

Date Bids Due 12/24/2014		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 13309	Description On-Call Electrical Repairs in Council Bluffs Area			
Contract to Begin 1/15/2015	Date of Completion 1/14/2016	Proposal Guaranty Amount \$0.00		Liquidated Damages \$100.00
Purchasing Agent Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

## GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

## PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

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 proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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

*Formal* is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

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

(Example - if a statement in the specifications 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.**

**No email, fax or web link bid responses will be accepted. Bid responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.**

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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 unopened 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. **Proposal Guaranty:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guaranty can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guaranty form must be used; no other forms or formats will be accepted.**
4. **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.

5. **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.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the DOT website at [www.iowadot.gov/purchasing](http://www.iowadot.gov/purchasing) under the *Bid Award* link referencing the proposal number 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.
7. **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.
8. **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.
9. **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 delivery 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 have on file a copy of their affirmative action program, 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.



# Schedule Of Prices

Number	13309
Date Required	12/24/2014 1:00 PM

Title On-Call Electrical Repairs in Council Bluffs Area  
 Delivery Location ,  
 Shipping Terms FOB Destination/Freight Prepaid

Vendor  
 PA Name Rhonda J Ruark  
 Phone 515-239-1285  
 E-Mail rhonda.ruark@dot.iowa.gov

Description

Product Availability Days: \_\_\_\_\_

All items must be bid.

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	5,000	LF	Labor Trenching for Schedule 40 Conduit Replacement Price per linear foot shall include labor and equipment for trenching 2" conduit and placement of underground conduits. Linear feet will vary per job. The total quantity listed is a historical number for an annual period of various site repairs. Normal type wire replacement: Two (2) #6 USE-RHW copper cable One (1) #4 bare stranded copper wire			
Comments:						
2	3,000	LF	Labor and Boring for Schedule 80 Conduit Replacement Price per linear foot shall include labor and equipment for boring 2" conduit and placement of underground conduits. Normal wire replacement: Two (2) #6 USE-RHW copper cable One (1) #4 bare stranded copper wire			
Comments:						
3	50	DAY	Mobilization & Traffic Control One-time mobilization fee per day, regardless if multiple sites are worked. All work within Pottawattamie County.  The contractor to provide the following traffic control standards: TC-1 Work Not Affecting Traffic (Two Lane or Multi-Lane) TC-202 Shoulder Closure on two lane roadways TC-402 Shoulder Closure (Multi-Lane)  DOT will provide other traffic control as listed in the scope of work.			
Comments:						
4	4	EACH	6x6x4 Explosion Proof Box Connected to Conduit  Price shall include labor, cable equipment and materials for complete installation.			
Comments:						
5	30,000	LF	#6 USE-RHW Copper Cable Rated for Direct Buried  Price shall include labor, cable equipment and materials for complete installation.			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6	15,000	LF	#4 Copper Wire Bare Ground Rated for Direct Buried Price shall include labor, wire equipment and materials for complete installation.			
Comments:						
7	5,000	LF	#4 Copper Wire USE-RHW Rated for Direct Buried Price shall include labor, wire equipment and materials for complete installation.			
Comments:						
8	3,000	LF	#4/O Copper Wire USE-RHW Rated for Direct Buried Price shall include labor, wire equipment and materials for complete installation.			
Comments:						
9	100	EACH	Fused Y Kit #14-2 Floodseal or Approved Equal Price shall include fuses, labor, equipment and materials for complete installation.			
Comments:						
10	100	EACH	#65 Fuse Kit Buchanon or Approved Equal Price shall include fuses, labor, equipment and materials for complete installation.			
Comments:						
11	100	EACH	#82 S-ADB1-C Fused Kit Buchanon or Approved Equal Price shall include fuses, labor, equipment and materials for complete installation.			
Comments:						
12	100	EACH	#84 S-ADB1 Y Kit Buchanon or Approved Equal Price shall include fuses, labor, equipment and materials for complete installation.			
Comments:						
13	10,000	LF	2" Grey PVC schedule 40 Pipe Price shall include labor, equipment and materials for complete pipe installation. Include costs of fittings with linear foot pricing of pipe.  Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.			
Comments:						
14	3,000	LF	2" Grey PVC schedule 80 Pipe Price shall include labor, equipment and materials for complete pipe installation. Include costs of fittings with linear foot pricing of pipe.  Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
15	1,000	LF	<p>2" EMT Conduit Price shall include labor, equipment and materials for complete conduit installation. Include costs of fittings with linear foot pricing of pipe.</p> <p>Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.</p>			
Comments:						
16	1,000	LF	<p>1-1/2" EMT Conduit Price shall include labor, equipment and materials for complete conduit installation. Include costs of fittings with linear foot pricing of pipe.</p> <p>Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.</p>			
Comments:						
17	1,000	LF	<p>3/4" EMT Conduit Price shall include labor, equipment and materials for complete conduit installation. Include costs of fittings with linear foot pricing of pipe.</p> <p>Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.</p>			
Comments:						
18	1,000	LF	<p>1/2" EMT Conduit Price shall include labor, equipment and materials for complete conduit installation. Include costs of fittings with linear foot pricing of pipe.</p> <p>Examples of typical fittings would include hardware, couplers, 90 degree elbows and 45 degree elbows, splices, adapters and hangers.</p>			
Comments:						

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

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

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**On-Call Electrical Repairs**  
**in Council Bluffs Area**

**Letting Date: December 24, 2014 1:00 P.M.**

**Part 1 General Conditions**

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**Iowa Department of Transportation  
General Requirements  
Proposal No.: 13309**

**On-Call Electrical Repairs  
in Council Bluffs Area**

**Letting Date: December 24, 2014 1:00 P.M.**

**Part 1 General Conditions**

**1.1 Adoption of General Conditions**

- A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.
- B. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Finance, Purchasing Section of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

**Part 2 Supplementary Instructions to Bidders**

**2.1 General**

**A. Owner**

The Owner of this project is the Iowa Department of Transportation (IA DOT), 800 Lincoln Way, Ames, Iowa 50010.

