

**MERIWETHER PARK IMPROVEMENTS  
FORT DODGE, IOWA  
PROJECT NO. 123.0892.01**

Prepared by:

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MERIWETHER PARK IMPROVEMENTS  
FORT DODGE, IOWA  
S&A PROJECT NO. 123.0892.01

**The following documents are a part of this contract:**

BIDDING INFORMATION AND CONTRACT DOCUMENTS

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STANDARD SPECIFICATIONS

The 2023 edition of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, the Iowa Department of Transportation (Iowa DOT) Standard Specifications (where applicable), and the Iowa DOT Materials I.M.s (where applicable), shall apply to all work performed on this project unless otherwise noted herein, or within the City of Fort Dodge Supplemental Specifications or Special Provisions included in the Contract Documents.

SUPPLEMENTAL SPECIFICATIONS

The following technical specification sections represent specialty work and are to override or supplement any SUDAS requirements.

- 32 23 00 Excavation and Earthwork
- 31 25 00 Erosion and Sediment Control
- 32 12 00 Flexible Pavement
- 32 13 13 Concrete Paving
- 32 31 13 Chain Link Fencing
- 32 92 00 Seeding and Soil Supplements
- 33 41 00 Sub-Surface Drainage System

BIDDING INFORMATION AND CONTRACT DOCUMENTS

SPECIAL PROVISIONS

## TECHNICAL SPECIFICATIONS

**NOTICE TO BIDDERS**  
JURISDICTION OF CITY OF FORT DODGE PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the ***City of Fort Dodge*** on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at ***6:00 P.M.*** on ***February 12th, 2024***, in said **Fort Dodge City Hall at 819 1<sup>st</sup> Avenue South, Fort Dodge, Iowa.**

Sealed bids for the work comprising each improvement as stated below must be filed before ***10:00 A.M.*** on ***February 6th, 2024***, in the office of the **City Clerk of City of Fort Dodge, Iowa.** Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened, and bids tabulated at ***10:00 A.M.*** on ***February 6th, 2024***, in the **Fort Dodge Council Chambers** for consideration by the **City of Fort Dodge** at its meeting on ***February 12th, 2024.***

Pre-Bid Conference

A **pre-bid conference** will not be held for this project. Potential bidders are encouraged to visit the site and become familiar with the existing condition for bidding purposes.

Contract Documents

The contract documents may be examined at the **City of Fort Dodge, Office of City Clerk at City Hall.** Electronic contract documents are available at no cost by clicking on the “Bids” link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing the **MERIWETHER PARK IMPROVEMENTS** on the left. Project information, engineer’s cost opinion, and plan holder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

Preference of Products and Labor

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

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

## General Nature of the Public Improvement

### **MERIWETHER PARK IMPROVEMENTS, PROJECT # 123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9<sup>th</sup> streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8' high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration, and other associated improvements.

### Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured 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; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The **CITY OF FORT DODGE** reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

### Performance, Payment and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by **CITY OF FORT DODGE** and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless **CITY OF FORT DODGE** from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

### Title VI Compliance

The **CITY OF FORT DODGE**, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Commencement of Work

Work on the improvement shall be commenced any time after the after a written Notice to Proceed is issued, no later than **February 19th, 2024**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur the week of **February 19<sup>th</sup>, 2024**.

Completion of Work

Work on the project shall be substantially complete by July 15<sup>th</sup>, 2024, with all the improvements associated Meriwether Park completed for the Owner's use. Final Completion of all project work, including site restoration, punch-list items, and close-out procedures, shall be completed by July 31<sup>st</sup>, 2024.

Should the contractor fail to complete the work in this timeframe, liquidated damages of **One Thousand dollars (\$1,000.00)** per calendar day will be assessed for work not completed within the designated contract term.

The **CITY OF FORT DODGE** does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the **CITY OF FORT DODGE**

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City Clerk  
**CITY OF FORT DODGE**

**NOTICE OF HEARING**

**NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE CITY OF FORT DODGE.**

Public Notice is hereby given that at ***6:00 P.M. on the 12th day of February, 2024***, the **City Council of the City of Fort Dodge, Iowa** will, in the **Fort Dodge City Hall at 819 1<sup>ST</sup> Avenue South, Fort Dodge, IA**, hold a hearing whereat said ***Council*** will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the **MERIWETHER PARK IMPROVEMENTS** and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

General Nature of the Public Improvement

**MERIWETHER PARK IMPROVEMENTS, PROJECT # 123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9<sup>th</sup> streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8' high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration, and other associated improvements.

