

		Date Bids Due: November 5, 2014	Time of Bid Opening: 10:00 A.M.	Bid Opening Location: Purchasing Section, Ames, IA	
Bid Number: 13062		Description: Culvert Replacement - Adair County			
Contract to Begin: November 12, 2014		Date of Completion: December 19, 2014	Bid Guaranty Amount: N/A	Liquidated Damages: \$125.00/Day	
Purchasing Agent: Mary Zimmerman		E-mail Address: mary.zimmerman@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538	
Company Name:				Federal Tax ID:	
Street Address:		City:	State:	Zip Code:	
Individual preparing bid (type or print):	e-mail:		Phone:	Fax:	
Will these items/services be available to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? <input type="checkbox"/> Yes <input type="checkbox"/> No			Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION/BID STATEMENT

The entire contents of this Bid, Addendums to the Bid, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract or purchase order. **Faxed or email bids will be accepted.**
 We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this Bid including delivery schedules.

Standard Terms and Conditions for Quotations

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or Bid or any reservations about accepting an award or entering into a contract, may result in rejection of the bid.

Method of Award: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Contracts: Successful contractor(s) may be sent either a formal Contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Iowa DOT Purchasing Section.

Pricing and Discount: Unit prices shown on the documents shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated on the request. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

**Iowa Department of Transportation
 Schedule of Prices
 Culvert Replacement - Adair County
 Letting Date: November 5, 2014 10:00 AM
 Proposal No.: 13062**

Project Description: Culvert Replacement - Adair County
Fax Number 515-239-1538

Item No.	Description	Unit Price		Amount	
		Dollars	Cents	Dollars	Cents
1.	Provide and install a culvert replacement at I-80 WB Rest Area, Adair County according to plans and specifications.	Lump	Sum	\$ _____	_____

I hereby certify that this proposal meets or exceeds the minimum requirements including specifications and addendums.

Contact Person: _____

 (Print Name)

Authorized Signature _____

Company _____

Address _____

Federal Tax I.D. No. _____

(City) _____ (State) _____ (Zip) _____

Code) _____

Contractor's Registration Number _____ Phone Number _____

email _____ Fax No. _____

I acknowledge receipt of addendum nos. _____



**Iowa Department of Transportation
Standard Terms and Conditions
For
Bid Proposals/Contracts**

-INFORMAL-

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
 - Schedule of Prices
 - Specifications
 - Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

Informal - means a limited solicitation type of procurement where a sufficient number of quotation or bids from qualified sources are obtained and the aggregate amount of the purchase is less than \$50,000.

(Example -if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

Bid responses may be sent by email, fax, weblink, or delivered by a courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.
3. **Pricing and Discount:** Unit prices shown on the bid/proposal shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

5. **Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
6. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
7. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
8. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All deliveries charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section.
4. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
5. **Default:** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to a copy of their affirmative action program on file, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.
9. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of good or services or both.
10. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
11. **Termination:**
 - **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

 - Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
 - Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
 - The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
 - The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

Iowa Department of Transportation
SUPPLEMENTAL TERMS AND CONDITIONS
for
Culvert Replacement - Adair County
Letting Date: November 5, 2014 10:00 AM
Proposal No.: 13062

I. CONTACT INFORMATION

Contact persons regarding project site visit contact:

Iowa Department of Transportation
Steve McMenamin, Rest Area Administrator, 515-239-1680

Questions regarding the bidding documents should be directed to:

Purchasing Office
Mary Zimmerman
Phone No.: 515-239-1298
Fax No.: 515-239-1538
Email: mary.zimmerman@dot.iowa.gov

******* Contact Mary Zimmerman to be added to a bidder's list, which ensures inclusion on any addendums. *******

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2012, plus General Supplemental Specifications and applicable Supplemental Specifications and Special Provisions shall apply to the construction work on this project.

This project will be bid as a single, lump sum amount. Bid price shall include culverts, earthwork, fencing, erosion control, seeding and mulching and all associated work. The successful bidder shall prepare and submit a schedule of values for the major work items to the engineer following award of the contract.

II. SCOPE OF WORK

This project is to repair damage to a culvert under an access between sewage lagoons at the I-80 westbound rest area in Adair County. The rest area shall remain open to traffic throughout the work period. Work involves:

- Remove and dispose of an existing 24" x 56" concrete pipe with aprons and 45 degree bend. Furnish and install a new 64" x 43" x 76'-0" steel arch pipe with two 15-degree bends. Ditch the outlet to tie back into the draw at elevation 1273.0. Shape area of existing outlet to drain.
- Furnish and place soil necessary to restore the access between the lagoon cells. The top 6" of areas not covered with riprap shall be topsoil. The top elevation is to be increased to elevation 1286.0. A 17-ft. wide top is provided. Sideslopes are set at 3:1.
- The two sanitary sewers that cross the work zone are not to be impacted and a minimum of 6" of clearance is to be provided between the new pipe and the sewer lines. The broken electrical conduit is to be repaired.
- Provide a plunge pool at the outlet of the pipe. Refer to the plan for details.
- Furnish and install 2' thick Class E riprap blankets underlain with engineering fabric on all new slopes along the outlet plunge pool to the tie-in point at elevation 1273.0. At the inlet,

place riprap as a splash pad with a top elevation matching the flow line until reaching the tie-in point at elevation 1278.63.