**Project Location**

This contract will be on an on-call basis for electrical repairs in and around the Council Bluffs metropolitan area. The majority of work will be within the metro area but may extend into rural Pottawattamie County.

Bidders may contact Maintenance Supervisor listed below to visit any or all of the areas included in this proposal prior to submission of their bid. It is recommended, but not required, that prospective bidders prior to submitting a quote.

**Contact persons regarding project site visit contact**

Council Bluffs south maintenance garage - Joe Brown

Phone: 712-366-0332

Email: [joe.brown@dot.iowa.gov](mailto:joe.brown@dot.iowa.gov)

**Questions regarding the bidding documents should be directed to**

Issuing Officer - Rhonda Ruark, Purchasing Agent

Phone No.: 515-239-1285

Email: [rhonda.ruark@dot.iowa.gov](mailto:rhonda.ruark@dot.iowa.gov)

**B. Restrictions on Communication**

From the issue date of this RFP until announcement of the successful bidder(s), bidders may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by 11:00 A.M., December 11, 2014. Verbal questions related to the interpretation of this RFP will not be accepted. Bidders may be disqualified if they contact any state employee other than the Issuing Officer.

In NO CASE shall verbal communication override written communication. Only written communications are binding on the State.

The IA DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the bidder verbally shall not be considered part of that bidder's proposal. Only written communications from the bidder and received by the Iowa DOT shall be accepted.

### **C. Scope of Work**

#### **Mandatory Requirements**

In order for your company to be considered, please provide with your proposal packet a minimum of the following information:

- Completed *Schedule of Prices*
- References
- Statement of Qualifications

The IA DOT desires to contract for all materials and labor for the installation and replacement of vandalized/damaged wiring and lighting components. All work is within Pottawattamie County; primarily within Council Bluffs metro area.

The scope of work for this project includes replacing vandalized/damaged materials and may require the need for trenching or boring in, or clearing plugged conduits. The successful contractor will provide all services, labor, materials, transportation and equipment necessary to perform all work.

- IA DOT representative will contact successful contractor to schedule examination of vandalized/damaged site.
- After site review the contractor will provide an estimate for equipment and materials to the designated IA DOT representative who will approve prior to work commencing.
- If additional repairs are identified during the job, the IA DOT representative shall be notified for inspection and review of additional charges.
- All work should be completed within thirty (30) days of cost estimate acceptance.

All materials, equipment and labor will be furnished by contractor. All materials must be in accordance with National Electrical Code (NEC) standards and be compatible with existing DOT components.

The IA DOT will retain all existing material which is replaced by the contractor.

Contractor shall be responsible for traffic control as listed on the *Schedule of Prices* and shall conform to the Iowa DOT Traffic Control Standards and the Manual on Uniform Traffic Control Devices (MUTCD).

The IA DOT will be responsible to provide traffic control for the following:

- TC-416 Partial Lane Closure on Ramps
- TC-418 Lane Closure on Divided Highway
- TC-419 Lane Closure on Undivided Highway
- TC-420 Lane Closure at Ramps

Contractor shall be responsible to notify *Iowa One Call* for utility locates before any activity commences and arrange for utility adjustments, at the expense of others than the IA DOT, if such are required.

**References:**

Provide name and contact information for two jobs with like size work.

**Statement of Qualifications:**

Proposals must include definitive information regarding the experience and qualifications of the bidder. Bidders are expected to have an adequate number of trained service personnel employed to provide satisfactory service to all locations specified and in a timely manner.

Before Contract award, bidders may be required to show to the complete satisfaction of the Iowa DOT, that it has the necessary facilities, ability, experience, and financial resources to provide the services requested in a satisfactory manner. The Iowa DOT may make reasonable investigations deemed necessary and proper to determine the ability of a bidder to perform the work, and the resulting bidder shall furnish the Iowa DOT all information requested for this purpose.

**D. Contract Award**

It is the intent of the Iowa DOT to award the contract to the responsible contractor whose submitted quotation is the most advantageous to the agency, cost and other factors considered.

Bid price will include all requirements listed in Specifications and Supplemental Terms. Total quantities listed on the Schedule of Prices are estimates of annual repairs based on historical usage and may vary considerably over the contract period. Costs for fittings will be considered incidentals and are to be included in the linear foot costs. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and meeting required time schedule.

**Contract Period**

The successful bidder will be awarded a twelve (12) month contract with an option to renew for three (3) additional years in twelve (12) month increments. The starting and completion dates of this contract are stated on the front page of the proposal.

**2.2 Bidder Responsibilities**

**Withdrawal Period**

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

**2.3 Performance Bonds**

Performance bond is 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 the power of attorney.

**2.4 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 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.

## **2.5 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.***

## **Part 3 Supplementary General Conditions**

### **3.1 The Contractor**

#### **A. Guidelines**

Contractors shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment, fall protection and ventilation.

#### **B. 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, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

### **3.2 Administration of the Contract**

#### **A. Inspection and Supervision**

All work shall be according to the specifications and shall be under the direct supervision of the Iowa DOT, who will specify hours and days of work. Work on the shoulder or requiring a lane closure will need to be in approved time frames and will be restricted to off-peak hours on the following sections of roadway:

- 1-29 from US 275 to 35<sup>th</sup> street
- I-80 from Missouri River to US 6 (Broadway)
- All of I-480

Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.

#### **B. Contractors Construction Schedule**

IA DOT representative will contact successful Contractor to schedule examination of damaged or vandalized site. Contractor will provide an estimate for labor, equipment and materials within one week of notification. Once approved to proceed by IA DOT representative; all work should be completed within thirty (30) days of cost estimate acceptance.

### **3.3 Sub-Contractors**

The apparent successful bidder for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors.

### **3.4 Payments and Completion**

Payments will be submitted once IA DOT representative has signed off on completed work as agreed to. Invoices should include vandalized/damaged site information.

