%

-2.20%

-3.20%

-2.96%

-1.36%

-0.85%

San MH 064 16.05' Deep

9+16 Match Existing

9+63 Match Exist'g

Centerline Elevations

500.55 500.85 501.15 501.45 501.20 500.65 499.85 499.05 498.31 497.97

9+00 9+50 10+00 10+50 11+00 11+50

**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

PAVING PLAN AND PROFILE
N.GRAND AVE. CPKC RR CROSSING IMPROVEMENTS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
6 of 14

HORIZ.
6 0 6 12

15'
.)

12'

CPKC ROW

11+10.00 27.25'

11+56.00 27.43'

Match
Sidewalk

PCC Sidewalk

PCC Driveway

29' Wide
B to B

C7

C8

5'

46'

5'

497.86 TC
497.49 GTR

N. Grand Ave.

11+00

497.86 CL

11+62.60

Sta 11+34.60

PC Sta 10+95.90
22.10' Rt

C1

25' R

PCC Sidewalk

14'

CPKC ROW

Match
46.75' Rt.

498.68 TC
498.43 GTR

498.17 CL

13th Ave.

Match
11+62.60

497.62 TC
497.43 GTR

10'R

498.23
497.96
497.90

498.06
498.11
498.01

498.17
498.16

497.77 TC
497.31 GTR

File Path Description

**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616

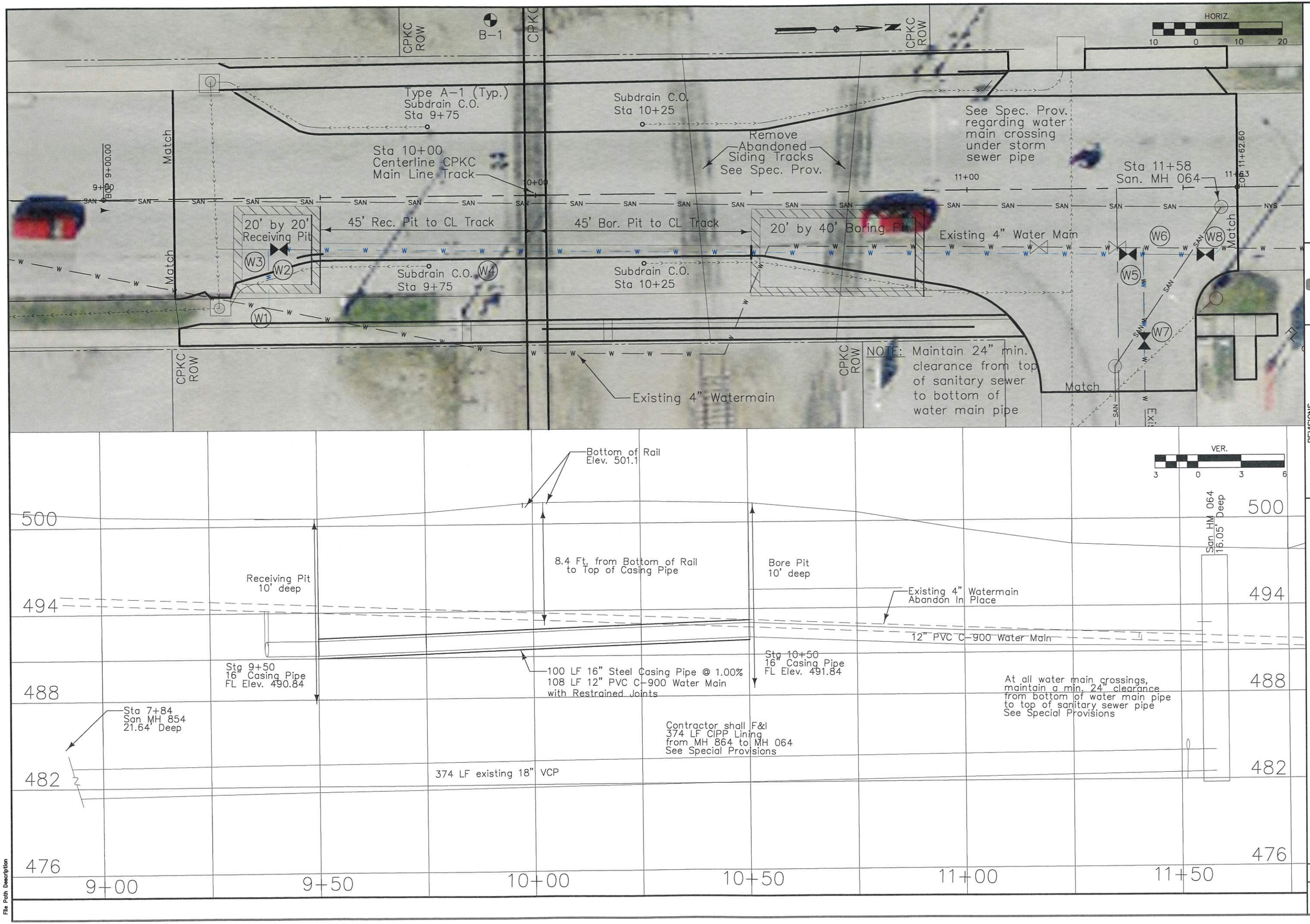
REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

N. GRAND AVE. / 13TH AVE INTERSECTION DETAILS
N.GRAND AVE. CPKC RR CROSSING IMPROVEMENTS
CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
7 of 14




**Charles City, Iowa**
Engineering Department
105 Milwaukee Mall
Charles City, Iowa 50616

REVISIONS
NO. | DATE | DESCRIPTION

# WATER MAIN & SANITARY SEWER CIPP LINING PLAN
# N.GRAND AVE. CPKC RR CROSSING IMPROVEMENTS
# CHARLES CITY, IOWA

SCALE: AS SHOWN

SHEET
8 of 14

File Path Description

B–01 is located at 9+90 40.5' Lt
B–02 is located at 10+16 56.5' Rt
See Special Provisions for full Geotechnical Report

## UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

| MATERIAL TYPES | CRITERIA FOR ASSIGNING SOIL GROUP NAMES | | | GROUP SYMBOL | SOIL GROUP NAMES & LEGEND |
|---|---|---|---|---|---|
| COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE | GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE | CLEAN GRAVELS <5% FINES | Cu>4 AND 1<Cc<3 | GW | WELL-GRADED GRAVEL |
| | | | Cu>4 AND 1>Cc>3 | GP | POORLY-GRADED GRAVEL |
| | | GRAVELS WITH FINES >12% FINES | FINES CLASSIFY AS ML OR CL | GM | SILTY GRAVEL |
| | | | FINES CLASSIFY AS CL OR CH | GC | CLAYEY GRAVEL |
| | SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE | CLEAN SANDS <5% FINES | Cu>6 AND 1<Cc<3 | SW | WELL-GRADED SAND |
| | | | Cu>6 AND 1>Cc>3 | SP | POORLY-GRADED SAND |
| | | SANDS AND FINES >12% FINES | FINES CLASSIFY AS ML OR CL | SM | SILTY SAND |
| | | | FINES CLASSIFY AS CL OR CH | SC | CLAYEY SAND |
| FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE | SILTS AND CLAYS LIQUID LIMIT<50 | INORGANIC | PI>7 AND PLOTS>="A" LINE | CL | LEAN CLAY |
| | | | PI>4 AND PLOTS<"A" LINE | ML | SILT |
| | | ORGANIC | LL (oven dried)/LL (not dried)<0.75 | OL | ORGANIC CLAY OR SILT |
| | SILTS AND CLAYS LIQUID LIMIT>50 | INORGANIC | PI PLOTS >"A" LINE | CH | FAT CLAY |
| | | | PI PLOTS <"A" LINE | MH | ELASTIC SILT |
| | | ORGANIC | LL (oven dried)/LL (not dried)<0.75 | OH | ORGANIC CLAY OR SILT |
| HIGHLY ORGANIC SOILS | | PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR | | PT | PEAT |

| Relative Proportions of Sand and Gravel | |
|---|---|
| TERM | PERCENT |
| Trace | < 15 |
| With | 15 - 29 |
| Modifier | > 30 |

| Relative Proportions of Fines | |
|---|---|
| TERM | PERCENT |
| Trace | < 5 |
| With | 5 - 12 |
| Modifier | > 12 |

| Grain Size Terminology | |
|---|---|
| TERM | SIZE |
| Boulder | > 12 in. |
| Cobble | 3 in. - 12 in. |
| Gravel | #4 sieve to 3 in. |
| Sand | #200 sieve to #4 sieve |
| Silt or Clay | Passing #200 sieve |

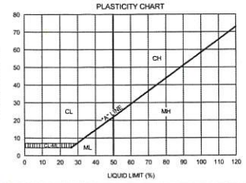
SAMPLE TYPES
- Hollow Stem
- Standard Penetration Test

TEST SYMBOLS

| | | | | | |
|---|---|---|---|---|---|
| MC | - | MOISTURE CONTENT | LL | - | LIQUID LIMIT |
| OC | - | ORGANIC CONTENT | PI | - | PLASTISITY INDEX |
| CN | - | CONSOLIDATION | SW | - | SWELL TEST |
| DD | - | DRY DENSITY | UU | - | Unconsolidated Undrained triaxial |
| PP | - | POCKET PENETROMETER | | | |
| Rv | - | R-VALUE | | | |
| SA | - | SIEVE ANALYSIS | | | |
| P200 | - | % PASSING #200 SIEVE | | | |

▽ - WATER LEVEL (WITH TIME OF) MEASUREMENT

PLASTICITY CHART




PENETRATION RESISTANCE
(RECORDED AS BLOWS / 0.5 FT)

| SAND & GRAVEL | | SILT & CLAY | | |
|---|---|---|---|---|
| RELATIVE DENSITY | BLOWS/FOOT* | CONSISTENCY | BLOWS/FOOT* | COMPRESSIVE STRENGTH (TSF) |
| VERY LOOSE | 0 - 4 | VERY SOFT | 0 - 1 | 0 - 0.25 |
| LOOSE | 4 - 10 | SOFT | 2 - 3 | 0.25 - 0.50 |
| MEDIUM DENSE | 10 - 30 | RATHER SOFT | 4 - 5 | 0.50 - 1.0 |
| DENSE | 30 - 50 | MEDIUM | 6 - 8 | |
| VERY DENSE | OVER 50 | RATHER STIFF | 9 - 12 | 1.0 - 2.0 |
| | | STIFF | 13 - 16 | |
| | | VERY STIFF | 17 - 30 | 2.0 - 4.0 |
| | | HARD | OVER 30 | OVER 4.0 |

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

**Chosen Valley Testing**

Job No. 26437.25.IAM

LEGEND TO SOIL DESCRIPTIONS

CVT Chosen Valley Testing, Inc.

CVT STANDARD 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ 11/12/25

## LOG OF BORING

CHOSEN VALLEY TESTING — CVT Chosen Valley Testing, Inc.

PROJECT: 26437.25.IAM
Design Phase Geotechnical Evaluation
Proposed Railroad Water Main Crossing
N Grand Ave and CPKC Railroad
Charles City, Iowa

BORING: **B-02**
LOCATION: See attached sketch
DATE: 11/7/2025 SCALE: 1" = 4'

| Elev. | Depth | USCS Symbol | Description of Materials (ASTM D 2487/2488) | BPF | WL | Tests and Notes |
|---|---|---|---|---|---|---|
| 100.7 | 0.0 | CL | **SANDY LEAN CLAY** trace of gravel, brown to dark brown to black, wet, very stiff. (Fill) | 19 | | Benchmark: The manhold South of Boring B-1. Assigned elevation of 100.0 feet. |
| 96.7 | 4.0 | SP | **POORLY-GRADED SAND** mostly medium grained, trace of gravel, light brown to brown, moist to waterbearing, medium dense to dense. (Alluvium) | 30 | | |
| | | | | 31 | | |
| | | | | 24 | | |
| | | | | 19 | | |
| | | | | 16 | | |
| | | | | 19 | | |
| | | | | 18 | ▽ | Water encountered at about 25 feet during drilling. |
| 69.7 | 31.0 | | End of boring. Boring sealed upon completion. | 20 | | |

CVT STANDARD 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ LOG A GNNN00.GDT 11/12/25

26437.25.IAM B-02 page 1 of 1

## LOG OF BORING

CHOSEN VALLEY TESTING — CVT Chosen Valley Testing, Inc.

PROJECT: 26437.25.IAM
Design Phase Geotechnical Evaluation
Proposed Railroad Water Main Crossing
N Grand Ave and CPKC Railroad
Charles City, Iowa

BORING: **B-01**
LOCATION: See attached sketch
DATE: 11/7/2025 SCALE: 1" = 4'

| Elev. | Depth | USCS Symbol | Description of Materials (ASTM D 2487/2488) | BPF | WL | Tests and Notes |
|---|---|---|---|---|---|---|
| 100.8 | 0.0 | CL | **SANDY LEAN CLAY** trace of gravel, dark brown, wet. (Fill) | 22 | | Benchmark: The manhold South of Boring B-1. Assigned elevation of 100.0 feet. |
| 98.8 | 2.0 | SC | **CLAYEY SAND** mostly medium grained, trace of gravel, dark brown, moist, medium dense. (Fill) | 34 | | |
| 97.8 | 3.0 | SP | **POORLY-GRADED SAND** mostly medium grained, trace of gravel, light brown to brown, moist to waterbearing, medium dense to dense. (Alluvium) | 25 | | |
| | | | | 21 | | |
| | | | | 14 | | |
| | | | | 17 | | |
| | | | | 18 | | |
| | | | | 18 | ▽ | Water encountered at about 25 feet during drilling. |
| 69.8 | 31.0 | | End of boring. Boring sealed upon completion. | 19 | | |

CVT STANDARD 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ LOG A GNNN00.GDT 11/12/25

26437.25.IAM B-01 page 1 of 1

## WATER MAIN NOTES – See Sheet 8

W1 – Sta 9+38 25' Rt, 4" Cutting In Sleeve and 6" on 4" Tee
W2 – Sta 9+38 Rt 6" Main and 6" Bends to connect to existing watermain
W3 – Sta 9+38 11.8' Rt 12" Valve 12" to 6" Reducer 6" 90 Deg Bend
W4 – Sta 9+50 to Sta 10+50 11.8' Rt 16" Steel Casing Pipe
W5 – Sta 11+39 15.2' Rt 12" Valve with Box
W6 – Sta 11+40.6 15.2' Rt. 12" on 12" Tee
W7 – Sta 11+40.6 35.1' Rt 12 Valve with Box
12" to 4" Reducer, 4" bends to connect to existing
W8 – Sta 11+55 15.5' Rt 12" Valve with Box,
12" to 4" Reducer, 4" Bends to Connect to existing


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616

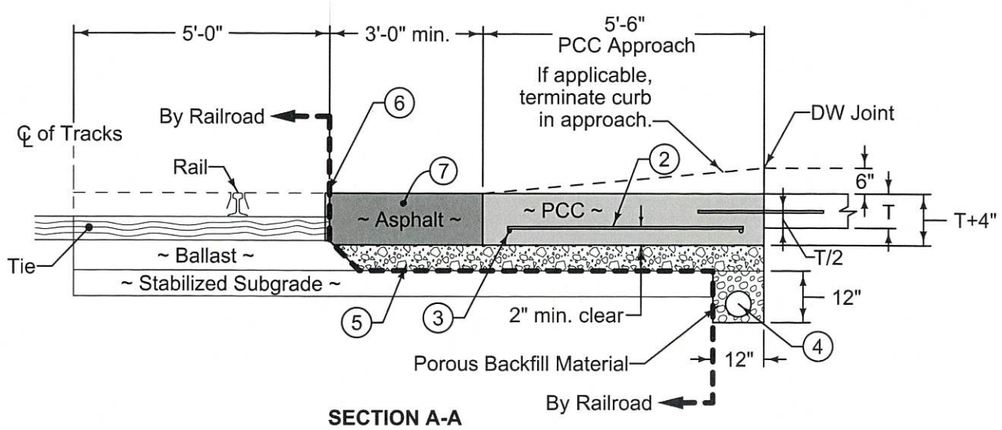

REVISIONS

| NO. | DATE | DESCRIPTION |
|---|---|---|
| | | |

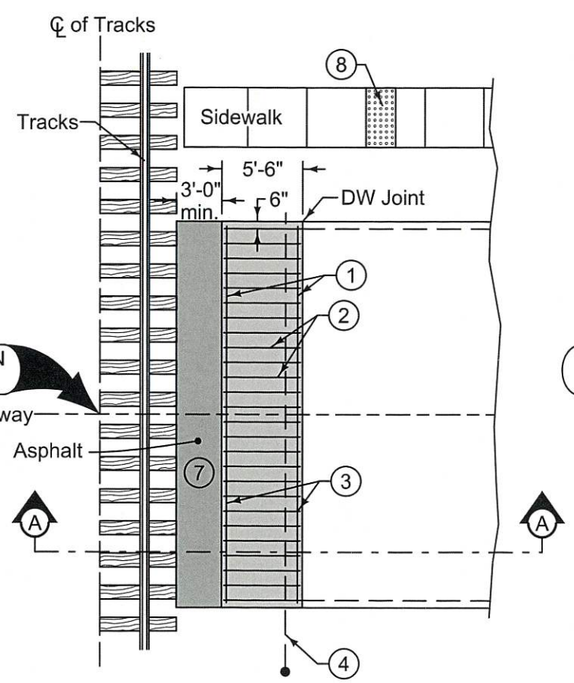
SOIL BORING LOG INFORMATION & Water Main Notes
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

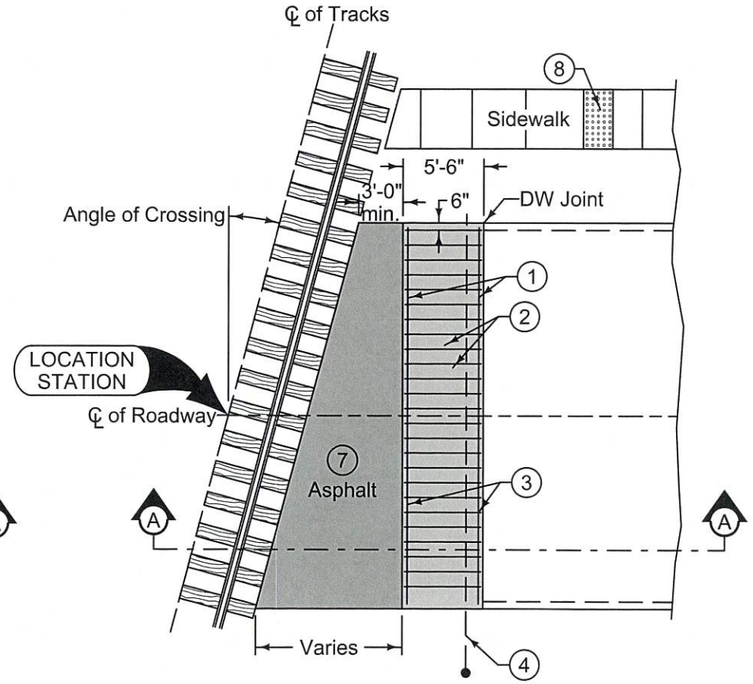
SHEET 9 OF 14




**SECTION A-A**




**PLAN VIEW - STRAIGHT CROSSING**




**PLAN VIEW - SKEWED CROSSING**

1. Tie reinforcing bars with wire at all intersections with other bars. Lap reinforcing bars a minimum of 12 inches when necessary and tie securely.
2. 5 foot 2 inch (typ.) #5 bar or pavement length minus 4 inches, at 12 inches on center.
3. #5 bars X (approach width minus 4 inches).
4. Install 6 inch perforated CMP subdrain, if specified. Include rodent guard per Iowa DOT Materials I.M. 443.01.
5. Granular subbase, modified subbase, or ballast meeting railroad specifications.
6. For new crossings, construct pavement 1/2 inch to 1 inch below top of rail. For existing crossings, construct pavement level to 1/2 inch below top of rail.
7. Full depth asphalt patch per Section 7040.
8. Refer to Figure 7030.205 for detectable warning location.

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**7010.903**

SHEET 1 of 1

SUDAS Standard Specifications

**PCC RAILROAD CROSSING APPROACH**

FIGURE 7010.903

SHEET 1 OF 1


Charles City, Iowa
Engineering Department
900 Clark Street
Charles City, Iowa 50616


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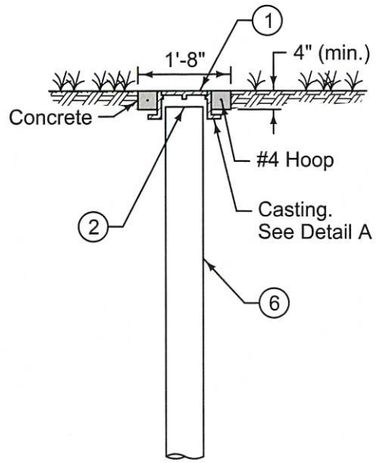
| | | |

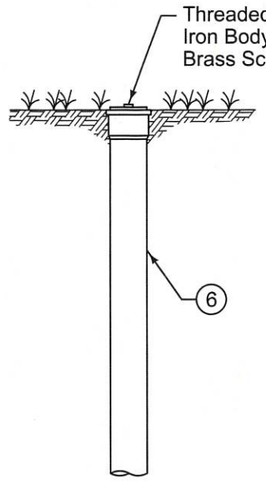
PCC RAILROAD CROSSING APPROACH DETAILS
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

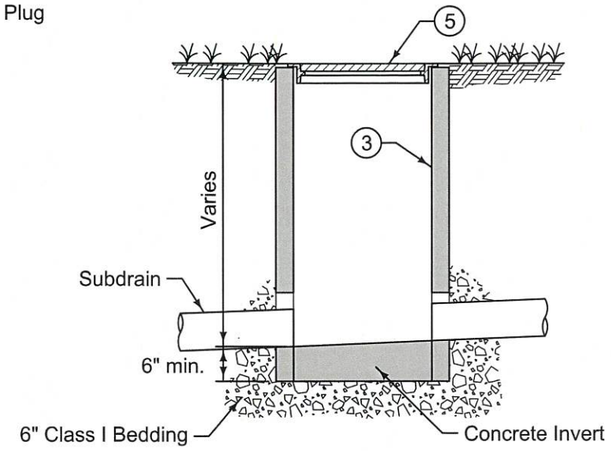
SHEET 10 OF 14




TYPE A-1 CLEANOUT



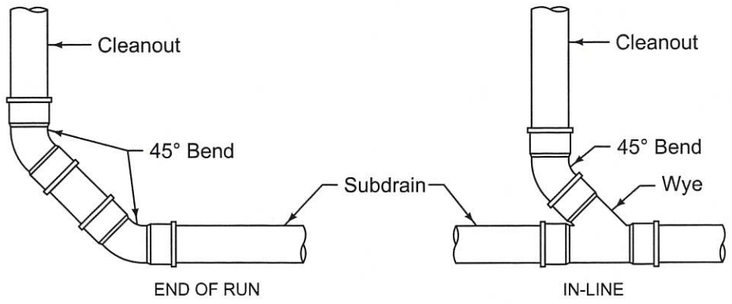

TYPE A-2 CLEANOUT



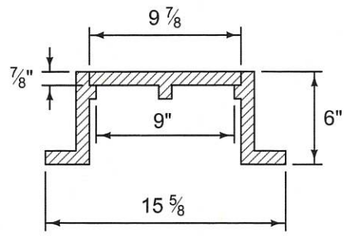

TYPE B CLEANOUT

Use in non-traffic areas.

1. Light duty casting. Label lid with "Storm" or "Storm C.O."
2. Do not allow casting to bear on top of riser pipe; provide 2 inch clearance, minimum.
3. A manufactured cleanout may be used in lieu of a Type B cleanout, if approved by the Engineer.
4. Design is intended for use in conjunction with 8 inch PVC riser pipe. Other sized caps may be used with smaller pipe, as approved by the Engineer.
5. Provide Type G casting, as required to fit pipe size.
6. PVC riser pipe; match diameter of subdrain (8 inches maximum).




TYPE A CLEANOUT CONNECTIONS




DETAIL A (1)(4)
(Dimensions are nominal)

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4040.232

SHEET 1 of 1

SUDAS Standard Specifications

SUBDRAIN CLEANOUTS

FIGURE 4040.232

SHEET 1 OF 1


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Engineering Department
900 Clark Street
Charles City, Iowa 50616


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SUBDRAIN CLEANOUT DETAILS
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

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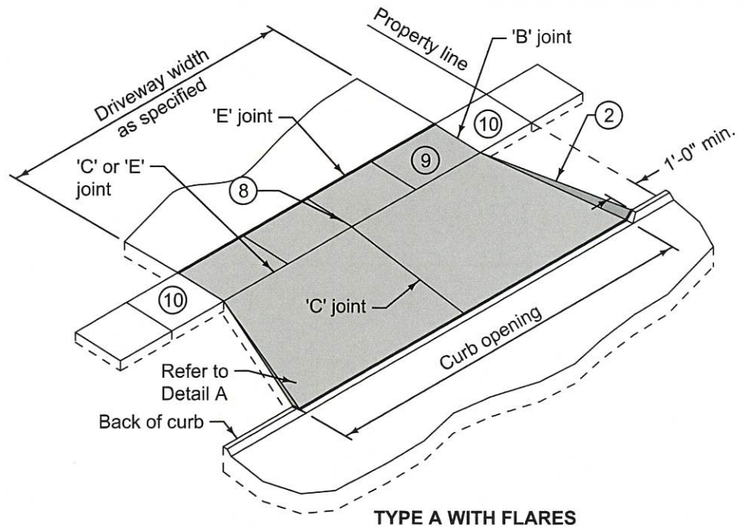
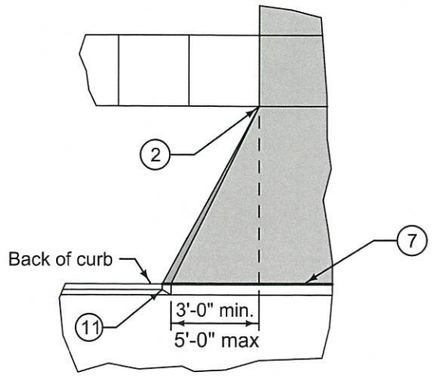
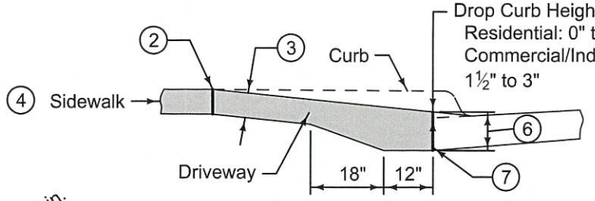


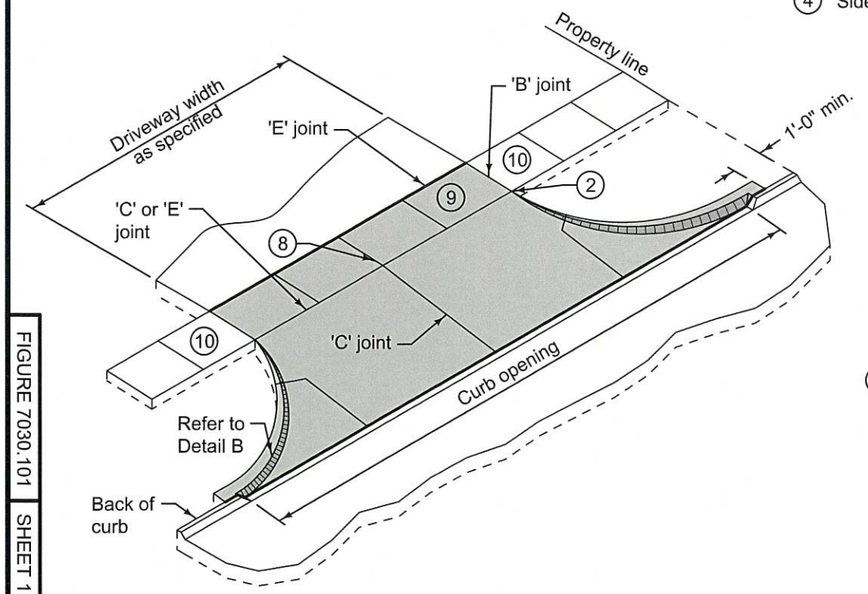

**TYPE A WITH FLARES**



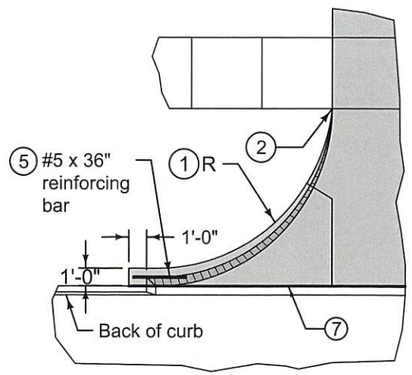

**DETAIL A**
(Residential/Agricultural Only)




**TYPICAL SECTION**




**TYPE A WITH RADII**




**DETAIL B**

1. Driveway radius (R).
   Residential: 10 foot minimum,15 foot maximum.
   Commercial and industrial: As specified in the contract documents.
2. Transition the curb height to 0 inches at end of taper/radius or at the front edge of sidewalk. Do not extend raised curb across sidewalk.
3. Pavement thickness.
   Residential: 6 inches minimum.
   Commercial and industrial: 7 inches minimum.
4. Sidewalk thickness through driveway to match thickness of driveway.
5. Center reinforcing bar vertically in the pavement.
6. Match thickness of adjacent roadway, 8 inches minimum.
7. Provide 'E' joint at back of curb unless 'B' joint is specified.
8. For alleys, invert the pavement crown 2% toward center of alley.
9. Target cross slope of 1.5% with a maximum cross slope of 2.0%. If specified in the contract documents, construct the sidewalk through the driveway 5 feet wide to serve as a passing space.
10. If cross slope of adjacent sidewalk panel exceeds 2.0%, remove and replace to transition from existing sidewalk to sidewalk through driveway. If elevation change requires a curb ramp, comply with Figure 7030.205; verify need for detectable warning panel with Engineer.
11. Transition street curb at minimum 1:1 slope to meet driveway curb.

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**7030.101**

SHEET 1 of 1

SUDAS Standard Specifications

CONCRETE DRIVEWAY, TYPE A

FIGURE 7030.101 | SHEET 1 OF 1


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Engineering Department
900 Clark Street
Charles City, Iowa 50616


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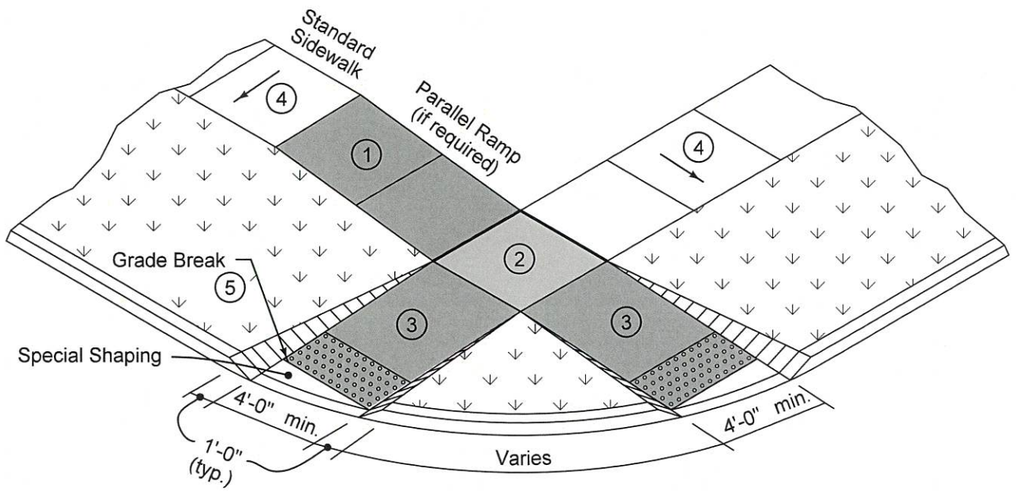
DRIVEWAY DETAILS
2026 N. GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

SHEET 12 OF 14




(1) Parallel Curb Ramp: If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.

(2) Turning Space: Target slope of 1.5% with maximum slope perpendicular to the travel directions of 2.0%. Minimum 4 feet by 4 feet.

(3) Perpendicular Curb Ramp: Target running slope of 6.25% with maximum running slope of 8.3%.

(4) Target cross slope of 1.5% with a maximum cross slope of 2.0%.

(5) Match pedestrian street crossing cross slope or flatter.