At said hearing, the **City Council** will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the **Office of the City Clerk of the City of Fort Dodge, Iowa at City Hall**, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the **City Council of the City of Fort Dodge, Iowa**

City Clerk  
City of Fort Dodge

Published in **The Messenger** on \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## INSTRUCTIONS TO BIDDERS

Project Name: **MERIWETHER PARK IMPROVEMENTS**

The work comprising the above referenced project shall be constructed in accordance with the construction plans and the 2023 edition of the SUDAS Standard Specifications, and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### I. BID SECURITY

The bid security must be in the minimum amount of **10%** of the total bid amount including all alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured 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; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to **City of Fort Dodge, Iowa**. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

### II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices, including Bid Alternate
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	TSB Provisions _____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL**

**PROPOSAL: PART A – SCOPE**

The City of Fort Dodge, Iowa, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**PROJECT DESCRIPTION:**

**MERIWETHER PARK IMPROVEMENTS, PROJECT #123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9<sup>th</sup> streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8’ high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration and other associated improvements.

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

and certifies that said addenda were utilized in the preparation of this bid.

**PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES**

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The bidder must submit bids for all Alternates. The Total Construction Cost plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total Construction Cost, including the sum of any selected Alternates, shall be used for determining the sufficiency of the bid security.

**PROPOSAL: PART D – GENERAL**

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete MERIWETHER PARK IMPROVEMENTS; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000) for each calendar day thereafter that the work remains incomplete.

**PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

**PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

**PROPOSAL: PART G – IDENTITY OF BIDDER**

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

The Bidder shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_\_ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

\_\_\_\_\_ Bidder

\_\_\_\_\_ Signature

By \_\_\_\_\_ Name (Print/Type)

\_\_\_\_\_ Title

\_\_\_\_\_ Street Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Telephone Number

**Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above**

\_\_\_\_\_ Name

\_\_\_\_\_ Title

**NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

## PROPOSAL

### PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), Bid Alternate Item Price(s), and the Total of the Total Construction Cost plus the total of the individual Bid Alternate in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternate selected by the Jurisdiction shall be used only for comparison of bids. The bidder must submit bids for all alternates to be deemed responsive. The total of the Total Construction Cost plus the sum of any selected Alternates shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
<b>DEMOLITION</b>					
1.1	Mobilization	LS	1	\$	\$
1.2	Fence Removal (10' & 12' Ht.)	LF	430	\$	\$
1.3	Remove Benches	EA	2	\$	\$
1.4	Remove/Dispose Existing Basketball Hoops	EA	4	\$	\$
1.5	Pavement Removal (+/- 6" Depth)	SY	1700	\$	\$
1.6	Tree Removal / Clear & Grub Stumps	LS	1	\$	\$
<b>EARTHWORK</b>					
2.1	Earthwork	LS	1	\$	\$
2.2	Erosion Control	LS	1	\$	\$
<b>PAVEMENTS &amp; FENCING</b>					
3.1	6" HMA Pavement with 6" Granular Base	SY	1450	\$	\$
3.2	Color Surfacing, Custom Pattern, and Court Markings (per court)	EA	2	\$	\$
3.3	5" Depth PCC Sidewalk Connections	SY	50	\$	\$
3.4	3' Wide 6" Depth PCC Band at Fence Perimeter	SY	140	\$	\$
3.5	8' Ht. Black Vinyl Coated Chain Link Fence	LF	410	\$	\$
3.6	8' Ht. Fence Privacy Screen	LF	120	\$	\$
<b>SITE UTILITIES</b>					
4.1	Drinking Fountain and 1" Service with Valve	EA	1	\$	\$
4.2	Conduit to Score Table Locations	LS	1	\$	\$
<b>SITE AMENITIES</b>					
5.1	Webcoat Player Bench (10' with Backrest)	EA	4	\$	\$
5.2	Sideline Bleachers (3 Row, 12' Length)	EA	4	\$	\$
5.3	Score Tables	EA	2	\$	\$
5.4	Basketball Hoops	EA	4	\$	\$
<b>LANDSCAPING</b>					
6.1	Limestone Boulders/Outcropping	LS	1	\$	\$
<b>SITE RESTORATION</b>					
7.1	Seeding, Lawn 90/30 w Hydromulch	AC	0.5	\$	\$
				<b>BASE BID TOTAL \$</b>	

## Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

## Bidder Status Form

### To be completed by all bidders

### Part A

Please answer "Yes" or "No" for each of the following:

- Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*
- Yes  No My company has an office to transact business in Iowa.
- Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

### To be completed by resident bidders

### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
*(mm/dd/yyyy)* City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
*(mm/dd/yyyy)* City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
*(mm/dd/yyyy)* City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

### To be completed by non-resident bidders

### Part C

- Name of home state or foreign country reported to the Iowa Secretary of State:  
\_\_\_\_\_
- Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
- If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.  
\_\_\_\_\_  
\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

### To be completed by all bidders

### Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## CONTRACT PROVISION

### Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

#### 1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

#### 2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### 3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority  
Targeted Small Business Certification Program  
200 East Grand Avenue  
Des Moines, IA 50309  
Phone: (515-348-8150)  
Website: <https://iowaeconomicdevelopment.com/tsb>

#### 4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### 5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-8150) to identify potential material suppliers, manufactures and contractors.
- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

## TSB Affirmative Action Responsibilities

- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

## 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

### A. The bidder may count:

- (1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers;  
or
- (2) Work to be subcontracted to a TSB; or
- (3) Any other commercially useful function.

### B. The contractor may count:

- (1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- (2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- (3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- (4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

## 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

- (1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- (2) Date of the contract.
- (3) Whether or not a TSB bid/quotation was received.
- (4) Whether or not the TSB's bid/quotation was used.
- (5) The dollar amount proposed to be subcontracted.

### B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

## TSB Affirmative Action Responsibilities

### C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- (1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- (2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- (3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- (4) Were initial solicitations of interested TSBs followed up?
- (5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- (6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- (7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- (8) Were services used of minority community organization, minority contractors' groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

### 8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C. of this document prior to the contract award.

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

**TARGETED SMALL BUSINESS (TSB)  
PRE-BID CONTACT INFORMATION**

County \_\_\_\_\_

City \_\_\_\_\_

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_ List items by name to be subcontracted:

**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_, as Oblige, (hereinafter referred to as “the Jurisdiction”), in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), or 10% percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

**MERIWETHER PARK IMPROVEMENTS, PROJECT #123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9<sup>th</sup> streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8’ high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration and other associated improvements.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Webster County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a 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 material 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 Jurisdiction 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 \_\_\_\_\_, 20\_\_\_\_\_.

SURETY:

PRINCIPAL:

By \_\_\_\_\_  
 Surety Company

By \_\_\_\_\_  
 Signature Attorney-in-Fact/Officer

\_\_\_\_\_  
 Printed Name of Attorney-in-Fact/Officer

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company Telephone Number

By \_\_\_\_\_  
 Bidder

By \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal.

CONTRACT NO. 123.0892.01

DATE \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into at City of Fort Dodge, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Fort Dodge by its Mayor upon order of its City Council hereinafter called the "Jurisdiction," and \_\_\_\_\_, hereinafter called the "Contractor."

**WITNESSETH:**

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**MERIWETHER PARK IMPROVEMENTS, PROJECT #123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9th streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8' high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration and other associated improvements.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the MERIWETHER PARK IMPROVEMENTS; and to pay liquidated damages for noncompliance with said completion provisions as follows:

Completion of Work

Work on the improvement shall be commenced any time after the after a written Notice to Proceed is issued, no later than February 15th, 2024, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur the week of February 15th, 2024.

Work on the project shall be substantially complete by July 15<sup>th</sup>, 2024, with Meriwether Park ready for use. Final Completion of all project work, including site restoration, punch-list items and close-out procedures, shall be completed by July 31<sup>st</sup>, 2024.

Should the contractor fail to complete the work in this timeframe, liquidated damages of **One Thousand dollars (\$1,000.00)** per calendar day will be assessed for work not completed within the designated contract term.