#### **Liquidated Damages:**

- Time is an essential component of this contract, and it is important that the work be pressed vigorously to completion.  
For each business day that any work remains uncompleted beyond the 30 day window, or any extensions granted if the facts as to the cause of delay justify such extension in the opinion of the IA DOT representative, an assessment of \$100.00 per business day the site remains uncompleted may be deducted from the invoiced amount.
- Extension of Contract Period, the amount per business day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which business days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion.
- Assessment of liquidated damages will be based only on the number of business days required to complete the site repairs beyond the contract completion date, plus authorized extensions.
- The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Owner's right to collect any additional damages other than time delays, which the Owner may sustain by the failure of the Contractor to carry out the terms of the contract.

### **3.5 Protection of Persons and Property**

#### **Safety and Health Regulations**

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the Contractor's responsibility to enforce all regulations that apply to this project.

### **3.6 Insurance Requirements**

#### *Contractor's Insurance*

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 Agency'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 that 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 follow 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
Occupation Disease	\$750,000

### **Operations**

Property Damage                      \$250,000 each occurrence

### **Builders Risk Insurance**

Each Contractor holding a valid contract with the Agency shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.

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.

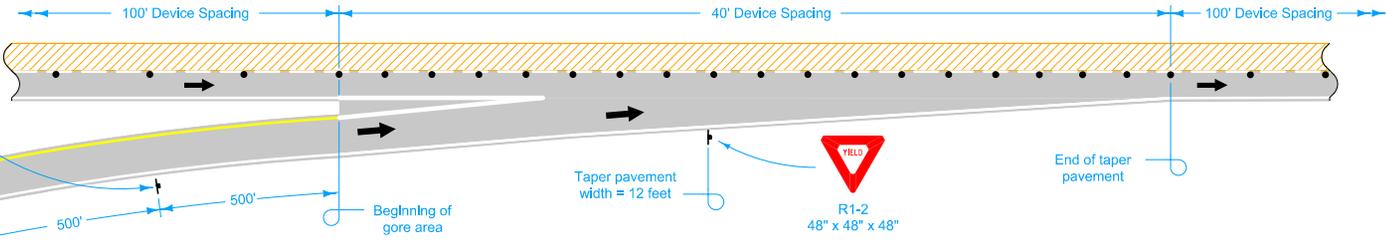
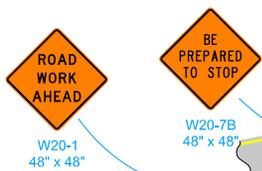
The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

### **The Certificate of Insurance must include the following**

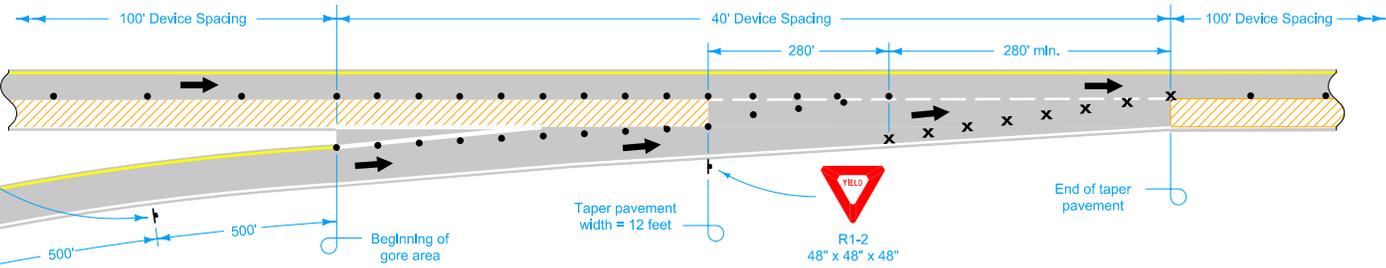
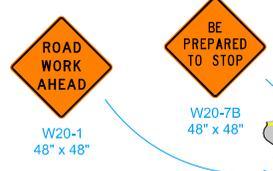
Iowa Department of Transportation must be listed as an additional insured  
Proposal Number and Description  
Letting Date and  
Contract Period

### **3.7 Public Contract Termination**

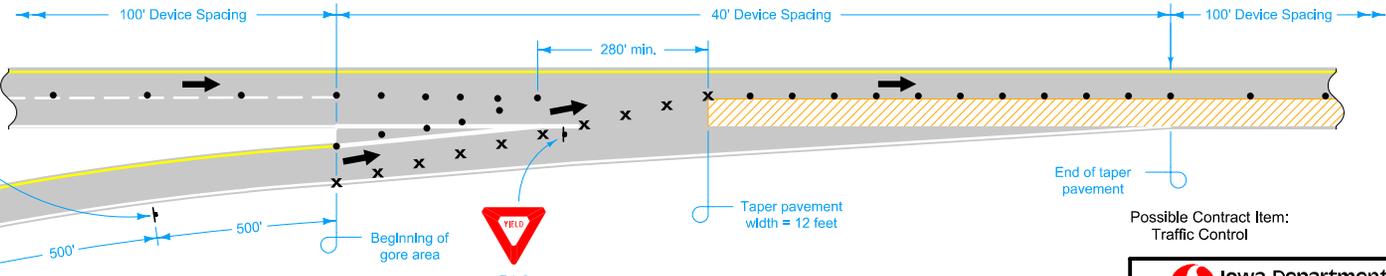
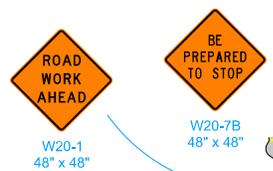
The provisions of Iowa Law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall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