Key

- Curb Ramp
- Turning Space
- Detectable warning
- Grass

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7030.207

SHEET 1 of 1

SUDAS Standard Specifications

CURB RAMP FOR CLASS B OR C SIDEWALK

FIGURE 7030.207 | SHEET 1 OF 1


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Engineering Department
900 Clark Street
Charles City, Iowa 50616


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PEDESTRIAN RAMP DETAILS
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

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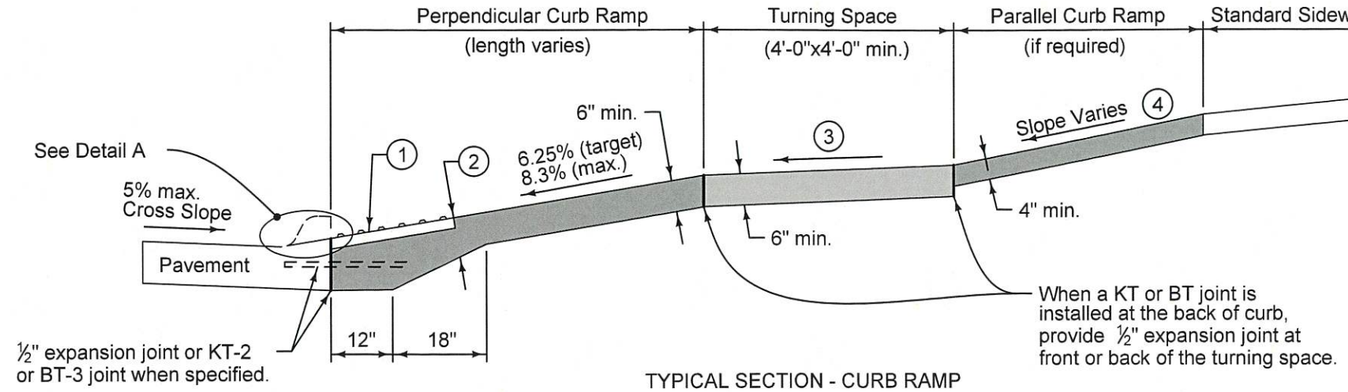
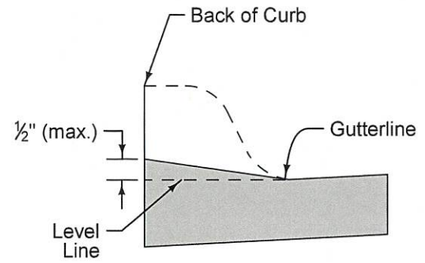


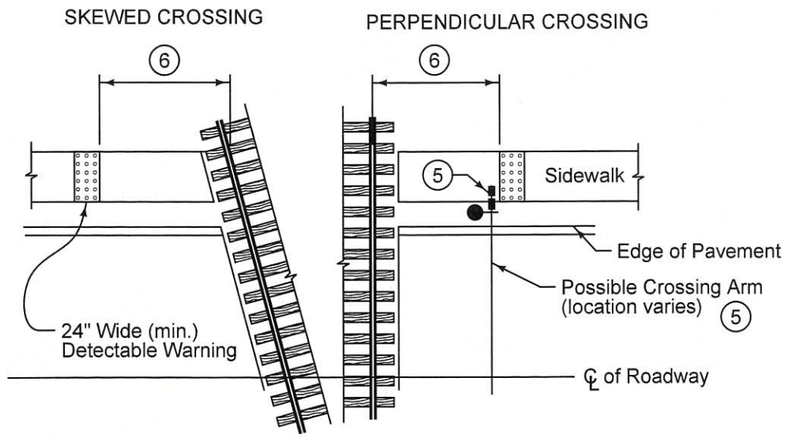

TYPICAL SECTION - CURB RAMP

Key

- Curb Ramp
- Turning Space
- Detectable warning




DETAIL A




DETECTABLE WARNING LOCATION AT RAILROAD CROSSING

1. Provide a minimum 2 foot width of detectable warning surfaces in the direction of pedestrian travel across the full width of the curb ramp or turning space, exclusive of curbs or flares.
2. Provide a minimum of 6 inches of concrete below the detectable warning panel.
3. Minimum 4 feet by 4 feet. Target cross slope of 1.5% with a maximum cross slope of 2.0%.
4. If normal sidewalk elevation cannot be achieved with the perpendicular ramp between the street and landing due to limited ramp length, provide a parallel ramp to make up the elevation difference between the landing and the standard sidewalk.

   The length of the parallel ramp is not required to exceed 15 feet, regardless of the resulting slope. Do not exceed 8.3% slope for parallel ramps shorter than 15 feet.
5. If crossing gate conflicts with location of detectable warning or if pedestrian crossing gate is provided, place detectable warning panel in advance of the crossing gate.
6. Locate front edge of detectable warning panel 12 to 15 feet from centerline of nearest rail. Orient truncated domes parallel to the direction of pedestrian travel.

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**7030.205**

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SUDAS Standard Specifications

GENERAL SIDEWALK AND CURB RAMP DETAILS

FIGURE 7030.205

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Engineering Department
900 Clark Street
Charles City, Iowa 50616


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PEDESTRIAN RAMP DETAILS
2026 N.GRAND AVE. CPKC RR CROSSING
IMPROVEMENT PROJECT
CHARLES CITY, IOWA

SCALE: NONE

SHEET 14 OF 14

# PROJECT SPECIFICATIONS
# FOR
# 2026 NORTH GRAND AVENUE
# CPKC CROSSING IMPROVEMENT PROJECT

## CHARLES CITY, IOWA

## 2026

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.

John D. Fallis 2.6.26

John D. Fallis, P.E. Date

License number 12584

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal:
Entire Permitting Set

Prepared by:
Charles City Engineering Department
900 Clark Street
Charles City, IA 50616

## CITY OFFICIALS

| | |
|---|---|
| Mayor | Dean Andrews |
| City Council: | Phillip Knighten<br>Patrick Lumley<br>Krista Noah<br>Jeff Otto<br>Phoebe Pittman |
| City Administrator: | Tyler Trout |
| City Attorney: | Brad Sloter |
| City Clerk/Finance Officer | Brittney Lentz, ICMC/ICMFO |
| City Engineer | John Fallis, PE, CFM |

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The SUDAS Standard Specifications technical sections, Division 2 through Division 11, are included by reference and are available online at:

http://www.iowasudas.org/manuals/manual.cfm?manual=specifications

N Grand Signed Spec TSH.pdf

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR CONSTRUCTION OF THE 2026 NORTH GRAND AVENUE CPKC RAILROAD CROSSING IMPROVEMENT PROJECT IN AND FOR THE CITY OF CHARLES CITY, IOWA,

Notice Is Hereby Given: That at 6:00 o'clock p.m., at the Zastrow Room, Charles City Public Library, Charles City, Iowa, on the 16th day of March 2026, the City Council of the City of Charles City, Iowa, will hold a public hearing on the proposed plans, specifications, form of contract and estimate of cost as well as acting on the proposals received for said improvements.

At said hearing, any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Published upon order of the City Council of the City of Charles City, Iowa.

CITY OF CHARLES CITY, IOWA

Attest: /s/Brittney Lentz
City Clerk

NOTICE TO BIDDERS FOR THE
2026 NORTH GRAND AVENUE CPKC RAILROAD CROSSING
IMPROVEMENT PROJECT
IN AND FOR THE CITY OF CHARLES CITY, IOWA.

Sealed proposals, subject to the conditions contained herein, will be received by the City Clerk of the City of Charles City, Iowa, at said office in the City Hall at Charles City, Iowa, until 2:00 o'clock p.m. on the 12th day of March 2026, for the construction of the 2026 North Grand Avenue CPKC Railroad Crossing Improvement Project and as hereinafter described in general and as described in detail in the plans and specifications now on file in the Office of the City Clerk, Charles City, Iowa. Proposals will be opened and read aloud immediately following 2:00 p.m. on the same day in the City Hall, Charles City, Iowa.

The extent of the work involved is the furnishing of labor, equipment and new materials for the construction of the Improvements. Approximate quantities for major construction items include the following:

| Description | Quantity |
|---|---|
| Excavation | 800 C.Y. |
| Pavement Removal | 1,850 S.Y. |
| Modified Subbase | 525 Ton |
| 4" Sub drain | 320 L.F. |
| 16" Steel Casing Pipe Bore and Jack | 100 L.F. |
| 12" Water Main | 250 L.F. |
| Sanitary Sewer CIPP Lining | 374 L.F. |
| Seeding | 14,000 S.F. |
| 7" PCC Street Pavement | 1,150 S.Y. |
| PCC Sidewalk Pavement | 2,250 S.F. |
| Seeding | 4,800 S.F. |
| 7" PCC Street Pavement | 1,150 S.Y. |
| Construction Layout and Surveying | Lump Sum |
| Temporary Traffic Control | Lump Sum |
| Mobilization | Lump Sum |

The Proposal shall be made out on the form furnished by the City of Charles City and obtained from the Charles City City Engineer and must be submitted in a sealed envelope and accompanied with a bid security in a separate sealed envelope consisting of either: (1) a certified check, or a cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, in an amount of 10% of bid amount; or (2) a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount of 10% of bid amount; or (3) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of 10% of bid amount.

The bid security shall be made payable to the Treasurer of the City of Charles City, Iowa.

The bid security must not contain any conditions either in body or as an endorsement thereon. The bid security shall be forfeited to the municipality as liquidated damages in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the municipality insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. The municipality will accept bid bond forms that meet the Requirements of Iowa Code, Section 384.97(5).

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

The City of Charles City in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 2000d 4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to the advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex age, or disability in consideration for an award.

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

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The work under this project shall be completed on or before August 21, 2026. The contract completion date refers to the work as part of this contract and does not include CPKC Railroad crossing related work performed by the Railroad.

Payment for said “2026 North Grand Avenue CPKC Railroad Crossing Improvement Project“ will be made from cash on hand or from such other funds as may be legally used for such purposes. The Contractor shall prepare monthly a summary of the quantities of completed work. The Engineer will verify the summary prior to preparing the payment application. Monthly estimates will be made by the CITY and payment will be made to the CONTRACTOR in the amount of ninety seven percent (97%) of said estimate on or about the tenth of the following month. In accordance with Iowa Code Chapter 573, final payment of retained funds shall be released thirty (30) days following the City Council action accepting the project and authorizing final payment.

The successful bidder will be required to furnish a bond in an amount equal to one hundred (100) percent of the contract price, said bond to be issued by a responsible surety approved by the City Council and which shall guarantee a faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor.

Plans and specifications governing the construction of the proposed improvements have been prepared by the Charles City Engineering Department which plans and specifications and the proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the Charles City City Clerk and may be examined by the bidders.

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $10.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Electronic copies of the bidding documents are available by contacting the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# INFORMATION FOR BIDDERS

Proposals

Proposals must be submitted on forms furnished by the Engineer and endorsed:

To: City Council
Charles City, Iowa
Bid for 2026 North Grand Avenue CPKC Railroad
Crossing Improvement Project

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Telegraphic or facsimile proposals will not be considered, but modifications by telegraph or facsimile of proposals already submitted will be considered if received prior to the time set for the bid opening.

Award

The City Council will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, any unresponsive bid, or to waive any technicalities in bids received. The award shall be based on the Total Base Bid.

Time for Completion

The work under this project shall be completed on or before August 21, 2026. The contract completion date refers to the work as part of this contract and does not include CPKC Railroad crossing related work performed by the Railroad.

Any extension of time shall be at the discretion and express approval of the City Council.

Owner

Whenever the term “Owner” appears in these specifications, it shall mean the City of Charles City, Iowa.

Engineer

Whenever the term “Engineer” appears in these specifications, it shall be understood to mean the Charles City City Engineer, or duly authorized representative(s), such representatives acting severally within the scope of the particular duties entrusted to them.

Drawings

The drawings which show the details of the work specified herein are designated the “Plans” and form an integral part of the specifications and contract documents.

Right-of-Way

The Owner will furnish all property or right-of-way (ROW) necessary for the construction of the project. The Contractor shall conduct his operations within the right-of-way and easements provided, unless additional arrangements are made between the Contractor and adjacent property owners.

Payment

The Contractor should refer to the Notice to Bidders for the method of financing and work progress payments. Payment will be made from cash on hand or from such other funds. The first payment, regardless of the start date, shall be made on or after July 6, 2026.

Product Names Stipulated

Catalog numbers and product names are given for identification purposes only and the Contractor may use equivalent materials of other reputable manufacturers that are similar in design and equal in performance subject to the approval of the Engineer.

Schedule of Work and Pre-Construction Conference

The Contractor to whom an award is made is expected to prepare a schedule of work for the Engineer’s approval prior to the beginning of construction.

The pre-construction conference shall be held on call by the Engineer and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. Representatives of the various utility companies will be invited to the pre-construction conference to begin early coordination and cooperation.

Bond and Insurance Requirements

The Contractor shall present the following documents before completion and signing of the contract:

A. Performance and Maintenance Bond equal to 100% of the contract amount.

B. The Contractor shall file an insurance certificate verifying the insurance coverage’s required in Section 6.1 of the General Conditions.

Sales Tax Form

All sales and use taxes associated with the project construction shall NOT be included in the Contractor's bid. No allowance shall be made over the contract sum for any tax claims. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract.

Plan Availability

Paper copies of plans and specifications can be obtained from the City of Charles City upon payment of a refundable deposit of $10.00 which shall be refunded upon return of the contract documents in a reusable condition within fourteen days after award of the project. If the contract documents are not returned in a timely manner and reusable condition, the deposit shall be forfeited. Electronic copies of the bidding documents are available by contacting the Charles City Engineering Department (john@cityofcharlescity.org) for information on electronic copies of the bidding documents.

# PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct the 2026 North Grand Avenue CPKC Railroad Crossing Improvement Project.

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work, are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Conditions and Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

The right is reserved, as the interest of the City of Charles City, Iowa, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

| Addendum No. | Dated |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The Contractor understands that this proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

With the above understood, the undersigned proposes to furnish the materials, labor, machinery, and equipment to construct the project items at the prices shown on the following pages:

| | Description | Unit | Quantity | Unit Price | Total |
|---|---|---|---|---|---|
| 1. | Roadway Excavation | C.Y. | 550 | $_____ | $_____ |
| 2. | Pavement Removal | S.Y. | 1,850 | $_____ | $_____ |
| 3. | Remove RR Siding Tracks | L.F. | 140 | $_____ | $_____ |
| 4. | Modified Subbase | Ton | 525 | $_____ | $_____ |
| 5. | 4” Subdrain | L.F. | 320 | $_____ | $_____ |
| 6. | 4” Subdrain Cleanout | Each | 4 | $_____ | $_____ |
| 7. | 16" Steel Casing Pipe Jack and Bore | L.F. | 100 | $_____ | $_____ |
| 8. | 12” Water Main | L.F. | 250 | $_____ | $_____ |
| 9. | 12” Gate Valve with Box | Each | 4 | $_____ | $_____ |
| 10. | Fittings | Lbs. | 850 | $_____ | $_____ |
| 11. | Sanitary Sewer CIPP Lining | L.F. | 374 | $_____ | $_____ |
| 12. | Sanitary Sewer Examination | L.F. | 374 | $_____ | $_____ |
| 13. | Exploratory Excavation | Hours | 5 | $_____ | $_____ |
| 14. | Minor Manhole Adjustment | Each | 4 | $_____ | $_____ |
| 15. | 7” PCC Street Pavement | S.Y. | 1,150 | $_____ | $_____ |
| 16. | 6” PCC Driveway Pavement | S.Y. | 65 | $_____ | $_____ |
| 17. | PCC Sidewalk Pavement | S.F. | 2,250 | $_____ | $_____ |
| 18. | Detectable Warning Surface | S.F. | 40 | $_____ | $_____ |
| 19. | Seeding, Fertilizing, Mulching | S.F. | 4,800 | $_____ | $_____ |
| 20. | Flagging and Watchman Service | Days | 20 | $_____ | $_____ |
| 21. | Construction Layout and Surveying | | Lump Sum | | $_____ |
| 22. | Temporary Traffic Control | | Lump Sum | | $_____ |
| 23. | Mobilization | | Lump Sum | | $_____ |
| | | | **Total Base Bid** | | **$_____** |

(*Repeat Total Base Bid as shown on Page 2*) **Total Base Bid** **$_____**

Dated this _____ day of _____, 2025.

_____

By_____

Address_____

_____

Letting Date: March 12, 2026
Letting Time: 2:00 PM
Letting Place: Charles City Temporary City Hall
507 Clark Street
Charles City, Iowa 50616

# CONTRACT

This contract, made as of the _____ day of_____, 2026 by and between City of Charles City, Iowa, hereinafter called the Owner, and _____ hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed 2026 North Grand Avenue CPKC Railroad Crossing Improvement Project hereinafter called the Project, in accordance with the Drawings, Specifications, Addenda and other Contract Documents prepared by the Charles City Engineering Department.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

1. The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

2. The Owner agrees to pay and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of:
_____ Dollars ($_____) in accordance with the provisions of the Contract Documents.

3. This contract and all of the covenants hereof shall inure to the benefit of and be binding upon the Owner and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

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

5. IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

_____
Contractor

_____
By

_____
City State

_____
Mayor

_Charles City, __Iowa_____
City State

ATTEST:

_____
City Clerk

**PERFORMANCE AND MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

_____

(Hereinafter called the "Principal")

_____

a (Corporation) (Partnership) (Individual)

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto _____ (hereinafter called the "Obligee,") in the penal sum of _____ Dollars ($_____), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the _____ day of _____, 2026, the said Principal entered into a written agreement with said Obligee for the construction of 2026 North Grand Avenue CPKC Railroad Crossing Improvement Project as set forth in detail in the Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project in strict accordance with said agreement, Proposal, Plans, Specifications, Notice to Bidders, and related documents shall comply with all the requirements of the Laws of the State of Iowa, shall pay as they become due all just claims for work or requirements performed and materials furnished in connection with said Agreement, and shall defend, indemnify and save harmless said Obligee, against any and all liens, encumbrances, damages, claims demands, expenses, costs and charges of every kind, including patent infringement claims arising out of or in relation to the performance of said work and the provisions of said Agreement, and shall guarantee the work against defects in workmanship and material during the construction and for two (2) years after the time of acceptance of the work, and make good such guarantee; then these presents shall be void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations having contracts directly with the principal or with subcontractors all just claims due

them for labor performed or materials 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 public corporation retains until completion of the public improvement but the Principal and Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as by law.

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

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price, and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise effect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the _____ day of _____, 2026.

(SEAL)

ATTEST: _____ _____
Principal

By: _____

Title: _____

(SEAL)

ATTEST: _____ _____
Surety

By: _____

# SPECIAL PROVISIONS

## GENERAL

### 1. Project Description and Locations

The project consists of removals, excavation, water main construction, sanitary sewer cured In place pipe (CIPP) lining, base preparation, Portland Cement Concrete (PCC) paving, traffic control, miscellaneous related work, and coordination with the CPKC Railroad for work at the CPKC Railroad crossing at North Grand Avenue all located in Charles City, Iowa. The work shall be completed as shown and specified in the contract documents.

### 2. Items Incidental to the Project

Items indicated on the plans and not listed separately on the Proposal Form shall be included in the construction as part of the Contractor's responsibility at no additional cost to the Owner.

### 3. Existing Utilities

The Contractor shall contact the utility companies having existing facilities in the project area to determine the exact location of their buried facilities. It shall be the Contractor's responsibility to inform, periodically, the affected utility managers of his operations.

The Contractor shall protect the identified facilities from damage due to his/her operations. The Contractor shall be responsible for any damage to located and identified facilities.

### 4. Preconstruction Conference

Prior to commencing construction, a brief preconstruction conference shall be held to work out the details of accomplishment of the project. Items of consideration to be discussed at the preconstruction conference include traffic control, construction scheduling, and any other items pertinent to successful completion of the Project.

### 5. Removals

All removals including but not limited to pavement debris, granular surfacing, and other materials removed for the project construction and shall be the property of the Owner and shall be disposed of by the Contractor in any legal area of disposal or as otherwise directed by the Owner.

### 6. Street Closings

The Contractor shall notify the appropriate City of Charles City officials at least 48 hours prior to closing any streets and/or alley. Warning signs and barricades shall be provided to adequately alert motorists to the closed streets.

7. Site Restoration

The term Site Restoration applies to the backfilling and required compaction of trenches and related excavation, the removal of excess materials, the shaping of streets adjacent to the excavation, the shaping of parking areas and the related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

8. Precedence within the Specifications

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

9. Specifications

Standard Specifications shall be the Iowa Statewide Urban Design and Specifications (SUDAS) and reference specifications shall be the Iowa DOT Standard Specifications for Highway and Bridge Construction, Series of 2015. Any reference to an earlier series shall be revised to the current application specification.

10. Protection of Work and Property

The Contractor is responsible for job-site safety and for protection of workers and the public from construction site hazards. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property from injury of loss arising in connection with the contract.

The Contractor shall confine the work to the limits of the right-of-way provided for the construction work by the City unless the Contractor makes other separate arrangements with adjacent property owners. The Contractor shall be held responsible for any damages sustained to adjoining public or private property as a result of the work and shall restore and replace all such damaged property at his/her expense. Any damage to paved areas or rutting and damage to grass areas shall be restored and replaced at no additional cost to the owner.

11. Construction Site Safety

The Contractor is responsible for maintaining a safe construction work site and for complying with all applicable local, State, and Federal health and safety requirements during the course of the construction work. The methods, means, and techniques of the construction work are solely the Contractor's responsibility.

12. Pavement Removal

Removal of all existing pavements shall be to the extent marked prior to the start of construction as directed by the Engineer and shall be in accordance with Section 7040 3.02 . The Contractor shall saw pavement to full depth at the removal limits. The Contractor shall use care during the pavement removal to ensure removals are made to a clean vertical pavement edge without damaging the underlying pavement slab. If pavement areas and/or underlying slabs are damaged due to insufficient saw cutting, the Contractor shall resaw, remove, and replace damaged areas without additional compensation. Pavement removals shall be removed from the project site by the Contractor and disposed of in legal disposal/stockpile sites.

Pavement Removal shall be measured based on the areas shown on the proposal form. Payment shall be made based on the unit bid price for the measured quantity to include all costs for labor, equipment, and materials to property remove the pavements.

13. Remove Railroad Siding Track

As shown on the plans, the existing abandoned siding tracks shall be removed during pavement removal. The tracks and ties shall be removed from right-of-way line to right-of-way line. Track and tie removals shall be removed from the project site by the Contractor and disposed of in legal disposal/stockpile sites.

Remove Railroad Siding Track shall be measured in Lineal Feet along the centerline of the track properly removed and disposed of. Payment shall be made based on the unit bid price for the measured quantity to include all costs for materials, equipment and labor required.

14. Minor Manhole Adjustment

Existing manhole castings shall be adjusted to meet the elevation of the new pavement in accordance with Section 6010. Minor Manhole Adjustment shall include the removal and disposal of the existing castings and furnishing and installing new castings for each structure.

Minor Manhole Adjustment shall be measured based on a per each basis as shown on the proposal form. Payment shall be made based on the unit bid price for the measured quantity to include all costs for labor, equipment, and materials to property adjust the manhole castings.

15. Temporary Traffic Control

The Contractor shall furnish, erect and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing Lights and/or reflectorized devices shall be provided for nighttime marking. Traffic Control shall be in accordance with the Iowa DOT Standard TC Road Plans and the latest version of the Manual of Uniform Traffic Control Devices (MUTCD).

A Lump Sum bid item is provided for Temporary Traffic Control to include furnishing, installing, and maintaining required traffic control signs and devices.

16. Construction Layout and Surveying

The Contractor shall be responsible for construction layout and surveying for the project in accordance with Section 11010 of the SUDAS Reference Specifications. A computer model of the project will not be available. Stringless paving shall not be used.

Prior to removing the existing pavements and curbs, the Contactor shall establish control and tie in the existing pavement edges so the new pavement can be replaced in the existing location except where changes are shown in the plans. Horizontal curve information is not shown. The curve on Riverside Avenue curb line shall be replaced on the same alignment.

A Lump Sum bid item is provided for Construction Layout and Surveying to include all costs for labor and equipment, and materials to provide this service.

17. Determination of Quantities

By the fourth ($4^{th}$) of each month, the Contractor shall present to the Engineer a listing of quantities completed during the previous month for the preparation of a monthly payment request. Failure in submitting a quantity listing in a timely manner may delay payment to the Contractor.

The Engineer will check the listing of quantities provided and prepare a monthly payment request. If there is a discrepancy and/or error in the quantities, the Engineer will notify the Contractor of the variance and work to resolve it.

Section 1040.1.06 of the Standard Specifications relating to the 20 percent variation between estimated and measured quantities shall not apply to this project.

18. Coordination with the CPKC Railroad

The Contractor shall allow CPKC Railroad personnel and/or contractors/vendors access through the construction area for railroad associated work. When possible, the Contractor shall coordinate his operations when within 25 feet to the railroad tracks at the same time as the CPKC Railroad is removing the crossing material to utilize the Railroad's flagging operations. Scheduling and contacts shall be discussed at the time of the preconstruction meeting.

The contract completion date refers to the work performed by the City's Contractor as part of this contract and does not include work performed or responsible by the CPKC Railroad.

## ROADWAY EXCAVATION

### 1. General

Roadway Excavation shall be in accordance with Section 2010 of the Standard Specifications, these Special Provisions and the Plans.

### 2. Excavation

Excavation of every description and of whatever substances encountered within the limits of the project shall be performed to the lines and grades indicated on the drawings. All excavated areas shall be excavated in such a manner as to afford adequate drainage eliminating ponding of water on the excavated area.

### 3. Stripping and Stockpiling Topsoil

Topsoil shall be stripped from areas to be graded and shall be stockpiled for later use in “topping off” the finished graded areas. Minimum depth of stripping shall be six-inches (6”).

No separate measurement of payment shall be made for stripping and stockpiling topsoil. The required stripping and stockpiling shall be considered as incidental to the “Excavation” bid item.

### 4. Subgrade

The bottom of the Modified Subbase shall be known as the subgrade and shall conform to the lines, grades, and cross sections shown in the Plans.

All soft and yielding material and other portions of the subgrade, which shall not compact as previously, specified shall be removed and replaced as needed.

The base of the subgrade shall be relatively smooth, uniformly compacted, free form high or low spots, and have the proper cross slope. The Contractor shall be responsible for maintaining the subgrade prior to the placement of the modified subbase and pavement and shall repair any damage caused by weather, traffic, or other causes, to the satisfaction of the Engineer.

### 5. Grading Tolerances

Paving subgrade shall include the area within three feet (3') of back of curb and shall be graded to within 0.0 foot low and 0.2 foot high of finish subgrade. All other areas of grading shall be within 0.2 foot of the elevations or grades shown on the Plans.

### 6. Finished Paving Subgrade

Finished Paving Subgrade shall be defined as Top of Curb Elevations minus 1.08 foot. Top of Curb Elevations are shown on the Street Plan and Profile Sheets. Finished Subgrade shall have a normal five-inch (5") crown unless elevations or cross section as shown in the Plans indicate otherwise.

7. Load Test / Subgrade Repair

After the paving subgrade has been excavated and formed to the proper elevation, the Contractor shall test the subgrade for areas of unstable material. The load test shall be performed using a loaded tandem dump truck with a load weight of at least fifteen (15) tons.

If areas of unstable subgrade material are encountered within the proposed street limits and require excavation of the existing unstable soils, the extent of the excavation will be determined by the Engineer. It is anticipated that a three inch to five-inch (3"-5") ballast rock will be used to stabilize the subgrade.

The Contractor shall furnish supplier weight tickets to determine the tons of ballast rock used. The excavation of the unsuitable soil is incidental to the cost of the ballast rock. Payment shall be made on the basis of the unit price bid for the number of tons actually placed for Subgrade Repair.

8. Topping off and Finishing

The top four-inches (4”) of the exposed backfill material in the disturbed grass areas shall consist of suitable topsoil material obtained from stripping and stockpiling operations. All areas of construction shall be compacted and finished to neat lines and shall include the placing of a minimum of four-inches (4") of topsoil.

Backfilling of curbs shall be done as soon as practical after the completion of the paving work. At the completion of the placement of topsoil, it shall be leveled smooth with large clods and rocks removed. The surface condition and slopes shall be such that only final finishing for seeding is required.

Topping off and finishing shall not be measured and paid for separately and shall be considered incidental to the “Excavation” bid item.

9. Measurement and Payment

Measurement for Roadway Excavation shall be on the basis of the Plan Quantity as shown on the Proposal. Payment for Roadway Excavation shall be full compensation for excavating, loading, transporting, backfilling, and compaction of embankments.

## MODIFIED SUBBASE

### 1. General

The Contractor shall construct an eight-inch (8”) modified subbase on the prepared subgrade in accordance with these Special Provisions and the Plans. Modified subbase material shall also be used for areas of trail pavements, PCC Pavement Patches, and as shown on the plans.

### 2. Material

The aggregate base material shall be modified subbase aggregate meeting the requirements of Article 4123 of the Iowa DOT Reference Specifications.

### 3. Construction

The aggregate material shall be placed on the existing base and compacted to provide a uniform profile alignment. The modified subbase shall be mechanically compacted to provide a firm, uniform support.

### 4. Measurement and Payment

The modified subbase shall be measured in Tons as determined from supplier provided tickets documenting the tonnage furnished to the site and used in the project construction. Payment shall be made at the unit price bid for the measured quantity.

## 4” SUBDRAIN

### 1. General

The work consists of the construction of four-inch (4”) diameter subdrain in accordance with Section 4040 of the Standard Specifications, these Special Provisions, and the project plans.

### 2. Pipe Material

The subdrain pipe shall be four-inch (4”) diameter Polyvinyl Chloride Pipe and Fittings (Solid Wall PVC), Corrugated Polyvinyl Chloride Pipe and Fittings (Corrugated PVC), or High Density Polyethylene Pipe and Fittings (HDPE) meeting the requirements of Section 4040.

### 3. Backfill Material

The backfill material shall be porous backfill meeting the requirements of Article 4131 of the Iowa DOT Reference Specifications.

The costs of furnishing and placing the porous backfill material for the 4” Subdrain shall be incidental to and included in the bid price for the 4” Subdrain.

### 4. Outlets and Intake/Pipe Connections

Outlets for the 4” Subdrain shall be either by connecting to an intake or storm sewer pipe as shown in the plans. A rodent guard shall be installed at the end of the subdrain at the outlets. Cleanouts (C.O.’s) shall be installed at the locations indicated in the plans. The cost for the outlet connections to storm sewer intakes, rodent guards, and clean outs shall not be measured and paid for separately but shall be considered incidental to and included in the bid price for the subdrain.

### 4. Subdrain Cleanouts

Clean outs for the 4” Subdrain shall be placed as shown in the plans. Cleanouts (C.O.’s) shall be in accordance with Section 4040 and the details as included in the plans.

### 5. Subdrain Installation Timing

The subdrain shall be installed prior to the street paving.

### 6. Measurement and Payment

4” Subdrain shall be measured in Lineal Feet properly installed and accepted. Payment shall be made based on the unit bid price for the measured quantity to include all subdrain incidental items including porous backfill, intake connections, outlets, and rodent guards. Clean outs shall be measured and paid for as shown on the proposal form. Payment shall include all costs for materials, equipment and labor required.

WATER MAIN

1. General

The work consists of the construction of water main and appurtenances by bore and jack and trenched construction in accordance with, but not limited to, Sections 3010, 3020, 5010, 5020, and 5030 of the Standard Specifications, these Special Provisions, and the project plans.

2. Water Main Material

Water Main shall be Polyvinyl Chloride (PVC) pipe, meeting the requirements of AWWA Specification C-900. The thickness class shall be DR-18 (150 psi rating). The pipe shall be equipped with rubber gasket joints for push-on connections except for the section of bore and jack which shall have restrained joints.

4. Exploratory Excavation

The unit price bid per hour for Exploratory Excavation shall be payment in full to the Contractor for locating existing buried facilities which are crucial to the construction of the water main facilities. Exploratory Excavation shall be utilized to expose existing facilities to obtain accurate locations and elevation of these facilities.

5. Compacted Backfill and Testing

Primary and Secondary Backfill for the water main and service excavations within the public right-of-way shall be backfilled and compacted to at least 95% of the Standard Proctor Density in accordance with Section 3010.

The Contractor shall be responsible for Trench Compaction Testing, including boring and receiving pit restoration, as specified in Section 3010. A single Lump Sum bid item is provided for all Trench Compaction Testing to include all costs for labor, equipment, and materials.

7. Removal of Existing Water Mains and Appurtenances

Water mains and appurtenances that interfere with the new construction shall be removed and disposed. Existing water main that may remain shall be abandoned in-place.

Removals of the existing water mains and appurtenances shall not be measured and paid for separately and shall be considered incidental to other work.

8. Bore and Jack 16” Casing Pipe

As shown on the plans, water main under the CPKC Railroad tracks shall be installed using bore and jack construction to place a 16” casing pipe in accordance with Section 3020 of the Standard Specifications.

Bore and Jack 16” Casing Pipe shall be measured in lineal feet properly installed and accepted. Payment shall be made based on the unit bid price as shown on the proposal form.

9. Tracer Wire

A tracer wire shall be installed on top of all pipe, valves and hydrants. The wire shall be brought up to grade at all valve boxes and hydrants. The wire shall be securely fastened to the top of valve boxes and hydrant barrels. The tracer wire shall be #10 copper insulated wire.

Tracer wire shall not be measured and paid for separately and shall be considered incidental to other work.

10. Connection to Existing Mains

New water main shall have a minimum seven foot (6') of cover or as otherwise shown on the plans. At the locations shown on the Plans the new water main shall be connected to or "tied-into" the existing water mains. The connections to the existing water main shall be accomplished after the new main is disinfected and pressure tested. This procedure may require temporary caps and blocking. Adjustments may be necessary to make up any elevation differences between the new and existing mains. The existing main shall be left in service for as long as possible. Following the successful testing of the new water main and placement into service, the existing main shall be abandoned in place.

Fittings required for the connection to the existing mains shall be measured based on the number of pounds of Fittings used and paid for at the unit bid price for the measured quantity.

