

**CONTRACT
DOCUMENTS
AND
SPECIFICATIONS**



**2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

**ENGINEERING DEPARTMENT
DES MOINES WATER WORKS
DES MOINES, IOWA**

**CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

DES MOINES WATER WORKS
Des Moines, 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.

Lindsey M. Wanderscheid 9/6/23


Lindsey M. Wanderscheid, P.E.	Date
Des Moines Water Works	
License Number:	22252
My license renewal date is:	December 31, 2023
Pages or sheets covered by this seal:	Contract Documents and Chapter One – General Provisions and Covenants


BIDDING REQUIREMENTS, CONTRACT DOCUMENTS, AND SPECIFICATIONS
FOR

2023 MWTP CHEMICAL FEED IMPROVEMENTS
DES MOINES WATER WORKS

12223 SW MAFFITT LAKE ROAD
BLOOMFIELD TOWNSHIP, IOWA
DMWW PROJECT NO. 546-547

MEC PROJECT NO. 2022001857
DMWW PROJECT NO. 546-547

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Trenton Wilson</i> <i>9-20-2023</i></p> <hr/> <p>Trenton Walter Wilson, P.E. No. P27991 (Date)</p> <p>My license renewal date is December 31, 2024</p> <p>Pages covered by this Seal: Chapter 2 – Detailed Specifications: Divisions 1-9 and 31-46.</p>
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	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p><i>Brian Brewer</i> <i>09/19/2023</i></p> <hr/> <p>Brian K. Brewer, P.E. No. P13682 (Date)</p> <p>My license renewal date is December 31, 2023</p> <p>Pages covered by this Seal: Chapter 2 – Detailed Specifications: Division 26</p>
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CONTRACT DOCUMENTS
AND
SPECIFICATIONS
FOR
**2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS
Des Moines, Iowa

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ENGINEERING DEPARTMENT

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ENGINEERING DEPARTMENT

DES MOINES WATER WORKS

Des Moines, Iowa

**INFORMATION LIST OF BIDDING REQUIREMENTS
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

Before submitting your bids, please check to see that the following requirements are properly satisfied. Failure to comply with **all** of these requirements will render your bid noncompliant.

1. Bid is accompanied by a Bid Bond or other security permitted by statute in an amount equal to ten percent (10%) of the amount bid.
2. Bid Bond or other security is in a sealed envelope identified as Bid Security and attached to the outside of the Proposal envelope. Bidders may request an envelope from the Owner or provide their own. **NOT WITH PROPOSAL.**
3. Proposal is in a sealed envelope identified as the Proposal with the Contract title and the name and address of the Bidder. Bidders may request an envelope from the Owner or provide their own. **NOT WITH BID SECURITY.**
4. Declaration of Non-Collusion and Resident Status is completed and signed.
5. Non-Discrimination Clause is completed and signed.
6. Proposal is correctly filled out, including acknowledgment of any applicable addenda, and signed with address completed.

NOTICE TO BIDDERS

Sealed Proposals will be received by the Board of Water Works Trustees of the City of Des Moines, Iowa, (the Board), at Des Moines Water Works, at its office, 2201 George Flagg Parkway, Des Moines, Iowa, until 10:00 a.m., on the 24th day of October, 2023, and opened immediately thereafter at such place and time, for furnishing all labor, equipment, and materials for the

2023 MWTP CHEMICAL FEED IMPROVEMENTS

The work includes, but is not necessarily limited to:

Construction of powdered activated carbon dust collector equipment, including removal of existing soda ash dust collector equipment and related appurtenances, construction of powdered activated carbon feed equipment, including removal of existing soda ash feed equipment, process piping, and related appurtenances, installation of new carbon slurry feed and ferric chloride piping, removal and replacement of a CMU knock out wall, replacement of ferric chloride bulk storage tanks, header piping, chemical feed skids, and related appurtenances, construction of precast ferric chloride feed piping maintenance structures.

There are two alternates identified in the contract documents. Alternate 1 is to replace the existing powdered activated carbon feed equipment and Alternate 2 is to install new floor coating in the ferric chloride room.

UNTIL FURTHER NOTICE, THE BOARD RESERVES THE RIGHT TO CONDUCT THE BID OPENING BY ELECTRONIC MEETING AND TO LIMIT PUBLIC ACCESS TO THE BID OPENING TO ATTENDANCE BY ELECTRONIC MEANS.

The construction of the improvements shall be in accordance with the project plans and specifications and general stipulations for said improvements as approved by the Board.

The Board reserves the right to reject any or all bids and to waive informalities in any bid. The Board also reserves the right to accept the bid that it determines to be in the best interest of the Board in accordance with Chapter 26 and Subchapters II and III of Chapter 73A, Code of Iowa.

The Proposal shall be made out on a preprinted form furnished by the Board and must be accompanied in a separate envelope by a Bid Bond or other security ("bid security") permitted by statute. The amount of the bid security shall be ten percent (10%) of the bid submitted by the bidder. The bid security shall be made payable to the Board. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Board as liquidated damages in the event the successful bidder fails or refuses to enter into a Contract within ten (10) days after the award of Contract and post bond satisfactory to the Board. The Contractor's Bond shall be in an amount equal to one hundred percent (100%) of the Contract price, be issued by a responsible surety approved by the Board, guarantee the faithful performance of the Contract and the terms and conditions therein contained, protect and save harmless the Board from claims and damages of any kind caused by the operation of the Contractor, guarantee materials and workmanship to be free of defects for a period of two (2) years from and after completion and acceptance by the Board, guarantee surface restoration work in public right-of-way to be free of defects for a period of four (4) years from and after completion and acceptance by the Board, and shall otherwise in all respects comply with the Code of Iowa.

The Board reserves the right to defer acceptance of any Proposal for a period not to exceed forty-five (45) calendar days from the date of receipt of bids.

The Notice to Proceed will be issued after the Contract is signed and the Contract, the Contractor's Bond, and the insurance certificates required by the Contract are received by the Board. Work shall begin within ten (10) calendar days after the date set forth in the written Notice to Proceed. The improvements shall be substantially completed by November 30, 2024, and final completion by June 30, 2025. Bidders are urged to consult the Contract Documents before submitting a proposal. Those documents include, among other things, liquidated damage provisions.

NOTICE TO BIDDERS
2023 MWTP CHEMICAL
FEED IMPROVEMENTS
Page Two

The successful bidder will be required to furnish Contractor Liability insurance certificates in amounts to cover contractor liability for work to be completed. All policies shall be in the amount and form and written by companies satisfactory to the Board. All certificates of insurance shall be delivered to the Board prior to commencement of any operation.

Des Moines Water Works is a "Designated Exempt Entity" recognized as such by the Iowa Department of Revenue. Bidders shall not include in proposal amounts payable by Contractor, any subcontractor, or the Board on account of taxes imposed by any taxing authority upon the sale, purchase, or use of materials, supplies, and equipment covered by the Contract or any equipment supplied pursuant to the Contract. A Tax Exemption Certificate and Authorization Letter will be provided to the Contractor and any subcontractors and shall be used to secure all building materials, supplies, and equipment intended for completion of this Contract without payment of sales or use tax by the Contractor or any subcontractors.

Copies of said Contract Documents may be obtained from and are now on file in the Engineering Services Department, Des Moines Water Works, 2201 George Flagg Parkway, Des Moines, Iowa, for examination by bidders.

Published upon order of the Board of Water Works Trustees of the City of Des Moines, Iowa.

BOARD OF WATER WORKS TRUSTEES
CITY OF DES MOINES, IOWA
Andrea Boulton, Chairperson

ATTEST:

Ted Corrigan, P.E.
CEO and General Manager

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS
Des Moines, Iowa

**PROPOSAL
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

To: The Chairperson and Members of the Board of Water Works Trustees of the City of Des Moines, Iowa

The undersigned hereby proposes to furnish to the Board of Water Works Trustees of the City of Des Moines, Iowa, all the necessary machinery, tools, labor, and other means of construction, and to furnish all equipment and materials specified or required and to do the work according to the plans and specifications now on file in the Engineering Department, at the price hereinafter set out, for construction of the **2023 MWTP CHEMICAL FEED IMPROVEMENTS**.

<u>NO.</u>	<u>ITEM</u>	<u>BID PRICE</u>
1.	LUMP SUM BID	\$ _____
2.	ALTERNATE 1: REPLACE EXISTING PAC EQUIPMENT	\$ _____
2.	ALTERNATE 2: FLOOR COATING	\$ _____

By submission of this Proposal for said project, the undersigned represents that the undersigned has carefully examined the site of the said improvements, and the plans, specifications, and all other Contract Documents, and that the undersigned is fully informed concerning the requirements of the Contract, the physical conditions to be encountered in the construction of improvements, and the character, quality, and quantity of work to be performed, and of the materials and equipment to be furnished, delivered, and installed.

By entry of the appropriate number and date below, the undersigned acknowledges receipt of and inclusion of any addenda issued as part of this Proposal.

Addendum No. ____ Date _____
 Addendum No. ____ Date _____
 Addendum No. ____ Date _____

<p>Resident/Nonresident Status</p> <p>The undersigned is (check one):</p> <p><input type="checkbox"/> A Resident Bidder,</p> <p><input type="checkbox"/> A Nonresident Bidder,</p> <p style="text-align: center;">as those terms are defined in the specifications</p>
--

Respectfully submitted,

Signature

Print Name and Title

Company Name

Street Address

City, State, ZIP

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS
Des Moines, Iowa

**BID BOND
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

of _____, as Principal,

and _____

of _____,

as Surety, are held and firmly bound unto the Board of Water Works Trustees of the City of Des Moines, Iowa, hereinafter defined as "Obligee", in the penal sum of:

_____ (\$ _____), for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of the above obligation are such that whereas the Principal has submitted to Obligee

_____ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing for:

**2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

NOW, THEREFORE, if the said bid by the said Principal be accepted, and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the Contract Documents with good and sufficient surety for the faithful performance of such Contract, for the prompt payment of labor and materials furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2023.

Countersigned by:

Principal

BY: _____
Contractor's Signature

BID BOND
2023 MWTP CHEMICAL
FEED IMPROVEMENTS
Page Two

Resident Commission Agent as
Prescribed by Chapter 515.53,
Iowa Code

Surety

(Required only if Attorney-
In-Fact is not also an Iowa
Resident Commission Agent)

BY: _____
Attorney-In-Fact

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS
Des Moines, Iowa

**DECLARATION OF NON-COLLUSION AND RESIDENT STATUS
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

_____ (“Contractor”)

Each Contractor submitting a bid on this project shall complete and execute a Declaration of Non-Collusion and Resident Status under penalty of perjury and submit it with the Proposal in following form:

I, _____,
representing the above named Contractor declare that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure the contract for the project nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of such contract.

I further declare that no part of the contract price to be received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract for this project, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with the construction of the project were in the regular course of their duties for the Contractor.

I further declare that such Proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to fix the bid price of Contractor or of any other bidder, and that all statements in said Proposal or bid are true.

I further declare that the Contractor is (select one):

- A Resident Bidder; or
- A Nonresident Bidder, domiciled in _____.

If the Contractor is a Nonresident Bidder, the state or foreign country of Contractor’s domicile provides the following Foreign Preferences to Bidders:

(If none state “none”)

I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

_____ Date

_____ Signature

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS

Des Moines, Iowa

**NON-DISCRIMINATION CLAUSE
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

For all Contracts of goods or services for \$10,000.00 or more, and for Contracts in said amounts with companies employing three or more employees, the Contractor agrees as follows:

1. The Contractor/Supplier will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, ancestry or disability, or any other bans protected by federal, state, or local laws. Sexual harassment is a prohibited discriminatory practice. The Contractor will develop an Affirmative Action Plan to ensure that applicants are employed and that employees are treated during employment without regard to their age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, ancestry or disability, or any other bans protected by federal, state, or local laws. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment and advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The Contractor/Supplier will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to age, race, religion, creed, color, sex, sexual orientation, gender identity, national origin, ancestry or disability, or any other bans protected by federal, state, or local laws.
3. The Contractor/Supplier or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or worker's representative of the Contractor's commitments under this section.

Chief Executive Officer

Date

Please print name and title.

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS

Des Moines, Iowa

**CONTRACT
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

THIS CONTRACT, made and entered into at Des Moines, Iowa, this _____ day of _____, 2023, by and between the Board of Water Works Trustees of the City of Des Moines, Iowa, hereinafter called the "Water Works", and _____

_____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment necessary to undertake and complete the various items of construction described in the plans and specifications therefor as prepared by the Engineer, which plans and specifications are officially on file in the office of the Engineering Services Manager, and by reference are made part of this Contract. The Contractor further agrees to perform the construction in strict accordance with said plans and specifications including all of the Contract Documents therein defined.