LEFT LANE CLOSURE THROUGH ENTRANCE RAMP



RIGHT LANE CLOSURE THROUGH ENTRANCE RAMP



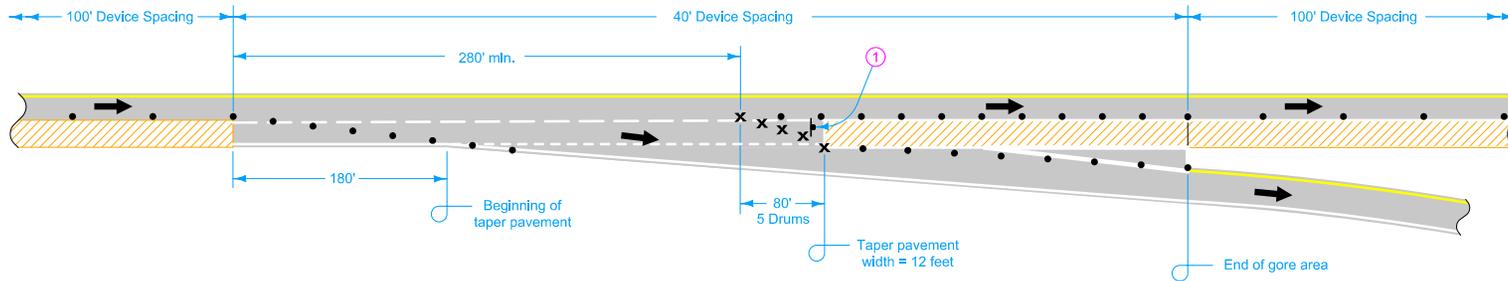
STAGING THROUGH ENTRANCE RAMP

**LEGEND**

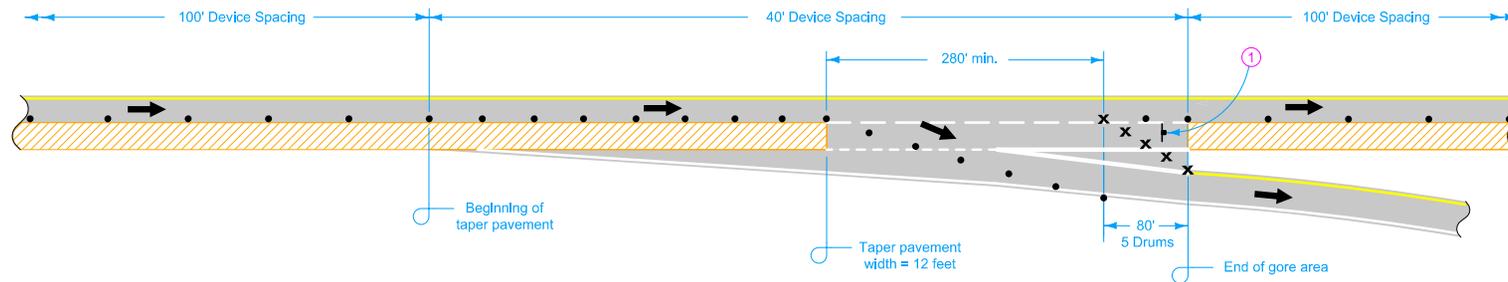
- x Drum
- T Traffic Sign
- 42" Channellizer
- ← Direction of Traffic
- Work Area

Possible Contract Item:  
Traffic Control

<p>Iowa Department of Transportation</p> <p><b>STANDARD ROAD PLAN</b></p> <p>REVISIONS: Removed "or Vertical Panel" from 42" Channellizer In Legend.</p> <p><i>Deanna Maifield</i> APPROVED BY DESIGN METHODS ENGINEER</p>	<p>REVISION</p> <p>5 04-17-12</p>
	<p><b>TC-420</b></p> <p>SHEET 1 of 5</p>
	<p>LANE CLOSURE AT RAMPS</p>



**RIGHT LANE CLOSURE THROUGH EXIT RAMP**

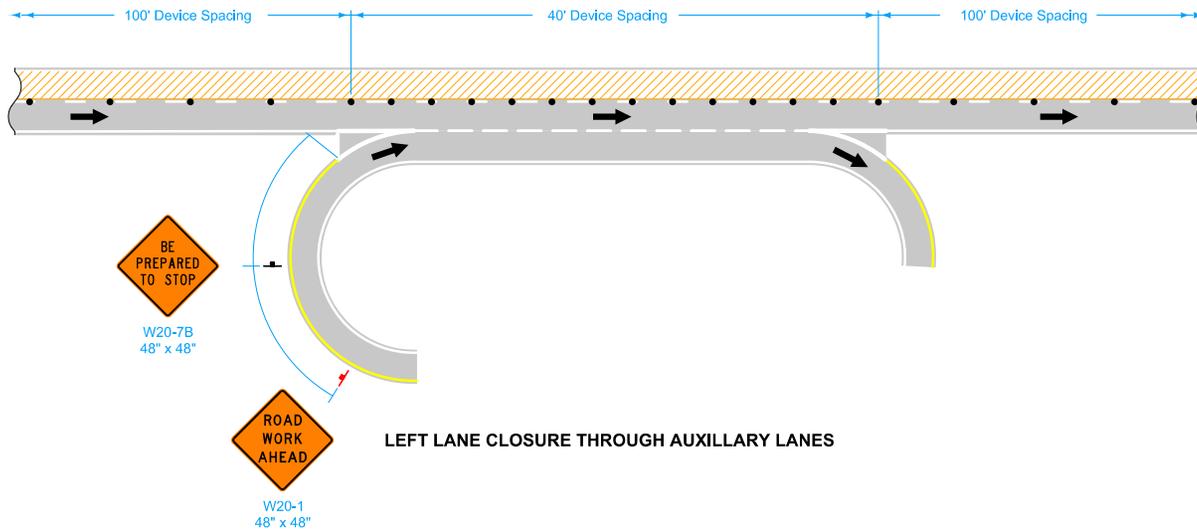


**STAGING THROUGH EXIT RAMP**

LEGEND	
x	Drum
⊥	Traffic Sign
•	42" Channellizer
←	Direction of Traffic
▨	Work Area