11. Water Main Crossing Under Storm Sewer

As shown on the plans, the water main will cross under the existing 48" storm sewer pipe. There shall be a minimum of 24" clearance between the bottom of the storm sewer pipe and the top of the water main. The Contractor shall place one (1) complete section of water main pipe centered at the crossing with the storm sewer to place the water main joints as far away from the storm sewer as possible. The contractor shall backfill the area between the water main pipe and the storm sewer pipe with low permeability soil. Work required to complete the crossing at the storm sewer pipe shall not be measured and paid for separately and shall be considered incidental to the bid item 12" Water Main.

12. Method of Measurement and Payment

12" Water Main shall be measured in lineal feet properly installed and accepted. 12" restrained joint water main pipe shall be measured and paid for as 12" Water Main. Payment shall be made based on the unit bid price for the measured quantity.

13. Settlement Monitoring

The Contractor shall coordinate with the CPKC Railroad to have the CPKC Railroad's geotechnical representative on-site during the bore and jack operations to provide settlement monitoring examination. Settlement monitoring costs shall be paid for by the City of Charles City and shall not be included in the Contractor's costs.

14. Geotechnical Report and Information

The City of Charles City retained Chosen Valley Testing to provide soil boring analysis and prepare a report and boring logs which are included in these specifications and plans.

## SANITARY SEWER CIPP LINING

### 1. General

Sanitary sewer lining construction shall be in accordance with the plans, Section 4050 and these Special Provisions.

### 2. Sanitary Sewer Lining Materials

Sanitary sewer lining material shall be resin impregnated Cured-In-Place Pipe Lining (CIPP) meeting the requirements of Section 4050 of the Specifications.

### 3. Public Relations Program

The Contractor shall establish a Public Information and Notification Program in accordance with Section 4050. No separate measurement or payment will be made for Public Relations Program and shall be considered incidental to the contract.

### 4. Sanitary Sewer Examination

Sanitary Sewer Examination shall consist of cleaning and televising inspection in accordance with the plans, Section 4050, Section 4060, and these Special Provisions. As part of the examination, the Contractor shall verify the diameter of the sanitary sewer mains to be lined prior to ordering materials and shall report any discrepancies immediately to the Engineer.

### 5. Sanitary Sewer Manholes

Prior to cleaning the sanitary sewer mains, the upstream and downstream manholes of each main to be examined shall be cleaned of all soil, grit, and debris.

### 6. Video Inspection

All video recording shall be provided to the Owner on an optical disc (DVD) clearly labeled with the name of the sanitary sewer, date of inspection, and the termini of the inspection.

### 7. Method of Measurement and Payment

Method of measurement and payment shall be in accordance with Section 4050. Sanitary sewer CIPP lining shall be measured in lineal feet properly installed and accepted. Payment shall be made based on the unit bid price of the sanitary sewer lined for the measured quantity. Sanitary sewer examination shall be measured in lineal feet properly examined. Payment shall be made based on the unit bid price for the measured quantity.

## PC CONCRETE PAVEMENTS

### 1. General

The work consists of the construction of PCC street pavement, driveway pavement, and sidewalk pavement, in accordance with Section 7010 and 7030 of the Standard Specifications, the plans, and these Special Provisions.

### 2. Subgrade Preparation

The area to be paved shall be graded to the proper subgrade elevation and cross section. The subgrade shall be mechanically compacted to provide a firm, uniform support.

No separate measurement or payment shall be made for the subgrade preparation. Subgrade Preparation shall be considered incidental to the pavement item.

### 3. Pavement Type

The PC Concrete mix design shall be an Iowa DOT Type C or B mix for sidewalk pavements and an Iowa DOT Type C mix for Street Pavement and Driveway Pavement. It shall be the Contractor's responsibility to keep the new pavement barricaded until the pavement strength has been attained and full use can be resumed.

Measurement for the respective type of pavement shall be based on the unit as shown on the proposal form that is constructed and accepted. Payment for each type of pavement shall be based on the unit price bid for the measured quantity. Payment shall include all costs for labor, equipment, and materials to properly construct the pavement.

### 5. Abutting Pavement Tied Joints

The street pavement replacement shall be tied to the existing pavement using an RT Joint consisting of 24" long #4 tie bars at 12" on centers. RT Joints shall not be measured and paid for separately but shall be considered incidental to the specific pavement bid item.

### 8. Pedestrian Curb Ramp Pavement

Pedestrian curb ramp pavement bid item shall consist of the ramp, curbs, and turning space as shown in the plans. The PC Concrete mix design shall be an Iowa DOT Type C or B mix for sidewalk pavements. The pavement thickness shall be in accordance with the curb ramp details as shown in the plans.

Area for the curb ramp pavement shall be measured horizontally from the edge of walk to edge of walk. Payment shall be made on a Square Foot basis as shown on the proposal form. Payment shall include all costs for labor, equipment, and materials to properly construct the pavement.

6. Detectable Warning Surfaces

The Contractor shall furnish and install detectable warning surface at the pedestrian curb ramps and railroad crossing locations as indicated on the plans. The detectable warnings shall be pre-manufactured cast iron panels, Neenah 4984, or approved equivalent. The panels shall be a powder coated finish, red in color, or natural finish.

Measurement and payment shall be made on a per Square Foot basis as shown on the proposal form. Payment shall include all costs for materials, equipment and labor required.

11. Flume to Existing Storm Sewer Intake

As shown on the plans, the Contractor shall form and construct a 7" thick PCC flume from the new gutter to the existing intake throat. The base and concrete shall be prepared as specified in these special provisions for the respective work. The area of the flume shall be measured and paid for as 7" PCC Street Pavement.

12. Measurement and Payment

PCC Pavements shall be measured based on the areas shown on the proposal form. Payment shall be made based on the unit bid price for the measured quantity to include all costs for labor, equipment, and materials to property construct the pavements.

## SEEDING, FERTILIZING, AND MULCHING

### 1. General

Topsoiling and seeding of the disturbed areas shall be in accordance with Section 9010 of the Standard Specifications, these Special Provisions, and the Plans.

### 2. Topsoiling

Where necessary topsoil shall be stripped from areas to be excavated and shall be stockpiled for later use in topping off the backfilled areas as part of preparing the seed bed. The Contractor shall grade the backfilled excavated areas to match the surrounding conditions.

### 3. Seedbed Preparation Approval

Topsoil shall be placed and appropriately finished for an acceptable seedbed. The Contractor shall remove clods, lumps, roots, litter, other undesirable material, and stones larger than 1 inch. Following the preparation of the seedbed and prior to initiating seeding operations, the Contractor shall seek and receive approval of the seedbed preparation. Seeding shall be completed within one (1) week of receiving seedbed preparation approval. If the construction site receives a rain event greater than one half (1/2) inch between receiving seedbed parathion approval and completing the seeding operations, the Contractor shall seek and receive an updated seedbed preparation approval.

If seeding is performed prior to receiving seedbed preparation approval, the Contractor may be required correct the seedbed and reseed at no additional cost.

### 4. Materials

In lieu of the Type 1 (Permanent Lawn Mixture) as outlined in Paragraph 2.02, Section 9010, a commercial seed mixture may be substituted with the approval of the Engineer. Mulch shall be a hydro mulch. Straw mulch shall not be used.

### 5. Watering

The Contractor shall perform the initial watering of the seeded area. Subsequent waterings shall be the responsibility of the Owner.

### 6. Measurement and Payment

The seeded area shall be measured in square feet (S.F.) of surface area. Payment shall be made on the basis of the unit price bid for the measured seeded area. Topsoiling shall not be measured and paid for separately. Payment shall include all costs for labor, equipment, and materials to properly prepare the seedbed, apply seed, and watering.

## RAILROAD PROTECTIVE INSURANCE

### 1. General

When working within and near CPKC Railroad right-of-way, the Contractor shall provide insurance and obtain a Right Of Entry (ROE) Permit in accordance the requirements of the CPKC Railroad as attached and made a part of these Special Provisions.

The attached ROE License Agreement shall be completed by the Contractor following the City Council's award of the project. A Microsoft Word document will be provided to the awarded Contractor to facilitate the application process. The completed and signed agreement shall be sent to Charles Kretchman with the CPKC Railroad by email at: Charles.Kretchman@cpkcr.com

### 2. Flagging and Watchman Service

As required by the ROE Permit, required Flagging and Watchman Service shall be performed by the CPKC Railroad or CPKC's designated representative. The Contractor shall make arrangements with the CPKC Railroad or CPKC's designate representative for such flagging or watchman service as CPKC deems necessary for the protection of railroad traffic. All such Flagging and Watchman service shall be at the Contractor's expense.

### 3. Measurement and Payment

Railroad Protective Insurance shall be measured and paid for on a Lump Sum basis and shall include all costs for labor, insurance, permitting, and coordination to provide this service (excluding flagging). Flagging and Watchman service shall be measured and paid for on a per day basis as invoiced by the CPKC Railroad. Payment for Flagging and Watchman service shall include all costs to provide this service.

# RIGHT OF ENTRY LICENSE AGREEMENT

**THIS RIGHT OF ENTRY LICENSE AGREEMENT** (this **"ROE Agreement"**) is made by and between **(CPKC Business Name),** doing business as CPKC, and **_____Add Your Company Name_____**.

## 1. PARTIES

**(CPKC Business Name)**, a (State) corporation doing business as CPKC with general offices at:

| **Address** | **Contact Info** | |
|---|---|---|
| 427 W. 12 Street<br>Kansas City, MO 64105 | Name: | Annka O'Brien |
| | Phone: | 816-806-1419 |
| | Fax: | N/A |
| | Email: | Annka.OBrien@cpkcr.com |
| | | |

hereinafter called "**CPKC**,"

and **____Add Your Company Name_____**, a [State] [type of company/organization], a whose address is:

| **Address** | **Contact Info** | |
|---|---|---|
| Add Your Address | Name: | Your Name |
| | Phone: | |
| | Fax: | |
| | Mobile: | |
| | Email: | |

hereinafter called "**Licensee**."

## 2. PROPERTY; SCHEDULE; GRANT OF LICENSE

### 2.1 Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Charles City, Iowa near railroad mile post 89.29 +/- on the Mason City Subdivision, as shown upon the map labeled Add **Annex A** that is attached hereto and made a part hereof (the "**Property"**)

### 2.2 Work Schedule

For the sole for the purpose of performing, generally, the following activities: 2026 Iowa Street Lane Street Intersection Improvement Project (the **"Work"**), as detailed in Licensee's plans, specifications and special provisions. The Work is subject to approval by CPKC's authorized representative.

### 2.3 Grant of License

This license is granted subject to all the terms and conditions set forth below and applies to all Work and activities upon the Property that may be performed by Licensee through its employees, agents, and contractors. For the purposes of this ROE Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

**2.4 Agreement to be Available at Work Site**

Licensee shall keep a copy of this ROE Agreement at the Work site and shall make it available upon demand by any employee or agent of CPKC.

## 3. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

**3.1 Term**

The term of this ROE Agreement shall

*Commence* at 12:01 am **on Add Your Start Date, 202__** (the "**Commencement Date**"); and

*Expire* at 11:59 pm **on Add Your End Date, 202__** (the "**Expiration Date**")

the "**Term**." Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE Agreement.

**3.2 Effective Date**

This ROE Agreement shall be effective upon the date that it has been signed by both parties.

**3.3 Expiration**

This ROE Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE Agreement, the preceding sentence shall not terminate or limit any claim by CPKC against Licensee arising prior to the Expiration Date. If the Work includes monitoring wells, and if such wells remain on the Property after the Expiration Date, this ROE Agreement shall remain in effect for those wells until the earlier of the following:

a. the date they are properly closed (*i.e.*, sealed and abandoned in accordance with applicable legal requirements) by Licensee or

b. the date CPKC assumes ownership of such wells, based upon Licensee's failure to remove or seal such wells within 30 days of being notified of the need to do the same by CPKC.

**3.4 TERMINATION; EXCLUSION**

NOTHWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE Agreement is terminable by CPKC prior to the Expiration Date in the event Licensee breaches any of its obligations under this ROE Agreement. The early termination of this ROE Agreement shall not terminate or limit any claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this ROE Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

## 4. PAYMENTS

**4.1 License Fee**

In consideration of the permissions herein granted, Licensee shall with its execution hereof pay to CPKC the sum of **One Thousand Five Hundred Dollars ($1,500.00).**

**4.2 Utilities**

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal or any other service or commodity connected with the Work, collectively "**Utility Service**." If any Utility Service fee is in common with CPKC or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee

and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default of the terms of this license if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

**4.3 Mechanics' And Materialmen's Liens**

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims arising out of or connected with such lien.

**4.4 Additional Charges**

Licensee shall within 30 days of receipt of a bill therefor, pay to CPKC costs for flagging, track changes or damage, or other such charges as may be provided by this ROE Agreement or that CPKC may reasonably impose in connection with Licensee's Work.

**4.5 Due Dates; Penalties; Other Charges**

**4.3.1** ***Due Dates***

Any item, submission or payment required to be made shall be deemed timely made if received by the other party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission or payment.

**4.3.2** ***Late Fees***

In addition to any amounts payable by Licensee to CPKC, Licensee shall pay CPKC a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CPKC's Accounting Department that is in effect at the time that that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

**4.3.3** ***Fines and Service Fees***

In addition to any other amounts payable by Licensee to CPKC, Licensee shall pay CPKC for any bank fines or service incurred by it in connection with the handling, non-payment, return or currency conversion incurred by CPKC in connection with processing of any payment made by Licensee to CPKC.

**4.6 Work At No Cost To CPKC**

The Work completed by Licensee shall be performed at no cost to CPKC.

## 5. CONTACT, NOTICES, ETC.

**5.1 Contact Persons; Communications**

Communications pursuant to this ROE Agreement shall be directed to the contact persons designated in Section 1 or their designees. Either party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other party.

**5.2 Notices**

Except as otherwise provided in this ROE Agreement, all notices pursuant to this ROE Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

**5.3 Notification Prior To Beginning Work**

Licensee must notify CPKC's contact person by telephone at least 7 days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed.

## 6. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

### 6.1 Permitted Uses

**6.1.1 *The Work***

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section 2.2., or such other activities as may be approved by CPKC in writing.

**6.1.2 *Government Authorities***

Licensee may permit governmental authorities other than Licensee with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to bring the matter to CPKC's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities other than Licensee to enter the Property for any other purpose.

### 6.2 Prohibited Uses and Activities

Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this ROE Agreement or as may be approved of in writing by CPKC. Specifically, Licensee shall not:

**6.2.1 *Advertising***

permit any advertisements or signs upon the Property;

**6.2.2 *Use of Hazardous Substances***

without prior written disclosure to and approval by CPKC, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

**6.2.3 *Use of Premises for waste treatment or as storage or disposal facility***

cause or allow the Property or any of CPKC's adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq. or any similar state statute or local ordinance; or

**6.2.4 *Subleasing is prohibited***

sublease the Property or the permissions or rights herein granted in any manner or form.

### 6.3 Reservations and Rights of CPKC

**6.3.1 *Railroad Activities Take Priority over Work***

All Work by Licensee shall always and all times be subordinate to the needs of CPKC in connection with the operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

**6.3.2** ***Reservation of prior and future uses not inconsistent with Licensee's activities***
The rights herein granted to Licensee are subject to the rights granted in all other licenses, permits and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

**6.3.3** ***Monitoring***
CPKC may elect to be present during the conduct of the Work and to monitor same.

## 7. COVENANTS, CONDUCT & RESPONSIBILITIES

### 7.1 Definitions

**7.1.1** "**Claim**" or "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses which may be related to any Claims);

**7.1.2** "**Environmental Law**" or "**Environmental Laws**" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. '§1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law, ordinance, order or decree dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted;

**7.1.3** "**Governmental Requirements**" shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee's Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property

**7.1.4** "**Hazardous Substance**" or "**Hazardous Substances**" means any substance, class of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental to the environment or human or animal health including, without limitation:

a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity
c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
d. any Waste containing hazardous biological material;

e. any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by humans or by any animal, fish, or plant; and

f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:

i. endangers the health, safety, or welfare of humans;

ii. interferes with the normal enjoyment of life or property; or

iii. causes damage to plant life, animal life, or to property.

**7.1.4** "**Release**" or "**Released**" means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA;

**7.1.5** "**Response**" or "**Respond**" means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess or abate the Release of a Hazardous Substance;

**7.1.6** "**Use**" means to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

**7.2 Investigation; Compliance with Laws; Safety Requirements**

**7.2.1** ***Tenants and Licensees in possession of Property***

Before entering the Property, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CPKC will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

**7.2.2** ***Underground Utilities and Structures***

a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.

b. Licensee shall call **CPKC CBYD "Canadian Pacific Call before You Dig"** at **1-866-291-0741 for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and the STATE "ONE CALL"** a minimum of 5 business prior to commencing any excavation or boring on the Property.

c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

**7.2.3** ***Permits And Licenses; Compliance With Laws***

Licensee shall secure, at no expense to CPKC, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CPKC against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property.

**7.2.4** ***Compliance with CPKC Safety Requirements; Identification***

a. While on the Property, Licensee shall comply with the safety requirements of CPKC, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CPKC. CPKC's safety requirements are set forth in "**Annex B**" titled "**CPKC SAFETY REQUIREMENTS FOR CONTRACTORS – United States"** and in CPKC's current safety handbook. One free copy of the current safety handbook will be provided to Licensee by the CPKC contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CPKC safety requirements that would apply to a CPKC employee performing similar work.

b. Prior to any entry onto the Property, Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available through the e-railsafe program at www.e-railsafe.com in respect to requirements for CPKC operations.

c. Licensee and every employee, agent or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CPKC may reasonable require.

**7.3 Work In Close Proximity To Railroad Operations; Drainage**

**7.3.1** ***Interference with Railroad Operations***

Licensee shall keep CPKC fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CPKC's trains or equipment (or trains or equipment of others) operating on or near the Property.

**7.3.2** ***Clearance***

No work shall be done or any equipment or other obstruction placed over or within 25 feet laterally of the centerline of any track without advance notification to CPKC prior to performing such work or placing such equipment or obstruction.

**7.3.3** ***Flagging***

Licensee must make arrangements with CPKC or CPKC's designated representative for such flagging or watchman service as CPKC deems necessary for the protection of railroad traffic. All such flagging and watchman service shall be at Licensee's expense. The fact that CPKC coordinates or provides such service shall not relieve Licensee from any liability under this ROE Agreement. CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

**7.3.4** ***Certain Work Close To Track Not Permitted; Lateral Support***

a. Unless otherwise agreed to in writing by CPKC, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks.;

b. Unless otherwise agreed to in writing by CPKC, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;

c. In the event that CPKC permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CPKC any measure that is required to prevent the collapse, erosion or impairment to said land or tracks.

**7.3.5** ***Storm Water***

Licensee shall not, without the advance written approval of CPKC, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, as between CPKC and Licensee it is understood and agreed that Licensee shall, at Licensee's cost and expense, be responsible for the construction, maintenance, repair and replacement upon the real property or other land not belonging to CPKC such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related to improvements required for Licensee's compliance with this section.

**7.3.6.** ***Fencing***

Licensee shall, at no cost to CPKC, construct and maintain during the term hereof a fence acceptable to CPKC in the location(s) designated necessary by CPKC in connection with the Work. In such case, and following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

**7.4 Conduct**

**7.4.1** ***Property clean, safe and free from nuisances***

Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe and sanitary condition, and free from accumulations of waste materials, debris or refuse.

**7.4.2** ***Release of Hazardous Substances***

Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

**7.4.3** ***Response Actions***

Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of Licensee (or Licensee's employees, agents, representatives or invitees) that could:

a. give rise to any Claim under any Environmental Law,
b. cause a public health or workplace hazard, or
c. create a nuisance.

**7.5 Required Notices/Disclosures**

**7.5.1** ***Transportation and Disposal Contracts***

Licensee shall, upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that Licensee has complied with all Environmental Laws relating to the Property

**7.5.2** ***Releases or Suspected Releases***

Licensee shall promptly notify CPKC of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

**7.5.3** ***Notices, summons citations, etc.***

Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state or local agency or authority, or any other entity or individual, concerning:

a. any Release of a Hazardous Substance on, to or from the Property,
b. the imposition of any lien on the Property, or
c. any alleged violation of or responsibility under any Environmental Law relating to the Property.

**7.5.4** ***Other Reports***

Licensee shall, at CPKC's option, provide CPKC, at no cost to CPKC, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency, other than Licensee, acting in a regulatory capacity, other than Licensee, then Licensee shall also give CPKC a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the draft of that Report. Licensee will promptly provide CPKC with a copy of any final Report.

**7.6 CPKC's right to Participate in Response Actions**

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in section 7.5.3 in connection with any action taken pursuant to section 7.4.3, Licensee shall notify CPKC of any and all investigations, telephone conferences, settlement discussions, remediation plans and all other interactions, direct or indirect, with governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

**7.7 Restoration of Property**

Upon completion of the Work or expiration or early termination of this ROE Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

## 8. LIABILITY

### 8.1 DAMAGE TO CPKC TRACKS, FACILITIES, AND EQUIPMENT

**IF ANY TRACKS, FACILITIES, OR EQUIPMENT OWNED, USED, OR MAINTAINED BY CPKC ARE DAMAGED IN CONNECTION WITH THE WORK, CPKC SHALL REPAIR (OR ARRANGE FOR THE REPAIR OF) SUCH DAMAGE AND LICENSEE SHALL PAY THE FULL COST OF SUCH REPAIR WITHIN 30 DAYS AFTER CPKC SHALL TENDER A BILL THEREFOR.**

### 8.2 ASSUMPTION OF RISK

**LICENSEE IS FULLY AWARE OF THE DANGERS OF WORKING ON AND ABOUT RAILROAD PROPERTY AND RAILROAD OPERATIONS AND KNOWINGLY AND WILLINGLY ASSUMES THE RISK OF HARM (E.G., INJURY TO OR DEATH OF PERSONS AND DAMAGE TO OR DESTRUCTION OF PROPERTY) THAT MAY OCCUR WHILE ON AND ABOUT THE PROPERTY. WITHOUT IN ANY WAY LIMITING THE SCOPE OF THE PRECEDING SENTENCE, LICENSEE ASSUMES THE RISK THAT MONITORING WELLS, ELEVATION BENCH MARKS, REFERENCE POINTS, AND OTHER INSTALLATIONS LOCATED ON THE PROPERTY MAY BE DISTURBED, DAMAGED, OR DESTROYED BY CPKC OR THIRD PERSONS, AND LICENSEE SHALL NOT MAKE ANY CLAIM AGAINST CPKC ON ACCOUNT OF SAME, EVEN IF SUCH DISTURBANCE, DAMAGE, OR DESTRUCTION ARISES FROM THE NEGLIGENCE OF CPKC OR ITS EMPLOYEES, AGENTS, OR INVITEES. LICENSEE ASSUMES FULL RESPONSIBILITY FOR PROTECTING ITS INSTALLATIONS AND PERSONAL PROPERTY FROM THEFT AND VANDALISM WHILE SUCH INSTALLATIONS AND PERSONAL PROPERTY ARE ON THE PROPERTY.**

### 8.3 INDEMNITY

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSEE SHALL INDEMNIFY AND DEFEND THE INDEMNIFIED PARTIES (AS DEFINED BELOW) AGAINST ALL CLAIMS, DEMANDS, ACTIONS, SUITS, JUDGMENTS, LOSSES, DAMAGES, PENALTIES, FINES, AND SANCTIONS (COLLECTIVELY, "CLAIMS") ARISING OUT OF OR RELATING TO ANY DESTRUCTION OF (OR DAMAGE TO) ANY PROPERTY OR NATURAL RESOURCE, ANY INJURY TO (OR DEATH OF) ANY PERSON, OR ANY ENVIRONMENTAL POLLUTION OR CONTAMINATION WHATSOEVER, WHERE SUCH DESTRUCTION, DAMAGE, INJURY, DEATH, POLLUTION, OR CONTAMINATION ACTUALLY ARISES IN WHOLE OR IN PART FROM THE WORK, ANY ACTION OR OMISSION OF LICENSEE WHILE ON OR ABOUT THE PROPERTY PURSUANT TO THIS ROE AGREEMENT, OR THE EXERCISE BY LICENSEE OF THE LICENSE GRANTED BY THIS ROE AGREEMENT. AS USED IN THIS ROE AGREEMENT, INDEMNIFIED PARTIES INDIVIDUALLY AND COLLECTIVELY, MEANS (A) CPKC, (B) DIRECTORS, OFFICERS, STOCKHOLDERS, EMPLOYEES, AGENTS, INVITEES, INSURERS OF CPKC AND ITS, PARENTS, AFFILIATES, SUBSIDIARIES, PREDECESSORS, SUCCESSORS, AND ASSIGNS, AND (C) ANYONE ACTING ON BEHALF OF ANY PERSON OR ENTITY DESCRIBED IN (A) OR (B).**

## 9. INSURANCE

**9.1** Licensee shall, at its own expense, obtain and maintain during the Term and prior to entering the Property, in a form and with an insurance company satisfactory to CPKC, policies of:

**9.1.1** **Commercial General Liability** (C.G.L.) insurance with a limit of not less than Ten Million Dollars ($10,000,000) for any one loss or occurrence for personal injury, bodily injury, or damage to property including loss of use thereof. This policy shall by its wording or endorsement include without limitation the following:

a. CPKC and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all of the foregoing) as an additional insured with respect to obligations of the Licensee in this ROE Agreement;

b. "cross liability" or “severability of interest” clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;

c. blanket contractual liability, including the insurable liabilities assumed by the Licensee in this ROE Agreement;

d. broad form products and completed operations;

e. sudden and accidental pollution liability;

f. shall not exclude property damage due to explosion, collapse, and underground hazards; and

g. shall not exclude operations on or in the vicinity of the railway right of way.

**9.1.2** **Automobile Liability** insurance covering bodily injury and property damage in an amount not less than Two Million Dollars ($2,000,000) per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, non-owned, leased or controlled by the Licensee and used in regards to this ROE Agreement.

**9.1.3** **Workers Compensation** insurance which shall be in strict accordance with the requirements of the most current and applicable state Workers Compensation insurance laws, and Employers’ Liability insurance including Occupational Disease insurance with limits of not less than One Million Dollars ($1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the FELA, USL&H Act, and the Jones Act. The Licensee shall, before any services are commenced under this License submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this License. CPKC and its associated or affiliated companies (and the Directors, Officers, employees, agents and trustees of all of the foregoing) shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

**9.1.4** If the Work includes digging, excavating or soil disturbance, **Contractor's Pollution Liability** insurance, including naming CPKC and its associated or affiliated subsidiaries (and the directors, officers, employees, agents and trustees of all the foregoing) as an additional insured, with a limit of not less than Two Million Dollars ($2,000,000) for any one loss or pollution event. Coverage shall include, but not be limited to, claims for bodily injury, death, damage to property including the loss of use thereof, clean-up costs and associated legal defense expenses arising from pollution conditions caused by, and/or exacerbated by, services performed by the Licensee on behalf of CPKC. The policy shall be endorsed to contain a blanket contractual liability endorsement. If this policy is written on a "claims-made" basis it shall remain in effect for no less than twenty-four (24) months after the expiry or termination of this ROE Agreement.

**9.2** **Insurance Coverage**

The insurance requirements in the foregoing subparts of Section 9.1 are collectively referred to herein as the “**Insurance Coverage**”.

**9.3** **Insurance No Limit on Liabilities**

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this ROE Agreement.

**9.4 Form/Type of Insurance Policies**

The Insurance Coverage required to be maintained pursuant to this ROE Agreement shall be primary and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance coverage shall take place in the form of an occurrence-based policy and not a claims-made policy.

**9.5 Subrogation**

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this ROE Agreement.

**9.6 Cancelation Notice to CPKC**

The insurance coverages above shall be endorsed to provide CPKC with not less than thirty (30) days' written notice in advance of cancellation.

**9.7 Contractual Endorsement**

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this ROE Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

**9.8 Insurance Documentation**

Licensee shall, prior to the effective date of this ROE License Agreement, and upon the insurance renewal date thereafter for the duration of the Term of this ROE License Agreement, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to Certs.CertSecure@HUBInternational.com. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such notice shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.

**9.9 CPKC's Review of Insurance Documentation**

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its Insurance Coverage is not in compliance with this ROE Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

**9.10 Maintenance of Insurance Coverage/Termination Option**

CPKC reserves the right to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to maintain the Insurance Coverage required in this ROE Agreement, CPKC may, at its option, terminate this ROE Agreement without notice.

## 10. GENERAL PROVISIONS

### 10.1 Survival of Indemnity Provisions

The indemnification provisions of this ROE Agreement shall survive its expiration or termination.

### 10.2 Mere License

The permission encompassed by this ROE Agreement is a mere license to use the Property for the specified purpose and does not create any estate or interest in the Property.

### 10.3 No Warranty of Title

CPKC does not warrant that it has good title to the Property.

### 10.4 Assignment; Binding Effect

This ROE Agreement may not be assigned by Licensee without the advance written consent of CPKC. Subject to the preceding sentence, this ROE Agreement shall be binding upon, and inure to the benefit of, the parties' respective successors and assigns.

### 10.5 Governing Law

This ROE Agreement shall be construed in accordance with the laws of the state of in which the Property is located.

### 10.6 Entire Agreement

This ROE Agreement is the full, complete, and entire Agreement of the parties with respect to the subject hereof, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE Agreement.

### 10.7 Headings

The headings used in this ROE Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this ROE Agreement.

### 10.8 Singular and Plural

As used in this ROE Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this ROE Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.

### 10.9 Duplicate Copies and Counterparts

This ROE Agreement may be executed in counterparts, which together shall constitute one and the same document. The parties may execute more than one copy of this ROE Agreement, each of which shall constitute an original.

**11. SIGNATURES.**

**THE PARTIES HERETO** have executed this ROE Agreement as evidence of their agreement to the terms herein.

| | |
|---|---|
| **Your Company Name** | **[CPKC Entity Name]**<br>*doing business as* CPKC |
| By _____ | By _____ |
| Its Your Name | Its NAME<br>TITLE |
| Date | Date |

**ANNEX A**
Map of the Property

North Grand Avenue
Charles City, Iowa

DOT/FRA Crossing Number 385428X

**ANNEX B**

# CPKC Safety Requirements for Contractors
# United States

| | | | |
|---|---|---|---|
| **Approval Authority:** | Safety Management Systems | **Effective Date:** | Apr. 15, 2025 |
| **Version:** | 5.0 | **Next Review Date:** | Apr. 15, 2028 |

Chosen Valley Testing, Inc.

## Design Phase Geotechnical Report:

Proposed Railroad Water Main Crossing
N Grand Ave and CPKC Railroad
Charles City, Iowa
CVT# 26437.25.IAM

## Prepared for:

Mr. John Fallis, PE, CFM
City of Charles City

## Certification:

| | |
|---|---|
| LICENSED PROFESSIONAL ENGINEER<br>MATTHEW J. REISDORFER<br>22234<br>IOWA | 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.<br><br>November 12, 2025<br>(signature) (date)<br>Printed or typed name: Matthew J. Reisdorfer, PE.<br>License number: 22234.<br>My license renewal date is December 31, 2025.<br>Pages or sheets covered by this seal: |

# Chosen Valley Testing, Inc.

Geotechnical Engineering and Testing • 421 North Georgia Avenue • Mason City, Iowa 50401 • Telephone (641) 201-1050 • masoncity@cvtesting.com

Mr. John D. Fallis, PE, CFM
City of Charles City
105 Milwaukee Mall
Charles City, Iowa 50616
john@cityofcharlescity.org

November 12, 2025

**Re: Design Phase Geotechnical Evaluation**
**Proposed Water Main Crossing**
**N Grand Ave and CPKC Railroad**
**Charles City, Iowa**
**CVT Project Number: 26437.25.IAM**

Dear Mr. Fallis:

We have completed the geotechnical evaluation authorized for the proposed bore and jack water main crossing under the Canadian Pacific Kansas City Railroad on North Grand Avenue in Charles City, Iowa. This letter briefly summarizes the findings and analysis detailed in the attached geotechnical report.

**Summary of Boring Results**

**Borings**: At the surface, the borings encountered about 3 to 4 feet of clayey sand and sandy lean clay fill. Below the fill, the borings met clean sand. The borings terminated in waterbearing clean sand at about 31 feet below the surface.

**Groundwater**: Water was encountered in the borings during drilling at depths of about 25 feet below the surface. The observed water levels correspond to elevations of 75 ½ to 76 feet on the datum used to locate the borings. A piezometer was installed in Boring B-1, for purposes of a delayed water level reading. The delayed water level reading was not available at the time of this report. Water levels are expected to fluctuate with seasonal weather patterns along with water levels in nearby streams and rivers.

**Summary of Analysis and Recommendations**

Based on the boring data, jack and auger construction is expected to encounter clean sand. These materials are suitable for support of jack and auger construction, casings and water mains.

With proper construction techniques, long term settlements are expected to be very minimal, likely on the order of ¼ of an inch or less. This assumes no obstructions are occurred during drilling that may become dislodged, and also assuming the auger is advanced at appropriate speeds so that the casing is installed tight to the adjacent soils. If overdrilling or obstructions are encountered, which would result in voids around the casing, we recommend grout be injected to correct the voids.

Water is not expected to be encountered during the installation of the bore and jack. If water does accumulate in the boring pits, aggressive dewatering techniques such as well points will likely be required.