This Contract is awarded and entered into on the basis of the construction shown on the plans and described in the specifications, and for the price bid thereon as definitely set forth in the written Proposal attached hereto submitted by the Contractor on the _____ day of _____, 2023, covering

**2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

The Lump Sum Bid appearing on said Proposal totals:

_____ Dollars (\$ _____),
which is the amount of the required surety bond.

The Lump Sum Bid shall be the basis upon which the actual compensation due the Contractor shall be computed, the quantities being subject to such additions or reductions as may be officially ordered by the Engineer.

CONTRACT
2023 MWTP CHEMICAL
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Progress payments will be made as provided in the specifications. So long as no claim under Chapter 573, Code of Iowa, is then on file, the Water Works agrees to pay the Contractor 95 percent of the actual compensation upon substantial completion and acceptance of the work and the balance shall be payable 30 days thereafter as provided by such statute. If such claims are filed, then payment shall be made as provided by such statute.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument on the date first shown written.

BOARD OF WATER WORKS TRUSTEES
OF THE CITY OF DES MOINES, IOWA

BY: _____
Andrea Boulton, Chairperson

Contractor

Signature and Title

Address

Date

ATTEST:

Ted Corrigan, P.E.
CEO and General Manager

ENGINEERING DEPARTMENT

DES MOINES WATER WORKS
Des Moines, Iowa

**CONTRACTOR'S BOND
FOR
2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of
_____, as Principal,
and _____ of

_____,
as Surety, are held and firmly bound unto the Board of Water Works Trustees of the City of Des Moines, Iowa,
and to all persons who may be injured by any breach of any of the conditions of this bond in the penal sum of:

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

The conditions of the above obligations are such that whereas the said _____
_____ entered into a Contract with the Board of Water Works Trustees
of the City of Des Moines, Iowa, hereinafter defined as "Owner",

bearing the _____ day of _____, 2023, wherein said _____

_____ undertakes and agrees to construct the following described
improvement:

**2023 MWTP CHEMICAL
FEED IMPROVEMENTS**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a
good and professional manner and in accordance with the plans and specifications attached to said Contract and
made a part thereof.

It is expressly understood and agreed by the Principal and Surety in this bond that the following provisions are a
part of this bond and are binding upon said Principal and Surety, to wit:

1. "That Principal and Sureties on this bond hereby agree to pay 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 is required to
retain until completion of the project, but the Principal and Sureties shall be liable to said persons, firms, or
unless the claims of said claimants against said portion of the Contract price shall have been established as
provided by law."

CONTRACTOR'S BOND
2023 MWTP CHEMICAL
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- 2. "Every Surety on this bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent with notice:
 - A. To any extension of time to the Contractor in which to perform the Contract.
 - B. To any change in the plans and specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released as to such excess increase.
 - C. That no provision of this bond or any Contract shall be valid which limits to less than three years from the time of the acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the Owner at the time such work was accepted."

NOW THEREFORE, the condition of this obligation is such that if the said Principal shall faithfully perform the Contract and shall fully indemnify and save harmless the Owner from all cost and damage which the Owner may suffer by reason of failure to do so and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default.

AND FURTHER, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this obligation, subject to the Owner's priority, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder.

The Contract is hereby made a part of this bond.

WITNESS our hands, in duplicate, this _____ day of _____, 2023.

Signed and sealed this _____ day of _____, 2023.

Countersigned by:

Principal

BY: _____
Contractor's Signature

CONTRACTOR'S BOND
2023 MWTP CHEMICAL
FEED IMPROVEMENTS
Page Three

Resident Commission Agent as
Prescribed by Chapter 515.53,
Iowa Code

Surety

(Required only if Attorney-In-
Fact is not also an Iowa
Resident Commission Agent)

BY: _____
Attorney-In-Fact

CHAPTER ONE

GENERAL PROVISIONS AND COVENANTS

CHAPTER ONE
GENERAL PROVISIONS AND COVENANTS
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CHAPTER ONE
GENERAL PROVISIONS AND COVENANTS
SECTION 1
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CHAPTER ONE

GENERAL PROVISIONS AND COVENANTS

SECTION 1

DEFINITIONS AND TERMS AND ABBREVIATIONS

1.1-1 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.

1.1-2 DEFINITIONS AND TERMS

- 1.1-2.1 **AMOUNT OF THE BID.** The amount of the bid shall be the total amount shown as the sum of the itemized proposal or the lump sum as requested in the Contract.
- 1.1-2.2 **AMOUNT OF THE CONTRACT.** The amount of the Contract may differ from the amount of the bid, depending upon the final quantity of work.
- 1.1-2.3 **AWARD OF THE CONTRACT.** The decision of the Water Works to accept the Proposal as is determined to be in the best interest of the Water Works, subject to the execution and approval of a satisfactory Contract therefor and bond to secure the performance thereof, and to such other conditions as may be specified or otherwise required by law.
- 1.1-2.4 **BID ITEM.** A specified class of work on which a definite price is set forth in the Proposal and in the Contract. Items of work which are not specified as quotation items in the Contract Documents shall be considered incidental to the quotation items.
- 1.1-2.5 **BIDDER.** A Bidder is any individual, firm, partnership, joint venture, corporation, or association licensed or otherwise authorized by law to do business where the Work is located, submitting a Proposal for the Work, acting directly or through a duly authorized representative.
- 1.1-2.6 **(THE) BOARD.** The Board of Water Works Trustees of the City of Des Moines, Iowa, is the governing body and the entity established by law which owns and operates the utility known as the "Des Moines Water Works", as constituted under the laws of the state of Iowa.
- 1.1-2.7 **CHANGE ORDER.** A written order to the Contractor, signed by the Engineer, and approved by the General Manager, ordering a change in the Work from that originally shown in the plans and specifications. Change Orders duly signed and executed by the Engineer, the General Manager, and the Contractor shall constitute authorized modifications of the Contract.
- 1.1-2.8 **(THE) CITY.** The City of Des Moines, Iowa, a municipal corporation, acting through the City Council or duly authorized representatives.
- 1.1-2.9 **(THE) 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.
- 1.1-2.10 **CONTRACTING AUTHORITY.** The Board, having authority to award the Contract.
- 1.1-2.11 **CONTRACT DOCUMENTS.** The Contract Documents consist of the following: The Notice to Bidders, Notice of Public Hearing, Proposal, Bid Bond, Contract, Contractor's Bond, Non-Collusion Affidavit, Non-Discrimination Clause, General Provisions and Covenants, Standard Specifications, Plans, Insurance, Notice to Proceed, and Change Orders. These 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. In case of conflict between plans and specifications, the specifications shall govern.

- 1.1-2.12 **CONTRACT TIME**. The contract time shall be the time from the date specified in the Notice to Proceed as the starting date to the specified date for completion in the Notice to Bidders, both dates inclusive. The contract period may be extended by the Board as provided in these specifications in which event the contract period includes the new date of completion.
- 1.1-2.13 **(THE) CONTRACTOR**. The individual, firm, co-partnership, or corporation, and his, their, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, covenantor, or corporation, or his, their, or its Surety under the contract bond, constituting one of the principals to the Contract and undertaking to perform the Work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.
- 1.1-2.14 **CONTRACTOR'S BOND**. The successful Bidder shall furnish a bond in an amount equal to and according to the terms stated in the Notice to Bidders.
- 1.1-2.15 **EMPLOYEE**. Any person working on the project to which these specifications apply, and who is under the direction or control of, or receives compensation from the Contractor or subcontractor.
- 1.1-2.16 **(THE) ENGINEER**. The Director of Engineering Services of Des Moines Water Works, or their duly authorized representative.
- 1.1-2.17 **FOREIGN PREFERENCES**. Foreign Preferences means any and all preferences to Bidders in effect in the Nonresident Bidders' state or country of domicile which are afforded to local Bidders from that state or foreign country as more particularly defined in Section 73A.21(2), Code of Iowa.
- 1.1-2.18 **GENERAL MANAGER**. The duly appointed Chief Executive Officer of Des Moines Water Works.
- 1.1-2.19 **INCIDENTAL ITEMS**. Items of work which are not specified as bid items in the Contract Documents shall be considered incidental to the bid items.
- 1.1-2.20 **INSPECTOR OR AGENT**. The term Inspector or Agent shall mean the engineering or technical personnel duly authorized by the Owner or Engineer to perform the duties specified in Section 1.5-2.
- 1.1-2.21 **LIQUIDATED DAMAGES**. The amount prescribed in the Contract Documents to be paid to the Owner, or to be deducted from payments due or to become due the Contractor, for each day's delay in completing the whole or specified portion of the Work beyond the time allowed in the Contract Documents.
- 1.1-2.22 **MATERIALS**. Materials are processed, manufactured, or natural items placed in the Work.
- 1.1-2.23 **NONRESIDENT BIDDER**. Nonresident Bidder means a Bidder that is not a Resident Bidder.
- 1.1-2.24 **NOTICE TO PROCEED**. The Notice to Proceed is a written notice to the Contractor, issued by the Owner or their authorized agent, stating the date on which the Contractor is to begin the Work. The date set forth in this notice shall be considered as the official starting date, and the contract time shall be computed from this date.
- 1.1-2.25 **OFFICIAL PUBLICATIONS**. The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with the force and effect of contract obligations.

- 1.1-2.26 **"OR APPROVED EQUAL"**. In order to establish a basis of quality for some things in the Work, certain processes, types of machinery, equipment, or kind of material may be mentioned on the plans by designating a manufacturer by name and referring to their brand or model number(s). Such mention is not intended to exclude other processes, equipment, or materials that will measure up to the designated standards of those mentioned. If the Contractor desires to use other products as equal thereto, they shall secure the approval of the Engineer before entering an order therefor. Wherever in the Contract Documents a manufacturer's name, brand, or model is mentioned, it is to be understood that the phrase "or approved equal" is assumed to follow thereafter whether or not it does in fact.
- 1.1-2.27 **(THE) OWNER**. The Owner is the Board of Water Works Trustees of the City of Des Moines, Iowa, acting through its legally constituted officials, officers, or employees.
- 1.1-2.28 **PLANS**. Plans are the official drawings, standard plans, profiles, typical cross sections, and supplemental drawings or reproductions thereof, approved and furnished by the Owner, which show the location, character, dimensions, and details of the Work. Such documents are to be considered as part of the plans whether attached to the plans or separate.
- 1.1-2.29 **(RESERVED)**.
- 1.1-2.30 **PROPOSAL**. The Proposal is a properly signed and guaranteed written offer of the Bidder to perform the Work. It shall be prepared on forms furnished by the Owner.
- 1.1-2.31 **PROPOSAL GUARANTY (SECURITY)**. The proposal guaranty is the deposit of a certified check, cashier's check, a Credit Union Certified Share Draft, or Bid Bond furnished by the Bidder and made payable to the Owner for the amount stipulated in the official publications and/or the Proposal as a proposal guaranty of good faith to enter into the Contract.
- 1.1-2.32 **RESIDENT BIDDER**. Resident Bidder means a Bidder that is domiciled in the state of Iowa or that is authorized to transact business in this state and has had 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, except if a Bidder is domiciled in another state or foreign country and such state or foreign country has a more stringent definition of a resident Bidder, the more stringent definition is applicable as to such Bidder.
- 1.1-2.33 **ROADWAY**. That portion of the street included between curbs, gutters, or ditches intended primarily for vehicular traffic, and including appertaining structures and other features necessary to proper drainage and protection.
- 1.1-2.34 **SHOP DRAWINGS**. Shop drawings shall be defined as detailed plans furnished by the Contractor or their agent. These plans shall be original drawings to a specific scale on 8 1/2" x 11" sheets or larger. These plans shall show dimensions and list material necessary for fabrication and shall be signed and dated by qualified personnel with experience in the material being detailed.
- 1.1-2.35 **(RESERVED)**.
- 1.1-2.36 **(THE) SPECIFICATIONS**. The general term comprising the directions, provisions, and requirements contained herein, together with such as may be added or adopted as supplemental specifications, which are necessary for the proper performance of the Contract.
- 1.1-2.37 **STREET, ROAD, OR ALLEY**. The whole area within the right-of-way limits.
- 1.1-2.38 **SUBCONTRACTOR**. The subcontractor is an individual, firm, partnership, joint venture, corporation, or association to whom the Contractor, with the written consent of the Owner, sublets a part of the Work.
- 1.1-2.39 **(THE) WATER WORKS**. The Water Works is Des Moines Water Works, which is owned and operated by the Board of Water Works Trustees of the City of Des Moines, Iowa.