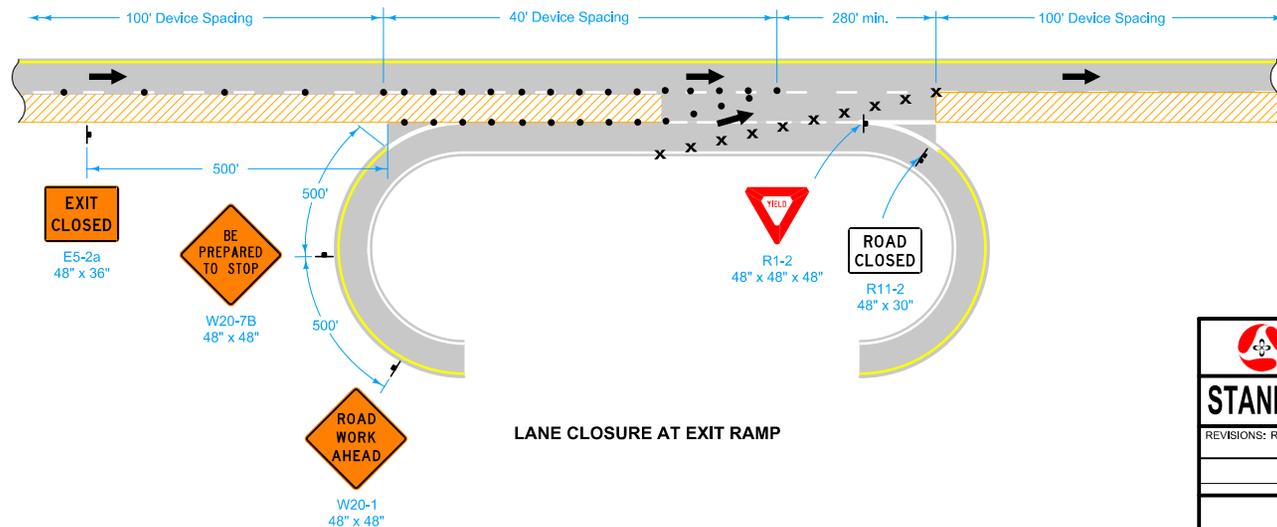
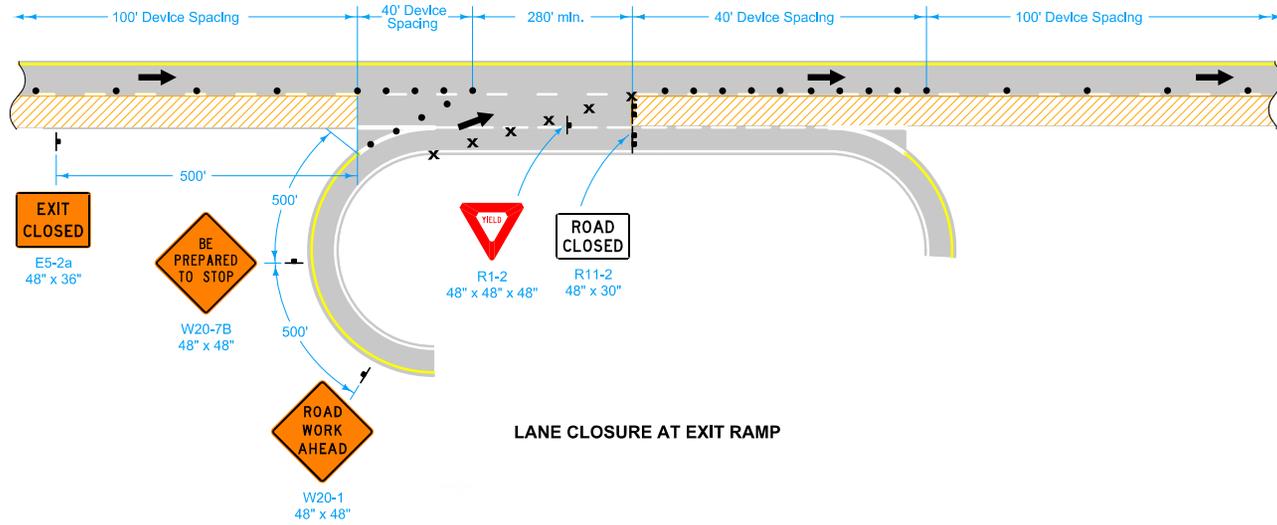
① Temporary EXIT sign, mounted so that bottom of sign is a minimum of 3 feet above pavement surface. If in place for more than one day, mount an Exit Number Panel with the proper exit number above the temporary EXIT sign. See [SI-881](#) for details.

 Iowa Department of Transportation	REVISION
	5   04-17-12
<b>STANDARD ROAD PLAN</b>	<b>TC-420</b>
REVISIONS: Removed "or Vertical Panel" from 42" Channellizer In Legend.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>LANE CLOSURE AT RAMPS</b>	



LEGEND	
x	Drum
†	Traffic Sign
•	42" Channellizer
←	Direction of Traffic
	Work Area

 Iowa Department of Transportation	REVISION
	5   04-17-12
<b>STANDARD ROAD PLAN</b>	<b>TC-420</b>
SHEET 3 of 5	
REVISIONS: Removed "or Vertical Panel" from 42" Channellizer In Legend.	
 APPROVED BY DESIGN METHODS ENGINEER	
<b>LANE CLOSURE AT RAMPS</b>	



LEGEND	
x	Drum
⊥	Traffic Sign
•	42" Channellizer
←	Direction of Traffic
	Work Area

 Iowa Department of Transportation	REVISION
	5   04-17-12
<b>STANDARD ROAD PLAN</b>	<b>TC-420</b>
REVISIONS: Removed "or Vertical Panel" from 42" Channellizer In Legend.	
<i>Deanna Maifield</i> APPROVED BY DESIGN METHODS ENGINEER	
<b>LANE CLOSURE AT RAMPS</b>	



W20-1  
48" x 48"

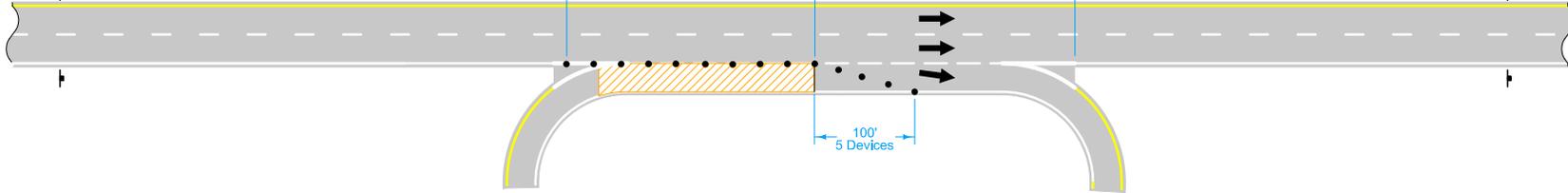
1500'

280' min.