- Stabilize the disturbed areas for the winter with mulch meeting the requirements of Sections 2601.03,E,2,a and 4169.07,A of the Standard Specifications. Seed and fertilize next spring during the next available seeding period using the rural seed mixture as shown in Section 2601.03,C,3 of the standard specifications.
- Furnish and install approximately 150' of 12" perimeter and slope sediment control devices constructed with wood excelsior mat. See Standard Road Plan EC-204 for details.
- Repair/replace the 6' chain link fence on both sides of the access. Refer to Road Standard MI-102 dated 4/16/13.
- The Schedule of Prices total lump sum bid price to include all costs associated to complete this project per the DOT plans and specifications as described with the scope of work.
- Work is to be completed on or before December 19, 2014
- Liquidated damages of \$125.00 per calendar day may be assessed if project is not completed according to Iowa DOT standards and by completion date.

III. GENERAL INSTRUCTIONS FOR BIDDERS

- ❖ Each bidder represents that their bid is based on the materials, equipment and service described in the Bidding Documents.
- ❖ All work covered by these Documents will also be governed by the Federal and State Laws, State Building Code, provisions of Occupational Safety and Health Standards, and Safety and Health Regulations for Construction.
- ❖ References to published standards, specifications, and directions shall mean and intend the latest edition at date of Advertisement for Bids.

IV. BIDDING PROCEDURES

Submitting Proposals:

- ❖ Each proposal must be submitted in ink or typewritten on the Schedule of Prices form, faxed, mailed, or e-mailed.
- ❖ Submit bids to:
The Iowa Department of Transportation
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010.

Or fax to: Iowa Department of Transportation
515-239-1538, Attention Mary Zimmerman

Or e-mail to: mary.zimmerman@dot.iowa.gov

- ❖ Bids will be accepted on or before **10:00 A.M., November 5, 2014.**

Withdrawal Period:

- ❖ Each prime bidder on this project agrees to guarantee their proposal for a period of thirty (30) days after the date of receiving of bids. No bid may be withdrawn during this period.

E-Mail or Facsimile Modifications and Bid Closing:

- ❖ Bids received prior to the time of opening will be securely kept. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered.
- ❖ Modification of the bid price by e-mail or facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall not reveal the bid price but

shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

V. BIDDER RESPONSIBILITIES

- ❖ Each bidder shall examine the Bidding Documents carefully and shall make written request for interpretation or correction of any inconsistency or error. Corrections will be issued by addendum.
- ❖ Each bidder by submitting a bid represents that they have read and understand the Bidding Documents.
- ❖ Each bidder submitting a bid represents that they have visited the site and familiarized themselves with conditions under which the work is to be performed.
- ❖ Extra compensation will not be allowed for any work or requirement of which the bidder could have fully informed themselves of prior to submitting bid.

VI. GENERAL CONDITIONS FOR BIDDERS

A. Codes, Laws and Ordinances

- ❖ The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to this project. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

B. Interpretation

- ❖ When work is required in a manner to make it impossible to produce first-class work, or should discrepancies appear among Contract Documents, the Contractor shall request interpretation before proceeding with work. If the Contractor failed to make a written request, no excuse will be entertained for failure to carry out work in a satisfactory manner. Should a conflict occur in or between Drawings and Specifications, the Contractor is deemed to have estimated on the more expensive way of doing work unless the Contractor has asked for and obtained the more expensive way of doing work or unless the Contractor has asked for and obtained a written decision from the owner before submission of Proposal on which method or material will be required.

C. Workmanship

- ❖ Work shall be performed in best, most workmanlike manner by mechanics, skilled and employed continuously in their respective trade. Where specified, installation shall be made by the manufacturer or their authorized installer. Unsatisfactory work shall be replaced at Contractor's expense.

D. Guarantee

- ❖ Contractor shall submit a written guarantee for a period of one year from and after final acceptance of the work. Items, which prove faulty within the guarantee period, shall be repaired or replaced at the Contractors expense. Nothing in the above intends or implies that this guarantee shall apply to items, which have been abused or neglected by the owner.

E. Labor Regulations

- ❖ All contractors, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 549, Code 1989.

F. "Targeted Small Business Program"

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 761-20-- [01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

G. Exceptions/Equals

No substitutions, changes or additions to the request for proposals shall be permitted.