- 1.1-2.40 **(THE) WORK.** The Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.
- 1.1-2.41 **WORKING DAY.** A working day shall be any day other than a legal holiday, Saturday, or Sunday, on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the Contract unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays, and holidays on which the Engineer authorizes the Contractor's forces to engage in regular work requiring the presence of an Inspector will be considered as working days.

1.1-3 ABBREVIATIONS

- 1.1-3.1 **DESCRIPTION.** 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.
- 1.1-3.2 **A.A.** - Aluminum Association
- 1.1-3.3 **A.A.M.A.** - American Architectural Manufacturers Association
- 1.1-3.4 **A.A.N.** - American Association of Nurserymen
- 1.1-3.5 **A.A.S.H.T.O.** - American Association of State Highway and Transportation Officials
- 1.1-3.6 **A.B.M.A.** - American Bearing Manufacturers Association
- 1.1-3.7 **A.C.I.** - American Concrete Institute
- 1.1-3.8 **A.C.I.L.** - American Council of Independent Laboratories
- 1.1-3.9 **A.D.A.** - Americans with Disabilities Act
- 1.1-3.10 **A.F.B.M.A.** - Anti-Friction Bearing Manufacturers Association
- 1.1-3.11 **A.G.C.** - Associated General Contractors of America
- 1.1-3.12 **A.G.M.A.** - American Gear Manufacturers Association
- 1.1-3.13 **A.I.S.C.** - American Institute of Steel Construction
- 1.1-3.14 **A.I.S.I.** - American Iron and Steel Institute
- 1.1-3.15 **A.M.C.A.** - Air Movement and Control Association
- 1.1-3.16 **A.N.S.I.** - American National Standards Institute
- 1.1-3.17 **A.P.I.** - American Petroleum Institute
- 1.1-3.18 **A.P.W.A.** - American Public Works Association
- 1.1-3.19 **A.R.E.A.** - American Railway Engineering Association
- 1.1-3.20 **A.S.M.E.** - American Society of Mechanical Engineers
- 1.1-3.21 **A.S.T.M.** - American Society for Testing and Materials
- 1.1-3.22 **A.W.S.** - American Welding Society
- 1.1-3.23 **A.W.W.A.** - American Water Works Association
- 1.1-3.24 **B.H.M.A.** - Builders Hardware Manufacturers Association
- 1.1-3.25 **B.M.D.** - Building Materials Directory
- 1.1-3.26 **C.L.F.M.I.** - Chain Link Fence Manufacturers Institute
- 1.1-3.27 **C.R.S.I.** - Concrete Reinforcing Steel Institute
- 1.1-3.28 **C.S.D.A.** - Concrete Sawing and Drilling Association
- 1.1-3.29 **D.A.S.M.A.** - Door and Access Systems Manufacturers Association
- 1.1-3.30 **D.E.M.A.** - Diesel Engine Manufacturers Association
- 1.1-3.31 **D.H.I.** - Door and Hardware Institute
- 1.1-3.32 **E.C.T.C.** - Erosion Control Technology Council
- 1.1-3.33 **E.G.S.A.** - Electrical Generating Systems Association
- 1.1-3.34 **F.M.** - Factory Mutual
- 1.1-3.35 **F.S.** - Federal Specifications
- 1.1-3.36 **H.I.** - Hydraulic Institute

1.1-3.37 H.M.M.A. - Hollow Metal Manufacturers Association
1.1-3.38 I.C.C. - International Code Council
1.1-3.39 I.D.N.R. - Iowa Department of Natural Resources
1.1-3.40 I.D.O.T. - Iowa Department of Transportation
1.1-3.41 I.E.E.E. - Institute of Electrical and Electronics Engineers
1.1-3.42 I.F.I. - Industrial Fasteners Institute
1.1-3.43 I.O.S.H.A. - Iowa Occupational Safety and Health Administration
1.1-3.44 I.P.C.E.A. - Insulated Power Cable Engineers Association
1.1-3.45 I.S.O. - International Standards Organization
1.1-3.46 M.B.M.A. - Metal Building Manufacturers Association
1.1-3.47 M.F.M.A. - Metal Framing Manufacturers Association
1.1-3.48 M.I.L.-S.T.D. - United States Military Standards for Generators and Controls
1.1-3.49 M.S.S. - Manufacturers Standardization Society of the Valve & Fittings Industry
1.1-3.50 N.A.A.M.M. - National Association of Architectural Metal Manufacturers
1.1-3.51 N.A.C.A. - North American Contractors Association
1.1-3.52 N.A.C.E. - National Association of Corrosion Engineers
1.1-3.53 N.A.P.F. - National Association of Pipe Fabricators
1.1-3.54 N.B.S. - National Bureau of Standards
1.1-3.55 N.C.P.W.B. - National Certified Pipe Welding Bureau
1.1-3.56 N.E.C. - National Electrical Code
1.1-3.57 N.E.C.A. - National Electrical Contractors Association
1.1-3.58 N.E.M.A. - National Electrical Manufacturers Association
1.1-3.59 N.E.S.C. - National Electrical Safety Code
1.1-3.60 N.F.P.A. - National Fire Protection Association
1.1-3.61 N.O.M.M.A. - National Ornamental and Miscellaneous Metals Association
1.1-3.62 N.S.F. - NSF International
1.1-3.63 O.S.H.A. - Occupational Safety and Health Administration
1.1-3.64 P.C.I. - Precast/Prestressed Concrete Institute
1.1-3.65 S.A.E. - Society of Automotive Engineers
1.1-3.66 S.D.I. - Steel Door Institute
1.1-3.67 S.J.I. - Steel Joist Institute
1.1-3.68 S.M.A.C.N.A. - Sheet Metal and Air Conditioning Contractors' National Association
1.1-3.69 S.S.P.C. - Steel Structures Painting Council
1.1-3.70 S.U.D.A.S. - Iowa Statewide Urban Design and Specifications
1.1-3.71 U.B.C. - Uniform Building Code
1.1-3.72 U.L. - Underwriters Laboratories
1.1-3.73 U.P.C. - Uniform Plumbing Code
1.1-3.74 U.S.A.C.E. - US Army Corps of Engineers
1.1-3.75 U.S.A.S.I. - United States of America Standards Institute
1.1-3.76 W.H. - Warnock Hersey
1.1-3.77 W.R.I. - Wire Reinforcement Institute

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GENERAL PROVISIONS AND COVENANTS
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PROPOSAL REQUIREMENTS AND CONDITIONS
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CHAPTER ONE

GENERAL PROVISIONS AND COVENANTS

SECTION 2

PROPOSAL REQUIREMENTS AND CONDITIONS

1.2-1 CONTENTS OF THE PROPOSAL FORMS

Prospective Bidders will be furnished with proposal forms which will state the location and description of the contemplated construction and will show the approximate estimate of the various quantities and kind of work to be performed, and materials to be furnished, with a schedule of items for which unit bid prices or lump sum prices are requested.

1.2-2 EXAMINATION OF THE PLANS, SPECIFICATIONS, AND THE SITE OF THE WORK

By submission of a Proposal on the Work, the Bidder represents that Bidder has carefully examined the site of the proposed improvements and the plans, specifications, and the 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 quantity of work to be performed, and that the Contractor will not receive additional compensation if Contractor subsequently finds that conditions require work, methods, or equipment, other than those anticipated by Contractor in making his Proposal, except as provided in Section 1.4-5.

The Owner makes no express or implied guarantee of the accuracy of any data as to the conditions or structures to be encountered under the 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 bid, except as provided in Section 1.4-5.

1.2-3 INTERPRETATION OF THE CONTRACT

If any prospective Bidder is in doubt as to the true meaning of any parts of the Contract, Bidder may request an interpretation from the Owner or Engineer. Any interpretation of the Contract will be made only by an Addendum duly mailed, delivered, or faxed to each prospective Bidder who received a set of plans and specifications from the Owner or Engineer.

1.2-4 ADDENDUM

The Bidder shall acknowledge each Addendum issued by filling in the appropriate blank spaces in the Proposal in order to have the bid considered.

1.2-5 QUANTITIES AND UNIT PRICES

The quantities for which unit prices are indicated in the Proposal form are only approximate, and do not constitute a warrant or guaranty by the Owner 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 the performance bond. The Owner expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1.4-3 of the specifications; also to make reasonable changes in design, provided such changes do not materially change the intent of the basic Contract. The amount of work to be paid for shall be based upon the actual measured quantities.

1.2-6 QUALIFICATION OF THE BIDDERS

The Bidder must be qualified by experience, financing, and equipment to do the Work called for in the plans and specifications. Whenever required in the Specifications, the Bidder shall furnish upon a form for that purpose, a statement of their construction experience and their general ability to perform the Work contemplated, and shall submit same along with their Proposal.

The Water Works 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 right is reserved by the Water Works to reject any bid.

Upon request of the Water Works, a Bidder whose bid is under consideration for award of a Contract shall submit promptly to the Water Works satisfactory evidence of financial resources, their construction experience, and that their organization is available for performance of the proposed Contract.

1.2-7 PREPARATION OF THE PROPOSAL

Proposals shall be legibly written in ink, or typed, on the forms furnished by the Engineer and shall be completely executed by the Bidder in ink with Bidder's full signature. The Bidder shall indicate whether Bidder is an individual, partnership, joint venture, or a corporation, and enter the correct name of the Bidder.

When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. Any omission of prices on such items shown on the proposal forms, or any addition in writing to the form of the bid, or any condition, limitation, or provision, will render the Proposal informal and may cause its rejection. In case of discrepancy, the unit price figures shall govern.

1.2-8 DELIVERY OF THE PROPOSAL

Each Bidder will be supplied one copy of the proposal form. The form shall be used for bidding and shall be placed in a sealed envelope, properly identified with the contract title and the name and address of the Bidder, and deposited with the CEO and General Manager on or before the time and at the place set forth in the official publication. It is the sole responsibility of the Bidder to see that their Proposal, with an approved bid deposit, is delivered on time. Any bid received after the scheduled closing time for the receiving of bids will be returned to the Bidder unopened and will not be considered. Bids shall be submitted in accordance with the Information List of Bidding Requirements.

1.2-9 SECURITY

Each bid shall be accompanied by a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States in the sum specified in the official publication and made payable to Des Moines Water Works, Des Moines, Iowa, and shall be enclosed in a labeled and sealed envelope separate from the one enclosing the bid. Such check or share draft should contain no conditions either in the body of the instrument or any endorsement thereon. In lieu of such check or share draft, at the option of the Bidder, a bid bond in the sum specified in the official publication may be furnished. Such bid bond shall be on a form prescribed by the Water Works, and shall have a corporate surety satisfactory to Water Works, and shall be enclosed in a labeled and sealed envelope separate from the one enclosing the bid. Checks, share drafts, and bid bonds will be returned to unsuccessful Bidders, and the successful Bidder when proper performance and maintenance bond have been submitted.

1.2-10 RELEASE OF SECURITY

After the bids are opened, checked, and duly considered, the Water Works will release Bidder deposits as follows:

- 1.2-10.1 BIDDERS OTHER THAN THREE LOWEST.** The bid deposit or Bid Bond of all except the three (3) lowest Bidders will be released within three (3) days after the determination of the three (3) lowest Bidders.
- 1.2-10.2 SECOND AND THIRD LOWEST BIDDERS.** The bid deposit or Bid Bond of the two (2) remaining unsuccessful Bidders will be released within three (3) days after the successful Bidder has been designated by the Board.
- 1.2-10.3 SUCCESSFUL BIDDER.** The bid deposit or Bid Bond of the successful Bidder will be released as soon as possible after Bidder has delivered the executed Contract to the Water Works.
- 1.2-10.4 BIDS REJECTED.** If all bids are rejected, all bid deposits and Bid Bonds will be returned within three (3) days after such rejection.

1.2-11 WITHDRAWAL OR REVISION OF THE PROPOSAL

A Bidder may, without prejudice to themselves, withdraw, modify, or correct their Proposal after it has been deposited with the Water Works, provided their request is made in writing to the Water Works, and any revised bid is deposited, prior to the closing time set for receiving bids.

Modifications or corrections of Proposals may be made on the withdrawn Proposal or by means of telegrams or other written communications, provided such modifications or corrections are received by the Water Works prior to the closing time set for receiving bids. Any modifications or corrections made by facsimile transmission must be by the Bidder, or their representative.

All modifications or corrections made by telegram, facsimile transmission, or other written communications received on time will be opened in public. When such modifications or corrections are in order, and acceptable to the Water Works, changes will be made in the respective Proposals in accordance with the communications.

1.2-12 IRREGULAR PROPOSALS

Proposals shall be rejected which are not submitted on the forms furnished to the Bidder by the Water Works. No alterations in Proposals will be acceptable unless each alteration is signed or initialed by the Bidder; if initialed, the Water Works may require the Bidder to identify any alterations so initialed. A bid may be rejected in which omissions or other irregularities occur, or which has been conditioned by the Bidder, or wherein the alterations are unacceptable to the Water Works.