500'



G20-2A  
48" x 24"



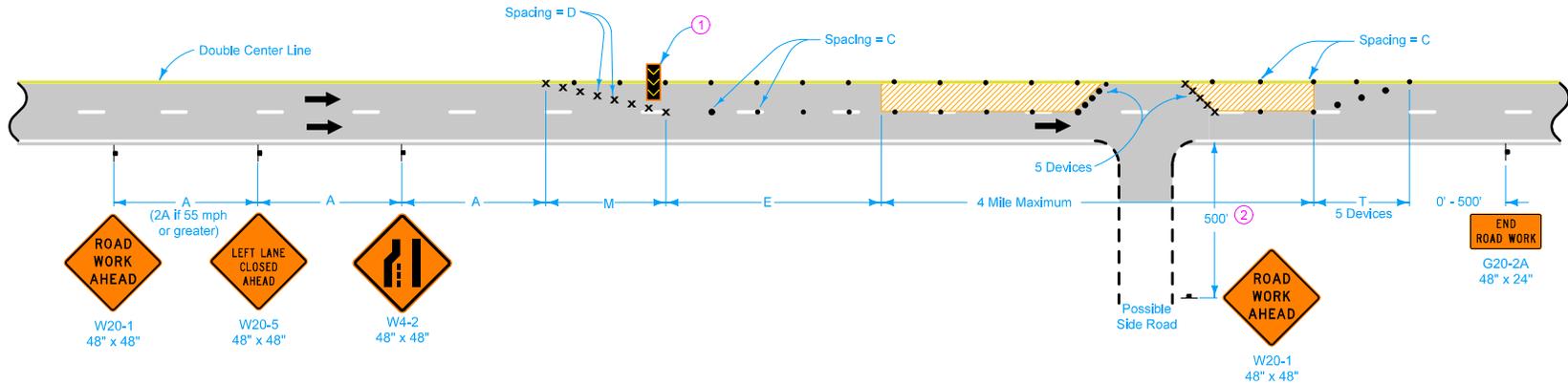
LANE CLOSURE AT EXIT RAMP

LEGEND

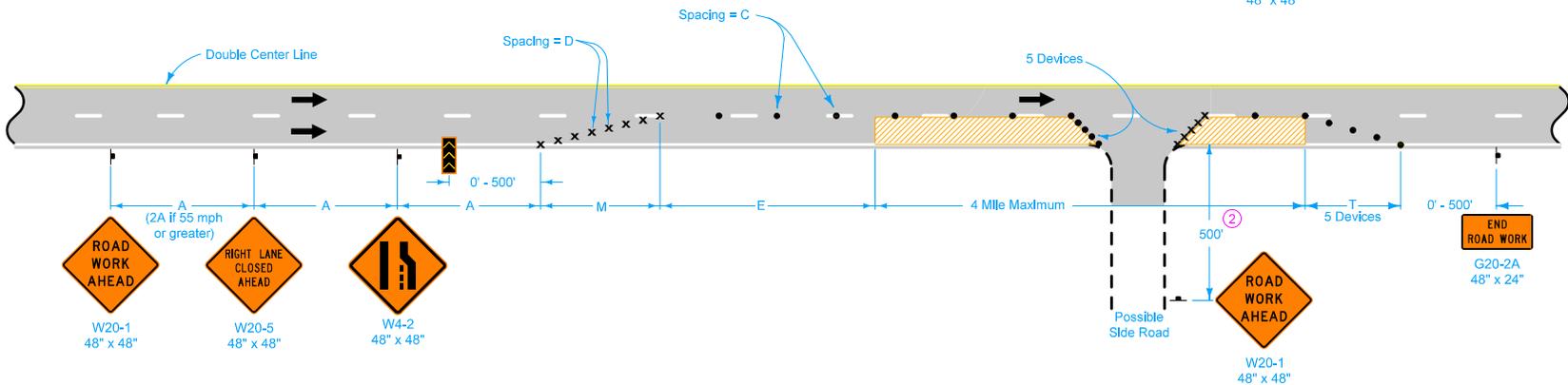
- x Drum
- † Traffic Sign
- 42" Channelizer
- ← Direction of Traffic
- ▨ Work Area

 Iowa Department of Transportation	REVISION	
	5	04-17-12
STANDARD ROAD PLAN	TC-420	
REVISIONS: Removed "or Vertical Panel" from 42" Channelizer In Legend.		
 <small>APPROVED BY DESIGN METHODS ENGINEER</small>		
LANE CLOSURE AT RAMPS		

LEFT LANE CLOSURE



RIGHT LANE CLOSURE



LEGEND

-  Traffic Sign
-  Drum
-  42" Channelizer
-  Arrow Board
-  Work Area
-  Direction of Traffic

SPEED LIMIT (mph)	A	C	D	E	M	T
35 or less	250'	40'	35'	0'-200'	245'	50'
40	500'	80'	40'	0'-300'	320'	50'
45	700'	80'	45'	0'-400'	630'	100'
50	700'	80'	45'	400'	630'	100'
55 - 60	1000'	100'	55'	600'	770'	100'

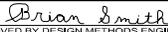
Where there is a lane line drop-off or rise, do not allow traffic to cross over the drop-off or rise, except for ramp locations where a BUMP (W8-1) sign is placed.