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

JURISDICTION

CONTRACTOR

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Contractor

(Seal)  
ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20 \_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES**

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>BASE BID</b>					
<b>DEMOLITION</b>					
1.1	Mobilization	LS	1	\$	\$
1.2	Fence Removal (10' & 12' Ht.)	LF	430	\$	\$
1.3	Remove Benches	EA	2	\$	\$
1.4	Remove/Dispose Existing Basketball Hoops	EA	4	\$	\$
1.5	Pavement Removal (+/- 6" Depth)	SY	1700	\$	\$
1.6	Tree Removal / Clear & Grub Stumps	LS	1	\$	\$
<b>EARTHWORK</b>					
2.1	Earthwork	LS	1	\$	\$
2.2	Erosion Control	LS	1	\$	\$
<b>PAVEMENTS &amp; FENCING</b>					
3.1	6" HMA Pavement with 6" Granular Base	SY	1450	\$	\$
3.2	Color Surfacing, Custom Pattern, and Court Markings (per court)	EA	2	\$	\$
3.3	5" Depth PCC Sidewalk Connections	SY	50	\$	\$
3.4	3' Wide 6" Depth PCC Band at Fence Perimeter	SY	140	\$	\$
3.5	8' Ht. Black Vinyl Coated Chain Link Fence	LF	410	\$	\$
3.6	8' Ht. Fence Privacy Screen	LF	120	\$	\$
<b>SITE UTILITIES</b>					
4.1	Drinking Fountain and 1" Service with Valve	EA	1	\$	\$
4.2	Conduit to Score Table Locations	LS	1	\$	\$
<b>SITE AMENITIES</b>					
5.1	Webcoat Player Bench (10' with Backrest)	EA	4	\$	\$
5.2	Sideline Bleachers (3 Row, 12' Length)	EA	4	\$	\$
5.3	Score Tables	EA	2	\$	\$
5.4	Basketball Hoops	EA	4	\$	\$
<b>LANDSCAPING</b>					
6.1	Limestone Boulders/Outcropping	LS	1	\$	\$
<b>SITE RESTORATION</b>					
7.1	Seeding, Lawn 90/30 w Hydromulch	AC	0.5	\$	\$

**BASE BID TOTAL \$** \_\_\_\_\_

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal" and \_\_\_\_\_, as Surety are held and firmly bound unto \_\_\_\_\_ City of Fort Dodge \_\_\_\_\_, as Obligee (hereinafter referred to as "the Jurisdiction"), 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 or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**MERIWETHER PARK IMPROVEMENTS, PROJECT #123.0892.01**

The MERIWETHER PARK IMPROVEMENTS project is located on 10th Avenue Southwest between 8th and 9<sup>th</sup> Streets. The project will consist of the removal and replacement of existing basketball courts. Removals include existing pavements, basketball goals and equipment, chain-link fencing, trees, and sidewalks. Proposed features include HMA pavement, basketball court custom surface color and striping, 8' high black vinyl chain-link fencing, PCC pavement, water service and drinking fountain, basketball goals, site restoration and other associated improvements.

I will faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, \_\_\_\_\_ the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein

the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 2 years from the date of acceptance of the work under the Contract;
  - B. To keep all work in continuous good repair; and,
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
  
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Webster County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

**NOTICE TO PROCEED**

PROJECT: MERIWETHER PARK IMPROVEMENTS

OWNER: CITY OF FORT DODGE, IOWA      DATE: February 19<sup>th</sup>, 2024

TO: Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated **February 12th, 2024**; on or before **March 1<sup>st</sup>, 2024**, and you are to complete the work as follows:

Work on the project shall be substantially complete by **July 15<sup>th</sup>, 2024**, with the Basketball Courts ready for use. Final Completion of all project work, including site restoration, punch-list items and close-out procedures, shall be completed by **July 31<sup>st</sup>, 2024**.

Should the contractor fail to complete the work in this timeframe, liquidated damages of One Thousand dollars (\$1,000.00) per calendar day will be assessed for work not completed within the designated contract term.

On behalf of the City of Fort Dodge

SNYDER & ASSOCIATES, INC

By: \_\_\_\_\_

Title: PROJECT ENGINEER

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ of

\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_

SPECIAL PROVISIONS  
FOR THE  
MERIWETHER PARK IMPROVEMENTS  
CITY OF FORT DODGE, IOWA  
S & A PROJECT NO. 123.0892.01

THE 2023 EDITION OF THE STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS ARE AMENDED BY THE FOLLOWING MODIFICATIONS. THESE ARE SPECIAL PROVISIONS WHICH SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

SPECIAL PROVISIONS

FOR

PART 1 - GENERAL REQUIREMENTS

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| 5. CONSTRUCTION FACILITIES            | 11. MEASUREMENT AND PAYMENT   |
| 6. SUBMITTALS                         | 12. INCIDENTAL CONTRACT ITEMS |

1. DEFINITION AND INTENT

- A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
  - 1. The 2023 edition of the Iowa Statewide Urban Specifications for Public Improvements (SUDAS), except as modified by these Special Provisions to the Technical Specifications.
  - 2. Contractor shall furnish and install materials and perform all work and services for completed project described in Contract Documents.