In case the Bidder notes a requirement in the Contract which Bidder believes will require a conditioned or unsolicited alternate bid, Bidder shall immediately notify the Water Works in writing. If the Water Works finds that such a requirement does exist in the Contract, the Water Works will make corrections thereto by an Addendum.

1.2-13 OPENING OF PROPOSALS

At the time and place set forth in the official publications, bids will be opened and read aloud. Bids not accompanied by an approved bid deposit and issued addenda, receipt of which is not acknowledged on the Proposal, will not be accepted. Bidders, or their authorized agents, and the public may be present.

1.2-14 ACCEPTANCE OR REJECTION OF PROPOSALS

The Water Works reserves the right to accept the Proposal, which in the judgment of the Water Works is in its best interest, to award the Contract by sections if so specified in the Specifications, to reject any and all bids, and to waive irregularities in the Proposals. Acceptance of proposals shall be in accordance with the requirements of Chapter 26, Code of Iowa, and Subchapters II and III of Chapter 73A, Code of Iowa.

More than one Proposal from an individual, firm, partnership, corporation, or any association under the same or different names, will not be considered. When reasonable evidence exists that any Bidder is interested in more than one Proposal, it may cause the rejection of all Proposals in which such Bidder is interested.

Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Bidders. Proposals received from participants in such collusion will not be considered for the same work when and if re-advertised. Proposals may be rejected from Bidders who are in default on a previous Contract with the Water Works.

1.2-15 CERTIFICATES FROM FOREIGN ENTITIES

Prior to entering into a Contract, entities organized under the laws of any other state shall file a certificate with the Owner, from the Secretary of the State of Iowa, showing that they have complied with all the provisions of the Code of Iowa governing foreign entities and shall otherwise submit proof of proper qualifications and licensure in the state of Iowa. Any Nonresident Bidder shall specify in its bid whether any Foreign Preferences are in effect in the Bidder's state or foreign country of domicile, and if so, shall fully describe nature, value and extent thereof.

1.2-16 BIDDER'S CERTIFICATION

By the submission of Bidder's Proposal, the Bidder certifies that their bid is genuine and is not made in the interest of, or in behalf of, any undisclosed person, firm, or corporation; and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid; that the Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and that the Bidder has not sought, by collusion or otherwise, to obtain for themselves any advantage over any other Bidder or over the Owner. In the case of a Nonresident Bidder, such Bidder also certifies that it has fully disclosed any and all Foreign Preferences in effect in its state or foreign country of domicile.

1.2-17 CONFIDENTIAL OR PROPRIETARY INFORMATION NOT REQUIRED

No proposal shall be required to include, and no Bidder shall be required to reveal as a condition of Bidder being deemed a responsive, responsible Bidder, any confidential or proprietary information, other than the information needed to determine Bidder's experience, number of employees, and ability to finance the cost of the project.

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SECTION 3

AWARD AND EXECUTION OF THE CONTRACT

1.3-1 DESIGNATION OF THE SUCCESSFUL BIDDER

At the next regular Board meeting after the bid opening, or as soon as practical thereafter, the Contract will be awarded to the successful Bidder.

1.3-2 EXECUTION OF THE CONTRACT

Within ten (10) days after the award of the Contract by the Board to the successful Bidder, the Contractor shall complete the presentation of signed and executed Contract Documents. The Board will receive and file such documents.

1.3-3 PERFORMANCE AND MAINTENANCE BOND

Coincident with the execution of the Contract, the Contractor shall furnish a performance and maintenance bond, and insurance in accordance with the requirements of Section 1.7 entitled, "Legal Relations and Responsibilities to the Public".

1.3-4 FAILURE TO EXECUTE THE CONTRACT

It is agreed by the Bidder that upon failure to enter into the Contract and furnish the necessary performance and maintenance bond within ten (10) calendar days, the amount of the bid security shall become the property of the Water Works, and will be retained not as a penalty, but as liquidated damages. The award of the Contract may then, at the discretion of the Water Works, be made to the Bidder deemed to be in the Water Works' best interest, or the Work may be re-advertised, or may be constructed by the Water Works in any legal manner, or may be abandoned.

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SUMMARY OF WORK

1.4-1 INTENT OF THE CONTRACT

The intent of the Contract 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 in accordance with the plans, specifications, and terms of the Contract.

1.4-2 CORRELATION AND INTENT OF THE DOCUMENTS

The plans and specifications are intended to supplement each other so that work shown on the plans and not mentioned in the specifications, or vice versa, shall be as binding and is to be completed the same as if mentioned or shown on both, and to the true intent and meaning of said plans and specifications. In case of conflict between the plans and specifications, the specifications shall govern.

1.4-3 INCREASE OR DECREASE OF WORK

The Water Works 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 waiver of any conditions of the Contract, nor to invalidate any of the provisions thereof.

Unless such alterations and 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. If, however, the character of the Work, or the unit costs thereof, are materially changed, an allowance shall be made on such basis as may have been agreed to in advance of the performance of the Work.

1.4-4 ERRORS OR OMISSIONS

The Contractor shall check over the plans before beginning construction work, and if errors or omissions are discovered, the Contractor shall call them to the attention of the Engineer before proceeding with the Work. In no case will the Contractor make the corrections therefor without written permission from the Water Works. In case revised plans of a supplementary or explanatory nature are necessary or desirable for clarification, or to correct any errors and omissions, they will be furnished by the Water Works, from time to time, as the Work progresses.

1.4-5 CHANGED CONDITIONS

1.4-5.1 SITE CONDITIONS. The Contractor is required by Section 1.2-2 entitled, "Examination of the Plans, Specifications, and the Site of the Work", to make careful investigation and examination to determine all latent and subsurface conditions at the site of the Work prior to preparing their bid. The Water Works makes no guarantee of any conditions, latent or subsurface, at the site of the Work.

Negligence or inattention of the Contractor in determining site conditions prior to filing their bid, or in any phase of Contractor's performance of the Work, shall be grounds for denial of compensation under Section 1.4-5.2 relating to conditions which were not known because of such negligence or inattention.

1.4-5.2 **LATENT OR SUBSURFACE CONDITIONS**. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the Contract or from those ordinarily encountered in performing work of the character involved, and which Contractor could not have discovered by a careful investigation and examination of the site, and if these unusual or changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, Contractor shall promptly notify the Engineer of the claim in writing. Before disturbing the condition, Contractor shall afford the Engineer the opportunity to inspect the same. After inspection by the Engineer, written authorization will be given to the Contractor to proceed with the Work. The Contractor shall resume construction operations pending a decision regarding the claim. Failure of the Contractor to give prompt written notice and to afford the Engineer full opportunity to inspect the condition before disturbing same shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.

1.4-5.3 **COMPENSATION**. If the Engineer determines that the Contractor is entitled to additional compensation by reason of increased expense caused by a condition, as described in Section 1.4-5.2, for which timely claim has been made, and the Engineer finds that said condition requires work not contemplated by the Contract, a Change Order will be executed by both parties providing for additional compensation for such amount as the parties may agree upon. If the Engineer determines the condition to be such as to justify an extension in contract time, such additional time will be granted in accordance with Section 1.8-6.2 entitled, "Request for Extension of Time", and Section 1.8-7 entitled, "Delays Caused by the Water Works".

1.4-6 **BORROW AND WASTE SITES**

1.4-6.1 **LOCATION AND OPERATION**. Unless borrow or waste sites are designated on the plans or specifications, the Contractor shall secure and operate such sites at their own expense.

1.4-6.2 **SAFETY AND HEALTH**. In all cases, borrow and waste sites shall be operated in such a manner as to meet safety and health requirements of the state, county, and city. Site operations, or the result of such operations, which create a definite nuisance or which result in damage to public or private property will not be permitted. In all cases, sites shall be approved by the Engineer before use.

1.4-7 **SALVAGE**

When material from the Water Works facilities or properties is specified to be salvageable, the material to be salvaged shall be carefully salvaged and delivered to the designated location in the best condition and ready for storage.

1.4-8 **FINISHING AND CLEANUP**

1.4-8.1 **REQUIREMENTS**. From time to time, as may be ordered by the Engineer, and immediately after completion of the Work, the Contractor shall, at their own expense, clean up and remove refuse and unused materials of any kind resulting from the Work. Upon failure to do so within three (3) working days after such request by the Engineer, the Work may be done by the Water Works and the cost thereof charged to the Contractor and deducted from his final payment. Upon completion of the Work, the Contractor shall remove Contractor's equipment and put the area of the Work in a neat and clean condition and do all other cleaning necessary to complete the Work to the satisfaction of the Engineer.

1.4-8.2 **PERFORMANCE AND COMPENSATION**. Cleanup shall be performed as specified in the various sections of these specifications. If no bid item is included in the Proposal for "Finishing and Cleanup", then all work of finishing and cleaning up shall be considered as incidental to the construction and the cost thereof shall be included in the cost of other items of the Work.

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CONTROL OF THE WORK

1.5-1 AUTHORITY OF THE ENGINEER

It is understood and agreed by and between the parties hereto that the Work included in the Contract is to be done under the direct supervision and to the complete satisfaction of the Engineer. The Engineer's interpretation as to the true construction and meaning of the Contract, plans, specifications, and estimates, and as to all questions arising as to proper performance of the work shall be final. The Engineer shall determine the unit quantities, the classification of work done, and materials furnished under the provisions of this agreement, and the Engineer's determination thereof shall be final, conclusive, and binding upon the Contractor.

The Engineer shall decide any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the rate of progress of the Work, and questions as to acceptable fulfillment and performance of the Contract on the part of the Contractor, and as to compensation. The decision of the Engineer shall be final.

Nothing contained in this section or in the Contract shall be construed as requiring the Engineer to direct the method or manner of performing work under this Contract.

1.5-2 AUTHORITY AND DUTIES OF THE INSPECTORS OR ASSISTANTS

The Engineer may appoint Inspectors as assistants to inspect materials used and work done. Such inspection may extend to parts of the Work and to the preparation or manufacture of the materials to be used. The Inspectors will not be authorized to revoke, alter, enlarge, or relax the provisions of these specifications. When placed on the Work, the Inspector will keep the Engineer informed as to the progress of the Work and the manner it is being done; also the Inspector will call to the attention of the Contractor any lack of compliance with the plans or specifications. Failure of an Inspector or the Engineer to call the attention of the Contractor to faulty work, or lack of compliance with the plans or specifications, shall not constitute acceptance of said Work.

An Inspector will not be authorized to approve or accept any portion of the Work or to issue instructions contrary to the plans and specifications. The Inspector will have authority to reject defective material and to suspend work that is being improperly done, subject to final decision of the Engineer. The Inspector will exercise such additional authority as may, from time to time, be especially delegated to the Inspector by the Engineer.

1.5-3 COOPERATION BY THE CONTRACTOR

A set of approved plans, specifications, and authorized alterations will be supplied to the Contractor and these must be kept available on the job at all times. The Contractor shall be present on the work site, either in person or by duly authorized representatives, continually during the progress of the Work. The Contractor or Contractor's representatives shall receive from the Engineer such explanations and directions as are necessary for the satisfactory prosecution and completion of the Work. 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.

1.5-4 COOPERATION WITH OTHER CONTRACTORS

The Water Works reserves the right to award other contracts in connection with the total improvement. These Contractors are required to inform themselves fully of the conditions relating to construction and labor under which the Work will be, or is now being, performed and the Contractors shall employ, as far as possible, such methods and means in the carrying out of their work as will not cause interruption or interference with any other Contractor or agency.

The Contractor shall notify utility agencies and others affected by Contractor's operations, and shall properly coordinate and expedite their work as to cause the least amount of conflict and interference between Contractor's operation and those of any other contractor or agency. Notifications shall be in such detail as to give time for starting and for completion of their 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 rerouting of traffic and erection of signs before the work is to begin. Damages or claims resulting from the improper or insufficient notification of the affected utility agencies and others shall be the responsibility of the Contractor.

1.5-5 UNAUTHORIZED WORK

Work done contrary to or regardless of the instructions of the Engineer, work done without lines, grade or cross section stakes, and grades shown on the plans or as given by the Engineer, or deviation made from the plans and specifications without written authority will be considered unauthorized and at the expense of the Contractor. The Water Works reserves the right to refuse payment for such work. Work so done may be ordered removed and replaced immediately at the Contractor's expense.