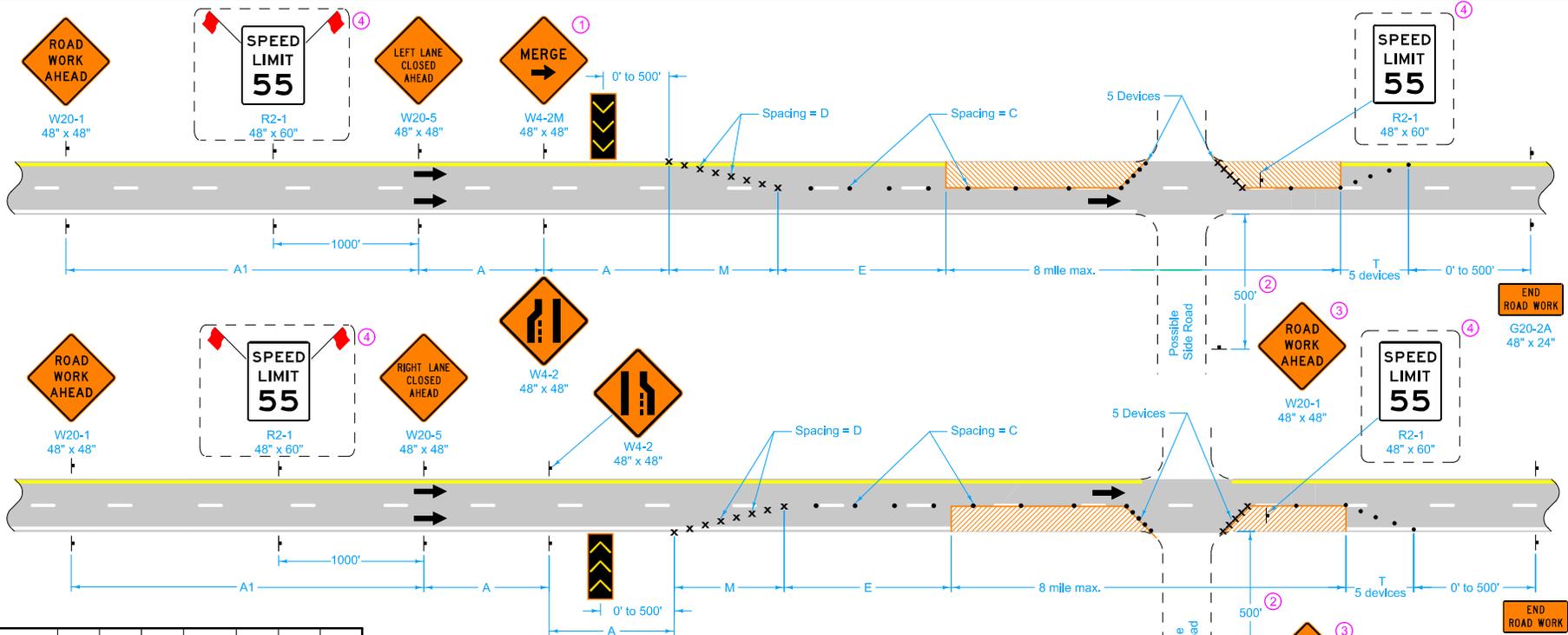
Lane line drop-offs greater than a nominal 4 inches are not allowed during non-working hours.

- ① Place arrow board within the closed lane behind the drums and as close to the beginning of the taper as practical.
- ② Where side road speed limit is 40 mph or less, a distance of 200 feet is allowed.

Possible Contract Item:

Traffic Control

 Iowa Department of Transportation	REVISION 6 10-15-13
	TC-419
SHEET 1 of 1	
REVISIONS: Clarified lane line drop-off in the general notes.	
 APPROVED BY DESIGN METHODS ENGINEER	
LANE CLOSURE ON UNDIVIDED HIGHWAY	



SPEED LIMIT (mph)	A	C	D	E	M	T	A1
35 or less	250'	40'	35'	0'-200'	245'	50'	250'
40	500'	80'	40'	0'-300'	320'	50'	500'
45	700'	80'	45'	0'-400'	630'	100'	700'
50	700'	80'	45'	400'	630'	100'	700'
55 - 60	1000'	100'	55'	600'	770'	100'	2000'
65 - 70	1000'	100'	65'	700'	910'	100'	2000'

**LEGEND**

- Direction Of Traffic
- Traffic Sign
- Drum
- 42" Channelizer
- Arrow Board
- Work Area

When the Average Daily Traffic (ADT) exceeds 20,000 vehicles per day or when a traffic queue extends beyond the advanced signing, place RIGHT/LEFT LANE CLOSED 4 MILES and RIGHT/LEFT LANE CLOSED 2 MILES signs (W20-5) on both sides of the roadway 4 miles and 2 miles in advance of the lane closure, respectively, as appropriate.

Where there is a lane line drop-off or rise, do not allow traffic to cross over the drop-off or rise, except for ramp locations where a BUMP (W8-1) sign is placed.

Lane line drop-offs greater than a nominal 4 inches are not allowed during non-working hours.

- ① Refer to SI-881 for sign details.
- ② Where side road speed limit is 40 mph or less, a distance of 200 feet is allowed.
- ③ Place a ROAD WORK AHEAD sign on the opposite side of the intersection in a similar location.
- ④ For roadways with a posted speed limit of 60 mph or greater before road work:
  - Place SPEED LIMIT 55 signs prior to the lane closure as shown.
  - When the length of closure is greater than 1 mile, install SPEED LIMIT 55 signs in the closed lane at 1-mile intervals.
  - Remove or cover all existing signs that conflict with 55 mph speed limit while 55 mph speed limit is in effect.

Possible Contract Item:  
Traffic Control

**STANDARD ROAD PLAN**

REVISIONS: Clarified lane line drop-off in the general notes.