Settlement monitoring is required per the CPKC Railroad Guidelines. Two subsurface settlement monuments are to be installed over the proposed pipe crossing, with a bearing depth of about 3 feet above the top of the utility crossing. Also, the individual rails over the pipe crossing are to be monitored as well as a distance of 31 feet east and west of the crossing along each rail is to also be monitored. The location, duration and frequency of the settlement monitoring program is outlined below:

1. Prior to excavation of any pits and pipe installation, monitoring should be performed at least twice per day for at least two days.
2. During Construction:
    a. Throughout construction, for branch lines or low traffic lines, monitoring should be performed at least twice daily.
    b. Throughout construction, for main lines and heavy traffic lines, monitoring should be performed every 2 hours or after each train passes, whichever provides the most number of reading while the boring operation is within the Zone of Potential Train Loading.
3. Monitoring should continue for at least 3 days after the completion of construction.

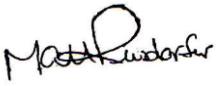
We recommend a laser level be used during settlement monitoring. A primary benchmark and secondary benchmark should also be used to reference surface elevations. Lastly, it will be very important that the exact same points are recorded during the duration of the settlement monitoring program. Ideally, paint marking on the railroad track would be used to locate the measurement points. Offsets should also be installed at distance of at least 25 feet both east and west of each measurement point along the railroad track.

We recommend geotechnical personnel from Chosen Valley Testing be retained during installation of the jack and auger utility, to verify advancement is being performed per the manufacturer's specifications, and to observe if subsurface conditions change. We also recommend geotechnical personnel from Chosen Valley Testing be retained to oversee settlement monitoring. Ideally, a licensed land surveyor would perform the field measurements and would report the field measurements to a licensed geotechnical engineer from Chosen Valley Testing for review. It should be noted that Chosen Valley Testing does not offer land surveying services, so the client may need to retain a land surveyor for the project.

**Remarks**

For more details of our analysis and recommendations, please see the attached report. We appreciate the opportunity to help you on this project. If you have any questions or need additional information, please contact us at (641) 201-1050.

Sincerely,
**Chosen Valley Testing, Inc.**



Matt Reisdorfer, PE
General Manager/Geotechnical Engineer

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**Boring Location Sketch**

**Log of Boring 1-2**

**Legend to Soil Description**

**Design Phase Geotechnical Evaluation**
**Proposed Railroad Water Main Crossing**
**N Grand Ave and CPKC Railroad**
**Charles City, Iowa**

CVT Project Number: 26437.25.IAM
Date: November 12, 2025

# A. Introduction

**The intent of this report is to present our results to the client in the same logical sequence that led us to arrive at the opinions and recommendations expressed. Since our services must often be completed before the design, assumptions are sometimes needed to prepare a proper evaluation and to analyze the data. A complete and thorough review of this entire document, including the assumptions and the appendices, should be undertaken immediately upon receipt.**

## A.1. Purpose

This report was prepared to assist planning for the proposed water main crossing under the Canadian Pacific Kansas City (CPKC) Railroad near North Grand Avenue in Charles City, Iowa. Our services were authorized by Mr. Dan Gifford, Interim City Admin.

## A.2. Scope

To obtain data for analysis, a total of 2 penetration test borings were drilled. These borings were drilled to depths of about 31 feet below the surface. Our engineering scope consisted of providing geotechnical findings and recommendations for installation of the bore and jack utility under the railroad, along with recommendations for a settlement monitoring program per the CPKC Railroad guidelines.

## A.3. Boring Locations and Elevation

The desired borings locations were selected by Chosen Valley Testing based on on-site information provided by the client. The Boring Location Sketch in the Appendix shows the approximate locations as drilled.

Ground surface elevations at the borings were measured using a laser level. The top of the manhole located south of Boring B-1 was used as a benchmark, and had an assigned elevation of 100.0 feet.

## A.4. Geologic Background

**A geotechnical report is based on subsurface data collected for the specific structure or problem. Available geologic data from the region can help interpretation of the data and is briefly summarized in this section.**

Geological maps of the area suggest that the dominant soil types on site consist of alluvial (water deposited) mixtures of sand and gravel. Geological maps in the area indicate that bedrock is within 50 to 100 feet of the surface and typically consists of dolomite and limestone of the Cedar Valley Group.

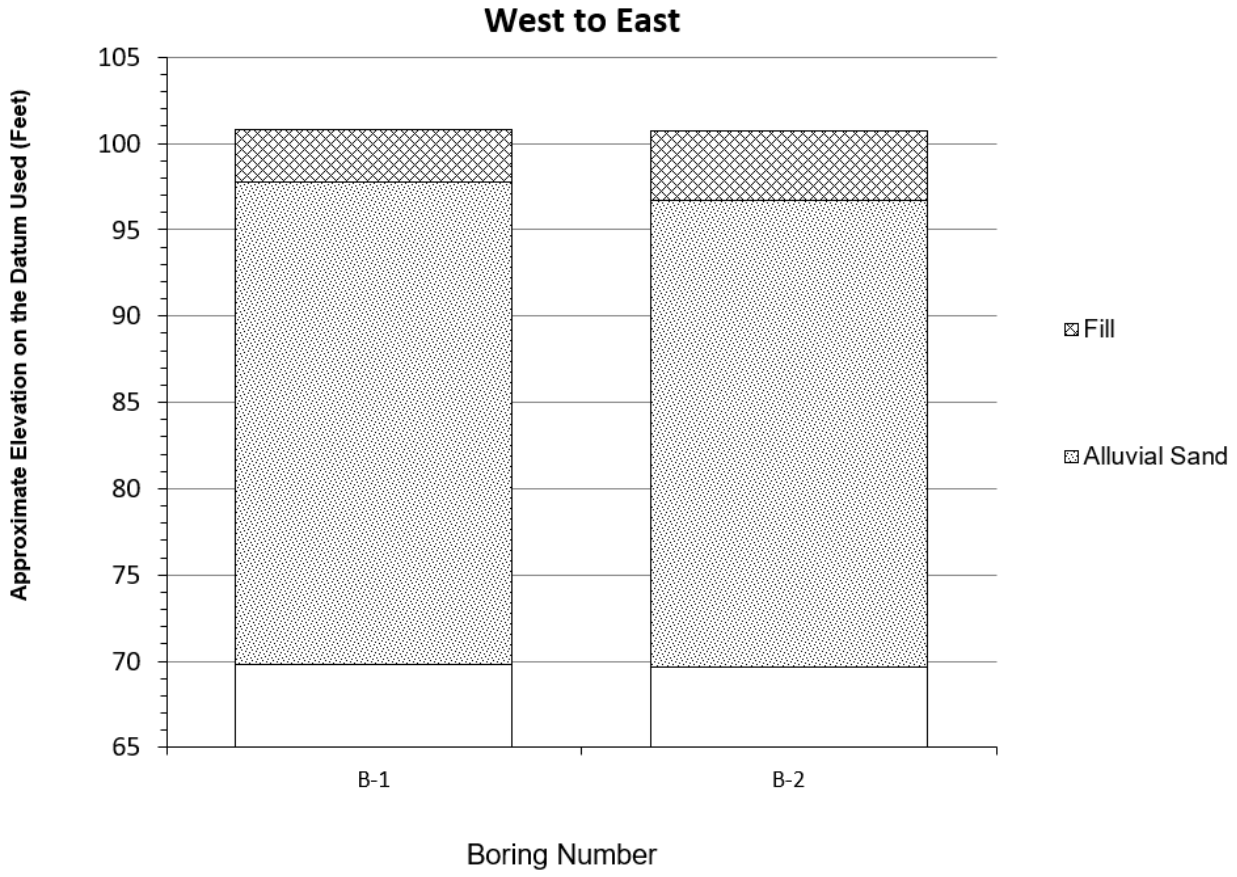
# B. Subsurface Data

**Methods: All of the borings were performed using penetration test procedures (Method of Test D1586 of the American Society for Testing and Materials). This procedure allows for the extraction of intact soil specimen from deep in the ground. With this method, a hollow-stem auger is drilled to the desired sampling depth. A 2-inch OD sampling tube is then screwed onto the end of a sampling rod, inserted through the hole in the auger's tip, and then driven into the soil with a 140-pound hammer dropped repeatedly from a height of 30 inches above the sampling rod. The sampler is driven 18-inches into the soil, unless the material is too hard. The samples are generally taken at 2½ to 5-foot intervals. The core of soil obtained is classified and logged by the driller and a representative portion is then sealed in a jar and delivered to the soils engineer for review.**

## B.1. Stratification

At the surface, the borings encountered about 3 to 4 feet of clayey sand and sandy lean clay fill. Below the fill, the borings met clean sand. The borings terminated in waterbearing clean sand at about 31 feet below the surface.

The boring data has been summarized in the following cross-sections on the following pages. For more detailed information, please refer to the individual Log of Boring sheets in the Appendix.



### B.2. Penetration Test Results

**The number of blows needed for the hammer to advance the penetration test sampler is an indicator of soil characteristics. The number of blows to advance the sampler 1 foot is called the penetration resistance or "N"-value. The results tend to be more meaningful for natural mineral soils, than for fill soils. In fill soils, compaction tests are more meaningful.**

Penetration resistance values (N-values) of 14 to 34 Blows per Foot (BPF) were recorded in the alluvial sand, indicating it was medium dense to dense. The fill clay returned an N-Value of 19 BPF, indicating it was very stiff. The fill clayey sand returned an N-Value of 22, indicating it was medium dense.

A key to the descriptors used to qualify the relative density of soil (such as *soft, stiff, loose,* and *dense*) can be found in the Legend to Soil Description in the Appendix.

### B.3. Groundwater Data

**During the drilling operation, the drillers may note the presence of moisture on the sampling instrument, in the cuttings, or within the borehole. These observations are recorded on the boring logs. The water level may vary with weather; time of year and other factors and the presence or absence of water during the drilling is subject to interpretation and is not always conclusive.**

Water was encountered in the borings during drilling at depths of about 25 feet below the surface. The observed water levels correspond to elevations of 75 ½ to 76 feet on the datum used to locate the borings. A piezometer was installed in Boring B-1, for purposes of a delayed water level reading. The delayed water level reading was not available at the time of this report. Water levels are expected to fluctuate with seasonal weather patterns along with water levels in nearby streams and rivers.

## C. Project Design Data

**Each structure has a different loading configuration and intensity, different grades, and different structural and performance tolerances. Therefore, the geotechnical exploration will be construed differently from one structure to another. If the initial structure should change design, we should be engaged to review these conditions with respect to the prevailing soil conditions. Without the opportunity to review any such changes, the recommendations may no longer be valid or appropriate.**

The proposed project consists of installing a water main using jack and auger construction techniques under the existing CPKC Railroad, near North Grand Avenue. The water main is assumed to be constructed at least 6 feet below the railroad crossing. The water main is assumed to be constructed with about 100 linear feet of 10-inch steel pipe. Installation methods are expected to consist of a dry bore (auger) and jack method.

# D. Utilities

## D.1. Jack and Auger Construction

Based on the boring data, jack and auger construction is expected to encounter clean sand. These materials are suitable for support of jack and auger construction, casings and water mains.

With proper construction techniques, long term settlements are expected to be very minimal, likely on the order of ¼ of an inch or less. This assumes no obstructions are occurred during drilling that may become dislodged, and assuming the auger is advanced at appropriate speeds so that the casing is installed tight to the adjacent soils. In the event that overdrilling or obstructions are encountered, which would result in voids around the casing, we recommend grout be injected to correct the voids.

## D.2. Groundwater/Dewatering

Water is not expected to be encountered during the installation of the bore and jack. If water does accumulate in the boring pits, aggressive dewatering techniques such as well points will likely be required.

## D.3. Settlement Monitoring

Settlement monitoring is required per the CPKC Railroad Guidelines. Two subsurface settlement monuments are to be installed over the proposed pipe crossing, with a bearing depth of about 3 feet above the top of the utility crossing. Also, the individual rails over the pipe crossing are to be monitored as well as a distance of 31 feet east and west of the crossing along each rail is to also be monitored. The location, duration and frequency of the settlement monitoring program is outlined below:

1. Prior to excavation of any pits and pipe installation, monitoring should be performed at least twice per day for at least two days.
2. During Construction:
    a. Throughout construction, for branch lines or low traffic lines, monitoring should be performed at least twice daily.
    b. Throughout construction, for main lines and heavy traffic lines, monitoring should be performed every 2 hours or after each train passes, whichever provides the most number of reading while the boring operation is within the Zone of Potential Train Loading.
3. Monitoring should continue for at least 3 days after the completion of construction.

CPKC indicates two levels of alarms regarding track settlement. Per the CPKC Geotechnical Protocol Manual for Pipeline and Utility Crossings under Railway Tracks:

- Level 1 “Warning” alarm is “when 50% of the critical monitoring threshold (0.8 inches) is obtained from the subsurface and/or surface settlement points. A survey of the surface points will then be carried out and work will be authorized to continue if no movement of the subsurface point has been measured from the previous reading. If movement of the rails is recorded, monitoring will be continued until rail movement is stopped. At this point, the drilling work will then be authorized to continue.” CPKC personnel are to be notified immediately if a Level 1 Warning alarm is encountered.

- Level 2 "Critical" alarm is "when a settlement of specified monitoring threshold (0.8 inches) is obtained from the subsurface settlement point. A survey of the surface points will then be carried out and work will be authorized to continue if no movement is measured for at least two (2) readings taken 12 hours apart. If movement of the rails is recorded, monitoring will be continued until movement is stopped and the applicant has submitted a new pipe installation procedure. This procedure must be reviewed and approved by CPKC Geotechnical Engineering group or CPKC approved service provider reviewing the monitoring results." CPKC personnel are to be notified immediately if a Level 2 Critical alarm is encountered.

Settlement monitoring is to be reported daily on a "Daily Report" along with a "Daily Settlement Monitoring Report" per Appendix B of the CPKC Geotechnical Protocol Manual for Pipeline and Utility Crossings under Railway Tracks. The Daily Settlement Monitoring Report should include the rail location being monitored, location and description of the monument, the baseline elevation, and the time, elevation, and cumulative movement in both the morning and afternoon of each rail during installation. A weekly settlement monitoring graph should also be made showing daily vertical displacement versus the monument offset.

Upon completion of the construction and installation of the pipeline and utility crossing, the geotechnical engineer of record will provide a final sealed and stamped letter/construction report to CPKC approved service provider with a copy to the CPKC Public Works – Utilities supervisor confirming that the work has been completed in accordance with the approved plans and procedures. If there are any deviations from the approved plans/procedures, these must be noted in the final letter/report. As-built stamped drawings are to be submitted to the CPKC Public Works – Utilities along with final settlement data collected and correspondence.

We recommend geotechnical personnel from Chosen Valley Testing be retained during installation of the jack and auger utility, to verify advancement is being performed per the manufacturer's specifications, and to observe if subsurface conditions change. We also recommend geotechnical personnel from Chosen Valley Testing be retained to oversee settlement monitoring. Ideally, a licensed land surveyor would perform the field measurements and would report the field measurements to a licensed geotechnical engineer from Chosen Valley Testing for review. It should be noted that Chosen Valley Testing does not offer land surveying services, so the client may need to retain a land surveyor for the project.

## E. Level of Care

The services provided for this project have been conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in this area, under similar budget and time constraints. This is our professional responsibility. No other warranty, expressed or implied, is made.

# Appendix

**Boring Location Sketch**

**Log of Boring 1-2**

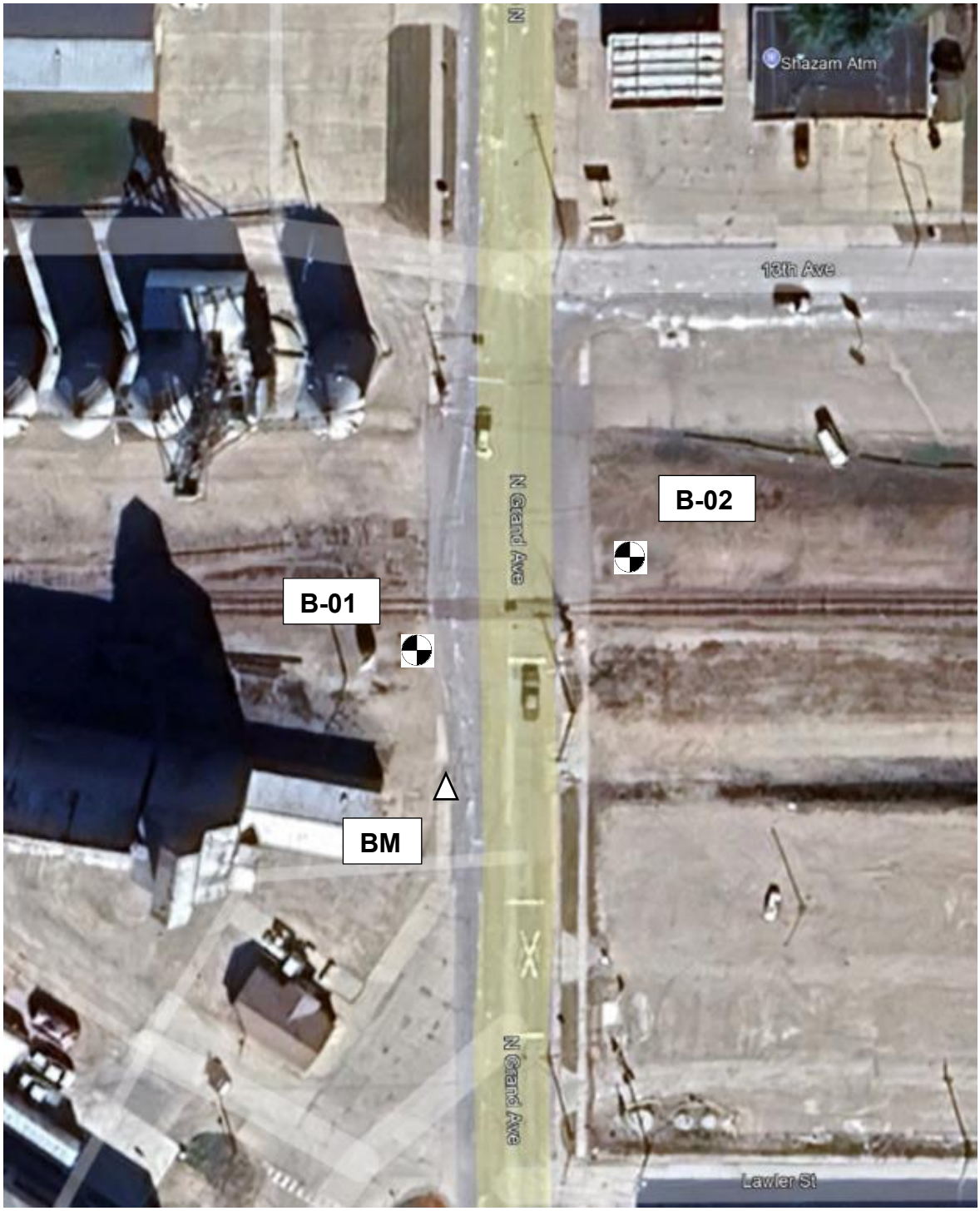
**Legend to Soil Description**

Chosen Valley Testing, Inc.

# Boring Location Sketch

Proposed Railroad Water Main Crossing
N Grand Ave and CPKC Railroad
Charles City, Iowa
26437.25.IAM

Legend
- Boring Location
- Benchmark



# LOG OF BORING

**CHOSEN VALLEY TESTING**

Chosen Valley Testing, Inc.

| | |
|---|---|
| PROJECT: 26437.25.IAM<br>Design Phase Geotechnical Evaluation<br>Proposed Railroad Water Main Crossing<br>N Grand Ave and CPKC Railroad<br>Charles City, Iowa | BORING: **B-01**<br>LOCATION:<br>See attached sketch<br>DATE: 11/7/2025 SCALE: 1" = 4' |

| Elev. | Depth | USCS Symbol | Description of Materials (ASTM D 2487/2488) | BPF | WL | Tests and Notes |
|---|---|---|---|---|---|---|
| 100.8 | 0.0 | CL | **SANDY LEAN CLAY** trace of gravel, dark brown, wet. | | | Benchmark: The manhold South of Boring B-1. Assigned elevation of 100.0 feet. |
| 98.8 | 2.0 | | (Fill) | | | |
| 97.8 | 3.0 | SC | **CLAYEY SAND** mostly medium grained, trace of gravel, dark brown, moist, medium dense. | 22 | | |
| | | | (Fill) | | | |
| | | SP | **POORLY-GRADED SAND** mostly medium grained, trace of gravel, light brown to brown, moist to waterbearing, medium dense to dense. | 34 | | |
| | | | (Alluvium) | 25 | | |
| | | | | 21 | | |
| | | | | 14 | | |
| | | | | 17 | | |
| | | | | 18 | | |
| | | | | 18 | ▽ | Water encountered at about 25 feet during drilling. |
| | | | | 19 | | |
| 69.8 | 31.0 | | End of boring.<br>Boring sealed upon completion. | | | |

CVT STANDARD 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ LOG A GNNN06.GDT 11/12/25

# LOG OF BORING

**CHOSEN VALLEY TESTING**

Chosen Valley Testing, Inc.

| | |
|---|---|
| PROJECT: 26437.25.IAM<br>Design Phase Geotechnical Evaluation<br>Proposed Railroad Water Main Crossing<br>N Grand Ave and CPKC Railroad<br>Charles City, Iowa | BORING: **B-02**<br>LOCATION:<br>See attached sketch<br>DATE: 11/7/2025 SCALE: 1" = 4' |

| Elev. | Depth | USCS Symbol | Description of Materials (ASTM D 2487/2488) | BPF | WL | Tests and Notes |
|---|---|---|---|---|---|---|
| 100.7 | 0.0 | CL | **SANDY LEAN CLAY** trace of gravel, brown to dark brown to black, wet, very stiff.<br>(Fill) | 19 | | Benchmark: The manhold South of Boring B-1. Assigned elevation of 100.0 feet. |
| 96.7 | 4.0 | SP | **POORLY-GRADED SAND** mostly medium grained, trace of gravel, light brown to brown, moist to waterbearing, medium dense to dense.<br>(Alluvium) | 30<br>31<br>24<br>19<br>16<br>19 | | |
| | | | | 18 | ▽ | Water encountered at about 25 feet during drilling. |
| 69.7 | 31.0 | | | 20 | | |
| | | | End of boring.<br>Boring sealed upon completion. | | | |

CVT STANDARD 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ LOG A GNNN06.GDT 11/12/25

# UNIFIED SOIL CLASSIFICATION (ASTM D-2487/2488)

| MATERIAL TYPES | CRITERIA FOR ASSIGNING SOIL GROUP NAMES | | | GROUP SYMBOL | SOIL GROUP NAMES & LEGEND |
|---|---|---|---|---|---|
| COARSE-GRAINED SOILS >50% RETAINED ON NO. 200 SIEVE | GRAVELS >50% OF COARSE FRACTION RETAINED ON NO 4. SIEVE | CLEAN GRAVELS <5% FINES | Cu>4 AND 1<Cc<3 | GW | WELL-GRADED GRAVEL |
| | | | Cu>4 AND 1>Cc>3 | GP | POORLY-GRADED GRAVEL |
| | | GRAVELS WITH FINES >12% FINES | FINES CLASSIFY AS ML OR CL | GM | SILTY GRAVEL |
| | | | FINES CLASSIFY AS CL OR CH | GC | CLAYEY GRAVEL |
| | SANDS >50% OF COARSE FRACTION PASSES ON NO 4. SIEVE | CLEAN SANDS <5% FINES | Cu>6 AND 1<Cc<3 | SW | WELL-GRADED SAND |
| | | | Cu>6 AND 1>Cc>3 | SP | POORLY-GRADED SAND |
| | | SANDS AND FINES >12% FINES | FINES CLASSIFY AS ML OR CL | SM | SILTY SAND |
| | | | FINES CLASSIFY AS CL OR CH | SC | CLAYEY SAND |
| FINE-GRAINED SOILS >50% PASSES NO. 200 SIEVE | SILTS AND CLAYS LIQUID LIMIT<50 | INORGANIC | PI>7 AND PLOTS>"A" LINE | CL | LEAN CLAY |
| | | | PI>4 AND PLOTS<"A" LINE | ML | SILT |
| | | ORGANIC | LL (oven dried)/LL (not dried)<0.75 | OL | ORGANIC CLAY OR SILT |
| | SILTS AND CLAYS LIQUID LIMIT>50 | INORGANIC | PI PLOTS >"A" LINE | CH | FAT CLAY |
| | | | PI PLOTS <"A" LINE | MH | ELASTIC SILT |
| | | ORGANIC | LL (oven dried)/LL (not dried)<0.75 | OH | ORGANIC CLAY OR SILT |
| HIGHLY ORGANIC SOILS | | PRIMARILY ORGANIC MATTER, DARK IN COLOR, AND ORGANIC ODOR | | PT | PEAT |

### Relative Proportions of Sand and Gravel

| TERM | PERCENT |
|---|---|
| Trace | < 15 |
| With | 15 - 29 |
| Modifier | > 30 |

### Relative Proportions of Fines

| TERM | PERCENT |
|---|---|
| Trace | < 5 |
| With | 5 - 12 |
| Modifier | > 12 |

### Grain Size Terminology

| TERM | SIZE |
|---|---|
| Boulder | < 12 in. |
| Cobble | 3 in. - 12 in. |
| Gravel | #4 sieve to 3 in. |
| Sand | #200 sieve to #4 sieve |
| Silt or Clay | Passing #200 sieve |

### SAMPLE TYPES

Hollow Stem

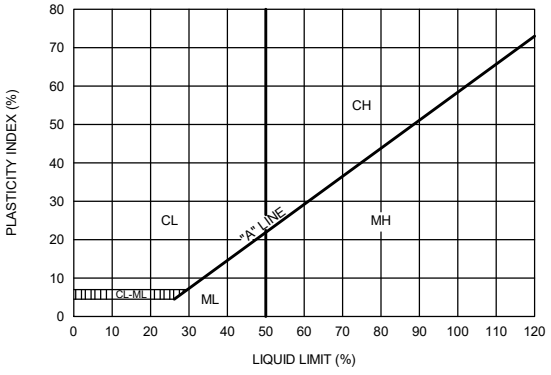
Standard Penetration Test

### TEST SYMBOLS

| | | | | | |
|---|---|---|---|---|---|
| MC | - | MOISTURE CONTENT | LL | - | LIQUID LIMIT |
| OC | - | ORGANIC CONTENT | PI | - | PLASTISITY INDEX |
| CN | - | CONSOLIDATION | SW | - | SWELL TEST |
| DD | - | DRY DENSITY | UU | | Unconsolidated Undrained triaxial |
| PP | - | POCKET PENETROMETER | | | |
| RV | - | R-VALUE | | | |
| SA | - | SIEVE ANALYSIS | | | |
| P200 | - | % PASSING #200 SIEVE | | | |

- WATER LEVEL (WITH TIME OF) MEASUREMENT

### PLASTICITY CHART




### PENETRATION RESISTANCE
(RECORDED AS BLOWS / 0.5 FT)

| SAND & GRAVEL | | SILT & CLAY | | |
|---|---|---|---|---|
| RELATIVE DENSITY | BLOWS/FOOT* | CONSISTENCY | BLOWS/FOOT* | COMPRESSIVE STRENGTH (TSF) |
| VERY LOOSE | 0 - 4 | VERY SOFT | 0 - 1 | 0 - 0.25 |
| LOOSE | 4 - 10 | SOFT | 2 - 3 | 0.25 - 0.50 |
| MEDIUM DENSE | 10 - 30 | RATHER SOFT | 4 - 5 | 0.50 - 1.0 |
| DENSE | 30 - 50 | MEDIUM | 6 - 8 | |
| VERY DENSE | OVER 50 | RATHER STIFF | 9 - 12 | 1.0 - 2.0 |
| | | STIFF | 13 - 16 | |
| | | VERY STIFF | 17 - 30 | 2.0 - 4.0 |
| | | HARD | OVER 30 | OVER 4.0 |

* NUMBER OF BLOWS OF 140 LB HAMMER FALLING 30 INCHES TO DRIVE A 2 INCH O.D. (1-3/8 INCH I.D.) SPLIT-BARREL SAMPLER THE LAST 12 INCHES OF AN 18-INCH DRIVE (ASTM-1586 STANDARD PENETRATION TEST).

**Chosen Valley Testing**

Job No. 26437.25.IAM

LEGEND TO SOIL DESCRIPTIONS

CVT Chosen Valley Testing, Inc.

CVT 26437.25.IAM (CHARLES CITY RAILROAD WATER MAIN).GPJ 11/12/25

# DEFINITIONS

## 1.01 DESCRIPTION

Wherever the following definitions, terms, and abbreviations, or pronouns in place of them, are used in the plans, specifications, or other contract documents, the intent and meaning shall be interpreted as specified in this Section.

## 1.02 ABBREVIATIONS

Wherever in these specifications and contract documents the following abbreviations are used, they shall be understood to mean as follows: The serial designation of each reference shall be the latest year of adoption or revision, unless otherwise specified.

AAN - American Association of Nurserymen
AAR - Association of American Railroads
AASHTO (or AASHO) - American Association of State Highway and Transportation Officials
ACI - American Concrete Institute
AIA - American Institute of Architects
ANSI - American National Standards Institute
APWA - American Public Works Association
ARA - American Railway Association
AREA - American Railway Engineering Association
ASA - America Standards Association
ASCE - American Society of Civil Engineers
ASLA - American Society of Landscape Architects
ASTM - American Society for Testing and Materials
AWPA - American Wood Preservers Association
AWS - American Welding Society
AWWA - American Water Works Association
BSC - Bituminous Seal Coat
CFR - Code of Federal Regulations
CLSM - Controlled Low Strength Material
CPM - Critical Path Method
CRSI - Concrete Reinforcing Steel Institute
DNR - Department of Natural Resources
DOT - Department of Transportation
EEI - Edison Electric Institute
EPA - Environmental Protection Agency
FHWA - Federal Highway Administration
FSS - Federal Specification and Standards
ESAL - Equivalent Single Axle Load
GGBFS - Ground Granulated Blast Furnace Slag
GRI - Geosynthetic Research Institute
HMA - Hot Mix Asphalt
IAC - Iowa Administrative Code
IEEE - Institute of Electrical and Electronics Engineers
IES - Illuminating Engineering Society
ICEA (or IPCEA) - Insulated Cable Engineers Association
IMSA - International Municipal Signal Association, Inc.
ISO - Insurance Services Office
ITE - Institute of Transportation Engineers
MUTCD - Manual on Uniform Traffic Control Devices
NEC - National Electrical Code
NEMA - National Electrical Manufacturers Association
NFPA - National Fire Protection Association
NSF - National Sanitation Foundation
OSHA - Occupational Safety of Health Administration

## 1.02 ABBREVIATIONS (Continued)

PCC - Portland Cement Concrete
PLS - Pure Live Seed
RAP - Recycled Asphalt Pavement
SAE - Society of Automotive Engineers
SDR - Standard Dimension Ratio
SSPC - Steel Structures Painting Council
SUDAS - Statewide Urban Design and Specifications
UL - Underwriters' Laboratories, Inc.
US - United States
USC - United States Code

## 1.03 DEFINITIONS AND TERMS

**ADDENDUM**. A revision to the contract documents written and issued after the notice to bidders, and prior to the time for receipt of proposals. Changes reflected in the Addendum shall govern over all other contract documents.

**ALLEY**. See Street.

**APPROVED EQUAL (EQUIVALENT)**. A product, process, equipment, or material that, upon approval of the Engineer, is determined to meet or exceed the requirements called for by the specifications. Upon approval, the item will be allowed in lieu of the specified material, process, equipment, or product.

**AWARD**. The acceptance of the proposal of the lowest responsive, responsible bidder for the work, which shall not be binding upon the Contracting Authority until the contract for the said work has been executed by the bidder and by the Contracting Authority and bond(s) has been provided by the bidder as required by law.

**BID**. A properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Bid is the same as Proposal.

**BID AMOUNT**. The aggregate sum obtained by totaling the amounts arrived at by multiplying the quantity of each bid item, as shown in the bid or proposal, by the unit price specified in the proposal for that bid item, including lump sum bid items.

**BID ITEM**. A specifically described unit of work for which a price is provided in the proposal. A bid item may also be referred to as a contract item.

**BID SECURITY**. The security furnished by the bidder with its bid as guaranty that the bidder will execute the contract and furnish bond for the work if the proposal is accepted. For bids submitted to governmental entities, the bidder shall furnish bid security as defined in Iowa Code Chapter 26.

**BIDDER**. Any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the work is located, which has submitted a proposal for the work, acting directly or through a duly authorized representative.

**CALENDAR DAY**. Every day shown on the calendar.

**CHANGE ORDER**. A written order to the Contractor signed and approved by the Contracting Authority, ordering a change in the work from that originally shown by the plans and specifications. Change orders duly signed and executed by the Contracting Authority and the Contractor shall constitute authorized modifications of the contract.

**1.03 DEFINITIONS AND TERMS (Continued)**

**COMMENCEMENT OF WORK**. Work will be considered commenced when the Contractor's operations are started on items of work covered by the contract documents, or when the Contractor notifies the Engineer, and the Engineer agrees, that the Contractor's equipment and personnel are available to the site but the operations are prevented by conditions outside the Contractor′s control.