2. WORK REQUIRED

- A. Work under this contract includes all materials, labor, equipment, transportation, traffic control and associated work for the construction of the Meriwether Park Improvements Project, as described in the Official Publication.
- B. This project consists of one contract for all work described.
- C. Schedule and coordinate the construction work to facilitate timely construction of the improvements.
- D. Contractor shall be responsible for the cost of all utilities including, but not limited to, telephone and electric until project acceptance by the City Council.

3. SALVAGE OF MATERIALS AND EQUIPMENT

- A. The City of Fort Dodge retains first right of refusal for retaining any existing materials removed by the contractor during construction.
- B. The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged. The Contractor shall protect and store items as specified.
- C. Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

4. PLANS AND SPECIFICATIONS

- A. The City will furnish 5 sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the City for printing costs for additional copies required.
- B. Provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

5. CONSTRUCTION FACILITIES

- A. Provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in the event of an emergency.
- B. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- C. Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractors is subject to approval by the City and Engineer.
- D. The Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- E. Provide fence, barricades, and/or workers to prevent access of unauthorized persons to site where work is in progress and to ensure the safety of the public when allowed on site. No trenches shall be left open over night and during non-working hours.
- F. Compressed air, sanitary facilities, storage areas, and other services shall be furnished by the Contractor to meet their own requirements and at their own cost.

6. SUBMITTALS

- A. Provide construction schedule showing dates of starting and completing various portions of work. The schedule is required at the Preconstruction Meeting and shall be updated for each weekly or bi-weekly construction meeting.
- B. The Contractor shall provide a schedule of unit prices for each Lump Sum bid item.
- C. Provide at least 3 copies, including additional copies required by Contractor. This information shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the item on this project. Submit the following information for Engineer's review:
  - 1. Testing reports as outlined in Section 9.
  - 2. Manufacturer's data for materials that are to be permanently incorporated into the project.
  - 3. Details of proposed methods of any special construction required.
  - 4. Submit purchase orders and subcontracts without prices.
  - 5. Seed Mix
  - 6. HMA pavement mix.
  - 7. Certificate of Insurance to the Engineer which includes the Jurisdiction and Engineer as additional insured.
  - 8. Portland Cement Concrete (PCC) Design Mixes including maturity curves.
  - 9. Such other information as the Engineer may request to ensure compliance with contract documents.

7. STANDARDS AND CODES

- A. Construct improvements with best present day construction practices and equipment.
- B. Conform with and test in accordance with applicable sections of the following standards and codes.
  - 1. American Association of State Highway and Transportation Officials (AASHTO).

2. American Society for Testing and Materials (ASTM).
3. Iowa Department of Transportation Standard Specifications (Iowa DOT).
4. American National Standards Institute (ANSI).
5. American Water Works Association (AWWA).
6. American Welding Society (AWS).
7. Federal Specifications (FS).
8. Iowa Occupational Safety and Health Act of 1972 (IOSHA).
9. Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
10. SUDAS Standard Specification, 2023 Edition
11. Iowa DOT Standard Specifications, Most Recent Edition
12. Iowa DOT Materials I.M.s, Most Recent Edition
13. Standards and Codes of the State of Iowa and the ordinances of the City of Fort Dodge, Iowa.
14. Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8. MATERIALS TESTS

- A. Contractor shall employ and pay for services of an independent testing laboratory for test required to show compliance materials and specifications. Provide transportation of all samples to laboratory. Selection of testing laboratory subject to approval of the Engineer.
- B. Coordinate all material testing with the Engineer.
- C. Provide transportation of all samples to the laboratory.
- D. Do not ship materials to the project site until laboratory tests have been furnished showing compliance of materials with specifications.
- E. Provide gradation and materials certifications for all granular materials.

- F. Certify that materials and equipment are manufactured with applicable specifications.
- G. Any Materials not in compliance with these specifications will be ordered off the site(s) and compensation for transportation and/or materials will not be paid.