1.5-6 REMOVAL OF DEFECTIVE OR UNAUTHORIZED WORK AND MATERIALS

Defective work or material 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 removed or disposed of to the satisfaction of the Engineer. Failure or neglect on the part of the Engineer to condemn unsatisfactory material, or reject inferior workmanship, will in no way release the Contractor, nor shall it be construed to mean the acceptance of such work, nor shall the final acceptance bar the Water Works from recovering damages in case of defective work. No compensation will be made for defective work or materials, or for the satisfactory disposal of the same.

1.5-7 INSPECTION OF MATERIALS AND WORK

The Contractor shall furnish the Water Works and its agents every reasonable facility for ascertaining whether the Work and materials are in accordance with the Contract. Any time before final acceptance of the Work, at the request of the Water Works, 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. Should the Work thus exposed and examined prove acceptable, the uncovering, removing, and replacing of such Work shall be paid for as specified in the section entitled, "Payment for Extra Work". Should the Work thus exposed and examined prove unacceptable, the uncovering, removing, and replacing of such Work shall be at the Contractor's expense.

1.5-8 PROTECTION OF LINE AND GRADE STAKES

The Work shall be done in strict conformity to the plans and specifications, and to the lines and grades as fixed by the Engineer, and be according to such instructions as may be given by the Engineer. The Contractor shall protect and preserve in their original position stakes, points, or marks to prevent their unnecessary destruction. Failure to protect and preserve stakes, points, or marks in their original position may cause the expense of replacing them to be charged to the Contractor, and the amount of such costs deducted from monies due, or which may become due to the Contractor under the Contract.

1.5-9 SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

1.5-9.1 SUBMISSION OF DRAWINGS. The Contractor shall submit to the Engineer for approval five (5) drawings, or lists called for in the specifications. Drawings and listings shall be complete and shall contain all required detailed information conveyed in accordance with the latest recommended standards for detailing. The Contractor shall make corrections required by the Engineer and submit the revised drawings or listings for approval. When approved by the Engineer, each copy of the drawings or listings will be so marked, dated, and signed by the Engineer.

1.5-9.2 SUBMISSION OF MATERIAL AND EQUIPMENT LISTS. As soon as practicable after the Notice to Proceed and before items of material or equipment are purchased, the Contractor shall submit to the Water Works for approval, if requested, a complete list of the principal materials, fixtures, and equipment to be incorporated into the Work. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings, parts lists, samples, if required, and other descriptive data including the complete description, trade name, model number, type, size, rating, and auxiliary equipment to be included.

1.5-9.3 ENGINEER'S REVIEW. Checking is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and corrected at the job site; fabrication processes and techniques of construction; coordination of Contractor's work with that of other trades; and the satisfactory performance of Contractor's work.

1.5-10 CLOSING STREETS TO TRAFFIC

The Contractor shall secure permission and obtain and pay for necessary permits for construction in streets and public thoroughfares from the appropriate municipal, county, or state authority. Said authority will be the judge of how many streets, or parts of streets, may be closed by the Contractor at one time, and may refuse to permit the closing of additional streets until some of the improvement is finished and opened to traffic. The Contractor shall notify the appropriate authority forty-eight (48) hours in advance of closing streets and public thoroughfares.

1.5-11 WATER AND POWER

The Contractor shall make necessary arrangements for water and power. Fire hydrants shall not be used by anyone except by special permission issued by the Water Works. The Contractor shall so arrange their work so that they will not be delayed because of these requirements. Owner will provide water at no cost to Contractor.

1.5-12 VERBAL AGREEMENTS

No verbal agreement or conversation with any officer, agent, or employee of the Water Works, either before or after execution of the Contract, shall affect or modify the terms or obligations contained in the documents comprising the Contract. Such verbal contract shall be considered as unofficial information and in no way binding upon the Water Works.

1.5-13 MONUMENTS

The Contractor will be required to preserve center stones, monuments, or other landmarks that may be found in prosecuting the Work. The Contractor must notify the Engineer of the finding of landmarks, and shall not remove or disturb the same until permission is given to do so. At that time, the Contractor shall properly remove said landmarks under the direction of the Engineer. Injury or removal of boundary marks, milestones, and monuments and the penalties therefor, are regulated by the Code of Iowa. For every landmark lost or destroyed by the Contractor he shall forfeit fifty dollars (\$50) as liquidated damages to Des Moines Water Works.

1.5-14 WORK AREA

The Contractor shall confine his work to the public right-of-way or Water Works' premises, including construction easements and construction permit lines.

The Contractor shall not enter upon, or place materials on, private premises except with written consent of the individual owners, and the Contractor shall save the Water Works harmless from suits and actions of every kind and description that might result from Contractor's use of private property.

The Contractor shall also maintain housekeeping practices to the satisfaction of the Engineer, Inspector, or other Water Works' agent. Equipment and materials used by the Contractor must comply with applicable safety codes.

1.5-15 PROTECTION OF UTILITIES

The Water Works has attempted to show on the plans utilities which may be affected by the Work. The locations, depth, and size of each facility shown on the plans are only approximate and not guaranteed. The Contractor shall notify each utility agency identified on the plans in advance of operations which may affect the agency's facilities.

The Contractor shall be solely responsible for notifying utility companies to install or adjust said utilities, and shall assist the affected agencies in the location of their utilities, but will not be responsible to any agency for the cost of such assistance in the location of its utilities. The Contractor shall support, sustain, and protect existing pipes, conduits, drains, sewers, poles, wires, and other apparatus under, over, along, across, or otherwise affected by the Work. If such utilities are damaged through carelessness or neglectful action by the Contractor, they will be repaired by the authorities having control of same, but the cost of such repairs shall be paid by the Contractor.

The Contractor hereby agrees to make no claim for damages or extra work due to delays in work caused by said installations or adjustments of utilities or connections thereto. The Contractor will be allowed such extensions of time as will be justified by said delays.

1.5-16 CONTRACTOR'S RESPONSIBILITY FOR THE WORK

Until the Work is accepted by the Water Works, but subject to the provisions of Section 1.7-18, it shall be in the custody and under the charge and care of the Contractor, who shall take every precaution against damage to the Work, by action of the elements or other cause. The Contractor shall rebuild, repair, restore, and make good at their own expense, damages to any portion of the Work before its completion and acceptance. Issuance of any estimate or partial payment for work done will not be considered as final acceptance of any work completed.

If the Contractor completes a unit or portion of the Work, the Water Works may 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.

1.5-17 COMPLETION OF WORK

1.5-17.1 TIME OF COMPLETION. The project shall be considered completed only when all Work, including restoration and cleanup on properties involved, is completed in accordance with the Contract and to the satisfaction of the Engineer.

1.5-17.2 DEVIATION. Deviation from this completion shall be made only if requested in writing by the Contractor and approved in writing by the Engineer. Such a request must be received before the official completion date of the project.

1.5-18 FINAL INSPECTION AND ACCEPTANCE

As soon as practicable after the completion of the entire Work, it will be examined thoroughly by the Engineer. The Contractor will be notified when the examination is to be made so that the Contractor or Contractor's representative may be present. When the Work is found to be satisfactory, it will be accepted and such final acceptance will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error. If the inspection reveals defects in the Work as contemplated by the specifications, such defects shall be repaired or unsatisfactory Work be replaced as the Engineer may direct before final acceptance. The cost of such repairs and replacements shall be borne by the Contractor, and no extension of the contract time will be granted because of the time required to remedy such defects.

1.5-19 FIELD OFFICE

Prior to commencing work, the Contractor shall establish a field office at the site of the Work. The field office shall consist of a location to store and review copies of the plans and specifications required to be kept on-site under Section 1.5-3. Means of communication shall be established in such a manner that the Owner may contact the Contractor throughout the course of the project. If the field office is unoccupied for extended periods of time, mobile communication to the field superintendent(s) is required. Pagers and text messaging, or any other one-way communication, will not be considered adequate.

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SECTION 6

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SECTION 6

CONTROL OF MATERIALS

1.6-1 MATERIALS SOURCE AND QUALITY

Promptly after receipt of the Notice to Proceed, the Contractor shall notify the Engineer of the proposed sources of supply of materials to be furnished by Contractor. At the option of the Engineer, the source of supply of each of the materials shall be approved by the Engineer before the delivery is started. Also at the option of the Engineer, representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer for examination and tests by the Engineer. Only materials conforming to the requirements of these specifications and approved by the Engineer shall be used in the Work. The materials proposed to be used may be inspected or tested at any time during their preparation and use. If, after trial, it is found that sources of supply which have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. No material which, after approval, has become unfit for use shall be used in the Work.

1.6-2 SAMPLING AND TESTING

1.6-2.1 REQUIREMENTS. At the option of the Engineer, no material shall be used on the specified Work until it has been examined or tested, and accepted by the Engineer or Engineer's representative.

1.6-2.2 SAMPLE SUPPLY. The Contractor shall, at no cost to the Water Works, furnish for approval such certified representative samples of material proposed for use in the Work, as the Engineer may request. Said samples shall be delivered, when so instructed by the Water Works, to the testing laboratory designated, to arrive in the same condition as they are to be used. Samples shall be supplied to permit 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 Water Works, to permit the completion of specified tests and examinations. Tests made on the Contractor's samples of materials will be made by the Water Works at no cost to the Contractor.

1.6-2.3 FIELD SAMPLING AND TESTING. Field sampling and the testing of materials will be made by the Engineer in accordance with the applicable standards at no cost to the Contractor.

1.6-2.4 TESTING. The materials shall meet the requirements of the latest revision of the designated specifications as of the date of opening bids. Tests on samples of materials shall be made in accordance with the latest method prescribed.

The Water Works, its agents, or personnel of a laboratory designated by it, shall be permitted free access to all parts of the Work as necessary for adequate inspection and selection of samples. Every reasonable facility shall be furnished by the Contractor for assisting in the performance of tests, and for the protection of testing equipment and supplies used in the performance or testing of Work.

1.6-2.5 TESTING STANDARDS. Except as may be otherwise specified, the testing of materials furnished for use under these specifications shall be done in accordance with the methods described in the specific A.A.S.H.T.O., A.S.T.M., A.W.W.A., or other authorized specifications for each material.

1.6-3 DEFECTIVE MATERIALS

Materials not conforming to the requirements of these specifications will be rejected by the Engineer, and such materials, whether in place or not, shall be immediately removed from the site of the Work by the Contractor.

Rejected material which has been reconditioned or corrected so that it satisfactorily meets the specifications shall not be used without written approval of the Engineer.

1.6-4 MATERIALS SUPPLIED BY THE WATER WORKS

When materials are to be furnished by the Water Works, the designation of such materials and the time of availability will be included in the specifications.

1.6-5 MATERIALS SUPPLIED BY THE CONTRACTOR

Unless otherwise stated in the specifications, materials needed for the Work shall be new and shall be furnished by the Contractor. The Contractor shall assume full responsibility for ordering materials of the quality specified, and of the quantity necessary, and shall be responsible for the delivery cost of such materials.

1.6-6 MATERIAL STORAGE

Materials intended for use in the Work shall be stored by the Contractor, by means that will prevent damage from exposure to the elements, from admixture of foreign materials, or from any other cause. The Engineer may refuse to accept, or to sample for testing, materials that are improperly stored.

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LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1.7-1 MUNICIPAL REGULATIONS, STATE, AND FEDERAL LAWS AND REGULATIONS

The Contractor shall observe and comply with (a) all federal and state laws, local laws, ordinances, orders, (b) regulations of the federal, state, county, or city governments and (c) all of Owner's workplace policies while on the Owner's premise.

1.7-2 PERFORMANCE AND MAINTENANCE BOND

The Bidder to whom the Contract is awarded shall be required to file a contract bond in the sum stated in the Notice to Bidders, but in no case less than one thousand dollars (\$1,000). The contract bond shall be filed in the specified number of copies as a part of the executed Contract Documents for Board approval and award.

Said bond shall provide that the Contractor shall well and satisfactorily perform and execute the Work in all respects, according to complete and detailed plans and specifications therefor, and according to the time and conditions of the Contract, and also that said Contractor shall pay all debts incurred by Contractor in the prosecution of such Work, including those for labor and materials furnished. Said bond shall also provide for the maintenance of the improvement for the number of years stipulated in the specifications, and shall remain in full force for the entire maintenance period. The contract bond shall comply with the laws of the state of Iowa, and shall be subject to the approval of the Board. Within the time period specified in the bond, the Contractor as ordered by the Water Works shall repair, replace, or rebuild such portions of the Work which are found to be faulty because of materials or workmanship. After being notified of the need for repairs, the Contractor shall submit within seven (7) days a written report stating Contractor's intentions and schedule for completing the repairs. If Contractor shall fail to make the repairs, the Water Works shall have the right to make such repairs and collect the cost of doing the same from the Contractor or Contractor's bondsman.