**COMPETITIVE QUOTATION**. A properly signed written offer of the Contractor according to Iowa Code Chapter 26.

**CONTRACT**. The written agreement, between the Contractor and the Contracting Authority, setting forth the terms and conditions under which the work is to be performed. The contract includes all contract documents.

**CONTRACT AMOUNT**. The bid amount plus approved change orders.

**CONTRACT DOCUMENTS**. The contract documents consist of the following: The notice to bidders and notice of public hearing; the instructions to bidders; special provisions; standard specifications; general supplemental specifications; supplemental specifications; plans; addenda; proposal; contract; performance, payment, and maintenance bond; insurance certificate(s); Notice to Proceed; and change orders. These documents form the agreement whereby the Contractor will furnish all labor, equipment, tools, and materials, and perform all work necessary to satisfactorily accomplish the proposed improvement. The contract documents are complementary and what is called for by one shall be as binding as if called for by all.

**CONTRACTING AUTHORITY**. The body, entity, board, commission, officer, or governmental entity having authority to award a contract.

**CONTRACTOR**. The individual, firm, partnership or corporation, and the heirs, executors, administrators, successors and assigns thereof, or the lawful agent of any such individual, firm, partnership, or corporation, or the surety thereof under the contract bond, constituting one of the principals to the contract and undertaking to perform the work herein specified. Where the pronoun "it" is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

**CONTROLLING ITEM OF WORK**. The unique activity of a contract that will determine the duration of the construction period or if a working day is charged. The character of this work may change during the project. It is the work that could be in progress at any time that would have the greatest influence on the duration of the project.

**DEPARTMENT OF TRANSPORTATION, (THE DEPARTMENT)**. The Department of Transportation, as defined in Iowa Code Chapter 307.

**EMPLOYEE**. Any person working on the project mentioned in the contract of which these specifications are a part, and who is under the direction or control, or receives compensation from, the Contractor or subcontractor.

**ENGINEER**. For publicly owned projects, the Engineer is a Professional Engineer licensed in the State of Iowa and is the authorized representative of the Contracting Authority. For privately contracted projects, with improvements that are to become publicly owned, the Engineer is the Professional Engineer licensed in the State of Iowa and is the authorized representative of the Jurisdiction ultimately accepting ownership of the improvement. For all other projects, the Engineer is the Professional Engineer licensed in the State of Iowa and is the owner’s authorized representative. The Engineer may act directly or through duly authorized representatives.

**1.03 DEFINITIONS AND TERMS (Continued)**

**EQUIPMENT**. All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the work.

**EXTRA WORK**. Work not provided for in the contract, as awarded, but deemed essential to the satisfactory completion of the contract and authorized by the Engineer. Extra work shall not include additional materials, equipment, and labor used due to natural variations in surface and subsurface conditions, except as specifically provided for elsewhere in the contract documents.

**GENERAL SUPPLEMENTAL SPECIFICATIONS**. Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents.

**GOVERNMENTAL ENTITY**. As defined in Iowa Code Chapter 26.

**IMPROVEMENT**. Shall mean any public improvements as defined in Iowa Code Chapter 26 and shall also include highway, bridge, or culvert projects.

**INCIDENTAL ITEMS**. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and the cost of which shall be included in other bid items.

**IOWA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS**. The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction and the General Supplemental Specifications effective at the date of publication of the Notice to Bidders unless a different effective date is identified in the contract documents.

**JOINT VENTURE**. The joining of two or more qualified contractors for the purpose of combining equipment, personnel, and finances in order to submit a bid on a single project.

**JURISDICTION**. A governmental entity or the Iowa Department of Transportation, acting through its governing body, or through the authorized representatives of such governing body when so authorized.

**JURISDICTIONAL ENGINEER**. See Engineer.

**LABORATORY**. The testing laboratory of the Jurisdiction, or any other testing laboratory which may be designated by the Engineer.

**LIQUIDATED DAMAGES**. The dollar amount established by the Contracting Authority and set forth in the contract documents as compensation for the damage to the Contracting Authority, or public, for delay in completion of the work, to be paid to the Contracting Authority, or to be deducted from any payments due or to become due the Contractor.

**LUMP SUM**. Unit of measurement for a bid item where no direct measurement will be made. The bid item amount is complete payment for all work described in the contract documents and necessary to complete the work for that item. The estimated quantities of lump sum work shown in the contract documents are approximate.

**MATERIALS**. Any substances specified for the use in the construction of the project and its appurtenances.

**1.03 DEFINITIONS AND TERMS (Continued)**

**MATERIALS INSTRUCTIONAL MEMORANDUM (MATERIALS I.M.)**. This is an instruction prepared by the Iowa DOT's Office of Materials. These may identify approved sources of various qualities or types of materials, sampling, testing, and approval procedures, and conditions for acceptance and use.

**MOBILIZATION**. Mobilization shall consist of preparatory work and operations for all items under the contract, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all offices, buildings, and other facilities, which must be performed or costs incurred prior to beginning work on the various items on the project site.

**NOTICE OF PUBLIC HEARING**. The public announcement or publication by the governmental entity, as required under Iowa Code Chapter 26, notifying the public of the time and place where any interested person may appear and file objections to the proposed plans, specifications, contract, or estimated cost of the improvement.

**NOTICE TO BIDDERS**. The public announcement, publication, or solicitation by the Contracting Authority, inviting bids for work to be performed or materials to be furnished as required by Iowa Code Chapter 26.

**NOTICE TO PROCEED**. A written notice to the Contractor issued by the Engineer stating the date, on or before which, the Contractor is to begin the work. The date set forth in this notice shall be considered as the official starting date.

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**. The bond submitted by the designated low bidder, in the amount specified in the contract documents, for the faithful performance of the contract and the terms and conditions therein contained, for payment for all labor and materials provided, and for maintenance of improvements in good repair for the specified number of years from the time of acceptance of the improvements by the Jurisdiction.

**PLANS**. Plans are the official drawings, standard plans, profiles, typical cross-sections, and supplemental drawings or reproductions thereof, approved and furnished by the Jurisdiction, which show the location, character, dimensions, and details of the work. All such documents are to be considered as a part of the plans whether attached to the plans or separate.

**PROJECT AREA**. The area of the specified project limits shown on the plans, and any additional area which is necessary for the Contractor to place traffic control devices required by the contract documents or necessary to protect the work.

**PROPOSAL**. The proposal is a properly signed and guaranteed written offer of the bidder containing the bid amount to perform the work. Proposal is the same as Bid.

**PROPOSAL FORM**. A form provided by the Jurisdiction, to the bidder, containing a listing of the bid items and quantities, and locations to enter unit prices and the bid amount.

**RESIDENT BIDDER**. A person or entity authorized to transact business in this state and having a place of business for transacting business within the state at which it is conducting and has conducted business for at least three years prior to the date of the first advertisement for the public improvement. If another state or foreign country has a more stringent definition of a resident bidder, the more stringent definition is applicable as to bidders from that state or foreign country.

**1.03 DEFINITIONS AND TERMS (Continued)**

**RESPONSIVE, RESPONSIBLE BID**. A bid submitted in accordance with the Notice to Bidders by a bidder that acknowledged all addenda, that responded to all proposal requirements, and that agreed to do everything required by the plans and specifications and other bid documents without any conditions, qualifications, or exclusions.

A bid submitted by a bidder that is capable of performing the work, possess the necessary financial and technical capability to perform the work, as well as the ability to complete the work in a timely and acceptable manner as demonstrated by past performance or other appropriate considerations, including but not limited to the ability to obtain and maintain insurance and bonding requirements.

**RESPONSIVE, RESPONSIBLE BIDDER.** A bidder that has submitted a bid that has been determined by the governmental entity to be both responsive and responsible.

**RIGHT-OF-WAY**. The land area of which the right to possession is secured or reserved by the Jurisdiction for the project, including permanent roadway easements.

**ROAD**. See Street.

**ROADWAY**. The portion of the right-of-way designated or ordinarily used for vehicular travel.

**SHOP DRAWINGS**. Information and details for materials, products, or equipment to be supplied for the project, which are typically delivered to the project in an assembled or ready-to-use condition.

**SIDEWALK**. That portion of the street primarily constructed for the use of pedestrians.

**SPECIAL PROVISIONS**. Additions and revisions to the SUDAS Standard, General, and Supplemental Specifications covering conditions peculiar to an individual project. They only apply to a project when specified in the contract documents.

**SPECIALTY ITEMS**. Portions of work designated in the contract documents requiring equipment, skills, or crafts not ordinarily associated with the expertise of the Contractor or the major types of work covered by the contract; typically including, but not limited to, earthwork for building construction, electrical, mechanical, masonry, roofing, drywalling, floor covering, glass and glazing, painting, conveying systems, etc.

**SPECIFICATIONS**. The general term comprising all the written directions, provisions, and requirements including the SUDAS Standard Specifications and those added or adopted as Supplemental Specifications or Special Provisions all of which are necessary for the proper performance of the contract.

**STANDARD ROAD PLAN**. The Iowa Department of Transportation's manual of detailed drawings showing standardized design features, construction methods, and approved materials.

**STATE**. The State of Iowa acting through its authorized representatives.

**STREET**. A general term denoting public way for vehicular travel, including the entire area within the right-of-way.

**SUBCONTRACTOR**. The subcontractor is any individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Jurisdiction, sublets a part of the work.

**1.03 DEFINITIONS AND TERMS (Continued)**

**SUDAS STANDARD SPECIFICATIONS**. The requirements contained herein applying to the contract, and pertaining to the method and manner of performing the work, or to the quantity and quality of the materials to be furnished under the contract. Previously referred to as the Iowa Statewide Urban Standard Specifications for Public Improvements.

**SUPERINTENDENT**. The Contractor's authorized representative in responsible charge of the work.

**SUPPLEMENTAL CONTRACT (AGREEMENT)**. Written agreement between the Contractor and Contracting Authority modifying the original contract pursuant to the Iowa Code.

**SUPPLEMENTAL SPECIFICATIONS**. Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications. They only apply to a project when specified in the contract documents.

**SURETY**. The corporation, partnership, or individual, other than the Contractor, executing a bond furnished by the Contractor.

**TARGET VALUE**. When a target or target value is specified, a continuous and determined effort is expected to reach and maintain that value, as a goal.

**UNAUTHORIZED WORK**. Unauthorized work is work done contrary to, in addition to, or regardless of, the contract documents, or the instruction of the Engineer; work done without lines, grade, and/or cross-section stakes and grades shown on the plans or as given by the Engineer; or work done in deviation from the contract documents without written authority.

**UTILITY**. Includes all privately, publicly, municipally, or co-operatively owned structures and systems for supplying water, sewer, electric lights, street lights and traffic lights, gas, power, telegraph, telephone, communications, transit, pipelines, and the like.

**UTILITY AGENCY**. Means and includes (1) all franchised utilities having utility system facilities within the Jurisdiction, including but not limited to gas, electric, telephone, cable television, and communications; (2) communications systems licensed by the Jurisdiction; and (3) all governmental agencies owning or operating governmental utility systems, including but not limited to water, sewer, traffic control, and communications.

**WORK**. The work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for construction of the improvement, successful completion of the contract, and the carrying out of all duties and obligations imposed by the Contract, including the submission of all necessary paperwork relating to payrolls, sales tax, warranties, owner's manuals, maintenance manuals, and the like.

**WORKING DAY**. Any calendar day, exclusive of Saturdays, Sundays, or a recognized legal holiday, on which weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal work day in the performance of a controlling item of work.

END OF SECTION

# PROPOSAL REQUIREMENTS AND CONDITIONS

## 1.01 QUALIFICATION OF THE BIDDERS

A. The bidder must be qualified by experience, financing, and equipment to do the work described in the contract documents. Whenever required in the special provisions, the bidder shall furnish a statement of its construction experience and its general ability to perform the work contemplated, and shall submit same along with its proposal.

B. The Jurisdiction shall have the right to take such action as it may deem necessary in determining the ability of the bidder to perform the work satisfactorily. The Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or not submitted by a responsive, responsible bidder.

C. Upon request of the Engineer, the bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work. A bidder's inability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated inability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

D. Alternatively, the Jurisdiction may require the qualification or prequalification of bidders pursuant to a program adopted by the Jurisdiction.

## 1.02 CONTENTS OF THE PROPOSAL FORMS

A. Each prospective bidder will be furnished with a proposal form showing the location and description of the proposed work, the approximate quantities of work to be performed for which bid prices are requested, and the completion provisions. The contract documents will contain any special provisions that shall apply to the work to be performed.

B. The purpose of the contract documents is to require the furnishing of highest quality equipment, material, and workmanship, and best accepted construction practice. The Bidder is expected to base its bid on materials and equipment complying fully with the contract documents. Each bidder, in submitting its bid, acknowledges its willingness to comply with the terms of these contract documents.

## 1.03 QUANTITIES AND UNIT PRICES

A. Bidders shall submit a lump sum bid or unit bid price, as required by the proposal for the work covered by the contract documents. Prices shall cover complete work and include all costs incidental thereto.

B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder’s proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1040, 1.06 - Increase or Decrease of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

**1.03 QUANTITIES AND UNIT PRICES (Continued)**

C. The proposal may have a lump sum item for mobilization. The bidder will indicate its bid price in dollars, and this will be the contract price for mobilization.

D. Materials, equipment, or labor essential for the proper completion of the work that are not specified as bid items in the contract documents and are incidental, and the cost of which shall be included in other bid items.

**1.04 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE OF WORK**

A. By submission of a proposal on the work, the bidder represents that it has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished. The Contractor will not be entitled to additional compensation if it subsequently finds that conditions require methods or equipment other than that anticipated by the Contractor in making its proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

B. The attention of the bidder is directed to the fact that contracts for work, other than the proposed work, may have been awarded or may be awarded in the future. Completion of the proposed work may be contingent upon certain work by others or covered by other contracts being performed on the project in advance of this work; likewise, completion of work by others or covered by other contracts may be dependent upon completion of the proposed work. The bidder is expected to become familiar with work already in progress or previously let on this project, the contract periods, the progress being made, and any other conditions regarding work that may affect the bid or the bidder's performance under this contract.

C. The bidder on this work acknowledges the facts set out in the proceeding paragraph and agrees it is in the public interest to have the work of other contracts and agencies performed concurrently rather than consecutively. The bidder further agrees to cooperate and coordinate the work with other contractors or agencies to the mutual interest of all parties doing work on the project.

D. By the submission of a bid on this work, the bidder acknowledges and agrees investigation and inquiry has been made regarding the contracts for work with which this work must be coordinated. In the event disputes arise between contractors or other agencies doing work on the project as to their mutual rights or obligations, the Engineer will define the rights of all interested parties regarding the work.

E. The Jurisdiction does not warrant, impliedly or explicitly, the nature of the work, the conditions that will be encountered by the bidder, the adequacy of the contract documents for the Contractor to perform the work, or the conditions or structures to be encountered under any surface. Any such data supplied on the plans or other contract documents, or interpretation thereof by the Engineer, are merely for the convenience of the prospective bidders, who are to rely upon their own explorations of latent or subsurface site conditions, before completing and filing their proposal, except as provided in Section 1040, 1.09 - Changed Site Conditions.

**1.05 INTERPRETATION OF THE CONTRACT DOCUMENTS**

If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer. Any interpretation of the contract documents will be made only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from the Jurisdiction.

## 1.06 ADDENDUM

Each bidder will receive a notice of addendum for any changes in the contract documents made prior to the time established for the receipt of bids. The notice will be delivered in the manner chosen by the Jurisdiction to the bidder's business address with an acknowledgement of receipt required. Acknowledgement of the receipt of the addendum will be as provided in the proposal form.

## 1.07 PREFERENCE FOR LABOR AND MATERIALS

A. 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 Code Chapter 73.

B. Such preferences will not be given where funding requirements, federal or otherwise, prohibit the giving of such preferences.

## 1.08 TAXES

**A. Sales and Use Tax:**

1. The bidders shall include in their proposals all amounts payable by the Contractor for taxes imposed by any taxing authority on the sale, purchase, or use of materials and equipment covered by the contract documents. All taxes of the foregoing description shall be paid by the Contractor.

2. After delivery of materials and equipment, the Contractor shall submit to the Jurisdiction a statement (on a current Iowa Department of Revenue form) of all taxes of the foregoing description paid on materials and equipment incorporated in the complete construction. If a Sales Tax Exemption Certificate is issued by the Jurisdiction according to Section 1020, 1.08, B, no statement is required.

**B. Alternate Sales and Use Tax (Sales Tax Exemption Certificate):** The Jurisdiction, as a designated exempt entity awarding construction contracts, may issue Sales Tax Exemption Certificates to contractors and subcontractors allowing them to purchase, or withdraw from inventory, materials for the contract free from sales tax pursuant to Iowa Code Sections 423.2 and 423.45. This Sales Tax Exemption Certificate may also allow a manufacturer of building materials to consume materials in the performance of a construction contract without owing tax on the fabricated cost of those materials. If the Jurisdiction, at its option, decides to utilize this exemption option, it will so state by special provision and publication in the Notice of Hearing and Letting.

1. Upon award of contract, the Jurisdiction will register the contract, Contractor, and each subcontractor with the Iowa Department of Revenue and Finance; and distribute Sales Tax Exemption Certificates and authorization letters to the Contractor and each subcontractor duly approved by the Jurisdiction according to Section 1080, 1.01 - Subletting or Assignment of Contract. These documents allow the Contractor and subcontractors to purchase materials for the contract free from sales tax. The Contractor and subcontractors may make copies of the Sales Tax Exemption Certificate and provide a copy to each supplier providing construction material. These Sales Tax Exemption Certificates and authorization letters are applicable only for the work under the contract.

2. At the time the Contractor requests permission to sublet according to Section 1080, 1.01 - Subletting or Assignment of Contract, the Contractor shall provide a listing to the Jurisdiction identifying all subcontractors. For each subcontractor, include the Federal Employee Identification Number (FEIN), contact information, the name of a representative for the organization, a description of the work to be sublet, and the associated cost.

**1.08 TAXES (Continued)**

3. The Contractor and each subcontractor shall comply with said Iowa Code sales tax requirements, shall keep records identifying the materials and supplies purchased and verify they were used on the contract, and shall pay tax on any materials purchased tax-free and not used on the contract.

**C. Income Tax:** The bidder who is awarded the contract will be subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If such bidder is a non-Iowa partnership, individual, or association, it shall furnish evidence, prior to execution of contract, that bond or securities have been posted with the State of Iowa Department of Revenue in the amount required by law and shall file a certificate issued by the Department, as provided in Iowa Code Section 422.17, releasing the Jurisdiction from withholding any and all sums required by the provision of Iowa Code Section 422.17.

**1.09 PREPARATION OF THE PROPOSAL**

**A. Proposal:** Proposals shall be legibly written in ink or typed on the forms provided by the Jurisdiction and shall be completely executed by the bidder with the requisite full signatures. The bidder must indicate in the proposal whether the proposal is submitted by an individual, partnership, joint venture, limited liability company, or a corporation. If the proposal is submitted by an artificial entity, it must be executed by an officer of such entity with authority to bind such bidder to perform the contract upon award. The business address of the bidder shall be typed or printed on the proposal. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. Failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. If the bidder does not qualify as a resident bidder, the non-resident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, 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 is in effect in the non-resident bidder's state or country of domicile at the time of a bid submittal.

**B. Unit Price Attachment:** The Engineer, at its option, may allow the bidder to submit a computer-generated attachment, hereinafter referred to as unit price attachment, in lieu of completing that portion of the proposal identifying the bid items, description, unit, quantity, and unit prices. If the Jurisdiction decides to allow this unit price attachment option, it will so state by special provision.

1. If a unit price attachment is submitted, it shall be attached to the proposal and shall include the following minimum information at the top of each page: project title, letting date, bidder's company name.

2. The unit price attachment shall have the same columns as the proposal; e.g. item number, description, unit, quantity, unit price, bid amount, etc. for each item. The bid item numbers and order on the unit price attachment shall follow that of the proposal.

3. The total amount bid shall be entered below the last bid item on the unit price attachment.

4. The unit price attachment page and print size shall be approximately the same as the proposal. Solid lines for separating the columns and lines need not be printed. Pages should be numbered by page number of the total pages (e.g. Page 1 of 4).

5. The bidder's company name, as well as the authorized person signature, name, and title, shall be in ink and shall follow the total amount bid; and shall be the same person that signs the proposal.

**1.09 PREPARATION OF THE PROPOSAL (Continued)**

6. In case of discrepancy in the item number, description, unit, or quantity between the unit price attachment and the proposal, the proposal shall govern. The unit price shown on the unit price attachment shall govern.

7. The bidder is solely responsible for the content, completeness, and accuracy of all the information contained in the unit price attachment. If the information in the unit price attachment is incomplete, the bid must be considered incomplete and be rejected.

8. When evaluating and tabulating the bids, the Jurisdiction shall utilize only the unit price as shown on the unit price attachment, and the item number, description, unit, and quantity as shown on the proposal.

C. The bidder, as a business organization, shall comply with the requirements of Section 1070, 1.11 - Business Organization Requirements.

D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In case of discrepancy, the unit price figures shall govern.

**1.10 BIDDERS CERTIFICATION**

By the submission of its proposal, the bidder certifies its bid is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; the bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and the bidder has not sought, by collusion or otherwise, to obtain for itself any advantage over any other bidder or over the Jurisdiction.

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS**

A. Proposals will be considered irregular and may be rejected for any unauthorized changes in the proposal form or for any of the following reasons:

1. If submitted on a form other than that furnished by the Jurisdiction, or if the form is altered or any part thereof is detached or missing;

2. If the bidder submits an obviously unbalanced bid. An unbalanced bid shall be defined as a bid containing lump sum prices or unit bid prices that do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs to complete that item;

3. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items; or

4. If the bidder submits more than one proposal for the same work under the same or different names.

B. Proposals will be considered nonresponsive and shall be rejected for any of the following reasons:

1. If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning;

2. If the bidder adds any provisions reserving the right to accept or reject an award or to enter into contract pursuant to an award;

**1.11 IRREGULAR AND NONRESPONSIVE PROPOSALS (Continued)**

3. If a bid on one project is tied to a bid on any other project, except as specifically authorized on the proposal form by the Jurisdiction;

4. If the bidder makes corrections or alterations to the unit prices it submits and such corrections or alterations are not initialed by the bidder. The Jurisdiction may require the bidder to identify any corrections or alteration so initialed;

5. If the bidder makes any omission of prices on items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition or limitation on its proposal.

C. If the bidder notes a requirement in the contract documents it believes will require a conditioned or unsolicited alternate bid, it shall immediately notify the Engineer in writing identifying such requirement. If the Engineer finds that such a requirement does exist in the contract documents, the Jurisdiction will make corrections thereto by an addendum.

D. Proposals will be evaluated by the Jurisdiction pursuant to the provisions of Section 1030, 1.01 - Acceptance or Rejection of Proposals.

**1.12 SUBMISSION OF THE PROPOSAL, IDENTITY OF BIDDER, AND BID SECURITY**

A. The proposal shall be sealed in an envelope, properly identified as the proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in the separate envelope identified as bid security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. A corporation, limited liability company, or limited partnership shall bid in the name under which it is registered with the Iowa Secretary of State. A partnership shall bid in the name under which it is registered with the County recorder. An individual operating under a trade name shall bid using the trade name registered with the County recorder if such registration is required. The bidder's exact name as registered, if required, shall appear as the "principal" on any bid bond and shall appear on any cashier's check or share draft submitted to fulfill the bid security requirement. A bidder's failure to satisfy these requirements may be grounds for rejection of the bidder's proposal.

**1.13 WITHDRAWAL OR REVISION OF THE PROPOSAL PRIOR TO OPENING OF PROPOSALS**

A. A bidder may request, without prejudice, to withdraw its proposal after it has been deposited with the Jurisdiction, provided such request is made in writing to the Jurisdiction prior to the time set for receiving proposals.

B. Modifications or corrections to proposals may be made on the withdrawn proposal, provided such modifications or corrections are initialed by the Bidder and are received by the Jurisdiction prior to the time set for receiving proposals. Modifications or corrections to a proposal will not be accepted if the modifications or corrections render the bid security inadequate or if not accompanied by sufficient additional bid security.

C. If a bidder has requested in writing to withdraw its proposal, said bidder may submit a different proposal and bid security at that time or any time prior to the time set for receiving proposals.

## 1.14 OPENING OF PROPOSALS

At the time and place set forth in the notice to bidders, proposals will be opened and read aloud. Proposals will be rejected if not accompanied by a bid security submitted in a separate, marked envelope. Submittals that do not include acknowledgement of each addendum to the contract documents will be rejected, except in those instances, in the opinion of the Engineer, where the addendum not acknowledged by a bidder will have no effect on the bid amount. Bid openings will be open to the public.

## 1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS

A. A bidder shall not withdraw its proposal for period of 60 calendar days after the date designated for opening of proposals, or such other period of time specified in the Notice. However, in those projects involving special assessments, and confirmation by the District Court, no bidder shall withdraw its proposal for a period of 30 calendar days after the confirmation of the assessments by the Court.

B. In the event a bidder desires to withdraw its proposal, it shall make request therefore in writing to the Engineer stating the reasons for such withdrawal.

END OF SECTION

# APPROVAL FOR AWARD AND AWARD OF CONTRACT

## 1.01 ACCEPTANCE OR REJECTION OF PROPOSALS

A. The Jurisdiction reserves the right to accept the proposal that, in its judgment, is the lowest responsive, responsible bid; to award the contract by sections, if so specified in special provisions; to reject any or all proposals; to reject irregular or nonresponsive proposals as defined in Section 1020, 1.11 - Irregular and Nonresponsive Proposals; and to waive irregularities and/or technical deficiencies in the proposals to the extent allowed by law.

B. An individual, firm, partnership, corporation, or any association under the same or different names shall not submit more than one proposal. When reasonable evidence exists that a bidder has submitted more than one proposal at any letting for the same work under the same or different names, said proposals may be rejected.

C. Any or all proposals may be rejected if there is reason to believe collusion exists among bidders. Proposals received from participants in such collusion may not be considered for the same work if re-advertised.

D. Proposals may be rejected if the bidder has failed to promptly meet financial obligations undertaken in connection with other work under contract, or is in default on a previous contract with the Jurisdiction, or has an unsatisfactory record of performance and cooperation on any such previous contract with the Jurisdiction, or has failed to maintain satisfactory progress on work already under contract with the Jurisdiction.

E. In the event the bid specifies the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bid will be rejected. In the event the bid was based on, but did not specify, the use of materials, workmanship, methods, or equipment not in conformance with the contract documents, the bidder will be held responsible for furnishing or using materials, workmanship, methods, and equipment in conformance with the contract documents at no change in the bid price.

F. When a contract for a public improvement is to be awarded to the lowest responsible bidder, a resident bidder shall be allowed a preference as against a non-resident 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 non-resident bidder is a resident. In the instance of a resident labor force preference, a non-resident 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 non-resident bidder is a resident. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the proposal on the Bidder Status Form.

G. Promptly after the proposals are opened and evaluated, the Jurisdiction shall give careful consideration to its needs, available funding, and other project considerations; and shall either designate the lowest responsive, responsible bidder and proceed with award of contract, or reject all bids and reconsider the project.

## 1.02 RELEASE OF BID SECURITY

A. After the proposals are opened, verified, and duly considered, the Jurisdiction will promptly release the bid security of all except the lowest two bidders after the Jurisdiction's designation of the lowest responsive, responsible bidder. The bid security of the lowest two bidders will be promptly released after the Jurisdiction's approval of the contract executed by the lowest bidder. If all bids are rejected, all bid security will be promptly released.

B. Bid security shall be released to bidders, either by making such bid security available for retrieval by bidders, or, if requested by a bidder, by mailing the bid security to the bidder.

## 1.03 AWARD OF CONTRACT

**A. Contract Document Submittal:** Within 10 calendar days after notification by the Engineer, unless otherwise provided in the contract documents, the Contractor shall present the signed and executed contract documents, including contract, performance, payment, and maintenance bond; certificate of insurance; and all other items required by the contract documents. The performance, payment, and maintenance bond and insurance certificate shall meet the requirements of Section 1070, Part 3 - Bonds and Insurance as required by the Jurisdiction. The Jurisdiction will thereupon receive and file such documents and award the contract.

**B. Deferred Award:** The Jurisdiction reserves the right to defer award of any contract for a period not to exceed 60 calendar days from the date of opening of proposals. No claims for compensable delay shall arise as the result of delay in the approval of award.

**C. Failure to Execute the Contract:** It is agreed by the bidder that upon its failure to enter into the contract and furnish the necessary insurance certificate and performance, payment and maintenance bond within 10 calendar days after notification by the Jurisdiction, the amount of the bidder's bid security may at the Jurisdiction's option be forfeited and shall become the property of the Jurisdiction, to be retained not as a penalty, but as liquidated damages. The award of the contract may then, at the discretion of the Jurisdiction, be made to the next lowest responsive, responsible bidder, or the work may be re-advertised or may be constructed by the Jurisdiction in any legal manner.

**D. Disclosure of Subcontractors:**

1. The lowest responsive, responsible bidder shall be required to file a list of the names and subcontract amounts of all subcontractors who are expected to work on the project according to Section 1080, 1.01 - Subletting or Assignment of Contract.

2. If after award of the contract a subcontractor is replaced, or the subcontract price or the work under the subcontract is changed, the bidder shall disclose the name of the new subcontractor, the revised subcontract price, or the change in the scope of subcontract work.

   If a new subcontractor is added after award of the contract, the Contractor shall disclose the name of the new subcontractor.

END OF SECTION

# SCOPE OF WORK

## 1.01 INTENT OF THE CONTRACT DOCUMENTS

A. These SUDAS Standard Specifications have been prepared to provide construction utilizing the best general practices and construction methods, utilizing first quality materials and work. The Contractor shall be responsible for providing or undertaking all work, labor, materials, equipment, tools, transportation, supplies, and activities included in these specifications, unless the responsibility for undertaking or providing same is specifically assigned to an identified party other than the Contractor.

B. The intent of the contract documents is to provide for the construction and completion in every detail of the work described or as may be amended. The Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work according to the plans, specifications, and terms of the contract documents. The apparent silence or omission of the contract documents as to any detail shall be regarded as meaning only the best general practice is to prevail and only first quality materials and work are to be used.

C. To prepare the plans, specifications, and contract documents, the Engineer may have performed exploratory work to gain information relative to surface and subsurface conditions. This information, when shown in the contract documents, represents a summary of conditions as of the date the survey was made; it is only an approximate estimation of the site conditions made for the Jurisdiction to identify construction conditions and quantities and classes of work. The appearance of this information in the contract documents will not constitute a guarantee conditions other than those indicated will not be encountered at the time of construction. The Contractor's bid shall be prepared based upon its examination of the site and its exploratory work.

D. Before making whatever additional investigations it feels are advisable, a bidder should contact the Engineer to determine available project area. If the Jurisdiction has not obtained right-of-entry for such investigation, the bidder shall be responsible to secure right-of-entry to any parcels where the Jurisdiction has not previously obtained right-of-entry before doing any investigation work. The bidder shall also be responsible for any traffic control necessary for any investigation work. The bidder shall further be responsible to obtain prior utility locates necessary to conduct such investigations.

## 1.02 CORRELATION OF THE CONTRACT DOCUMENTS

The plans and specifications are intended to supplement each other so any work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and shall be completed the same as if that work was mentioned or shown on both and to the true intent and meaning of said plans and specifications.

## 1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS

A. In case of any discrepancy between the various items included in the contract documents, the items shall prevail, or govern, in the following descending order:

1. Change Orders
2. Addenda
3. Proposal and Contract
4. Special Provisions
5. Plans, including plan notes

**1.03 COORDINATION OF SPECIFICATIONS, PLANS, AND SPECIAL PROVISIONS (Continued)**

6. Supplemental Specifications (Jurisdictional document)

7. General Supplemental Specifications (SUDAS)

8. SUDAS Standard Specifications

In case of a discrepancy within any contract document, the following shall prevail, or govern, in descending order: written text, numerals, drawings.

B. The Contractor shall not take advantage of any apparent error or omission in the plans or specifications or of any discrepancy between the plans or specifications.

**1.04 CONFORMITY WITH THE CONTRACT DOCUMENTS**

**A. Reasonably Close Conformity:** All work performed and all materials furnished shall comply with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown in the contract documents. Where tolerances are not specified, work shall comply with reasonable and customary manufacturing and industry standards. The Engineer may, in the Engineer's sole discretion, accept variations beyond such requirements or tolerances where they will not materially affect the value or utility of the work and interests of the Jurisdiction.

**B. Defective Work:** Work not in reasonably close conformity with the contract documents, or requirements thereof that, in the sole discretion of the Engineer, has resulted in inferior or unsatisfactory work. Defective work shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

**C. Deficient Work:** Work not in reasonably close conformity with the contract requirements but that, in the sole discretion of the Engineer, may be accepted and allowed to remain in place with a price adjustment and/or extended warranty period. In the event the Engineer agrees to accept deficient work with a price adjustment/extended warranty, the Engineer will document the basis of acceptance by contract modification making appropriate adjustments in the contract price for such work or materials.

**1.05 PLANS**

The final plans on file in the Jurisdiction show the location, typical construction details, and dimensions of the work contemplated. The work shall be performed in conformity therewith, except in case of error or unforeseen contingency.