9. FIELD TESTS

- A. Field testing is incidental to construction and will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of SUDAS.
- B. Coordinate all field testing with the Engineer. The Engineer will observe all tests.
- C. The Contractor is responsible for meeting the specified testing requirements in the SUDAS for construction relating to Divisions 2, 3, 4, 6, 7, and 9 of said specification, if deemed necessary for the completion of the work specified.
  - 1. Trench Backfill: Section 3010, Part 2 and Section 3010, Part 3.06 and Special Provisions of these specifications
    - a. Compact trench and structure backfill to not less than 95% of maximum Standard Proctor Density in a street or road right-of-way and under any granular or paved surfaces.
    - b. Compact to not less than 90% maximum Standard Proctor Density in all other areas.
    - c. Compaction requirements remain in effect during cold weather.
- D. If test results do not meet those specified, the Contractor shall make necessary corrections and repeat testing to demonstrate compliance with the specifications. Contractor shall pay all costs for retesting.

10. CONSTRUCTION STAKING

- A. Construction staking will be provided by the Contractor for construction of the Project.

## 11. MEASUREMENT AND PAYMENT

- A. Contract unit or lump sum prices are full compensation for furnishing all materials, equipment, tools, transportation, and labor necessary to construct and complete each item of work as specified. No separate payment will be made for work included in this project. All other items of work are incidental to construction.

## 12. INCIDENTAL CONTRACT ITEMS

The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Cold weather protection for PCC Pavement
- Connection of existing drain line to storm sewer
- Construction fencing
- Coordination and cooperation with utility companies
- Coordination and cooperation with the City of Fort Dodge
- Curb and pavement backfill
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering fabric
- Excavation, verification, and protection of existing utilities
- Finish grading
- Granular backfill and bedding for storm sewer installation
- Granular surfacing removal (unless included as a specific contract item)
- Handling storm water flow during construction
- Locate of existing utilities, potholing if necessary
- Maintaining garbage and utility service to users
- Maintenance and watering for seeding and sodding
- Material & Field testing
- Monitoring weather conditions
- Porous backfill and fabric for subdrain
- Protection of hydrants and valves
- Protection of existing utilities and light poles
- Protection of existing trees and plantings not removed
- Repair of field tiles, if encountered
- Saw-cutting pavement at removal limits
- Site cleanup/surface restoration and seeding
- Temporary sheeting and shoring

SPECIAL PROVISIONS

FOR

PART 2 - SPECIAL CONDITIONS

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1. INTENT

- A. To supplement the provisions of the GENERAL REQUIREMENTS by outlining special conditions applicable to project.

2. LOCATION

- A. Work is located on City owned property in the City of Fort Dodge, Iowa.

3. SITE AVAILABILITY AND WORK AREA LIMITS

- A. The Contractor may commence work any time starting March 1<sup>st</sup>, 2024. The Contractor shall prosecute the work diligently and continuously to completion.
- B. Contractor shall coordinate construction activities and work schedule with the Engineer, City of Fort Dodge, and any adjacent construction operations located within the project area.
- C. The Contractor is required to coordinate and maintain access to the property and other field areas during construction.
- D. Once construction work commences, confine movements of equipment and personnel, excavation, materials, and all other construction operations within construction limits as shown on the construction drawings.

- E. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.
- F. Install and maintain orange safety fence around all open trenches or open structures when left unattended. No trenches shall be left open during non-working hours and at night.
- G. Provide surface restoration and clean up as construction progresses.
- H. The Contractor shall limit his work operations to the following hours as follows:  
  
Monday through Friday – 7:00 a.m. to 9:00 p.m.  
Saturday – 7:00 a.m. to 9:00 p.m.  
Sunday – 7:00 a.m. to 6:00 p.m.

4. ORDER OF CONSTRUCTION

- A. Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work. This schedule is required at the Preconstruction Meeting and shall be updated for each construction meeting.
- B. The Contractor is required to submit an updated and accurate construction schedule with each partial pay application submittal. Partial pay applications will not be processed until said construction schedule is received by the Engineer.

5. INTERRUPTIONS TO SERVICE

- A. Utility service shall remain in substantially continuous operation during construction except during periods of notified service interruption.
- B. Perform work which will interrupt utility service only at times approved by Engineer; hold interruptions of service to a minimum.

6. SERVICE FACILITIES

- A. Compressed air, sanitary facilities, storage areas, and other services shall be furnished by Contractor to meet their own requirements and at their own cost. All facilities shall be confined to the City-owned property within the construction limits, as defined and approved by the City.