1.7-3 LITIGATION FOR CLAIMS AND SAVE HARMLESS CLAUSE

The Contractor shall indemnify and hold the Water Works harmless from injury or damages to persons, or property, or claims thereof, arising out of the prosecution of said Work by the Contractor, Contractor's subcontractor, agents, or employees, and for all expenses of litigation arising from any act done or suffered to be done, by said Contractor, Contractor's subcontractor, agents, or employees. The Contractor shall also hold the Water Works harmless from claims for damages arising from neglect, default, mismanagement, or omissions of the Contractor, by himself, Contractor's subcontractor, Contractor's agents, or employees, in the performance of duties imposed by this Contract, or by law. If litigation on account of such claims shall be commenced against the Water Works, the Contractor, upon notice thereof from the Water Works, shall defend the same at Contractor's own cost and expense; and the record of judgment rendered against the Water Works on account of such claims for damages shall be conclusive as against the said Contractor, and entitle the Water Works to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Water Works, and right of action therefor shall accrue to the Water Works as soon as such judgment shall have been rendered, whether the Water Works shall have paid the amount or not.

1.7-4 LIMITATION ON INDEMNITY

Notwithstanding any other provision in these General Provisions and Covenants to the contrary, the requirement of any party to this contract to indemnify another party shall not include the obligation to indemnify, hold harmless, or defend any other party to the agreement, including the indemnitee's employees, consultants, agents, or others for whom the indemnitee is responsible, against liability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act or omission of the indemnitee or of the indemnitee's employees, consultants, agents, or others for whom the indemnitee is responsible. This limitation does not apply to an insurer's obligation to its insureds under any insurance policy or agreement, or any obligation of strict liability otherwise imposed by law.

1.7-5 TAXES

1.7-5.1 INCOME TAX DEDUCTIONS. Each non-resident person or firm doing business as an individual, or each corporation shall be required, as a precedent to receiving an award, to file a certificate issued by the State Department of Revenue as provided in Section 422.17, Code of Iowa, or any similar statute hereafter adopted, releasing the Water Works from withholding any and all sums required by the provisions of Sections 422.16, Code of Iowa, or as may be amended.

1.7-5.2 SALES TAX AND USE TAX. Owner will issue special exemption certificates to Contractors and subcontractors, allowing them to purchase and use or supply, or withdraw from inventory and use or supply, building materials, supplies, and equipment for the Contract exempt from sales or use tax. Contractors and subcontractors shall utilize such special exemption certificates to purchase and supply all building materials, supplies, used in performance of the Contract and all equipment supplied to Owner free from sales, use, and local option tax. This special exemption certificate will also allow a manufacturer of building materials to consume materials in the performance of the Contract without owing sales or use tax on the fabricated cost of those materials. Any materials purchased tax free and not used in the completion of work under this Contract are subject to sales, use, and local option sales tax.

1.7-6 NO LIABILITY FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES

Notwithstanding anything to the contrary in the Contract, in no event shall either party to the Contract be liable to the other for special, indirect or consequential damages, including, without limitation, any lost profits, whether or not such damages arise out of tort, negligence, strict or statutory liability or any other cause of action whatsoever.

1.7-7 TRADE NAMES

Whenever definite references are made in these specifications to the use of any particular material, equipment, or trade names, they are used merely to establish a basis of quality, performance, or economy of operation. The use of such trade name, names, or references shall not be considered as restrictive against similar products of equal quality not named, provided they are proven by the Contractor to be equal to the satisfaction of the Water Works before they are included in the Work.

1.7-8 IOWA PRODUCTS

1.7-8.1 USE REQUIRED. By virtue of statutory authority, preference will be given to products and provisions grown or produced within the state of Iowa, and preference will be given to Iowa domestic labor, as provided in Chapter 73, Code of Iowa, or as amended.

1.7-8.2 USE NOT REQUIRED. For projects involving federal support, monetary or otherwise, the requirements of Section 1.7-8.1 shall be deleted.

1.7-9 RIGHT-OF-WAY AND LAND ACQUIRED FOR THE WORK

1.7-9.1 ACQUISITION. It is contemplated that the right-of-way or lands shown on the plans will provide, without cost to the Contractor, adequate space for the performance of the Work. Should it become necessary to secure additional right-of-way or lands for the performance of the Work, no claims shall be allowed for loss or damage occasioned by delays in securing said right-of-way or lands.

1.7-9.2 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 their construction activities within these limits.

1.7-9.3 USE. The Contractor shall confine equipment, storage of materials, and operation of work to the limits indicated by law, ordinances, permits, or direction of the Engineer, and shall not unreasonably encumber the premises with their materials. The Contractor shall comply with the Engineer's instructions regarding signs, advertisements, fires, and smoking.

1.7-9.4 ENCROACHMENTS. Damage resulting to persons or property from encroaching beyond the specified limits shall be the sole responsibility of the Contractor.

1.7-10 EXPLOSIVES

1.7-10.1 USE. The Contractor shall not blast rock or other materials, or allow the same to be done in prosecution of the Work, unless the Contractor secures proper insurance coverages and a blasting permit when required.

1.7-10.2 SAFETY. The Contractor is solely responsible for damage resulting from blasting operations performed by the Contractor or Contractor's agents. The Contractor shall use the utmost care so as not to 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 materials lifted by blasting within the limits of the excavation or trench. Explosives shall be stored in a secure manner, and storage places shall be clearly marked "DANGER - EXPLOSIVES".

1.7-10.3 REGULATIONS. The Contractor's attention is called to existing federal, state, and city regulations regarding the use of explosives, including Pamphlet No. 495 of the National Fire Code, as published by the National Fire Protection Association.

1.7-11 PROTECTION OF PROPERTY

The Contractor shall continuously maintain adequate protection of Contractor's work from damage, and shall protect both public and private property from injury or loss arising in connection with this Contract. The Contractor shall make good any such damage, injury, or loss. The Contractor shall adequately protect adjacent property.

1.7-12 PUBLIC CONVENIENCE AND SAFETY

1.7-12.1 PROTECTION OF WORKERS AND PUBLIC. The Contractor shall erect and maintain good and sufficient guards, barricades, and signals at or near the Work. The Contractor shall maintain safe passageways at road crossings, crosswalks, street intersections, and shall do all other things necessary to prevent accident or loss of any kind.

1.7-12.2 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, and the Contractor shall provide access to the abutting property to the greatest extent practicable.

1.7-13 PERMITS AND LICENSES

The Contractor shall procure all necessary permits, pay for the same, and obtain all official licenses for the construction of the Work and for temporary obstructions, enclosures, opening of streets for pipes, walls, and other items arising from the construction and completion of the Work described in the specifications. 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 obstruction of the Work, or caused by obstructing streets, sidewalks, or other public way; and the Contractor shall give all requisite notices to public authorities.

1.7-14 PATENTS AND ROYALTIES

The Contractor shall indemnify and save the Water Works harmless against claims arising from alleged infringements of patents, copyrights, trademarks, trade secrets, or other intellectual property and royalties related to, or in any way arising from the Work performed under this Contract. Prices named in the Proposal shall include payment of royalties, if any.

1.7-15 RAILROAD CROSSINGS

The authority for construction of a project beneath, at grade, or above railroad tracks will have been previously secured by the Water Works. It shall be the Contractor's responsibility to contact the railroad company officials prior to beginning the Work on their right-of-way. 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 operation. Such Work may be subject to the inspection of the railroad's representative. The Contractor shall hold the Water Works harmless from damages resulting from his operations within railroad right-of-way or in the construction of railroad crossings.

1.7-16 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 that will be inoffensive to the public, and in compliance with the local sanitary regulations.

1.7-17 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of the Contract, or in exercising power or authority granted to Engineer thereby, there shall be no liability upon the Engineer or the Engineer's authorized assistants, either personally or as an official of the Water Works, it being understood that in such matters the Engineer acts as the agent and representative of the Board.

1.7-18 USE AND OCCUPANCY PRIOR TO COMPLETION OF CONTRACT

The Contractor shall complete portion or portions of the Work in such order of time as the Engineer may require. The Water Works shall have the right to use completed or partially completed portions of the Work, at any time, but such possession and use shall not be deemed as 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. When improvements are released to the Water Works for public use prior to final approval and acceptance, the Contractor will be relieved of the responsibility of damages due to the elements and to ordinary public use, but only on that portion so released and used. Such release by the Contractor to the Water Works for public use shall be directed in writing by the Engineer.

1.7-19 NON-WAIVER OF LEGAL RIGHTS

The Water Works 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 therefor, from showing the true amount and character of the Work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the Work or materials do not conform to the Contract.

The Water Works shall not be precluded or estopped notwithstanding such measurement, estimate, or certificate, and payment in accordance therewith, from recovering from the Contractor and Contractor's surety such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract. Neither the acceptance by the Water Works nor any of its representatives, nor any payment for acceptance of the whole or part of the Work, nor extension of time, nor possession taken by the Water Works shall operate as a waiver of any portion of the Contract, or powers herein reserved, or 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.

1.7-20 ARBITRATION

1.7-20.1 PROCEDURE. Where the Contractor deems that extra compensation is due for work or material not clearly covered in Contractor's Contract and not ordered by the Engineer as extra work, as defined herein, the Contractor shall notify the Engineer in writing of their intention to make claim for such extra compensation before Contractor begins the work on which the claim is based.

The Water Works shall be responsible for damages attributable to the performance, non-performance, or delay of any other contractor, governmental agency, utility, firm, corporation, or individual authorized to do work on the project, only when such damages result from negligence on the part of the Water Works, its Engineer, or any of its officers or employees. Where the Contractor deems that extra compensation is due from the Water Works as damages resulting from such performances, non-performances, or delays, the Contractor shall notify the Engineer in writing at the time the delay occurs.

If such notification is not given, or if after such notification is given the Engineer is not afforded facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the claim. The claim, when filed, shall be in writing and in sufficient detail to permit auditing and an intelligent evaluation by the Water Works. 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 persons having knowledge of the facts. In the event the claimant wishes an opportunity to present his claim in person, then the claim shall be accompanied by a written request to do so. Where the claimant asks an opportunity to present their claim in person, the Water Works, within thirty (30) days of the filing of the claim, shall fix a time and place for a meeting between the claimant and the Water Works, or its designated representative or representatives. The Water Works shall, within a reasonable time from the filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant, in writing, of its ruling together with the reason therefor. 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.

The Contractor shall not institute court action against the Water Works for the adjudication of claims until said claim has been first presented to the Water Works, pursuant to this article, and either submitted to arbitration or a request for arbitration is denied.

1.7-20.2 CLAIM. In the event a Contractor's claim, as outlined in the above procedure, has been disallowed in whole or in part, then the Contractor may, within thirty (30) days from the date the ruling of the Water Works is mailed to Contractor, make a written request to the Water Works that their claim or claims be submitted to a board of arbitration. The Water Works shall decide whether the matter is one which is subject to arbitration and shall, within thirty (30) days of the receipt of the request for arbitration, grant or deny the same. The Water Works' decision will be final.

Said board of arbitration shall consist of three persons: one to be chosen by the Water Works, one by the Contractor, and the third person shall be selected by the two arbitrators thus chosen.

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 involved in the controversy, or at the time of arbitration.

1.7-20.3 RULES. The board of arbitration shall make its own rules of procedure, and shall have authority to examine records kept by the Water Works and the Contractor. If the desired records are not produced within ten (10) 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 Water Works and the Contractor, and each shall have the opportunity to attend sessions of the arbitration board. In determining the findings or award, or both, the majority vote of the board shall govern. Copies of the findings or award, or both, signed by the arbitrators shall be filed with the Water Works and the Contractor. A unanimous report or minority report may be filed.

1.7-20.4 COSTS OF PROCEEDINGS. 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.

1.7-20.5 JURISDICTION. 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 which have not been allowed by the Water Works. Jurisdiction of the board 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.

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 negotiations 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 that party.

1.7-21 INSURANCE-CONTRACTOR'S LIABILITY

1.7-21.1 GENERAL. The Contractor shall purchase and maintain insurance to protect Contractor and the Owner.

Certificates of insurance shall be written by companies which hold an AM Best A-VII rating or higher and are licensed to do business in the state of Iowa. The selected companies must be satisfactory to the Owner.

Each certificate of insurance shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. Certificates of insurance shall be delivered to the Owner prior to start of operations.

Certificates of insurance shall be furnished to Owner accompanied by a Waiver of Subrogation endorsement for Workers' Compensation, per Project Aggregate endorsement for General Liability and Additional Insured endorsement shall apply to all liability policies except Workers' Compensation insurance prior to the commencing of work at the jobsite. An additional insured endorsement shall be provided with the certificate of insurance naming Owner, Owner's employees, and Owner's representatives as additional insureds for both ongoing operations and completed operations using ISO Form CG2010 or its equivalent with respect to any liability arising out of contractor's performance of the Work and ISO Form CG2037 or its equivalent with respects to completed operations under this Agreement.