**1.06 INCREASE OR DECREASE OF WORK**

A. The Jurisdiction reserves the right to make such alterations in the plans or in the quantities of work as may be considered necessary. Such alterations shall be in writing by the Engineer and shall not be considered as a waiver of any conditions of the contract documents or to invalidate any of the provisions thereof.

B. Unless such alterations, increases, or decreases materially change the character of the work to be performed or the cost thereof, the altered work shall be paid for at the same unit prices as other parts of the work. Quantity changes amounting to 20% or less of the total bid for an item shall not affect the unit price of that item. If, however, the character of the work or the unit costs thereof are materially changed, due to unforeseen events, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the work.

## 1.07 CHANGE ORDERS

**A. Oral Orders:** The Engineer shall have authority to give oral orders for minor or incidental changes in the work not involving extra cost and not inconsistent with the proposed purpose of the work.

**B. Written Orders:** The Engineer may in his/her discretion, and subject to formal approval by the Jurisdiction, if required, issue written change orders changing the scope of the work and/or adjusting the amount to be paid to the Contractor for performing such work; however, the Engineer may, in case of emergency of endangering life or property, orally authorize such a change order without formal approval by the Jurisdiction. Each written change order for extra work shall be explicit in its instruction and shall be duly executed by the Jurisdiction. One copy of said change order shall be filed with the Contractor. Each change order shall stipulate the amount and method of payment.

## 1.08 SITE CONDITIONS

A. The Contractor is required by Section 1020, 1.04 - Examination of the Contract Documents and Site of Work to make reasonable investigation and examination to determine latent and subsurface conditions at the site of the work prior to preparing its proposal. The Jurisdiction makes no guarantee of any conditions, latent or subsurface, at the site of the work. The Jurisdiction shall not be obligated to make any payments to the Contractor by reason of any latent or subsurface conditions.

B. Failure of the Contractor in determining adverse site conditions prior to filing its proposal, or in any phase of its performance of the work, shall be grounds for refusal by the Jurisdiction to agree to pay for additional work by the contractor necessitated by such site conditions.

## 1.09 CHANGED SITE CONDITIONS

**A. Latent or Subsurface Conditions:**

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents or from those ordinarily encountered in performing work of the character involved, and which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall promptly after discovery thereof notify the Engineer of its claim in writing. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give prompt written notice and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

**B. Compensation:**

1. If the Engineer determines the condition could not reasonably have been discovered, the Contractor is entitled to additional compensation by reason of increased expense caused by the condition, and said condition requires work not contemplated by the contract, a change order will be executed by the parties providing for additional compensation for such amount as the parties may agree upon.

**1.09 CHANGED SITE CONDITIONS (Continued)**

2. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted according to Section 1040, 1.11 - Delays Caused by the Jurisdiction and Section 1080, 1.09 - Extension of Time.

**1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION**

**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the work under the contract and not ordered by the Engineer as extra work as defined herein, the Contractor shall notify the Engineer in writing of its intention to make claim for such extra compensation before beginning the work on which the claim is based. The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to extra compensation.

2. The Jurisdiction shall be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.

3. In any case where the Contractor deems that extra compensation is due from the contracting authority as damages resulting from such performances, nonperformances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

4. In either case, if such notification is not given, or if after such notification is given, the Engineer is not allowed 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 the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim.

5. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The claim shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other person having knowledge of the facts.

**B. Presentation and Consideration of Claim:** If the claimant wishes an opportunity to present its claim in person, the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present its claim in person, the Jurisdiction, within 30 calendar days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after 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 therefore. 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.

**C. Request for Arbitration:** In the event a Contractor's claim as outlined in the above procedure has been disallowed, in whole or in part, the Contractor may, within 30 calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its claim or claims be submitted to a board of arbitration. The Jurisdiction shall decide if the matter is subject to arbitration and shall, within 30 calendar days of the receipt of the request for arbitration, grant or deny the request for arbitration. The Jurisdiction's decision shall be final.

## 1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION (Continued)

**D. Board of Arbitration:**

1. The board of arbitration shall consist of three persons - one to be appointed by the Jurisdiction, one to be appointed by the Contractor, and the third to be appointed by the two arbitrators thus chosen.

2. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time the claim arose, or at the time of arbitration.

**E. Arbitration Proceedings:** The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by the Jurisdiction and the Contractor. If the desired records are not produced within 10 calendar days after they are requested, the board of arbitration shall proceed without them as best it may. Notification of arbitration proceedings shall be made by the arbitration board to both the Jurisdiction and the Contractor, and each shall have the opportunity to attend all sessions of the arbitration board. In determining the findings or award or both, a majority vote of the board shall govern. Copies of the findings or award or both, signed by the arbitrators, shall be filed with the Jurisdiction and the Contractor. A unanimous report or majority report may be used. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne by the parties.

**F. Jurisdiction of Board of Arbitration:** The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The board's jurisdiction shall not extend to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the plans and specifications except as to matters of compensation. Jurisdiction of the board shall not extend to setting aside or modifying the terms or requirements of the contract.

**G. Determination of Board of Arbitration Final:** The findings or award, or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiation between the parties. In the event a solution agreeable to both parties has not been reached through the filing of a claim, through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available to it. The Contractor shall not initiate any suit against the Jurisdiction for the adjudication of any claim until said claim has been first presented to the Jurisdiction, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

## 1.11 DELAYS CAUSED BY THE JURISDICTION

If the Jurisdiction or its agents should cause a delay in any part of the work or in the final completion of the job, this fact shall not make void the provisions of the contract as to liquidated damages; but the Contractor will promptly be given such extension of time for the final completion of the job as the Jurisdiction may deem proper to compensate the Contractor for such delay.

## 1.12 ORAL AGREEMENTS, CONVERSATIONS, AND INFORMAL COMMUNICATIONS

No oral agreement or conversation made or had with any officer, agent, or employee of the Jurisdiction, and no informal written communication from any officer, agent, or employee of the Jurisdiction, occurring either before or after execution of the contract, shall affect or modify any of the terms or obligations contained in any of the contract documents. Such oral contact and such informal writings shall be considered as unofficial information and in no way binding upon the Jurisdiction.

## 1.13 ERRORS OR OMISSIONS

The Contractor shall examine the plans before beginning construction work. If errors or omissions are discovered in the plans, the Contractor shall call them to the attention of the Engineer before proceeding with the work. In no case shall the Contractor make the corrections therefore without written permission from the Jurisdiction. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors or omissions, they will be furnished by the Jurisdiction from time to time as the work progresses.

END OF SECTION

# CONTROL OF WORK

## 1.01 AUTHORITY OF THE ENGINEER

A. The work included in the contract is to be done to the complete satisfaction of the Engineer, and the decision of the Engineer as to the true construction and meaning of the contract documents, plans, specifications, estimates, and as to all questions arising as to proper performance of the work, shall be final, except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

B. The Engineer shall determine the unit quantities and the classification of all work done and materials furnished under the provisions of the contract documents, and the Engineer's determination thereof shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

C. The Engineer shall decide any and all questions that may arise regarding the quality or acceptability of materials furnished and work performed, the rate of progress of the work, including cleanup and restoration, acceptable fulfillment and performance of the contract on the part of the Contractor, and compensation. The decision of the Engineer in such matters shall be final except as provided in Section 1040, 1.10 - Disputed Claims for Extra Compensation.

D. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to ensure the quality of work conforms to these specifications and other provisions of the contract documents and the contract will be completed as scheduled.

## 1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

A. The Engineer may appoint a representative to monitor any or all materials used and work done. Such observation may extend to any or all parts of the work and to the preparation or manufacture of the materials to be used. The Engineer's authorized representative will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the work, the Engineer's authorized representative will keep the Engineer informed as to the progress and quality of the work and the manner in which it is being done.

B. Results of tests and examinations may be available to the Contractor on an informational basis. Absence or presence of representative test data does not alter the Contractor's responsibility for compliance with the contract documents. The Engineer's authorized representative will call to the attention of the Contractor any lack of compliance with the contract documents. However, failure of the Engineer's authorized representative or the Engineer to call the attention of the Contractor to faulty work or to lack of compliance with the contract documents shall not constitute acceptance of such work.

C. The Engineer's authorized representative will not be authorized to approve or accept any portion of the work or to issue instructions contrary to the contract documents. The Engineer's authorized representative will act under the authority of the Engineer to reject defective work or material, and to suspend any work that is not being properly performed, subject to the final decision of the Engineer.

D. The Engineer's authorized representative will not act as supervisor or perform other duties for the Contractor, nor improperly interfere with management of the work. The Engineer's authorized representative will exercise such additional authority as may, from time to time, be delegated by the Engineer.

## 1.03 COOPERATION BY THE CONTRACTOR

A. A set of approved plans, specifications, contract documents, and any special provisions and authorized alterations will be supplied to the Contractor, and the Contractor shall have them available on the job site at all times.

B. A competent, authorized representative of the Contractor shall be present on the site of the work continually during its progress. This representative must be capable of reading and thoroughly understanding the contract documents and experienced in the type of work being performed. This representative shall supervise, direct, and control the Contractor's operations, personnel, and work, and oversee the Subcontractor's operations.

C. The Contractor shall give the Engineer written notification of the name of the Superintendent. The Contractor or its Superintendent shall receive from the Engineer all explanations and directions necessary for the satisfactory prosecution and completion of the work.

D. The Contractor shall not cause any unnecessary delay or hindrance to other contractors on the work and shall be required to cooperate with other contractors to the fullest extent.

## 1.04 COOPERATION WITH OTHER CONTRACTORS

A. The Jurisdiction reserves the right to award other contracts in connection with this work and the total improvement. The Contractor is required to become fully informed of the conditions relating to construction and labor under which the work will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in the carrying out of its work as will not cause any interruption or interference with any other contractor or agency. The Contractor shall give other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly integrate, incorporate, and/or coordinate its work with theirs.

B. 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 by another contractor that renders it unsuitable for such proper execution and results. The Contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the integration or incorporation of its work, except as to defects that may develop in the other contractor's work after the execution of the Contractor's work.

C. Wherever work being done by the Jurisdiction's forces or by other contractors is contiguous to work covered by the 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.

D. Unless otherwise specified in the contract documents, the Contractor shall give notice, as hereafter provided, to all utilities, public and private agencies, abutting property owners, and all others affected by its operations as to time for starting and for completion of its work, names of streets or locations of alleys closed, schedule of operations, and routes of detours where possible. Notification shall be made sufficiently ahead of time to provide proper re-routing of traffic and erecting of signs before the work is to begin.

E. The Contractor shall properly coordinate and expedite its work in such a manner as to cause the least amount of conflict and interference between its operation and those of all others affected by its operations. Any or all damages or claims resulting from the improper or insufficient notification of all others affected by its operations shall be the responsibility of the Contractor.

## 1.05 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

### A. Submission of Drawings:

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.

2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

### B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.

2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

### C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

## 1.06 CONFLICT AVOIDANCE

A. Expose possible conflicts, such as utility lines and drainage structures. Verify elevations of each and verify clearances for proposed construction.

B. Complete elements of the work that can affect line and grade in advance of other open cut construction unless noted on the plans.

C. See Section 1040, 1.09 - Changed Site Conditions if unknown or changed conditions are encountered.

## 1.07 EXAMINATION OF MATERIALS AND WORK

A. The Contractor shall furnish the Engineer and its agents every reasonable opportunity to ascertain whether the work and materials are in reasonably close conformity with the contract documents. At any time before final acceptance of the work, at the request of the Engineer, the Contractor shall remove or uncover portions of the work for examination. After examination, the Contractor shall restore such portions of the work to the standards required by the contract documents.

**1.07 EXAMINATION OF MATERIALS AND WORK (Continued)**

B. Should the work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such work shall be paid for as specified in Section 1090, 1.04 - Payment for Change Orders. Should the work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such work shall be at the Contractor's expense.

**1.08 REMOVAL OF DEFECTIVE WORK AND MATERIALS**

A. Defective work or materials may be condemned by the Engineer any time before the final acceptance of the work. Notice of such condemnation shall be given in writing by the Engineer. Such condemned work shall be immediately corrected to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material or reject inferior workmanship shall not release the Contractor, nor shall it be construed as an acceptance of such work, nor shall the final acceptance of such work bar the Jurisdiction from recovering damages on account thereof.

B. Any defective work shall be removed and replaced at the Contractor's expense. Should the Contractor fail or refuse to remove defective work when so ordered by the Engineer, the Engineer shall have authority to order the Contractor to suspend further operations, and may withhold payment on estimates until such defective work has been removed and replaced according to the contract documents.

C. Continued failure or refusal on the part of the Contractor to correct defective work promptly shall be sufficient cause for the Jurisdiction to declare the contract in default. No compensation will be paid to Contractor for defective work or materials, or for the satisfactory removal, correction, or disposal thereof.

**1.09 UNAUTHORIZED WORK**

A. Unauthorized work is work done contrary to the work shown in the contract documents. The Jurisdiction will not pay for unauthorized work.

B. Unauthorized work may be ordered to be removed and replaced immediately at the Contractor's expense.

**1.10 LINE AND GRADE STAKES**

A. Minimum standards for construction survey provided by the Jurisdiction will meet the requirements of Section 11,010. The Engineer will set the necessary stakes promptly upon notification by the Contractor that stakes are needed.

B. The work shall be performed in strict conformity with the contract documents and to the lines and grades as fixed by the Engineer, and shall be according to such instructions as may be given by the Engineer. When such stakes or lines are given by the Engineer, the Jurisdiction will be responsible for the correctness thereof, and the Contractor will be responsible for their proper use, interpretation, and preservation.

C. The Contractor shall protect and preserve in their original position all stakes, points, or marks set for the work by the Engineer. Where the Engineer shall consider such stakes, points, or marks to have been unnecessarily altered or destroyed, the Engineer may cause the expense of correcting or replacing them to be charged to the Contractor and the amount of such costs deducted from any monies due or which may become due to the Contractor under the contract.

## 1.11 PROVIDING JOB SITE UTILITIES

A. The Contractor shall make all necessary arrangements for the provision to the job site of all required utilities for the project. The Contractor shall arrange its work so it will not be delayed because such regulations or requirements relating to the use of utilities. All costs for the provision of utilities to the job site shall be borne by the Contractor.

B. Fire hydrants shall not be used by the Contractor or its subcontractors unless authorization for such use has been obtained from the appropriate water utility agency.

## 1.12 SALVAGE

A. When the contract documents specify salvage of materials for the Jurisdiction as part of the work, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage. When the contract documents provide for salvage of such materials by the Contractor, the Contractor shall salvage such materials and promptly remove them from the site.

B. The Contractor shall not allow inspection or sale of salvage materials to third parties at the site without written approval of the Jurisdiction.

## 1.13 PROTECTION OF WATER QUALITY AND WETLANDS

A. The Contractor shall comply with the requirements of the Clean Water Act (33 U.S.C. 1344 and 33 CFR 323) and Executive Order 11990. When it becomes necessary for the Contractor to work in waters of the United States, the Contractor shall be aware that a Section 404 permit may be required.

B. When required, the Contracting Authority will obtain a Section 404 permit for essential work on the right-of-way prior to the award of the contract. The Contractor shall adhere to the requirements of the permit. Activities occurring in or across waters of the United States not specifically reviewed and approved in the permit are not authorized. If the Contractor desires to use construction methods that are not specifically approved by the permit, the Contractor shall be responsible for obtaining approval in the form of a new Section 404 permit from the U.S. Army Corps of Engineers and possibly Iowa DNR. The Contractor shall not use construction methods that require additional mitigation by the Contracting Authority. The Contractor will not be granted additional compensation or contract time due to their request for a new permit. If, however, due to no fault of the Contractor, a Section 404 permit modification involving activities within the right-of-way is deemed necessary by the Engineer, additional contract time and/or compensation may be considered.

## 1.14 FINAL INSPECTION AND ACCEPTANCE

A. As soon as practicable after the completion of the work, it will be inspected thoroughly by the Engineer. The Contractor will be notified when the inspection is to be made so it or its representative may be present.

B. If the inspection reveals any defects in the work as contemplated by the specifications, such defects shall be repaired or unsatisfactory work shall be replaced, as the Engineer may direct, before final acceptance. The cost of all such repairs and replacement shall be borne by the Contractor, and no extension of the contract time shall be granted because of the time required to remedy such defects.

C. When the work is found to be satisfactory, it will be accepted as provided in Section 1090, 1.08 - Acceptance and Final Payment. Such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error.

END OF SECTION

# CONTROL OF MATERIALS

## 1.01 MATERIALS SOURCE OF SUPPLY AND QUALITY REQUIREMENTS

A. Materials used in the work shall meet all quality requirements of the contract documents. In order to expedite inspection and testing of materials, the Contractor shall notify the Engineer in writing of the proposed sources of those materials requested by the Engineer promptly after being awarded the contract. Any material shall be produced with a reasonably uniform quality and within requirements specified; the producer shall perform quality control tests and evaluations the producer believes necessary to control the product adequately. All materials for use in the project are subject to inspection and tests at any time prior to being incorporated into the work.

B. For the convenience of the Contractor, and when convenient to the Engineer, materials may be inspected at the site of production. Materials tested and found in compliance at the site of production may be later inspected for reasonably close conformity and normally will not be rejected except for obvious mistakes, contamination, quality change, or mishandling. To avoid later rejection, materials that usually show an extreme change in character or quality prior to or during the process of incorporation into the work should be produced to more rigid limits than those required by the specifications.

C. At the option of the Engineer, approval of the source, or approval of materials at the source prior to delivery, may be required. If it is found after trial that sources of supply for previously approved materials do not produce specified products or when conditions are such that use of unfit materials can not be prevented except by extraordinary inspection methods, the Contractor shall furnish materials from other sources. Before delivery, and at any time during the process of preparation and use, materials shall be subject to the approval of the Engineer.

D. Materials not previously inspected will be inspected at the project site. Acceptance at that time will be based on sampling and testing, producer's certifications, visual inspection, or any combination of these at the discretion of the Engineer.

E. Use of materials on the basis of the producer's certification, quality control tests, and evaluations may be permitted or required. The Engineer may require specific data obtained by qualified persons and procedures be provided with the material, when delivered. Certified gradation testing by a certified aggregate technician will be required for all aggregates to be furnished by the Contractor, and shall be done according to the current Iowa DOT Materials I.M. 209.

## 1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS

**A. General:** In order to establish a basis of quality for the work, performance, or economy of operation, certain processes, types of machinery and equipment, or kind of material may be referenced in the contract documents by designating a manufacturer by name and referring to its brand or model numbers. Such reference is not intended to foreclose other processes, equipment or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards. There may be instances where the Engineer will not consider alternate processes, equipment, or materials.

**B. Consideration**:

1. The Jurisdiction may consider alternate processes, equipment, or materials for those specified in the contract documents; however, it is only an indication that the Jurisdiction will not foreclose consideration of the bidder’s/contractor’s request, and is not an approval. Following are the steps for consideration of alternate processes, equipment, or materials:

**1.02 ALTERNATE PROCESSES, EQUIPMENT, OR MATERIALS (Continued)**

a. If a bidder/contractor desires to use alternate processes, equipment, or materials, the bidder/contractor shall contact the Engineer to confirm the Jurisdiction would consider alternate processes, equipment, or materials for those as specified in the contract documents.
b. Support/requirements for submissions of alternatives:
   1) The Engineer will consider and evaluate other products, equipment, methods, and systems only when such items are accompanied by full and complete technical data, test data, code compliance, and other relevant information, including samples and finishes where appropriate.
   2) The bidder/contractor shall submit design information, material compatibility, performance, durability, laboratory tests, chemical analysis, color, manufacturer's specifications, and other relevant information as proof of quality and integrity when presenting proposed alternatives to the Engineer for consideration. The bidder/contractor must include the kind, quality, design, and performance of the proposed materials and equipment.
   3) If alternate methods are proposed, the contractor shall furnish complete engineering plans covering the proposed change.
   4) It is the sole responsibility of the proposer of any alternative product to have pre-qualified the product proposed for its intended use for compliance with all applicable codes within the Jurisdiction prior to submittal to the Engineer for consideration.
c. In making an alternative request, the contractor shall be responsible for all costs including reimbursing the Engineer for services furnished and any time required to review the proposed change.
d. If the bidder/contractor desires to use alternate processes, equipment, or materials for those as specified in the contract documents, the bidder/contractor shall secure the written approval of the Engineer before entering an order therefore.
e. Proposed alternative processes, equipment, or materials that will in the sole discretion of the Engineer meet, or exceed, the designated standards will be given written approval to be used on the project as an "Approved Equal" or "Equivalent" to the specified item.
f. If approval as an "Approved Equal" or "Equivalent" is given by the Engineer, such approval will be on the condition that the bidder/contractor shall be fully responsible for producing construction work in reasonably close conformity with contract requirements.
g. In order to ensure fair competitive bidding, it is critical that all bidders base their bids on providing the material, equipment or process (including those trade named) fully complying with the contract documents.
h. The contractor shall not be entitled to any additional compensation if the Engineer does not approve the contractor's request for alternate processes, equipment, or materials after the contract is awarded. The bidder/contractor is solely at risk until the Engineer issues written notification of "Approved Equal" or "Equivalent."
i. The Jurisdiction reserves the right to adjust the contract price when the cost of an "Approved Equal" or "Equivalent" is less than the cost of the specified item. The contractor shall estimate the net savings of the proposed alternate and if the Engineer approves the proposal, a change order may be processed to reduce the contract amount by up to 50% of the estimated net savings of the "Approved Equal" or "Equivalent."

2. If the contract documents state that the Jurisdiction will not consider alternate processes, equipment, or materials, the bidder/contractor shall not propose any alternates to those specified in the contract documents.

## 1.03 SAMPLES AND TESTING

A. Each consignment of material shall be tested or inspected before being incorporated into the work and shall be approved by the Engineer in charge of the work before it is used. The Contractor shall allow such facilities for collecting and forwarding samples and subsequent testing as the Engineer may require.

B. Samples shall be supplied to allow ample time for testing without delaying the work. No material for which samples are requested shall be used until the samples have been approved. If necessary, work will be delayed or suspended, at no cost to the Jurisdiction, to permit the completion of all specified tests and examinations. Tests made on the samples of materials utilized for improvements constructed under these specifications will be made by the Jurisdiction at no cost to the Contractor.

C. All tests shall be made by the Jurisdiction testing laboratory, or at such independent testing laboratories as the Engineer shall approve. Except as otherwise specified, the testing of materials furnished for use under these specifications shall be done according to the methods described in the specific ASTM, AASHTO, AWWA, or other authorized specifications for each material. Results of all tests shall be submitted to the Engineer.

## 1.04 STORAGE OF MATERIALS

The Contractor shall be responsible for care and storage of materials delivered to the work site or purchased for use. Material delivered to the work site and damaged before actual incorporation in the work may be rejected by the Engineer even though it may have been previously acceptable. Stored materials shall be located to facilitate thorough inspections, to minimize environmental damage, and not interfere with operations.

## 1.05 UNACCEPTABLE MATERIALS

All materials not conforming to the requirements of the specifications at the time they are to be used shall be considered unacceptable, and all such materials will be rejected and shall be removed immediately from the work site unless otherwise instructed by the Engineer. No rejected material, the defects of which have been corrected, shall be used until approval has been given by the Engineer.

## 1.06 MATERIALS SUPPLIED BY THE JURISDICTION

When any materials are to be furnished by the Jurisdiction, the designation of such materials and the time of availability will be included in the contract documents.

## 1.07 MATERIALS SUPPLIED BY THE CONTRACTOR

A. Unless otherwise stated in the contract documents, all materials and equipment needed for, or to become a part of, the work shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials and equipment of the quality specified and of the quantity necessary, and shall be responsible for payment of the purchase and/or delivery cost of such materials and equipment.

B. All materials and equipment that become the property of the Jurisdiction as a part of the project shall be unused and newly produced or manufactured with original materials (as opposed to recycled or used materials), shall be state of the art for that material or equipment, and shall be properly stored to protect the integrity of the material and equipment. The Engineer may waive this provision and accept used or recycled material or equipment prior to submission of the bid. Such waiver must be in the form of an addendum.

END OF SECTION

# LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

## PART 1 - LEGAL RELATIONS

### 1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS

A. The Contractor shall at all times observe and comply with all applicable Federal, State, County, or City laws, ordinances, orders, and regulations.

B. References in these specifications to particular chapters or sections of the Iowa Code shall be to those chapters or sections as they appear in the current version of the Iowa Code. In the event such chapters or sections of the Iowa Code are subsequently amended, the specifications shall be deemed to refer to those chapters or sections as amended.

C. During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
   b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.01 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS (Continued)**

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**1.02 GOVERNING LAW**

The law of the State of Iowa shall govern this contract and all subcontracts for materials and services entered into by the Contractor.

**1.03 PERMITS AND LICENSES**

The Contractor shall procure all necessary permits for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the contract documents. The cost for all required Jurisdictional permits and licenses will be waived by the Jurisdiction. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways, or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

**1.04 PATENTS AND ROYALTIES**

The Contractor shall defend, indemnify, and save the Jurisdiction harmless against all claims arising from alleged infringements of patents and royalties covering tools, machinery, processes, appliances, devices, or materials used in connection with the work. Unit prices provided in the proposal shall include payment of all necessary royalties or licenses.

**1.05 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT**

The Contractor shall complete any portion or portions of the work in such order and at such time as the Engineer may require. The Jurisdiction shall have the right to use any completed or partially completed portions of the work at any time, but such possession and use shall not be deemed an acceptance of the work so used or any part thereof. 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 appropriate. When improvements are released to the Jurisdiction for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility for damages due to the elements or due to ordinary public use, but only the released and used portion of the improvements. Such release by the Contractor to the Jurisdiction for public use shall be directed in writing by the Engineer.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK**

A. Until the work is accepted by the Jurisdiction, it shall be in the custody of and under the charge, care, and control of the Contractor, who shall take every precaution against damage to the work by action of the elements or any other cause. The Contractor shall rebuild, repair, restore, and make good at its own expense, all damages to any portion of the work before acceptance thereof by the Jurisdiction. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

**1.06 CONTRACTOR'S RESPONSIBILITY FOR THE WORK (Continued)**

B. If the Contractor completes a unit or portion of the work, the Jurisdiction may at its discretion accept such work and the Contractor may be relieved of further responsibility for such unit or portion of the work. Such partial acceptance shall not void or alter any of the terms of the contract, nor shall it constitute final acceptance of the work as provided in Section 1090, 1.08 - Acceptance and Final Payment.

**1.07 RESPONSIBILITY FOR DAMAGE CLAIMS**

The parties agree that it is their intent that there be no third-party beneficiaries to this contract. No provision of this contract or of any addendum, materials instructional memorandums, plans, proposal, special provision, developmental specification, supplemental specification, or general supplemental specification shall be construed as creating any third-party beneficiaries.

**1.08 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

Neither the Engineer nor the Engineer's authorized representatives, agents, or assistants shall have any liability, either personally or as officials of the Jurisdiction, in carrying out any of the provisions of the Contract or in exercising any power or authority granted to them thereby. It being understood that in such matters they will act as the agents and representatives of the Jurisdiction.

**1.09 WAIVER OF LEGAL RIGHTS**

A. The Jurisdiction shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or from showing that the work or materials do not in fact conform to the contract documents.

B. The Jurisdiction shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and its surety such damages as it may sustain, and all outlay and expense it incurs, by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Jurisdiction nor any of its representatives, nor any payment for acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Jurisdiction, shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

C. The Contractor hereby waives any claims it may hereafter be entitled to assert against the Jurisdiction, its officers, agents, employees, or consultants, on its behalf or on behalf of its employees, agents, subcontractors, sub-subcontractors, and suppliers, for loss of or damage to personal property, tools, or equipment owned by it or its employees, agents, subcontractors, sub-subcontractors, and suppliers, which loss or damage is sustained on the Jurisdiction's project property, or which occurs during work on the project, and the Contractor agrees to assume liability or responsibility for such claims and to procure insurance to cover its exposure in that regard.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS**

A. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to test or inspect materials, equipment, or manufactured assemblies and to accept or reject those and other elements of the work.

**1.10 ACCEPTANCE BY THE JURISDICTION - NOT A WAIVER OF CONTRACTOR'S OBLIGATIONS OR A WAIVER OF THE JURISDICTION'S RIGHTS (Continued)**

B. In various provisions of the contract documents, including these specifications, the Jurisdiction has reserved to itself or the Engineer the authority to require the Contractor's preparation of shop drawings for review and to accept or reject same. If unanticipated and either unusual or complex construction procedures or site conditions occur, the Engineer may require the Contractor to submit such shop drawings as, in the judgment of the Engineer, are necessary to satisfactorily complete the proposed construction.

C. Acceptance or approval by the Engineer as therein provided shall not operate to relieve the Contractor of its obligation (1) to perform the work as required by the contract documents in a workmanlike manner and according to the standards for construction applicable to the type of work covered by this contract generally observed by contractors in this locale and (2) to provide materials and equipment meeting the quality requirements as provided in the contract documents. The Jurisdiction assumes no responsibility for errors in shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.

D. No such acceptance by the Jurisdiction shall constitute a waiver by the Jurisdiction of its right to subsequently reject defective work, materials, or equipment. Further, no such acceptance by the Jurisdiction or the Engineer shall be deemed a waiver by the Jurisdiction of its right to recover from the Contractor all losses, damages, outlay, or expense it incurs, which is attributable to such defective work, materials or equipment, or manufactured assemblies, nor shall such acceptance or approval be deemed a waiver of the Jurisdiction's right to indemnity from the Contractor for damage or injury to third parties occasioned by such defective work, materials, or equipment.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS**

The bidder, or contractor, as a business organization shall comply with the following:

A. A corporation, limited liability company, limited partnership, or other type of business organization governed under Iowa statutes must be registered with the Iowa Secretary of State, must use the name under which it is registered with the Iowa Secretary of State, must be authorized to do business in Iowa, and must be registered as a contractor with the Iowa Department of Labor.

B. A partnership, sole proprietorship, company operating under a trade name, or other type of business organization not governed under Iowa statutes should be registered in the Office of the County Recorder where it is located or where the work is to be performed, must use the name under which it is registered, and must be registered as a contractor with the Iowa Department of Labor. Prior to entering into contract, the designated low bidder, if it is not required to be registered with the Iowa Secretary of State, shall provide to the Jurisdiction the name and address of its registered agent or lawful representative upon whom legal notices and processes may be served. The registered agent or lawful representative must be an Iowa resident, an Iowa profit or nonprofit corporation, or a foreign profit or nonprofit corporation qualified to do business in Iowa.

C. A foreign business organization, organized under the laws of a state other than Iowa, shall file with the Engineer’s documentation that it has complied with all the provisions of this section prior to entering into a contract.

**1.11 BUSINESS ORGANIZATION REQUIREMENTS (Continued)**

D. If a bid is proposed to be submitted by two persons or entities as a joint venture, the names of the two persons or entities appearing on the documents must be followed by the notation – "a joint venture." In that instance, the bid must also be signed by authorized agents of both entities, and the bid security must indicate that it "applies to and covers the proposal for construction of (Project Name) submitted by the (principal on bond) and (name of other company), submitted as a joint venture proposal." A bid submitted by two persons or entities without any indication they are submitting it as a joint venture, without being signed by authorized representatives of both entities, and without bid security covering both entities as a joint venture, will be rejected.

**1.12 CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA**

The Contractor agrees that any causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract shall be brought in the Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located. Contractor further consents, on behalf of itself and its subrogees and assigns, to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action.

**1.13 SEVERABILITY**

It is the intent of the Jurisdiction and the Contractor that the lawful provisions of this contract shall be severable from any provisions of this contract that are hereafter declared to be illegal or void by a court of competent jurisdiction.

## PART 2 - RESPONSIBILITIES TO THE PUBLIC

### 2.01 SANITATION

The Contractor shall arrange for the necessary sanitary conveniences, properly secluded, for the workers on the project. These shall be maintained in a manner inoffensive to the public and in compliance with the local health regulations.

### 2.02 CONVENIENCE AND SAFETY

**A. Use of Streets:** The Contractor is granted the privilege of using Jurisdictional roads, streets, or highways, as shown on the plans, for the purpose of doing work specified in the contract, but is not granted exclusive use of such roads, streets, or highways.

**B. Protection of Workers and the Public:** The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the work according to the MUTCD and all applicable laws, regulations, and specifications. The Contractor shall, in all cases, maintain safe passageways at all road crossings, crosswalks, and street intersections and shall do all other things necessary to prevent an accident or loss of any kind.

After November 24, 2008, all personnel shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment in the right-of-way.

**C. Convenience and Access:** The Contractor shall handle the work in a manner that will cause the least inconvenience and annoyance to the general public and to the property owners abutting the work area. The Contractor shall also provide access to the abutting property to the greatest extent practicable.

**D. Worker Safety:** The Contractor shall comply with all current and future federal and state OSHA requirements. Nothing in this contract or any action by the Jurisdiction shall be interpreted or construed as a waiver of OSHA requirements. It is the Contractor's obligation to follow OSHA requirements and standards at all times.

**E. Project Area or Work Site Safety:**

1. In accordance with Section 1070, 1.06, until the work is accepted by the Jurisdiction, the work shall be in the custody of and under the charge, care, and control of the Contractor. The Contractor is also responsible for the project area or work site. The Contractor is solely responsible for the safety of everyone on its work site.