7. STORAGE OF MATERIALS AND EQUIPMENT

- A. Secure site for storage of materials and equipment. Do not store within street rights-of-way or public areas unless allowed by Owner.

- B. Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTORS

- A. Provide office telephone and cell phone numbers of contractor representative for weekend, holiday, and evening problems referral.
- B. Provide fence, barricades, and/or workers to prevent access of unauthorized persons to site where work is in progress and to ensure the safety of the public when allowed on site.

9. EMPLOYMENT PRACTICES

- A. Contractor, or his/her subcontractors, shall not employ any person whose physical or mental condition is such that their employment will endanger the health and safety of themselves or others employed on the project.

10. APPROVAL OF MATERIALS

- A. All materials to be supplied by the Contractor shall have prior approval by the Engineer as to suppliers, components, proportions, gradations, sources, and delivery methods.
- B. Submit to the Engineer certified statements of materials electronically; certify that the materials to be used on this project meet the specifications so outlined. Any deviations must be pointed out and will be subject to the approval of the Engineer before incorporation into this project.
- C. Any materials not in compliance with these specifications will be ordered off the site(s) and compensation for transportation and/or materials will not be paid.

11. PROJECT ACCEPTANCE

- A. All seeding and surface restoration shall meet the following requirements prior to project acceptance:
  - 1. All requirements for the completed installation, watering, and maintenance have been provided.
  - 2. Seeded areas shall be growing and in a well-established condition without eroded areas, bare spots, free of weeds, undesirable grass species, and disease.
  - 3. Clean-up operations are completed.

- B. All streets, sidewalks, and recreational trails located within the project limits shall be cleaned and free of mud, dirt, and other debris.
- C. The punch list items shall be completed prior to project acceptance.
- D. Grass located within the project limits that is longer than 12-inches shall be mowed prior to project acceptance.

12. EXISTING UTILITIES

- A. Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- E. Utility companies will relocate utility infrastructure in direct conflict with line and grade of the work during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on plans; protect and maintain services during construction. Notify Owner and affected property owners 48 hours prior to any planned utility service interruptions.
- G. If utility work does occur during the construction period, work schedules from the contractor and from the utility companies will be submitted to the Engineer for coordination to obtain mutual acceptable schedules, if possible.
- H. Existing utilities shall remain in substantially continuous operation during construction. Select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Owner and Engineer.
- I. No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.
- J. Contractor shall coordinate their operations with private construction companies on adjacent properties.

13. PROJECT SUPERVISION

- A. The Prime Contractor shall be always present at the construction site. It is imperative that the construction operations are always supervised by a qualified superintendent or other designated, qualified representative. The superintendent or representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- B. Issues that arise during construction relating to traffic control, construction staging, resident notifications, mail service, garbage service, access to residences, etc. are the responsibility of the Prime Contractor.
- C. A meeting with the Contractor, Engineer and Owner will be held at the project site before construction to coordinate the construction work.
- D. Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Prosecution and Progress, Section 1.10 Contractor’s Employees, Methods and Equipment for additional requirements.

14. CONSTRUCTION LIMITS

- A. Confine the construction operations within the construction limits shown on the plans, consisting of public right-of way and temporary easements.
- B. Do not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic at any time without approval of the City. Do not store equipment, vehicles, or materials within temporary construction easement areas.
- C. Areas disturbed outside of construction limits shall be restored at the contractor’s expense to the satisfaction of the Jurisdiction. Contractor shall protect trees, fences, sidewalks, and landscaping within the construction limits not marked as remove.
- D. Contractor shall demonstrate that sufficient manpower and equipment is scheduled for construction work to maintain a timely and orderly construction.

15. DISPOSAL

- A. Remove from project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials and other materials encountered as shown on plans and as specified.
- B. Dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
  - 1. Burning of brush and other debris is not permitted. Contractor responsible

for selecting disposal site.

2. Dispose of broken concrete, asphalt, granular material, rubble, excess or unsuitable excavated material. Contractor is responsible for selecting disposal site.
3. Cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
4. The Owner has the first right to any excess materials from construction.