An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted prior to the release of final payment described in Section 1.9-6.5 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 1.7-21.3-5. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

1.7-21.2 REQUIRED COVERAGE. The Contractor shall purchase and maintain insurance which will protect them from the following types of claims:

- 1.7-21.2-1** Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees;
- 1.7-21.2-2** Claims for damages because of bodily injury, sickness or disease, or death of any person other than their employees;
- 1.7-21.2-3** Claims for damages, insured by usual personal injury liability coverage, which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person;
- 1.7-21.2-4** Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- 1.7-21.2-5** Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle; and
- 1.7-21.2-6** Claims under workers' compensation, disability benefit, and other similar employee benefit acts.

Protection shall be provided whether the claim results from operations of the Contractor, subcontractors, employees of any of them, or anyone for whose acts any of them may be liable.

1.7-21.3 LIMITS OF LIABILITY. Policies for the insurance required by Section 1.7-21.2 shall be written for the limits of liability specified below. The insurance required by this Section shall be written for not less than the following limits of liability or for the limits of liability required by law, whichever coverage is greater.

- 1.7-21.3-1** General Liability: (including contractual, independent contractors, broad form property damage, personal injury, underground explosion, and collapse hazards)
Listing Owner as Additional Insured
\$1,000,000 Combined Single Limit per Occurrence
\$2,000,000 Aggregate per Project, endorsement to be included

Such liability insurance shall be primary and not contributing to any insurance available to Owner. Owner's insurance shall be in excess thereof. The Contractor shall provide copies of policies when requested by Owner.

- 1.7-21.3-2** Automobile Liability: (including all owned, non-owned, and hired automobiles)
\$1,000,000 Combined Single Limit
- 1.7-21.3-3** Workers' Compensation and Employers' Liability Insurance:
 - (a) Workers' Compensation insurance shall be provided as required by any applicable law or regulation. A waiver of subrogation endorsement is required.
 - (b) Employers' liability insurance shall be provided in the amount not less than:
 - 1) \$100,000 bodily injury for each accident.
 - 2) \$500,000 policy limit for each bodily injury by disease.
 - 3) \$100,000 each employee for bodily injury by disease.
- 1.7-21.3-4** Umbrella Liability: (applying directly in excess of above liability coverages)
\$5,000,000 Aggregate; \$5,000,000 Combined Single Limit
- 1.7-21.3-5** Coverages, whether written or an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

The coverage shall be maintained for three (3) years after final payment, with the total limits required herein. If requested by Owner, the Contractor shall furnish Certificates of Insurance verifying this coverage for the three (3) years after final payment.

- 1.7-21.4** **CONTRACTOR'S LIABILITY INSURANCE**. General liability coverage shall include Contractor's liability insurance applicable to the Contractor's obligations in the following subsections:

- 1.7-21.4-1** The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents, officers, and employees from and against claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor or subcontractors, or anyone directly or indirectly employed by them. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Section 1.7-21.4.

1.7-21.4-2 In claims against the Owner or the Engineer or their agents, officers, or employees by any employee of the Contractor, subcontractors, or anyone directly or indirectly employed by them, the indemnification obligation under Section 1.7-21.4 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or subcontractors under workers' compensation acts, disability benefit acts, or other employee benefit acts.

1.7-21.4-3 The obligation of the Contractor under Section 1.7-21.4 shall not extend to the liability of the Engineer, his agents, or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs, or specifications, or (b) the giving of or the failure to give directions or instructions by the Engineer, the Engineer's agents, or employees providing such giving or failure to give is the primary cause of the injury or damage.

1.7-21.5 CONTRACTOR'S INSURANCE FOR OTHER LOSSES. The Contractor shall maintain insurance to cover loss or damage to tools, machinery, equipment, or motor vehicles, used for the Work of the Contract, by the Contractor, his subcontractors, material men, or employees of them.

1.7-21.6 INSURANCE REQUIREMENTS FOR CONTRACTOR'S SUBCONTRACTORS. The Contractor shall use its best efforts to cause all of its subcontractors and its sub-subcontractors to procure and maintain insurance in like forms including, without limitation, the Additional Insured requirements naming Owner as additional insured, all as set forth above. The limits of liability on subcontractors' General Liability insurance policies shall be not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit for bodily injury and property damage); One Million Dollars (\$1,000,000) for personal injury liability; Two Million Dollars (\$2,000,000) aggregate for products-completed operations; and Two Million Dollars (\$2,000,000) general aggregate per project.

Certificates and Additional Insured Endorsements from subcontractors must be provided prior to the Contractor and its subcontractors entering the jobsite.

In the event any subcontractor cannot maintain insurance in like forms and amounts, Contractor shall notify Owner, in writing of the same, and advise Owner of the form and amount of insurance maintained by subcontractor. Contractor must obtain Owner's written approval of any subcontractor who cannot comply with the insurance requirements set forth herein.

1.7-21.7 BUILDERS RISK INSURANCE. The Owner will purchase Builders Risk Insurance to provide coverage for loss or damage to the structure on which the Work of the Contract is to be done or to materials and supplies necessary for the Work. The Contractor will be required to pay the deductible of \$1,000 per occurrence for claims against this policy, which are the result of Contractor's operations.

1.7-21.8 NOTIFICATION IN EVENT OF LIABILITY OR DAMAGE. The Contractor shall immediately notify the Owner, in writing, upon the occurrence of any event covered by Section 1.7-21. This notice shall describe the event, give the cause, as far as it can be determined, provide an estimate of loss or damage, list the witnesses, if any, and state the amount of claim.

1.7-21.9 WAIVER OF SUBROGATION. The Owner and Contractor waive all rights against (a) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other and (b) the Engineer, Engineer's consultants, separate contractors if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section 1.7-21.7 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary.

The Owner or Contractor, as appropriate, shall require of any employee of the Owner, 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.

1.7-22 EQUAL EMPLOYMENT OPPORTUNITY

In accepting this Contract, the Contractor agrees not to commit the following unlawful employment practices, and to include this non-discrimination clause in subcontracts connected with the performance of this Contract:

To refuse to hire, employ, to bar, or to discharge from employment any individual because of their race, color, creed, religion, sex, age, national origin, disability, sexual orientation, or any other basis protected by law.

To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, creed, religion, sex, age, national origin, disability, sexual orientation, or any other basis protected by law.

To use any form of application for employment, or to make any inquiry in recruiting or advertising for employees which request their race, color, creed, religion, sex, age, national origin, disability, sexual orientation, or any other basis protected by law of any individual.

To discharge, expel, or otherwise discriminate against any individual because they have opposed practices forbidden under this section or because they have filed a complaint, testified, or assisted in any proceeding under this section of the Contract.

1.7-23 MAINTAINING POSTAL SERVICE

It shall be the Contractor's responsibility to contact the U.S. Postal Service for their requirements and to maintain postal service in accordance with the instructions of the Postal Service. The Contractor shall be responsible for moving mail boxes to temporary locations designated by the Postal Service; and at the completion of the Work, the Contractor shall replace them in a location and condition satisfactory to the Postal Service.

In cases where the posts upon which the box or boxes are fastened are in such condition that they cannot be reset, the Contractor shall furnish posts for this service. Costs incurred in this work shall be considered as incidental to the construction Contract unless otherwise provided in the Proposal or specifications.

1.7-24 JURISDICTION

In accepting this Contract, the Contractor agrees that any action in court against the Contractor, or Sureties on his bond, because of damages to property or individuals by said Contractor, or his workmen, or because of the violation of provisions of the specifications, or on account of the failure of the Contractor to fully comply with these provisions, may be brought in the District Court of the State of Iowa, in and for Polk County.

1.7-25 SMOKING POLICY

The Contractor shall comply with the Iowa Smoke Free Air Act. The Contractor shall also comply with the Owner's Smoke Free Air Policy which includes the following provisions:

1.7-25.1 PROHIBITED SMOKING AREAS. Smoking is prohibited in the following areas:

- (a) Inside all Owner buildings and physical structures.
- (b) Inside all Owner-licensed vehicles.
- (c) Outdoor areas around all Owner structures or facilities as defined hereinafter, excluding designated employee parking areas.
- (d) Outdoor areas where members of the general public assemble to witness entertainment events.

1.7-25.2 DEFINITION OF OUTDOOR AREAS. The following definitions of outdoor areas surrounding structures shall apply:

- (a) Fleur Drive Operations Center – the area within the fence surrounding the treatment plant and associated buildings.
- (b) General Office Building – the area bordered by the levee on the north and east, George Flagg Parkway on the south and the Water Works Park road west of the parking lot.
- (c) Botanical Center – the area bordered by Robert Ray Drive, the parking lot, and the hillside north and east of the Botanical Center structure.
- (d) L.D. McMullen Water Treatment Facility – the area within the fence surrounding the treatment plant and associated buildings.
- (e) Other buildings and facilities including wells, pumping stations, water towers, shelter houses, restrooms, and other similar facilities – the area of the facility, plus an area within ten feet of the approach to a building, structure or fenced area.

1.7-25.3 PERMITTED SMOKING AREAS. Smoking will be permitted in designated Owner employee parking areas only prior to and after working hours or during breaks and lunch periods. The designated Owner employee parking area where smoking will be permitted at the General Office Building is the parking area east of the building. Smoking will be allowed in all other outside employee designated parking areas at other Owner locations.

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GENERAL PROVISIONS AND COVENANTS

SECTION 8

PROSECUTION AND PROGRESS OF THE WORK

1.8-1 WORK SCHEDULE

After being awarded the Contract, if requested by the Engineer, the Contractor shall immediately prepare and submit to the Engineer for approval a progress schedule which 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 order of the Engineer, and to carry out the schedule to completion of the Contract within the time specified.

1.8-2 NOTICE TO PROCEED

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 on account of 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.

1.8-3 CONTRACT TIME

The time for completion of the Contract shall be the number of consecutive calendar days, the number of working days, or the date as specified in the official publication, the Proposal, and the Notice to Proceed, plus or minus whatever adjustments may be provided for herein. The Contractor acknowledges that if Contractor fails to complete the Contract in said time, liquidated damages will be assessed against Contractor as specified in Section 1.8-9 entitled, "Liquidated Damages".

1.8-4 WORKING DAY

1.8-4.1 DEFINED. A working day shall be any day other than a legal holiday, Saturday, or Sunday, on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the Contract, unless work is suspended for causes beyond the Contractor's control. Saturdays, Sundays, and holidays on which the Engineer authorizes the Contractor's forces to engage in regular work requiring the presence of an Inspector will be considered as working days.

1.8-4.2 WEEKLY RECORD OF WORKING DAYS OR CALENDAR DAYS. The Engineer will furnish the Contractor a weekly statement showing the number of working days or calendar days charged to the Contract for the preceding week, the number of working days or calendar days specified for completion of the project, the number of working days or calendar days remaining to complete the Contract, and the revised date for completion.

Objection by the Contractor to such weekly decisions shall be deemed waived, and shall not thereafter be made the basis of any claim, unless the Contractor shall, within seven (7) days after receipt of such notice, file with the Engineer a written protest setting forth Contractor's objections and reasons. If the Contractor's objection to the working day or calendar day count is made on the grounds that the Contractor was unable to work due to causes beyond Contractor's control, the Contractor shall state the reasons in writing, furnish proof to establish Contractor's claim, and state the approximate number of days Contractor estimates he was delayed. The Engineer shall then judge the number of working days or calendar days to be charged under the Contract.

1.8-5 TEMPORARY SUSPENSION OF WORK

When, in the judgment of the Engineer, unfavorable weather makes it impractical to secure acceptable results, or other conditions warrant an order to suspend work, the Engineer shall issue to the Contractor a written order to suspend work wholly, or on any part of the Contract. When conditions are again favorable for prosecution of the Work, the Engineer shall issue to the Contractor a written order to resume the suspended Work. Orders to suspend work will not be written for short intermittent shutdowns due to weather conditions. The Contractor shall take every precaution to prevent damage or unreasonable deterioration of the Work during the time of suspended operations.

1.8-6 EXTENSION OF TIME

1.8-6.1 ALLOWANCES FOR DELAYS. The Contractor expressly covenants and agrees that in undertaking to complete the Work within the contract time, the Contractor has taken into consideration and made allowance for all the ordinary delays and hindrances incidental to conditions as hereinafter provided.

1.8-6.2 REQUEST FOR EXTENSION OF TIME. Whenever the Contractor becomes aware of the inability to finish within the contract period, the Contractor shall request an extension in writing. This shall be done at least two (2) weeks prior to the completion date to allow for Board action before termination. The submission of a request for extension of time shall not guarantee that such extension will be granted. The following items may be justification for extension of time.