2. The Contractor should have a safety program; however, the Contractor need not submit a safety program to the Jurisdiction, and the Jurisdiction will not review or approve the Contractor’s safety program. The Jurisdiction assumes that the Contractor will maintain a safe worksite; however, the Jurisdiction’s staff will not intrude in the Contractor’s responsibility for safety issues.

3. The Engineer may assign some or all of the duties and responsibilities of the Engineer to an authorized representative for a given project. Nothing contained in this section or in the contract documents shall be construed as requiring or permitting the Engineer to direct the means, methods, sequences, or procedures, including safety measures, of performing any work under the contract or contract documents, except to assure that the quality of work conforms to these specifications and other provisions of the contract documents and that the contract will be completed as scheduled.

**2.02 CONVENIENCE AND SAFETY (Continued)**

4. The Engineer may appoint an authorized representative on the work site to monitor the materials used and the work done by the Contractor. The Engineer's authorized representative is not a safety inspector and is not responsible for monitoring, directing, or otherwise ensuring the safety of the Contractor, its subcontractors, its suppliers, or any others that may be on the work site.

5. Construction of the work included in the contract is by its nature dangerous work; and the Contractor is hereby notified that it is the Contractor's sole responsibility to provide as safe a working site as possible given the nature of the work. It is the Contractor's responsibility to notify and advise its employees, subcontractors, suppliers, and everyone on the worksite of the dangers associated with the work, and provide them with appropriate safety information to protect them from those dangers.

**2.03 WORK AREA**

A. The Contractor shall confine its work to the Jurisdiction's premises, including construction easements and construction limit lines as shown in the contract documents and verified by the Engineer. The Contractor shall not enter upon or place materials on any private property for which the Jurisdiction has not obtained an easement for such use. The Contractor agrees to defend, indemnify, and hold the Jurisdiction harmless from all suits and actions of every kind and description resulting from the Contractor's use of private property. Before beginning construction, the Contractor shall check with the Engineer for any special instructions concerning easements.

B. Temporary buildings, storage sheds, shops and office, etc., may be erected by the Contractor only with the prior approval of the Engineer and shall be built with labor and materials furnished by the Contractor without expense to the Jurisdiction. Such temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor, at its expense, after the completion of the work.

**2.04 PROJECT AREA FOR THE WORK**

**A. Acquisition:** Existing and proposed additional right-of-way or easements shown on the plans and/or in the contract documents will provide, without cost to the Contractor, adequate space for the performance of the work. If the contract documents do not contain a notice to the Contractor of non-acquired additional right of way or easements, as shown on the plans, and the Contractor provides documentation acceptable to the Engineer, compensation will be allowed for loss or damage occasioned by delays in securing said right-of-way or easements; and, if the need to acquire such additional right-of-way or easements is the sole and only cause of the impossibility of completing the work within the specified time, the Jurisdiction may grant an extension of time if requested by the Contractor. Before beginning construction, the Contractor shall obtain from the Engineer a list of any easements or right-of-way not acquired and any special instructions pertaining to properties affected by the work.

**B. Location:** Property lines, limits of easements, and limits of construction permits are indicated on the plans, and it shall be the Contractor's responsibility to confine its construction activities within those limits.

**C. Use:** The Contractor shall confine its equipment, storage of materials, and operation of work to the limits indicated by laws, ordinances, permits, or direction of the Engineer and shall not unreasonably encumber the premises with its materials. The Contractor shall comply with the Engineer's instructions regarding signs and advertisements.

**D. Encroachments:** Any damage resulting to persons or property from the Contractor's encroachment beyond the specified limits shall be the sole responsibility of the Contractor.

## 2.05 EXPLOSIVES

**A. Use:** The Contractor shall not blast any rock or other materials or allow the same to be done in prosecution of the work, unless it secures the Engineer's approval, proper insurance coverages, and a blasting permit when required.

**B. Safety:** The Contractor is solely responsible for all damage resulting from blasting operations performed by the Contractor or its agents. The Contractor shall use the utmost care to not endanger life or damage property; and whenever ordered by the Engineer, the number and size of the charges shall be reduced. Suitable coverages or mats shall be provided to confine all materials lifted by blasting within the limits of the excavation or trench. All explosives shall be stored in a secure manner and clearly marked according to all applicable laws and regulations.

**C. Regulations:** The Contractor shall abide by all existing Federal, State, and Local regulations regarding the use of explosives, including, but not limited to, Uniform Fire Code, Article 77, and National Fire Protection Association 495, Explosive Materials Code of the National Fire Codes.

## 2.06 TRAFFIC CONTROL

**A. General:**

1. The Contractor shall maintain traffic and shall provide and maintain traffic control devices according to the contract documents. If there is no specific traffic control plan, then the Contractor's traffic control devices shall meet the requirements of and be placed according to the current edition of MUTCD.

2. During construction, areas to be maintained for traffic shall be kept clear of all hazardous materials, including but not limited to construction debris, dust, and mud.

**B. Closing Streets to Traffic:**

1. Upon the Engineer's approval, the Contractor may close streets or parts of streets to vehicular traffic as soon as the construction work is started; such streets or parts of streets shall remain closed as long as construction work or condition of the finished work requires. The Engineer will determine how many streets or parts of streets may be closed by the Contractor at one time, and may refuse to allow the closing of additional streets until some of the improvement is finished and opened to traffic.

2. The Contractor shall notify the Engineer 48 hours in advance (excluding weekends) of closing any roads, streets, or public thoroughfares. No road or street shall be closed without prior approval from the Engineer.

3. The Contractor shall not remove, relocate, or reset any permanent Jurisdictional traffic control devices unless authorized to do so by the Engineer or contract documents. If a sign must be removed or relocated for any phase of construction, the Contractor shall notify the Engineer of the necessity for removal. The Engineer shall arrange for the removal, relocation, or resetting of permanent traffic control devices by Jurisdictional personnel as needed to allow the work to proceed. If Jurisdictional personnel are not available, the authorized Jurisdictional representative may give authorization to the Contractor to remove, relocate, or reset the permanent traffic control devices.

4. In the event the Contractor removes or relocates a traffic control sign without prior notice to or authorization from the Engineer, the Contractor shall bear all responsibility and liability to any person sustaining bodily injury or property damage on account thereof.

## 2.07 PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES

A. The Engineer has attempted to show on the plans all aboveground and underground facilities, including public and private utilities, which may be affected by the work. The location, depth, and size of each such facility shown on the plans is approximate only and is not guaranteed. Other underground facilities may exist and their location may not be presently known or identified. It is the Contractor's responsibility to determine the existence and exact location of all such facilities located within the construction area to avoid damage.

B. Where existing facilities are shown in the contract documents or encountered within the construction area, it shall be the responsibility of the Contractor to notify the operators of those facilities prior to beginning any construction activities. The Contractor shall allow access to those facilities for necessary modification of services. The Contractor shall support, sustain, and protect existing pipes, conduits, poles, wires, and other apparatus located under, over, along, across, or adjacent to the work site. If such utilities are damaged through Contractor's negligence, they will be repaired by the agencies having control of same, but the cost of such repairs shall be paid by the Contractor.

C. The Contractor shall, prior to commencing any excavation or other operation that may affect underground facilities, notify the "Iowa One Call" underground facility locate system, established pursuant to Iowa Code Chapter 480. The Contractor shall, if requested by the operator of an underground facility, assist in the location of its facilities; provided, however, the Jurisdiction shall not be responsible to the Contractor or to any operator of an underground facility for the cost of locating such facility, or for any damage to such facility that occurs in attempting to locate it, or for any damage to the facility occasioned by the Contractor's performance of work under the contract.

D. Claims for additional compensation will not be allowed to the Contractor for any interference, delay, or additional work occasioned by the location or adjustment of aboveground or underground facilities, or connections thereto.

## 2.08 PROTECTION OF PROPERTY

A. The Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the Jurisdiction's property and adjacent private property from injury or loss arising in connection with the work. The Contractor shall repair or restore any such damage, injury, or loss to Jurisdiction property or adjacent private property.

B. Protect existing facilities, trees, and shrubs to remain in place. Any damage to existing trees or shrubs, branches, and root systems to remain and to be protected shall be repaired and/or pruned by an experienced tree surgeon or arborist. Do not disturb soil within 10 feet of the drip line of trees without notifying the Engineer. The Contractor shall mark the 10 foot limit from the drip line.

## 2.09 LAND MONUMENTS

A. The Contractor will be required to preserve all center stones, land monuments, or other property marks the Contractor may find in prosecuting the work. The Contractor shall notify the Engineer of the finding of any land monuments and shall not remove or disturb same until permission is given to do so, at which time the Contractor shall properly remove said landmarks under the direction of the Engineer.

B. For every land monument lost or destroyed by the Contractor, the Contractor may be charged, and such amount shall be deducted from any monies due or may become due to the Contractor under the contract.

## 2.10 DUST CONTROL

During construction operations, the Contractor shall be responsible for the control of dust to a degree compatible with the area in which the construction is being performed and with existing environmental regulations. In the event the Contractor does not control dust as specified, the Jurisdiction reserves the right to order dust control to be performed by other forces and withhold the cost thereof from any monies due or may become due to the Contractor under the contract.

## 2.11 ENVIRONMENTAL AND HISTORIC ITEMS

If contaminated soils, historical artifacts, or other environmental or historic items are encountered, stop work and notify the Engineer.

## 2.12 RAILROAD CROSSINGS

The authority for performing work beneath, at grade, or over railroad tracks will have been previously secured by the Jurisdiction. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the work on railroad property or easements. The Contractor shall perform the work without damage to the facilities and property of the railroad or its lessees, and in strict observance of requirements for the safety of the railroad property and operations. All such work will be subject to the inspection of the railroad's representative. The Contractor shall protect, indemnify, and hold the Jurisdiction harmless from any and all damages resulting from its operations on railroad property or easements or in the construction of railroad crossings according to Section 1070, Part 3 - Bonds and Insurance.

## 2.13 BORROW AND WASTE SITES

A. Unless borrow or waste sites are designated on the plans or specified in the special provisions, the Contractor shall secure and operate such sites at its own expense.

B. In all cases, borrow and waste sites shall be operated in such a manner as to meet Federal, State, and local safety, environmental, and health requirements. Site operations, or the result of such operation, that create a definite nuisance or result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

## 2.14 MAINTAINING POSTAL SERVICE

A. It shall be the Contractor's responsibility to contact the U.S. Postal Service to ascertain its requirements for the maintenance of postal service to residents or businesses in the vicinity of the work site according to the instructions of the Postal Service. The Contractor shall be responsible for mailboxes at temporary locations designated by the Postal Service, and at the completion of the work, the Contractor shall replace all mailboxes in locations and conditions satisfactory to the Postal Service.

B. Not less than 24 hours prior to removing any mailbox, the Contractor shall notify each affected resident or business addressee in writing advising them of the move and the location of their temporary mailbox during construction.

C. For each residential or business address affected by the work, the Contractor shall place a temporary mailbox at a location approved by the Postal Service. Temporary mailboxes shall be in place so postal service is maintained at all times. Any permanent mailbox that must be removed shall be stored on the property from which it is removed and at a sufficient distance from the work area to ensure it will not be damaged by construction activities.

## 2.15 FINISHING AND CLEANUP REQUIREMENTS

From time to time, as may be ordered by the Engineer, and immediately after completion of the improvement, the Contractor shall, at its expense, cleanup and remove all refuse and unused materials of any kind resulting from the work. Upon failure to do so within three working days after such request by the Engineer, the work may be done by the Jurisdiction and the cost thereof charged to the Contractor and deducted from its final payment. Upon completion of the work, the Contractor shall remove all its equipment and put the area of the work in a neat and clean condition and do all other cleaning necessary to complete the work in a workmanlike manner satisfactory to the Engineer.

## PART 3 - BONDS AND INSURANCE

### 3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

A. The lowest responsive, responsible bidder shall be required to file, before the contract is awarded, a surety bond for performance, payment, and/or maintenance on a form provided by the Jurisdiction and in penal sum equal to the total bid amount. Said bond shall be executed by a corporation authorized to contract as a surety in the state of Iowa. Said bond shall be filed in the specified number of copies as a part of the executed contract documents for the Jurisdiction's approval and award.

B. Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the work in all respects, according to the contract documents therefore, and according to the time and conditions of the contract documents, and also that the Contractor shall pay all debts incurred by it in the prosecution of such work, including those for labor and materials furnished. Said bond may also provide for the maintenance of the improvement for the number of years stipulated in the contract documents, and shall remain in full force for the entire maintenance period. Said bond shall in all cases comply with the laws of the State of Iowa and shall be subject to the approval of the Jurisdiction.

C. Within the time period specified in the maintenance portion of the bond, the Contractor shall, as and when ordered by the Engineer, repair, replace, or rebuild such portions of the work found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit, within seven calendar days, a written report stating its intentions and schedule for completing the repairs for approval by the Engineer. If the Contractor fails to submit such written report or to make the repairs as approved by the Engineer, the Jurisdiction shall have the right to make such repairs and to collect from the Contractor or its surety all outlay and expense the Jurisdiction incurs in making the repair, and in attempting to enforce the terms of the contract and the bond against the Contractor and its surety. Persistent failure by the Contractor to make such repairs may constitute grounds for disqualification of the Contractor from bidding on future projects.

### 3.02 INSURANCE REQUIREMENTS

A. The Contractor shall purchase and maintain insurance to protect the Contractor and the Jurisdiction against all hazards herein enumerated throughout the duration of the contract. Said insurance shall be provided by an insurance company or companies, “admitted” or “non-admitted” to do business in the State of Iowa, having an A.M. Best rating of no less than “B+.”

B. "Insurance," "insurance policy," or "insurance contract" when used in these specifications shall have the same meaning as "insurance policy" and "insurance contract" under Iowa Code Section 507B.2. All insurance required by this section shall provide coverage on an occurrence basis, not on a claims-made basis, and the person or other entity shall provide evidence of such coverage through an "insurance policy," "contract of insurance," or "certificate of insurance" that clearly discloses on its face coverage on an occurrence basis. Insurance coverage required for hazardous materials abatement including removal of lead, asbestos, PCB's, or the like may be provided on a claims-made basis when it is demonstrated to the satisfaction of the Jurisdiction that occurrence coverage is not reasonably available.

C. Except for workers compensation insurance, the Contractor shall purchase and maintain such insurance as will protect the Contractor and the Jurisdiction as 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, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them. In addition, the Contractor shall purchase and maintain workers compensation insurance to cover its employees.

**3.02 INSURANCE REQUIREMENTS (Continued)**

1. Workers Compensation: A standard Workers Compensation policy approved for use in the State of Iowa shall be issued with the following coverages.
   a. Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.
   b. Employers Liability insurance with the following limits:

| | |
|---|---|
| Bodily injury by accident | $500,000 each accident |
| Bodily injury by disease | $500,000 each accident |
| Bodily injury by disease | $500,000 policy limit |

2. Commercial General Liability Insurance: No less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001 or its equivalent) with all standard exclusions with minimum limits shown below covering claims for damages because of bodily injury, personal injury, or damage to property that occur on the premises under contract or arise out of the operations in performance of the contract. Any additional exclusions shall be identified on the Certificate of Insurance and shall be subject to the review and approval of the Jurisdiction.

| | |
|---|---|
| General Aggregate Limit | $2,000,000 |
| Products' Completed Operations Aggregate Limit | $2,000,000 |
| Personal and Advertising Injury Limit | $1,000,000 |
| Each Occurrence Limit | $1,000,000 |
| Fire Damage Limit (any one fire) | $50,000 |
| Medical Damage Limit (any one person) | $5,000 |

This insurance must include the following features:

a. Coverage for all premises and operations. The policy shall be endorsed to provide the Designated Construction Project(s) General Aggregate Limit Endorsement (ISO CG 2503 or its equivalent).
b. Personal and advertising injury.
c. Operations by independent contractors.
d. Contractual liability coverage. If work to be performed by Contractor includes construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass, or crossing, then such policy will include a Railroad's Contractual Liability Endorsement (ISO CG 2417 or its equivalent).
e. Coverage for demolition of any building or structure, collapse, explosion, blasting, excavation, and damage to property below the surface of the ground (XCU coverage).
f. Any fellow employee exclusions shall be deleted as it applies to managerial and supervisory employees.
g. The policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations.
h. Products and completed operations shall be maintained for the duration of the work; and shall be further maintained for a minimum period of time after final acceptance and payment if required in the Special Provisions.
i. Contractual liability coverage will also include contractually assumed defense costs in addition to policy limits.
j. In lieu of including the Jurisdiction as an additional insured on the Contractor's Commercial General Liability Insurance, the Jurisdiction, at its option, may require the Contractor to provide an Owner's Protective Liability Policy by Special Provision, or may allow the Contractor to provide an Owner's Protective Liability Policy by Change Order. If an Owner's Protective Liability Policy is provided, the minimum coverage, limits, and exclusions shall be as shown above; and the Contractor's premium cost of obtaining such insurance shall be considered incidental to the work and shall not be subject to reimbursement by the Jurisdiction.

**3.02 INSURANCE REQUIREMENTS (Continued)**

3. Automobile Liability Insurance: Covers all owned, non-owned, hired, and leased vehicles with a minimum combined single limit of $1,000,000 per accident covering claims for damages because of bodily injury, personal injury, or damage to property that arise out of operations in performance of the contract. The insurance must include contractual liability coverage. Any fellow employee exclusion shall be deleted. The policy shall provide Auto Cargo Pollution Endorsement (ISO CA 99 48 or its equivalent), if required in the special provisions.

4. Railroad Protective Liability: If required by the Jurisdiction by special provision, or by an affected railroad, the Contractor shall procure and maintain Railroad Protective Liability Insurance naming the railroad as the insured with minimum limit for bodily injury and property damage liability of $2,000,000 per occurrence, $6,000,000 aggregate, or with such other limits as the railroad shall require. The original of said policy shall be furnished to the railroad and a certified copy of said policy shall be furnished to the Jurisdiction prior to any construction or entry upon the railroad easement premises by the Contractor.

5. Umbrella/Excess Insurance: At the Contractor's option, the limits specified in Section 1070, 3.02, C, 1, 2, 3 may be satisfied with a combination of primary and Umbrella/Excess Insurance. At the Jurisdiction's option, the minimum insurance limits specified above may be increased by special provision. This increase may be satisfied with a combination of primary and Umbrella/Excess Insurance.

6. Additional Insured Endorsements: Except for Workers Compensation, the insurance specified shall:
   a. Include the Jurisdiction as an additional insured, per Section 1070, 3.06, B; and
   b. Be primary to and not in excess of or contributory with any other insurance available to the Jurisdiction.

7. Reference to ISO: Wherever the term "ISO" appears in these specifications, any subsequent equivalent ISO form or non-ISO equivalent form may be used.

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE**

A. To the extent covered by the standard insurance forms listed in Section 1070, 3.02, the insurance shall include contractual liability insurance to cover all indemnification and hold harmless agreements and provisions in the contract documents, including the following provision.

B. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and

**3.03 CONTRACTOR'S INDEMNITY - CONTRACTUAL LIABILITY INSURANCE (Continued)**

2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, regardless whether or not it is caused in part by a party indemnified hereunder.

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

C. In any and all claims against the Jurisdiction or the Engineer or any of their agents, officers, employees, or consultants by any employee of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this subsection shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

D. The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, the Engineer's agents, employees, or consultants, arising out of:

1. the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, design standards, or specifications; or

2. the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, employees, or consultants.

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

E. If any litigation on account of such claims shall be commenced against the Jurisdiction, the Contractor, upon notice thereof from the Jurisdiction, shall defend the same at its sole cost and expense; and the record of any judgment rendered against the Jurisdiction on account of such claims for damages shall be conclusive as against said Contractor and entitle the Jurisdiction to recover the full amount thereof, with interest and cost, and attorney's fees incurred by said Jurisdiction, whether the Jurisdiction paid such amounts or not.

**3.04 CONTRACTOR'S INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION**

A. The Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics; or any tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them; or to any shed or other temporary structures, scaffolding and stagings, protective fences, and bridges belonging to the contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, not covered by the Jurisdiction’s Builders Risk Insurance.

B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverages, any uninsured loss shall be the sole responsibility of the Contractor.

## 3.05 PROPERTY INSURANCE

A. When stated in the special provisions, the Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance, in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. This property insurance covering the work will have a deductible of $5,000 for each occurrence, or as stated in the special provisions, which will be the responsibility of the Contractor.

B. Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood and earthquake, theft, vandalism, malicious mischief, collapse, falsework, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Jurisdiction's services and expenses required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the contract documents.

C. Unless otherwise provided in the contract documents, this property insurance shall cover portions of the work stored off the site, after written approval of the Jurisdiction, at the value established in the approval, and portions of the work in transit. Coverage for work stored off the site and in transit will be not less than 10% of the policy amount.

D. Boiler and Machinery Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain Boiler and Machinery Insurance required by the contract documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds.

E. Loss of Use Insurance: The Jurisdiction, at the Jurisdiction's option, may purchase and maintain insurance to insure the Jurisdiction against loss of use of the Jurisdiction's property due to fire or other hazards, however caused. In the event the Jurisdiction purchases such insurance, the Jurisdiction shall waive all rights of action against the Contractor for loss of use of the Jurisdiction's property, including consequential losses due to fire or other hazards, however caused.

F. If the Contractor requests in writing that insurance for risks other than those described herein or for other special hazards be included in the property insurance policy, the Jurisdiction shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate change order.

G. If during the project construction period, the Jurisdiction insures properties, real or personal or both, adjoining or adjacent to the site by property insurance under policies separate from those insuring the project or if after final acceptance, property insurance is to be provided on the completed project through a policy or policies other than those insuring the project during the construction period, the Jurisdiction shall waive all rights according to the terms of Section 1070, 3.05, I, for damages caused by fire or other perils covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

**3.05 PROPERTY INSURANCE (Continued)**

H. Before an exposure to loss may occur, the Jurisdiction shall file with the Contractor a copy of each policy that includes insurance coverages required by this section. Each policy shall contain all generally applicable conditions, definitions, exclusions, and endorsements related to this project. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 calendar days prior written notice has been given to the Contractor.

I. Waivers of Subrogation: The Jurisdiction and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other, and (2) the Jurisdiction's consultants, separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this section or other property insurance applicable to the work, except such rights as they have to proceeds of such insurance held by the Jurisdiction as fiduciary. The Jurisdiction or Contractor, as appropriate, shall require of the Jurisdiction's consultants, separate contractors, if any, and the subcontractors, sub-subcontractors, agents, and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

J. A loss insured under the Jurisdiction's property insurance shall be adjusted by the Jurisdiction as fiduciary and made payable to the Jurisdiction as fiduciary for the insureds, as their interest may appear, subject to requirements of any applicable mortgagee clause and of Section 1070, 3.05, K. The Contractor shall pay subcontractors their shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require subcontractors to make payments to their sub-subcontractors in a similar manner.

K. The Jurisdiction as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five calendar days after occurrence of loss to the Jurisdiction's exercise of this power; if such objection be made, arbitrators shall be chosen according to Section 1040, 1.10, D, provided one arbitrator shall be appointed by the Jurisdiction, one by the party in interest making objection, and the third to be appointed by the two arbitrators thus chosen. Arbitration shall thereafter proceed as provided in Section 1040, 1.10, E through G. The Jurisdiction as fiduciary shall, in that case, make settlement with insurers according to the direction of such arbitrators. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

L. Partial occupancy or use of the work shall not commence until the insurance company or companies provided property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Jurisdiction and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

M. Installation Floater: Under contracts where the Jurisdiction does not provide Builders Risk Insurance, the Jurisdiction may by special provision require the Contractor to provide coverage under an “Installation Floater” covering all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an “*all risk*” form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit. The Installation Floater covering the equipment shall have a maximum deductible no greater than $5,000 for each occurrence, which will be the responsibility of the Contractor.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT**

A. All liability insurance policies the Contractor is required to provide pursuant to this Section 1070, Part 3 - Bonds and Insurance shall be by endorsement name and designate the Jurisdiction as an additional insured.

B. The Additional Insured Endorsement shall include the following provisions:

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

The Additional Insured Endorsement shall be included on all Commercial General Liability, Automobile Liability, and Umbrella/Excess Insurance policies.

C. The Cancellation and Material Change Endorsement shall include the following provisions:

Thirty calendar days advance written Notice of Cancellation, Non-Renewal or Reduction in Insurance coverage and/or Limits, and 10 calendar days written Notice of Non-payment of Premium, shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

This Cancellation and Material Change Endorsement shall be included on insurance policies required by the SUDAS Standard Specifications.

D. All liability polices that include the Jurisdiction as an additional insured shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy and including the Jurisdiction as an Additional Insured does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

**3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE / GOVERNMENTAL IMMUNITIES ENDORSEMENT (Continued)**

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agree the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

This Government Immunities Endorsement shall be included on all insurance policies that include the Jurisdiction as Additional Insured.

E. All liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

1. Nonwaiver of Government Immunity: The insurance carrier expressly agrees and states the purchase of this policy does not waive any of the defenses of governmental immunity available to the Jurisdiction under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage: The insurance carrier further agrees this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.

3. Assertion of Government Immunity: The Jurisdiction shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Jurisdiction.

4. Non-Denial of Coverage: The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to the Jurisdiction under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Jurisdiction.

5. No Other Change in Policy: The insurance carrier and the Jurisdiction agrees that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under this policy.

This Government Immunities Endorsement shall be included in all Insurance Policies in the Jurisdiction's name.

**3.07 PROOF OF INSURANCE**

A. The Contractor shall, prior to the Jurisdiction's approval and execution of the Contract, provide to the Jurisdiction a certificate or certificates of insurance evidencing all required insurance coverages as required in this Section 1070, Part 3 – Bonds and Insurance, utilizing the ACORD certificate form, or equivalent, required by the Jurisdiction. The Certificate of Insurance requirement may be satisfied with a blanket certificate.

B. The Description of Operations on the Certificate of Insurance for the work must state either: 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted for approval execution by the Jurisdiction until all certificates of insurance are correct and have received staff approval.

C. The Cancellation statement on the Certificate of Insurance shall be superseded by the Cancellation and Material Changes Endorsement, which shall be attached to the certificate.

**3.07 PROOF OF INSURANCE (Continued)**

D. All endorsements required for the work shall be attached to the appropriate Certificate or Certificates of Insurance and shall be, on the face thereof, listed by name.

E. If an Owner's Protective Policy is provided, the policy with appropriate endorsements shall be submitted to the Jurisdiction. The Contract will not be submitted for approval and execution by the Jurisdiction until the Owner's Protective Policy and all certificates of insurance are correct and have received staff approval.

**3.08 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE**

A. Upon the occurrence of any event, the liability for which is herein assumed by the Contractor, the Contractor agrees to forthwith notify the Jurisdiction in writing of such happening, which notice shall 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.

B. In the event the Jurisdiction has or obtains actual knowledge of any event that may result in a claim, the liability for which is herein assumed by the Contractor, the Jurisdiction agrees to notify the Contractor of such event within a reasonable period of time after acquiring knowledge thereof; provided however, the Jurisdiction shall have no duty to inspect the project to obtain knowledge of such events; and provided further the Jurisdiction's failure to so notify the Contractor shall not relieve the Contractor of any liability or obligation herein assumed by the Contractor.

**3.09 SAMPLE INSURANCE FORMS**

See the SUDAS website (www.iowasudas.org) for examples of standard insurance forms.

END OF SECTION

# PROSECUTION AND PROGRESS

## 1.01 SUBLETTING OR ASSIGNMENT OF CONTRACT

### A. Work by Contractor:

1. The Contractor shall perform, with its own organization and forces, work amounting to no less than 50% of the total contract cost, except any items designated in the contract documents as "specialty items" may be performed by subcontract, and the cost of any such "specialty items" may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with its own organization. Any items that have been selected as "specialty items" for the contract will be listed as such in the contract documents.

2. In order to meet this 50% requirement, the Contractor shall not purchase any materials for a subcontracted item, nor shall it place other contractor's employees on its payroll.

3. The Contractor shall not assign this Contract to another person, firm, or corporation without the prior consent of the Jurisdiction. The Jurisdiction may refuse to approve a proposed assignment of contract if such assignment would not be in the best interests of the Jurisdiction, or if such assignment would be contrary to law or public policy. An assignment of contract and all subcontracts shall be in writing.

### B. Permission to Sublet:

1. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the contract, except for the furnishing and transportation of materials, without a written "permission to sublet" order duly approved by the Jurisdiction.

2. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and shall provide the name, address, telephone number, and representative of the organization that will perform the work, a description of the work is to be sublet, and the associated cost. When requested by the Engineer, the Contractor shall provide a written report showing the organization that will perform the work is particularly experienced and equipped for such work.

3. Consent to sublet, assign, or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract or in any way create any contractual relationship between the subcontractor and the Jurisdiction.

### C. Subcontracts:

1. Upon request of the Engineer, the Contractor shall submit a copy of each subcontract agreement within 10 calendar days.

2. The Contractor shall be responsible to include all conditions and requirements of the contract documents in all its subcontracts and enforce said requirements with its subcontractors.

## 1.02 CONTRACT TIME

A. When a completion date is specified in the contract documents, the contract time shall be the time from the starting date stated in the Notice to Proceed to the date specified for completion as shown in the contract, both dates inclusive. When working days or calendar days are specified in the contract documents, the contract time shall be the time as calculated with the number of working days or calendar days as specified in the contract and the starting date in the Notice to Proceed. The contract time may be extended by the Jurisdiction as provided in these specifications, in which event the contract time includes the new extension of time. The Contractor acknowledges that if it fails to complete the contract in said time, liquidated damages will be assessed against it as specified in Section 1080, 1.12 - Liquidated Damages.

1. Completion Date Contracts: The Contractor shall complete the contract on or before the completion date. Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, specifications permitting and issuance of the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the completion date that the contract remains uncompleted.

2. Calendar Day Contracts: The Contractor shall complete the contract within the number of consecutive calendar days specified. The calendar day count will commence on the date specified by the Notice to Proceed. Section 1080, 1.06 will not apply. Liquidated damages will be assessed according to Section 1080, 1.12 for each calendar day beyond the specified number of calendar days that the contract remains uncompleted.

3. Working Day Contracts: The three types of start dates are as follows:

   a. Specified Start Date: Working days will be charged to the Contractor starting on the specified start date, the date noted in the Notice to Proceed, or 14 calendar days after execution of the contract, whichever is later. Starting work prior to the specified start date will be considered upon request, and working days will be charged when work starts.

   b. Approximate Start Date: It is expected the site will be available by the approximate start date. If it appears the site will not be available by the approximate start date, the Engineer will inform the Contractor of the delay and if possible the duration of the delay. The Contractor may commence work, weather and specifications permitting, any time after execution of the contract, after receipt of the Notice to Proceed, and on or after the approximate start date provided the site has become available. If work is started under these conditions, working days will be charged. Starting work before the approximate start date and before the site is available, will be considered only after the Contractor has submitted a signed waiver of any right to claim extra compensation for damages due to delays from any cause related to early commencement. If approved, working days will not be charged when working prior to the date of site availability. If the Contractor is working on the project when the site becomes available, working days will be first charged on the following day.

   c. Late Start Date: Unless otherwise noted in the proposal form, the Contractor may commence work any time after receipt of the signed contract, receipt of the Notice to Proceed, and weather and specifications permitting. Working days will begin to be charged whenever the Contractor starts work. Charging of working days will begin on the late start date if the Contractor has not started work prior to this date.

      If the Contractor wishes to start preliminary work prior to the late start date and move out intending to return at a later date to complete the project, the Contractor shall request approval from the Engineer for temporary suspension of work according to Section 1080, 1.08. Approval of suspension of work in this circumstance will be based on if the project area is in a condition that is at least as safe as it was before the start of the work. The Engineer will submit in writing to the Contractor approval for suspension of work and a computed revised late start date. The revised late start date will be computed by adding the working days used for the preliminary work to the late start date listed on the proposal form. The charging of the remainder of the working days will resume on the revised late start date or when the Contractor recommences work if prior to the revised late start date.

**1.02 CONTRACT TIME (Continued)**

B. Intermediate contract periods may be designated for completion of a specific item or certain portions of the contract. The contract period and the liquidated damages, if any, for each portion will be listed in the contract documents.

**1.03 WORK PROGRESS AND SCHEDULE**

A. The progress of the work shall be at a rate sufficient to complete the contract within the time allowed. The Contractor's sequence of operations shall be such as to cause as little inconvenience to the general public as possible.

B. After being awarded the contract, and if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule that will ensure the completion of the project within the time specified. Adequate equipment and forces shall be made available by the Contractor to start work immediately upon Notice to Proceed by the Engineer and to prosecute the work to completion according to schedule and within the time specified.

C. If it appears the rate of progress is such that the contract will not be completed within the time allowed, or if the work is not being executed in a satisfactory and workmanlike manner, the Engineer may order the Contractor to take such steps as necessary to complete the contract within the period of time specified or to prosecute the work in a satisfactory manner. If the Contractor fails to comply with such order within two weeks after receipt of the order, the Contractor may be disqualified from receiving any additional contracts, and the Jurisdiction will have the right to declare the contract in default.

**1.04 PRECONSTRUCTION CONFERENCE**

The Engineer may schedule and conduct a preconstruction conference. The Contractor and the intended subcontractors, if known, shall participate in this conference. The Engineer will invite representatives of railroads and utilities and others having responsibilities or interest in the work.