#### 16. EROSION PROTECTION

- A. Comply with IOWA URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, Section 9040 except as modified herein.
- B. Comply with soil erosion control requirements of Iowa Code and local ordinances. Protect against erosion and dust pollution on the project site and any off-site deposit area used for this project.
- C. Provide erosion control measures necessary to protect against siltation and erosion or flow of storm water. Maintain storm sewer and other drainage systems throughout the construction period.
- D. Use silt fences, ditch checks, and other means at all drainage courses and swales to protect against siltation and erosion.
- E. Furnish, install, maintain, clean, repair, and remove silt fence and silt basins at intakes and inlets and as shown on plans and as directed by Engineer.
- F. Contractor fully liable for all damages to public or private property caused by their action or inaction in providing for handling of storm water flow during construction.
- G. As construction progresses, sodding, seeding, and mulching is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- H. The Contractor shall anticipate multiple mobilizations to complete seeding, sodding, mulching, and surface restoration operations as areas of the project corridor become available to do so.

#### 17. DEWATERING

- A. Perform all construction work in dry conditions.

- B. Submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- C. Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- D. If excavation encounters only cohesive soils with no wet sand seams or layers, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- E. Do not pump water from open excavation in sand and gravel below the natural ground water level.
- F. Maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
  - 1. Install dewatering system (well points or shallow wells) when working in cohesionless soils.
  - 2. Costs of installing and operating dewatering system are incidental.
- G. Provide for handling surface water encountered during construction.
  - 1. Prevent surface water from flowing into excavation, remove water as it accumulates.
  - 2. Divert storm sewer flow around areas of construction.
  - 3. Do not use sanitary sewers for the disposal of trench water.
- H. Backfill pipe and structures prior to stopping dewatering operations. Do not lay pipe or construct concrete structures on excessively wet soils.
- I. The costs of handling both surface water and groundwater are incidental.

18. TEMPORARY FENCES

- A. Install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- B. Provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.

1. Materials: Iowa DOT Section 4188.03.
  2. Use unless required otherwise.
  - C. Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
  - D. Remove temporary fencing upon completion of construction.
19. RESPONSIBILITY OF CONTRACTOR
- A. Supervision of the work.
  - B. Protection of all property from injury or loss resulting from construction operations.
  - C. Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
  - D. Cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
  - E. Keep cleanup current with construction operations.
  - F. Comply with all Federal, State of Iowa, and City of Fort Dodge, Iowa laws and ordinances.
20. CONCRETE PAVEMENT (PCC)
- A. Comply with IOWA URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, Sections 7010 and 7030, except as modified herein.
  - B. Coarse Aggregate: USE CLASS 3 DURABILITY LIMESTONE, IDOT, SECTION 4115.04.
  - C. Mix Design: IDOT C-4 mix shall be used for all concrete as specified on the construction drawings.
  - D. Restore core holes by tamping non-shrink cement grout into hole; finish and texture surface.
  - E. The use of maturity testing as per IDOT IM 383 will be allowed with a minimum of one set of cylinders made each day to verify compressive strength.

- F. Each truck load of concrete must be identified by an acceptable plant charge ticket showing plant name, contractor, project name, date, quantity, class, and time batched.
- G. Provide cold weather protection as specified for temperature below 25 degrees F. for all concrete placed after November 15.
- H. Special care should be taken when forming at intersections so that the profiles and elevations shown on the cross sections, plan and profile, and intersection detail sheets are obtained. Short lengths of forms or flexible forms may be necessary at these locations.
- I. Maturity testing shall be utilized to expedite street opening.
- J. Contractor to provide all materials testing except for slump and air entrainment testing. Slump and air entrainment testing will be provided by the City.

21. SURFACE RESTORATION

- A. Finish grade all disturbed areas to smooth, uniform lines without large clods, lumps, or debris. Grade for positive drainage.
- B. Prepare the finished surface for seeding. Provide and place additional clean topsoil on any disturbed areas that, in the opinion of the Engineer, are lacking in natural topsoil. Provide organic material that is free of vegetation, rubble or other debris.
- C. All areas to be seeded shall be prepared, fertilized, seeded, mulched, staked, watered, maintained, and warranted in accordance with SUDAS Section 9010.
- D. Any areas disturbed by construction that are outside of the construction limits shall be repaired and restored at the Contractor's expense. No extra payment will be allowed for surface restoration on these areas.
- E. Install silt fences at the locations directed by the Engineer during construction and any locations needed to prevent soil erosion.
- F. Seeding work completed after the specified seeding dates in SUDAS Section 9010, Part 2.02 shall be at the risk of the contractor to maintain.

END OF SECTION