1.8-6.2-1 WEATHER. Extension of time due to conditions of weather, times, and seasons, or conditions at the site so unusual as not to be reasonably anticipated, as determined by the Engineer, may be requested. An average or usual number of inclement days when work cannot proceed are to be anticipated during the construction period and are not to be considered as warranting extension of time.

1.8-6.2-2 OTHER CONTRACTORS. An extension of time may be requested for delays caused by the non-completion of essential work of other contractors, provided such non-completion is the sole and only cause of delay, and where the Contractor has on the site of the Work, plant, material, and labor available as necessary to proceed with the Work.

1.8-6.2-3 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.

1.8-6.2-4 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 which is beyond the control of the Contractor or where the Contractor has taken in good faith all steps made available by law to resolve the causes thereof and to terminate such work stoppage.

1.8-6.2-5 ACTS BY U.S. GOVERNMENT. An extension of time caused by any act taken by the United States Government which would affect fabrication or delivery of materials or equipment to the Work.

1.8-6.2-6 COURT PROCEEDINGS. An extension of time may be requested for delays caused by court proceedings.

1.8-6.2-7 OTHER DELAYS. An extension of time may be requested for other delays encountered by the Contractor which are beyond the Contractor's control and which make it impossible for the Contractor to complete the Contract within the specified time.

1.8-7 DELAYS CAUSED BY THE WATER WORKS

If the Water Works or its agents should cause a delay in 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 Water Works may deem proper to compensate the Contractor for such delay.

1.8-8 CHANGE ORDERS

1.8-8.1 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.

1.8-8.2 EMERGENCY WORK. The Engineer shall also have authority to give oral orders for extra work in an emergency endangering life or property. Change Orders for emergency work shall be drafted as soon as possible.

1.8-8.3 WRITTEN ORDERS. Otherwise, no change shall be made in the Contract, the plans, the specifications, or requirements, unless ordered in writing by the Engineer. Written Change Orders shall have explicit instructions, shall include agreed upon time extension, and shall detail the amount of additional or deducted cost. Change Orders shall be dated and signed by the Director of Engineering, the CEO and General Manager, and the Contractor. One copy of each Change Order shall be filed with the Contractor or Contractor's representative, and one copy shall be filed with the Water Works.

1.8-8.4 LIMIT OF AUTHORITY. The authority of the General Manager and the Engineer to approve Change Orders shall be limited to that level authorized by the Board. Change Orders for work to cost more than that Board authorized level shall be approved by the Board prior to the commencement of the Work.

1.8-9 LIQUIDATED DAMAGES

Time is of the essence to the Contract. As delay in the diligent prosecution of the Work will inconvenience the public, obstruct traffic, interfere with business, and increase costs to the Water Works such as engineering, administration, and inspection, it is important that 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, a deduction at the rate specified in the Contract Documents will be made for each and every calendar day or working day, whichever is specified, that such Contract remains incomplete after the end of the Contract time.

The said amount specified in the specifications is hereby agreed upon as liquidated damages for loss to the Water Works and to the public due to obstruction of traffic, interference with business, and increased costs to the Water Works such as engineering, administration, and inspection after the expiration of the Contract time or extensions thereof. Such liquidated damages may be deducted from any money due or to become due the Contractor under this Contract, and the Contractor and Contractor's Surety shall be liable for liquidated damages in excess of the amount due the Contractor.

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Contract time or extensions thereof, shall in no way operate as a waiver on the part of the Water Works of its rights under this Contract.

1.8-10 CONTRACTOR'S EMPLOYEES

1.8-10.1 SUPERINTENDENT. Work under the Contract shall be performed under the continuous supervision of competent personnel thoroughly experienced in the class of work specified.

Prior to beginning the 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 to 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 to 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 which is not covered on the plans or in the specifications.

The lack of proper supervision by the Contractor or by Contractor's supervisory personnel shall be just cause for termination of the Contract, as set forth in Section 1.8-12.

1.8-10.2 WORKERS. The Contractor shall employ competent and efficient workers for every kind of work. The Water Works reserves the right to suspend 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 considered incompetent, negligent, unfaithful, insubordinate, or disorderly, and such person shall immediately be suspended or discharged by the Contractor whenever so directed by the Engineer.

The Contractor's workers shall comply with Water Works' dress and personal protective equipment requirements. A shirt, shoes (sandals, thongs, or other footwear not fully covering the foot not allowed), and full-length pants must be worn at work and break times. Personal protective equipment such as hard hats and ear and eye protection shall be worn in posted areas. These requirements are not intended to supersede requirements by the Contractor which may be more stringent.

1.8-10.3 SAFETY REPRESENTATIVE. The Contractor's representative who is responsible for safety shall be designated, in writing, to the Water Works.

1.8-10.4 WATER WORKS EMPLOYEES. The Contractor shall not employ or hire employees of the Water Works without confirmation of the Engineer.

1.8-11 SUBLETTING OR ASSIGNMENT OF CONTRACT

1.8-11.1 WORK BY CONTRACTOR. The Contractor shall perform, with Contractor's own organization, work amounting to not less than fifty (50) percent of the total contract cost, except that items designated in the Contract as "Specialty Items" may be performed by subcontract, and the cost of such "Specialty Items" may be deducted from the total costs before computing the amount of work required to be performed by the Contractor with Contractor's own organization. Items that have been selected as "Specialty Items" for the Contract will be listed as such in the specifications.

1.8-11.2 PERMISSION TO SUBLET. The Contractor shall not sublet, assign, or otherwise dispose of any portion of the Contract without a written "Permission to Sublet" order signed by the Engineer, and approved by the General Manager. Requests for permission to sublet, assign, or otherwise dispose of any portion of the Contract shall be in writing and shall name the organization which will perform the Work. When requested by the Engineer, the Contractor shall provide a written report showing that the organization which will perform the Work is particularly experienced and equipped for such Work. Consent to sublet, assign, or otherwise dispose of any portion of the Contract shall not be construed to relieve the Contractor of responsibility for the fulfillment of the Contract or create any contractual relationship between the subcontractor and the Water Works.

1.8-12 TERMINATION OF CONTRACT

1.8-12.1 BREACH OF CONTRACT. If the Contractor fails to begin work at the time specified, persistently disregards laws, ordinances, or instructions of the Engineer, or repeatedly fails to provide sufficient personnel, equipment, or materials to ensure the proper completion of the Work, or performs the work unsatisfactorily, or neglects or refuses to perform anew work that has been rejected as defective and unsuitable, or discontinues the prosecution of the Work without authorization by the Water Works, or becomes insolvent or declares bankruptcy or commits any act of bankruptcy or insolvency, or allows final judgment to stand against the Contractor unsatisfied for a period of ten (10) days, the Water Works may give a notice, in writing, by certified mail to the Contractor and Contractor's Surety of such breach.

1.8-12.2 COMPLETION OF WORK. If the Contractor or Contractor's Surety, after such notice, does not proceed within a reasonable time to take over and complete the Work under the orders of the Engineer, then the Water Works, because of the breach of contract, shall have full power and authority, without violating the Contract or bond, to take over the completion of the Work, to appropriate or use 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 Water Works' opinion may be required for the completion of said Contract in an acceptable manner.

1.8-12.3 LIABILITY. The Contractor and Contractor's Surety shall be liable for costs, charges, and damages incurred by the Water Works, together with the costs of completing the Work, and such costs may be deducted from monies due or which may become due to the Contractor. In case the expense incurred by the Water Works is less than the sum which 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 expense exceeds the sum which would have been payable under the Contract, then the Contractor and Contractor's Surety shall be liable and shall pay to the Water Works the amount of said excess.

1.8-13 SAFETY

The Work shall be performed in accordance with the Iowa Occupational Safety and Health Standards for the Construction Industry which incorporates by reference 29 CFR 1926. Nothing indicated in these specifications and detail plans shall relieve the Contractor from complying with appropriate safety regulations.

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SECTION 9

MEASUREMENT AND PAYMENT

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SECTION 9

MEASUREMENT AND PAYMENT

1.9-1 MEASUREMENT

If determination of quantities of work performed under the Contract is necessary, such determination 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. Items will be computed in the units shown in the Proposal.

1.9-2 SCOPE OF PAYMENT

The Contractor shall receive and accept the compensation provided for 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 Contract, except as may be modified by Change Orders, as full payment for furnishing labor, equipment, tools, and materials; for performing work contemplated and embraced under the Contract; for loss or damage arising out of the nature of the Work or from the action of the elements; for expenses incurred by, or in consequence of, the suspension or discontinuance of said prosecution of the Work, or from unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work; and for risks of every description connected with the prosecution of the Work until the final acceptance of the Work by the Water Works.

Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of obligation to make good any defective work or material. Payment will be made only for materials actually incorporated into the Work. The unit contract prices for the various bid items of the Contract shall be full compensation for 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 plans and specifications shall provide otherwise.

1.9-3 PAYMENT FOR CHANGE ORDERS

1.9-3.1 AUTHORITY. 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 1.8-8.

1.9-3.2 METHOD. Payment for extra work shall be made in one or more of the following ways as determined by the Contract between the parties to the Contract prior to the starting of the work.

1.9-3.2-1 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.

1.9-3.2-2 SUPPLEMENTAL SCHEDULE. By supplemental schedule of prices to include costs of equipment, material, labor, supervision, management, insurance, overhead, and incidentals, said schedule to be submitted by the Contractor upon request of the Engineer and accepted by the Water Works.

1.9-3.2-3 LUMP SUM. By an acceptable lump sum Proposal from the Contractor.

1.9-4 PARTIAL PAYMENTS

- 1.9-4.1 LIMITS.** If partial payments are provided for in the specifications, they shall be made for work and labor performed and materials furnished based on the progress estimates made by the Engineer. Payments so authorized will be made monthly. Materials purchased and not installed must be stored on the project site and invoices furnished to Owner at the time request for payment is made. Payment for materials stored on site will be in the amount of the invoices only. Payments will be made within thirty (30) days of receipt of a request for payment approved by the Engineer.
- 1.9-4.2 RETENTION.** There will be reserved and retained for the period prescribed by law, from monies earned by the Contractor, as determined by such partial estimates, a sum equal to five (5) percent of such estimates.
- 1.9-4.3 PROGRESS ESTIMATES.** Quantities used for progress estimates shall be considered as only approximate and provisional, and shall be subject to recalculation, adjustment, and correction by the Engineer in subsequent progress estimates and in final estimates. Inclusion of quantities in progress estimates, or failure to disapprove the work at the time of progress estimates, shall not be construed as acceptance of the corresponding work or materials.

1.9-5 LUMP SUM BREAKDOWNS

If the Contract is based on a lump sum price bid, or contains one or more lump sum price items for which progress payments are to be made, the Contractor shall prepare and submit a breakdown estimate to the Engineer for approval covering each lump sum price item. The breakdown estimate shall show the estimated value of each kind or item of work. The sum of the lump sum price items listed in the breakdown estimates shall equal the contract lump sum price or prices. Overhead and profit shall not be listed as separate items.

The breakdown estimate shall be approved by the Engineer before 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.

1.9-6 ACCEPTANCE AND FINAL PAYMENT

- 1.9-6.1 BASIS.** Final payment will be based on the actual final total amount of the work that is accomplished under the Contract. Under no circumstances or conditions will the Contractor be paid for work which is not actually included in the improvement.
- 1.9-6.2 FINAL ESTIMATE.** The Engineer shall, after satisfied that the Work has been finally and fully completed in accordance with the Contract, make a final estimate of the amount of work done and the value thereof.
- 1.9-6.3 ACCEPTANCE DEFINED.** 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 plans and specifications. Said final acceptance is stipulated to mean a written acceptance by the Board.
- 1.9-6.4 CERTIFICATE OF COMPLETION.** 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 Board, shall constitute final acceptance of the work and materials included in the Contract on the date of such approval, subject to the provision that such approval and acceptance shall not constitute an acceptance of unauthorized work and that no approval, acceptance, or payment shall constitute an acceptance of unauthorized or defective work or improper material.

1.9-6.5 FINAL PAYMENT. Final payment in accordance with the designated plan shall be made following the expiration of statutory time for filing claims, or following the adjudication of release of claims. Payment of the retained percentage shall be withheld for a period of thirty (30) days following the final acceptance by the Board.

At the expiration of said thirty (30) days and in the event no claims, as provided by law, have been filed against such funds the retained percentage shall be paid to the Contractor.

In the event that at the end of said thirty (30) day period claims are on file as herein provided, the Water Works shall continue to retain from said unpaid funds a sum not less than double the total amount of all claims on file. Interest will accrue if final payment is not made until after fifty (50) days.