H. Addendum

- ❖ Addenda written or graphic instruments which modify or interpret the Bidding Documents, including plans and specifications, by additions, deletions, or corrections will become part of the Documents when the Contract is executed.

I. Qualifications

- ❖ Qualifications if requested by the Iowa DOT, a bidder shall submit a Qualification Statement.

J. Determination of Award

- ❖ Award will be based on the total lump sum amount of bid price. Bid price will include all requirements listed in Specifications, Drawings and Supplemental Terms to complete this proposed project.

K. Contract Period

- ❖ Contract Time will start when Contractor moves onto site, but no later than 30 days after execution of Contract. Work may be started after execution of Contract and approval of bond and insurance forms. Early construction start will not advance completion date.

VII. CONTRACT AWARD

A. Contract Award

- ❖ A separate contract/Purchase Order will be issued to the lowest responsive bidder.
- ❖ Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

B. Performance Bond

- ❖ Performance bond not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder. One copy of the bond shall be submitted on Iowa Department of Transportation Form 131070. All items must be properly filled in including Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of his power

of attorney.

C. Preference

- ❖ By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

D. Insurance Requirements

Contractor's Insurance Requirements

- ❖ It shall be the Contractor's responsibility to have liability insurance covering all of the project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).
- ❖ In addition to the above, the Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- ❖ The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than the required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the Contracting Authority, the minimum coverage by such insurance shall be as follows:
 - Comprehensive General Liability including Contractual Liability;
 - Contingent Liability; Explosion, Collapse and Underground Drainage
 - Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the following minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Pollution Liability \$750,000
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

- ❖ Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- ❖ The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and
- Contract Period

E. Post Bid Information

- ❖ A preconstruction meeting will be scheduled with the contractors following execution of the contract. Contractors shall submit the following:
 - 1) A statement of cost for each major item of work included in the bid. Construction Statement, Form 120001.
 - 2) A designation of the work to be performed by the bidder with their own forces.
 - 3) A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be for the principal portion of the work. The bidder will be required to establish, to the satisfaction of the Owner the reliability and responsibility of the proposed Subcontractor to furnish and perform the work. Prior to the award of the contract, the Owner will notify the bidder in writing if her has reasonable or substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the bidder may, at his option, withdraw his bid without forfeiture of bid security, notwithstanding anything to the contrary in the Contract Documents, or submit an acceptable substitute with an increase in bid price to cover the difference in cost occasioned by such substitution, the Owner may, at their discretion, accept the increased bid price or they may disqualify the bidder. Subcontractors and other persons and organizations proposed and accepted and shall not be changed except with written approval of the Owner.

F. Inspection

- ❖ A Project Representative and other inspectors will make periodic inspections at the site.
- ❖ The owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the owner notice not less than 24 hours in advance of installation.

G. Verifying Work of Other Contractors

- ❖ When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to Architect defects in such work and discrepancies between executed work and the Drawings and Specifications.
- ❖ Contractors shall employ such methods and means in carrying out work as will not cause interruption or interference with any other contractor. General Contractors shall give other contractors sufficient notice to permit installation of sleeves, piping, conduit, and other items, prior to placing concrete or laying masonry. Any Contractor failing to comply with above shall be responsible for expense caused by such failure.

H. Notice of Tax Exempt Status

- ❖ A Sales Tax Exemption Certificate and authorization letter will be issued to the successfully awarded construction contractor for the purchase of building materials, supplies and equipment used in the performance of this construction contract.
- ❖ The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

I. Payment

Once work has been completed and approved by the Iowa DOT inspector, payment shall be processed. Invoices shall be mailed to the Iowa DOT, Purchasing. The Contract Number shall be referenced on the invoice. Mailing Address: Iowa Department of Transportation, Purchasing, 800 Lincoln Way, Ames, IA 50010.

J. Extra Work Orders

- ❖ For work covered by definite unit prices or lump sum amount in the contract, cost changes will be on the basis of quantity change.
- ❖ Extra work performed on a force account basis will be paid for in the follow manner:
 - 1) The Contractor shall receive the rate shown on previous payrolls for time employees are actually engaged in extra work, to which shall be added an amount equal to 15 percent thereof, plus the amount of social security, plus cost of workman's compensation, public liability insurance and employment security contribution. The 15 percent shall cover compensation for furnishing of necessary tools and all other overhead items expense. The wage of the employees partly on force account work shall be pro-rated.
 - 2) For materials used on force account work, the Contractor shall receive the actual cost of materials delivered, including freight and hauling charges as shown by original receipted bills to which cost shall be added a sum equal to 15 percent thereof.

K. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

L. Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

M. Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

O. Public Contact Termination

The Provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency shall apply to and be a part of this Contract, and shall be binding upon all parties hereto including sub-contractors and sureties upon any bond given or filed in connection herewith.