**1.05 NOTICE TO PROCEED**

A. The return of the signed and executed contract to the Contractor shall serve as notice the contract bond is acceptable, the contract is in force, and the Contractor may complete arrangements for materials and other work according to the contract documents.

B. The Contractor shall begin work as specified in the Notice to Proceed issued by the Engineer and shall prosecute the work vigorously and continuously to completion, except when it is physically impossible to do so due to weather conditions or other unavoidable handicaps. The necessity of discontinuing and resuming work on any portion of the contract shall be determined by the Engineer.

C. The Jurisdiction may, if provided for in the contract documents, give a limited Notice to Proceed as to any portion of the work under the contract.

**1.06 WEEKLY RECORD OF WORKING DAYS**

A. On contracts with completion provisions based upon working days, the Engineer will furnish the Contractor a weekly statement showing the number of working days charged to the Contractor for the preceding week, the number of working days specified for completion of the project, the number of working days remaining to complete the contract, and the revised date for completion.

**1.06 WEEKLY RECORD OF WORKING DAYS (Continued)**

B. Working days will be charged under the following circumstances:

1. Prior to Commencement of Work: Beginning on the date designated in the Notice to Proceed, or beginning on the specified starting date or as soon thereafter as provided in the specifications, a working day will be charged for every calendar day other than Saturday, Sunday, or a recognized legal holiday. Working days will be charged for Saturdays if a mandatory six-day work week is specified in the contract documents.

2. After Commencement of Work: One full working day will be charged for any weekday, exclusive of Saturdays, Sundays, or a recognized legal holiday, when weather or other conditions (not under control of the Contractor) will permit construction operations to proceed for not less than 3/4 of a normal workday in the performance of a controlling item of work as determined by the Engineer. If such conditions allow operations to proceed for at least 1/2 but less than 3/4 of the normal working hours, one-half working day will be charged.

   Working days will not be charged for Saturdays (unless a mandatory six-day work week is specified in the contract documents), Sundays, and recognized legal holidays the Contractor does not work. Working days will be charged for Sundays and recognized legal holidays the contractor does work.

   As an incentive to the Contractor to expedite the work, working days will not be charged for Saturdays that the Contractor does work, unless a mandatory six-day work week is specified in the contract documents.

C. Any objection by the Contractor to such weekly determinations shall be deemed waived and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven calendar days after receipt of a weekly statement, file with the Engineer its written protest setting forth its objections and reasons. If the Contractor's objection to the working day count is made on the grounds it was unable to work due to causes beyond its control, the Contractor shall state its reasons in writing, furnish proof to establish its claim, and state the approximate number of calendar days it estimates it was delayed. The Engineer shall then determine the appropriate number of working days to be charged under the contract.

**1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS**

A. Except when an accelerated work schedule is required in the contract documents, no work requiring inspection will be allowed on Sundays or holidays observed by the Jurisdiction except with permission of the Engineer. The Contractor should request a determination of the holidays observed by the Jurisdiction.

B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on Sundays or holidays without specific permission of the Engineer.

**1.08 TEMPORARY SUSPENSION OF WORKING DAYS**

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results or other conditions warrant an order to suspend working days, the Engineer shall issue to the Contractor a written order to suspend working days wholly or on any part of the contract. When conditions are again favorable for prosecution of the working days, the Engineer shall issue to the Contractor a written order to resume the suspended working days. Orders to suspend working days will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent any damage or unreasonable deterioration of the work during the time of suspended operations.

## 1.09 EXTENSION OF TIME

**A. Allowances for Delays:** The Contractor expressly covenants and agrees that in undertaking to complete the work within the contract time, it has taken into consideration and made allowance for all delays and hindrances that would ordinarily be anticipated in performing such work.

**B. Request for Extension of Time:** Whenever the Contractor becomes aware of its inability to complete the work under the contract within the contract period, it shall request an extension in writing. Such request shall be submitted to the Engineer at least two weeks prior to the expiration of the contract time to allow for the Jurisdiction's action before termination. The submission or acceptance of a request for extension of time shall not guarantee such extension will be granted. The following items may be justification for extension of time:

1. **Weather:** Extension of time due to adverse weather conditions at the site, so unusual or severe as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement working days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

2. **Other Contractors:** An extension of time may be requested for delays caused by the noncompletion of essential work of other contractors, provided such noncompletion is the sole and only cause of delay, and where the Contractor has available on the site of the work all equipment, material, and labor necessary to proceed with the work.

3. **Change Orders:** An extension of time may be requested for delays caused by the issuance of a change order, where the work occasioned by the change order is the sole and only cause of the impossibility to complete the work within the specified time.

4. **Work Stoppage:** An extension of time may be requested for delays caused by a general work stoppage in the area or a work stoppage affecting this project that is beyond the control of the Contractor, or where the Contractor has taken in good faith all steps made available to it by law to resolve the causes thereof and to terminate such work stoppage.

5. **Acts by U.S. Government:** An extension of time may be requested for delays caused by any act taken by the United States government that would affect fabrication or delivery of materials or equipment to the work site.

6. **Court Proceedings:** An extension of time may be requested for delays caused by any court proceedings.

7. **Other Delays:** An extension of time may be requested for other delays encountered by the Contractor beyond its control and impossible for the Contractor to complete the contract within the specified time.

**C. Claims for Damages:** The Contractor shall have no claim for damages for any extensions or delays provided or mentioned in the preceding portions of this section; but the Contractor shall, in such cases, be allowed to petition for such extension of time as the Jurisdiction may grant in writing on account of such delay, provided, however, the claim for such extension of time is made by the Contractor in writing to the Jurisdiction immediately after any such delay occurs.

**D. Extension of Time Granted:** No extension of time shall be granted or recognized except as specifically approved by the Jurisdiction in writing to the Contractor. Oral representations or agreements by Jurisdiction agents or employees regarding time extension shall not be binding on the Jurisdiction.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT

**A. Superintendent**:

1. All work under the contract shall be performed under the continuous supervision of competent personnel, thoroughly experienced in the class of work specified.

2. Prior to beginning work, the Contractor shall give the Engineer, in writing, the name of the Contractor's official representative or superintendent for the project. The superintendent shall be capable of providing adequate supervision of the project and shall be responsible for receiving instructions, notices, and written orders from the Engineer. A change of the superintendent shall be reported to the Engineer in writing. Failure to provide adequate supervision of the project shall be grounds for the Engineer to require a change in supervision before allowing the work to proceed. The superintendent shall be responsible for reporting to the Engineer any inconsistencies, omissions, or lack of definite detail in the plans, special provisions, or contract documents that may be discovered.

3. The lack of proper supervision by the Contractor or by its supervisory personnel shall be just cause for termination of the contract.

**B. Workers:**

1. The Contractor shall employ competent and efficient workers for every kind of work. The Jurisdiction reserves the right to direct the suspension or discharge from the work any worker, employee, agent, overseer, foreman, or superintendent in the employ of the Contractor, who, in the opinion of the Engineer, shall be incompetent, negligent, unfaithful, insubordinate, or disorderly, and any such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.

2. The Contractor shall not employ or hire any of the employees of the Jurisdiction without permission of the Engineer.

**C. Methods and Equipment:**

1. The methods and equipment used by the Contractor shall produce a satisfactory quality of work and shall be adequate to maintain the schedule of progress specified. Equipment used on any portion of the project shall be such, and its use so regulated, that no serious or irreparable damage to the roadway, adjacent property, or other streets or highways will result from its use. If damage does occur to the street or highway, suitable repairs shall be made at the Contractor's expense.

2. When the methods and equipment to be used by the Contractor in accomplishing the construction are not prescribed in the contract documents, the Contractor is free to use any methods or equipment that will accomplish the contract work in conformity with the requirements of the contract documents, as demonstrated to the satisfaction of the Engineer.

3. When the contract documents specify that the construction be performed by use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Engineer.

4. If the Contractor desires to use a method or type of equipment other than specified in the contract documents, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the method and equipment proposed to be used and an explanation of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor shall be fully responsible for producing construction work in conformity with contract requirements.

## 1.10 CONTRACTOR'S EMPLOYEES, METHODS, AND EQUIPMENT (Continued)

5. If after trial use of the substituted methods or equipment, the Engineer determines the work produced does not meet the requirements of the contract documents, the Contractor shall discontinue use of the substitute method or equipment and shall complete the remaining construction with the specified methods and equipment. The Contractor shall remove the defective work and replace it with work of specified quality, or take such other corrective action as the Engineer may direct. No change will be made in basis of payment for the construction items involved, or in contract time, as a result of authorizing a change in methods or equipment under these provisions.

## 1.11 CONTRACTOR'S EQUIPMENT IDENTIFICATION

All vehicles and major construction equipment utilized on Jurisdiction's projects, with the exception of vehicles used for personal purposes and rented equipment bearing the name, address, and telephone number of the rental company, shall exhibit the Contractor's name in at least two locations on each piece of equipment. This identification can be either a decal or painted lettering of a type and size, and with a contrasting color, rendering it legible from a distance of no less than 50 feet.

## 1.12 LIQUIDATED DAMAGES

A. Time is of the essence of the contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the Jurisdiction such as engineering, administration, and inspection, it is important the work be prosecuted vigorously to completion. Should the Contractor, or in case of default the surety, fail to complete the work within the contract time plus such extensions of time as may be allowed by the Jurisdiction, a deduction at the liquidated damages rate specified in the contract will be made for each and every calendar day or working day, whichever is specified, that such contract remains uncompleted after expiration of the contract time. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and shall be required to pay to the Jurisdiction the liquidated damages stipulated in the proposal form.

B. The liquidated damages rate specified in the contract documents is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time, or extension thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under the contract, and the Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor.

C. Allowing the Contractor to continue and finish the work, or any part of it, after the expiration of the contract time or extension thereof shall in no way operate as a waiver on the part of the Jurisdiction of any of its rights or remedies under the contract, including its right to liquidated damages pursuant to this provision.

## 1.13 BREACH OF CONTRACT

A. The Contractor's failure to perform in any of the following particulars shall constitute a breach of contract:

1. Failure by the Contractor to begin work at the time specified;

2. Failure by the Contractor to complete the work within the contract period or any extension thereof;

3. Failure or refusal by the Contractor to comply with an order of the Engineer within a reasonable time;

**1.13 BREACH OF CONTRACT (Continued)**

4. Contractor's persistent disregard of laws, ordinances, or instructions of the Engineer;
5. Contractor's repeated failure to provide sufficient workers, equipment, or materials to ensure the proper and timely completion of the work;
6. Failure or refusal by the Contractor to remove rejected materials;
7. Failure or refusal by the Contractor to replace, perform anew, or correct any defective or unacceptable work;
8. Contractor's discontinuance of the work without authorization by the Jurisdiction;
9. Bankruptcy or insolvency of the Contractor, or the making of an assignment for the benefit of creditors by the Contractor; or
10. Failure by the Contractor to carry on the work in an acceptable manner.

Upon Contractor's breach of the contract in any particular above, the Jurisdiction shall be entitled to give notice of default to the Contractor. The notice of default shall indicate how the contract has been breached and shall indicate what action the Contractor must take to cure such breach.

B. If the Contractor or its surety does not, within the time for cure provided in the notice of default, take action to cure such breach, the Contractor shall, at the direction of the Engineer, relinquish possession and control of the work, and the Jurisdiction shall thereupon have full power and authority, without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment at the site that may be suitable and acceptable, to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as in the Jurisdiction's opinion may be required for the completion of said contract in an acceptable manner.

C. The Contractor and its surety shall be liable for all outlay and expense incurred by the Jurisdiction, together with the costs of completing the work, and such costs may be deducted from any monies due or which may become due to the Contractor. In case the outlay and expense incurred by the Jurisdiction in completing the work is less than the sum that would have been payable under the contract if it had been completed by the Contractor, then the Contractor will be entitled to receive the difference. In case such outlay and expense exceeds the sum that would have been payable under the contract, then the Contractor and its surety shall be liable for and shall pay to the Jurisdiction the amount of said excess.

D. Neither the Jurisdiction, nor any officer, agent, or employee thereof, shall be in any way liable or accountable to the Contractor or the Contractor's surety for the method by which the completion of said work, or any portion thereof, may be accomplished, or for the price paid therefore. Neither by taking over the work nor by declaring the contract in default shall the Jurisdiction forfeit the right to recover damages from the Contractor or the Contractor's surety for failure to complete the entire contract.

E. The Contractor shall be liable for the Jurisdiction’s attorney fees incurred as a result of the Contractor’s breach of contract.

**1.14 TERMINATION OF CONTRACTOR'S RESPONSIBILITY**

The contract will be considered completed when the work has been accepted in writing by the Jurisdiction as provided in Section 1090, 1.08 - Acceptance and Final Payment hereof. Such final acceptance shall release the Contractor from all further obligation with respect thereto, except as to conditions and requirements as set forth in the bond and Jurisdiction's specifications regarding insurance.

END OF SECTION

# MEASUREMENT AND PAYMENT

## 1.01 MEASUREMENT

The determination of quantities of work performed under the contract will be made by the Engineer, based upon the lines and grades as shown on the plans and as given during the progress of the work or as evidenced by approved tickets for weight or liquid measure or by measurements made by the Engineer. All items will be computed in the units shown in the contract.

## 1.02 SCOPE OF PAYMENT

A. The Contractor shall receive and accept the compensation provided in the contract at unit prices, if it be a unit price contract; or at the lump sum price, if it be a lump sum price contract, except as may be modified by change orders. The compensation provided for in the contract shall constitute full payment for furnishing all labor, equipment, tools, and materials and for performing all work contemplated and embraced under the contract; for all loss or damage arising out of the nature of the work or from the action of the elements; for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work or from any unforeseen difficulties or obstructions that may arise or be encountered during the prosecution of the work; and for all risks of every description connected with the prosecution of the work until the final acceptance of the work by the Jurisdiction.

B. Neither the payment of any progress payment nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work, except as provided in Section 1090, 1.05 - Progress Payments.

C. The contract price for any item shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "in place," unless the contract documents shall provide otherwise.

## 1.03 LUMP SUM BREAKDOWNS

A. If the contract is based on a lump sum bid price, or contains one or more lump sum items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate covering each lump sum item to the Engineer for approval. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum items listed in the breakdown estimates shall equal the contract lump sum. Overhead and profit shall not be listed as separate items.

B. The breakdown estimate shall be approved by the Engineer before any progress payments are prepared. An unbalanced breakdown estimate providing for overpayment to the Contractor for items of work to be performed first will not be approved but shall be revised by the Contractor and resubmitted until acceptable to the Engineer.

## 1.04 PAYMENT FOR CHANGE ORDERS

A. The Contractor's claims for extra work will not be paid unless the extra work covered by such claims was authorized by a change order as specified in Section 1040, 1.07 - Change Orders.

B. Payment for extra work shall be made in one or more of the following ways as determined by the agreement between the parties to the contract prior to the starting of the work.

## 1.04 PAYMENT FOR CHANGE ORDERS (Continued)

1. Unit Prices: By unit prices contained in the Contractor's original proposal and incorporated in the construction contract, so far as the same may apply.

2. Supplemental Schedule: By supplemental schedule of prices to include costs of all equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and to be accepted by the Jurisdiction.

3. Lump Sum: By an acceptable lump sum proposal from the Contractor.

## 1.05 PROGRESS PAYMENTS

**A. Limits:** Progress payments made under the contract, unless provided otherwise by law, shall be made according to Iowa Code Chapter 573, and shall be made on the basis of monthly estimates of labor performed and material delivered and incorporated in to the work, as determined by the Engineer. Payment may be made for materials not incorporated into the project if they can be specifically identified and cost verified by invoice. Progress payment requests shall be accompanied by the documentation required in Section 1090, 1.07, B - Sales Tax and Use Tax.

**B. Retainage:** The Jurisdiction shall retain from each monthly progress payment 5% of the amount determined to be due according to the estimate of the Engineer. Early release of retained funds may be requested by the Contractor according to Iowa Code Section 26.13.

**C. Quantities:** Quantities used for progress payments shall be considered as only approximate and provisional and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent partial payments and in the final payment. Inclusion of any quantities in a progress payment, or failure to disapprove the work at the time of any progress payment, shall not be construed as acceptance of the corresponding work or materials.

## 1.06 PAYMENT OF RETAINAGE

A. Retained funds shall be retained by the Jurisdiction for a period of 30 calendar days after the completion and final acceptance of the improvement by the Jurisdiction. If at the end of the 30 calendar day period claims are on file as provided, the Jurisdiction shall continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file, the entire unpaid fund, shall be released and paid to the Contractor.

B. The Jurisdiction, the Contractor, any claimant for labor or material who has filed a claim, or the surety on any bond given for the performance of the contract, may, at any time after the expiration of 30 calendar days, and not later than 60 calendar days, following the completion and final acceptance of said improvement, bring action in equity in the county where the improvement is located to adjudicate all rights to said fund, or to enforce liability on said bond, pursuant to Iowa Code Chapter 573. Upon written demand of the Contractor, served in the manner prescribed for original notices, on the person filing a claim, requiring the claimant to commence action in court to enforce the claim, an action shall be commenced with 30 calendar days, otherwise the retained and unpaid funds due the Contractor shall be released to the Contractor.

## 1.07 SALES AND USE TAX STATEMENT

A. At the completion of the contract and before final payment can be made thereon, the Contractor and all subcontractors shall file with the Engineer in triplicate, with original signatures on all three sets, a statement under oath on forms provided by the Iowa Department of Revenue and Finance showing the data with reference to sales, use, and service taxes required by Iowa Code Section 423.4, as amended. On projects with a total contract cost greater than $1 million or with supplies and materials in excess of 50% of the contract price and when directed by the Engineer, the Contractor shall submit with each progress pay estimate completed sales and use tax forms from the Iowa Department of Revenue listing all supplies and materials purchased since the previous progress payment.

B. If a Sales Tax Exemption Certificate(s) is issued by the Jurisdiction according to Section 1020, 1.08, no sales, use, or service statement is required.

## 1.08 ACCEPTANCE AND FINAL PAYMENT

A. Final payment will be based on the actual final total amount of the work accomplished and finally accepted by the Jurisdiction under the contract. Under no circumstances or conditions will the Contractor be paid anything for anticipated profits for the work, nor will it be paid for any work not actually included in the improvement. The Jurisdiction will not give final acceptance of the work until the Contractor has submitted all documentation required by the contract documents.

B. The Engineer shall, after determining the work has been finally and fully completed according to the contract documents, make a final estimate of the amount of work done and the value thereof.

C. Final acceptance of construction shall be defined as final approval of the project only in the sense that it has been constructed, cleaned up, and completed in apparent substantial compliance with the contract documents. Said final acceptance is stipulated to mean a written acceptance by the Jurisdiction.

D. It is mutually agreed between the parties to the contract that a certificate of completion of the project, submitted by the Engineer and approved by the Jurisdiction, shall constitute final acceptance of the work and materials included in the contract on the date of such approval, subject to the provision any such approval, acceptance, or payment as herein provided shall not constitute an acceptance of any unauthorized or defective work, or of any improper material.

END OF SECTION

# TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Trenchless Installation of Carrier Pipe with Casing Pipe

B. Trenchless Installation of Carrier Pipe without Casing Pipe

### 1.02 DESCRIPTION OF WORK

A. Excavate launching and receiving pits.

B. Install casing or carrier pipe by trenchless methods.

C. Install carrier pipe inside casing pipe (if required).

D. Place backfill material in excavations.

E. Surface restoration for areas removed to determine utility locations.

### 1.03 SUBMITTALS

Comply with Division 1 - General Provisions and Covenants, as well as the following:

A. Proposed installation methods and equipment.

B. Gradation reports for bedding materials if required.

C. Shop drawings of casing spacers and proposed spacing.

D. Dewatering plan (if required).

### 1.04 SUBSTITUTIONS

Comply with Division 1 - General Provisions and Covenants.

### 1.05 DELIVERY, STORAGE, AND HANDLING

Comply with Division 1 - General Provisions and Covenants.

### 1.06 SCHEDULING AND CONFLICTS

Comply with Division 1 - General Provisions and Covenants.

### 1.07 SPECIAL REQUIREMENTS

None.

### 1.08 MEASUREMENT AND PAYMENT

All items of work contained in this section are incidental to the underground utility pipe being installed and will not be paid for separately.

## PART 2 - PRODUCTS

### 2.01 CARRIER PIPE

**A. Carrier Pipe Installed within Casing Pipe:**

1. **Sanitary Sewer Gravity Main:** Comply with Section 4010, 2.01.

2. **Sanitary Sewer Force Main:**
   a. **Restrained Joint Ductile Iron Pipe:** Comply with Section 4010, 2.02.
   b. **Restrained Joint PVC Pipe:** Comply with Section 4010, 2.02.

3. **Storm Sewer:** Comply with Section 4020, 2.01.

4. **Culverts:** Comply with Section 4030, 2.01.

5. **Water Main:**
   a. **Restrained Joint Ductile Iron Pipe:** Comply with Section 5010, 2.01.
   b. **Restrained Joint PVC Pipe:** Comply with Section 5010, 2.01.
   c. **Fusible Pipe:** Comply with Section 5011, 2.01.

**B. Carrier Pipe Installed without a Casing Pipe:**

1. **Sanitary Sewer Gravity Main:**
   a. **Reinforced Concrete Pipe:** Comply with Section 4010, 2.01.
   b. **Vitrified Clay Pipe:** Comply with Section 4010, 2.01.
   c. **Restrained Joint Ductile Iron Pipe:** Comply with Section 4010, 2.02.
   d. **Restrained Joint PVC Pipe:** Comply with Section 4010, 2.02.

2. **Sanitary Sewer Force Main:**
   a. **Restrained Joint Ductile Iron Pipe:** Comply with Section 4010, 2.02.
   b. **Restrained Joint PVC Pipe:** Comply with Section 4010, 2.02.

3. **Storm Sewer and Culverts:**
   a. **Reinforced Concrete Pipe:** Comply with Section 4020, 2.01.
   b. **Reinforced Concrete Arch Pipe:** Comply with Section 4020, 2.01.
   c. **Reinforced Concrete Elliptical Pipe:** Comply with Section 4020, 2.01.
   d. **Reinforced Concrete Low Head Pressure Pipe:** Comply with Section 4020, 2.01.

4. **Water Main:**
   a. **Restrained Joint Ductile Iron Pipe:** Comply with Section 5010, 2.01.
   b. **Restrained Joint PVC Pipe:** Comply with Section 5010, 2.01.
   c. **Fusible Pipe:** Comply with Section 5011, 2.01.

### 2.02 CASING PIPE

**A. Pipe:** Use only new, steel pipe meeting the requirements of ASTM A 139, Grade B; ASTM A 252, Grade 2; ASTM A 53, Grade B; or API 5L X Grade. Pipe may be welded or seamless. Wall thickness will be as specified in the contract documents.

**B. Joints:**

1. Comply with American Welding Society Code D1.1. Weld all joints with full penetrating weld. Welders must be qualified according to Iowa DOT Article 2408.03, B. Welds must comply with Iowa DOT Materials I.M. 558.

2. Upon approval of the Engineer, an interlocking casing pipe connection system may be used in lieu of field welding the sections of casing pipe.

**2.02 CASING PIPE (Continued)**

**C. Pipe Diameter:** Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

**2.03 CASING SPACERS**

A. Use manufactured casing spacers to position carrier pipe in casing. Do not use wood skids.

B. Meet the following material requirements:

1. HDPE Band/Panel and Riser: ASTM D 638.

2. Stainless Steel or Carbon Steel Band/Panel and Riser: Type 304 stainless steel according to ASTM A 240 or carbon steel according to ASTM A 36.
   a. Liner: Elastomeric PVC per ASTM D 149.
   b. Spacer Skid/Runner: Abrasion resistant polymer with a low coefficient of friction.
   c. Fasteners: Type 304 (18-8) stainless steel per ASTM A 193.

**2.04 BACKFILL FOR ABANDONED TUNNELS**

A. Use Iowa DOT Class C concrete, approximately 4 inch slump.

B. Flowable mortar, foamed cellular concrete, or CLSM according to Section 3010, 2.06.

**2.05 BACKFILL MATERIAL**

**A. Excavated Materials:** Comply with Section 3010 for classification of excavated materials. Use only suitable material for backfill material.

**B. Special Fill Materials:** For use where specified in the contract documents.

**1. PCC:** Use Iowa DOT Class C concrete, approximately 4 inch slump.

**2. Flowable Mortar:** Comply with Section 3010, 2.06.

**3. CLSM:** Comply with Section 3010, 2.06.

**4. Foamed Cellular Concrete:** Comply with Section 3010, 2.06.

**2.06 CASING END SEAL**

**A. Manufactured:** Minimum 1/8 inch thick manufactured synthetic rubber casing end seal with stainless steel bands and fasteners.

**B. PCC:** Comply with Section 6010. Do not use PCC casing end seals with flexible carrier pipes.

## PART 3 - EXECUTION

### 3.01 EXCAVATION

A. Notify the Engineer prior to the start of excavation activities.

B. Remove topsoil to a minimum depth of 12 inches and stockpile.

C. Excavate the minimum size pits necessary to safely and properly perform the work.

1. Protect existing facilities, trees, and shrubs during excavation.

2. Place excavated material away from trench.

3. Grade and shape spoil piles to drain and protect adjacent areas from runoff. Do not allow spoil piles to obstruct drainage. Stabilize stockpiles with seeding and provide sediment control around stockpiles.

D. Remove rock, rubbish, debris, and other materials not suitable for use as backfill.

### 3.02 SHEETING, SHORING, AND BRACING

Comply with Section 3010, 3.03.

### 3.03 DEWATERING

Comply with Section 3010, 3.04.

### 3.04 TRENCHLESS INSTALLATION

**A. General:** Select a method of installation that is appropriate for the soil conditions anticipated and will 1) allow the pipe to be installed to the desired line and grade within the specified tolerances; 2) prevent heaving or settlement of the ground surface or damage to nearby facilities; and 3) prevent damage to the carrier pipe and any lining materials within the carrier pipe.

**1. Installation Methods:**

- **a. Auger Boring:** A method that utilizes a rotating cutting head to form the bore hole and a series of rotating augers inside a casing pipe to remove the spoil.
- **b. Directional Drilling:** A method for installing pipe from a surface-launched drilling rig. A pilot bore is formed and then enlarged by back reaming and removing the spoil material. The pipe is then pulled in place.
- **c. Open-ended Pipe Ramming:** A method that involves driving a steel casing pipe with a percussive hammer. The front end of the casing pipe is open-ended. Spoils are removed from the pipe.
- **d. Pipe Jacking:** A method in which pipe is pushed into the ground with hydraulic jacks while soil is simultaneously excavated. Excavation is normally completed with a tunnel boring machine.
- **e. Microtunneling:** A method of pipe jacking using a remote controlled tunnel boring machine.
- **f. Utility Tunneling:** A method of forming large diameter tunnels. As excavation takes place at the front of the tunnel, a liner is constructed to temporarily support the tunnel. Upon completion of the tunnel, the pipe is pushed in place.
- **g. Other:** Other methods may be allowed with the Engineer's approval.

**3.04 TRENCHLESS INSTALLATION (Continued)**

**2. Line and Grade:**

a. Install pipe at line and grade that will allow the carrier pipe to be installed at its true starting elevation and grade within the specified maximum alignment deviation of the pipe centerline.

b. When no deviation tolerances are specified in the contract documents, apply the following maximum deviations to the carrier pipe.

1) Gravity Pipe:

a) Horizontally: $\pm$ 1.0 foot per 100 feet;

b) Vertically: $\pm$ 0.2 feet up to 100 feet; an additional $\pm$ 0.1 foot per 100 feet thereafter. Backfall in pipe is not allowed.

2) Pressurized Pipe:

a) Horizontally: ± 2.0 feet

b) Vertically: ± 1.0 foot. Maintain the minimum depth specified in the contract documents.

c. Greater deviation or interference with other identified facilities may be cause for rejection.

**3. Deviation from Line and Grade:**

a. Provided adequate clearance remains for proper installation of the carrier pipe, the Contractor will be allowed to correct deviations in grade of a casing pipe in order to achieve design grade of the carrier pipe by:

- Pouring an invert in the casing pipe, or
- Shimming the carrier pipe with casing spacers to a uniform grade.

b. Installations deviating from the specified tolerances that cannot be adjusted to conform to the specified tolerances may be rejected by the Engineer. If non-conforming installation is not rejected, provide all additional fittings, manholes, or appurtenances needed to accommodate horizontal or vertical misalignment, at no additional cost to the Jurisdiction.

c. Abandon rejected installation and place special fill materials, at no additional cost to the Jurisdiction. Replace abandoned installations, including all additional fittings, manholes, or appurtenances required to replace rejected installations.

**B. Casing Pipe or Un-cased Carrier Pipe Installation:**

1. Install pipe by approved methods.

2. Use a jacking collar, timbers, and other means as necessary to protect the driven end of the pipe from damage.

3. Do not exceed the compressive or tensile strength capacity of the pipe during pushing or pulling operations.

4. Fully support bore hole at all times to prevent collapse. Insert pipe as soil is removed, or support bore with drilling fluid.

5. Fully weld all casing pipe joints. Use an interlocking connection system when approved by the Engineer.

6. Fill space between the inside of the bore hole and the outside of the pipe with special fill material if the space is greater than 1 inch.

**C. Carrier Pipe Installation through Casing:**

1. Clean dirt and debris from the interior of the casing pipe after installation.

## 3.04 TRENCHLESS INSTALLATION (Continued)

2. Install casing spacers on carrier pipe sections as necessary to support the pipe barrel according to the pipe manufacturer's recommendations subject to the following minimum requirements:
   a. Install a spacer within 1 foot of each side of the carrier pipe joint and at a maximum spacing of 6 feet.
   b. Do not allow the pipe to be supported by joint bells.
   c. Lubricate casing spacers with drilling mud or flax soap. Do not use petroleum-based lubricants or oils.

3. Ensure that thrust loads will not damage carrier pipe joints. Provide thrust collars between joint shoulders of concrete pipe.

4. Provide timbers for sufficient cushioning between the end of the pipe pushed and the jacking equipment to prevent damage to the pipe. Do not allow the steel jack face to thrust against the unprotected pipe end.

5. Position jacks so the resulting force is applied evenly to the entire end of the pipe.

6. Assemble pipe joints in the jacking pit before pushing the carrier pipe into the casing.

7. Close the end of the casing pipe around the carrier pipe with a casing end seal.

**D. Annular Space Grouting:** If specified, fill the annular space between the carrier pipe and the casing pipe with flowable mortar, foamed cellular concrete, or CLSM according to Section 3010. Batching, mixing, and placing may be started when the temperature is 34°F and rising. Cease mixing and placing when temperature is 38° F or less and falling.

**1. Flowable Mortar and CLSM:** Fill voids by staged grouting. Construct bulkheads at each end of the pipe. Ensure all voids are filled with flowable mortar by providing 2 feet of head when filling.

**2. Foamed Cellular Concrete:**
   a. Construct bulkheads sufficient to withstand pressure of grouting operation at each end of the pipe.
   b. Use sufficient grouting pressures to ensure all voids between the inner pipe and the casing pipe have been filled without collapsing or deforming the inner pipe by more than 5% of the diameter. Multiple grout lifts may be necessary. Follow manufacturer's recommendations.
   c. Check wet density at the beginning of the placement and a minimum of every 2 hours thereafter. Provide test results to the Engineer.
   d. If grout holes are utilized, insert cylindrical wood plugs or other approved plugs until grout has set. Fill holes with concrete after plugs have been removed.

## 3.05 PIT RESTORATION

A. Remove installation equipment and unused materials from the launching and receiving pits.

B. When the carrier pipe extends beyond the limits of trenchless installation and into the bore pit, place bedding and backfill material according to Section 3010, 3.05.

C. Place suitable backfill material in the pit. Apply the testing requirements of Section 3010, 3.06.

D. Restore the site to original condition or better.

## 3.06 UTILITY LOCATING SITE RESTORATION

Restore areas removed as a means to locate underground utilities according to Section 7040, 3.01, G for paved areas and Section 9010 for non-paved areas, unless otherwise directed by the Jurisdiction.

END OF SECTION

**RESOLUTION NO. 25-26**

***RESOLUTION DIRECTING THE PLANNING AND ZONING COMMISSION TO REVIEW PROPOSED AMENDMENTS REGARDING LIQUOR AND TOBACCO SALES***

WHEREAS, the City Council of the City of Charles City, Iowa, has discussed potential amendments to the Charles City Unified Development Ordinance regarding definitions, permitted uses, distance requirements, and related provisions for liquor sales and tobacco sales establishments; and

WHEREAS, the City Council finds it appropriate to request that the Planning and Zoning Commission review such potential amendments and determine whether changes to the Unified Development Ordinance are warranted;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charles City, Iowa, that the City Clerk is hereby directed to submit to the Planning and Zoning Commission the City Council's request to review potential amendments to the Unified Development Ordinance concerning liquor sales and tobacco sales; and

BE IT FURTHER RESOLVED that the Planning and Zoning Commission is requested to review the proposed matter and make a recommendation to the City Council if it determines that amendments to the Unified Development Ordinance are warranted.

COUNCIL MEMBER moved for the adoption of the foregoing resolution;

COUNCIL MEMBER seconded the motion to adopt, and on roll call the voting was as follows:

AYES:

NAYS:

Passed and approved this _____ day of February, 2026.

_____
Dean Andrews, Mayor

Attest: _____
Brittney Lentz, City Clerk