*Brian Smith*  
APPROVED BY DESIGN METHODS ENGINEER

**LANE CLOSURE ON DIVIDED HIGHWAY**

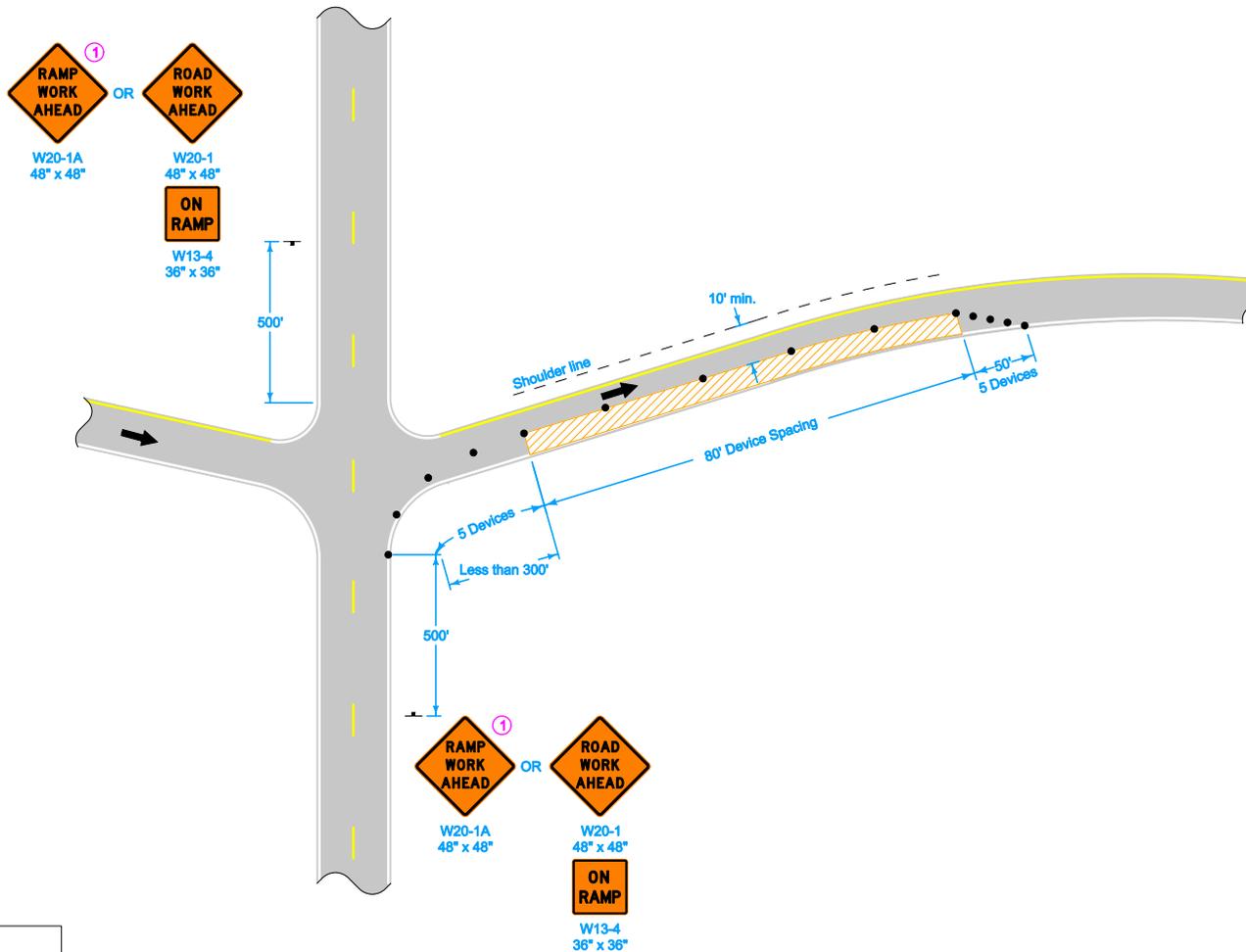
REVISION

8	10-15-13
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TC-418

SHEET 1 of 1

① Refer to SI-881 for sign details.



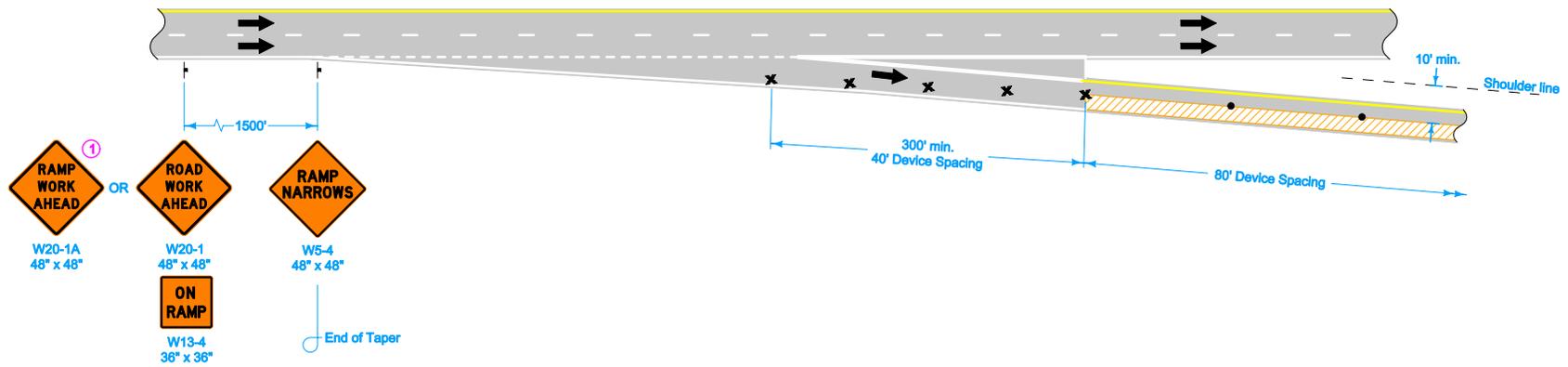
LEGEND	
	Traffic Sign
	42" Channelizer
	Direction of Traffic
	Work Area

Possible Contract Item:  
Traffic Control

	REVISION 2 04-17-12	
	STANDARD ROAD PLAN TC-416 SHEET 1 of 4	
REVISIONS: Removed "or Vertical Panel" from 42" Channelizer In Legend.		
APPROVED BY DESIGN METHODS ENGINEER <i>Deanna Maifeld</i>		
<b>PARTIAL LANE CLOSURE ON RAMP</b>		



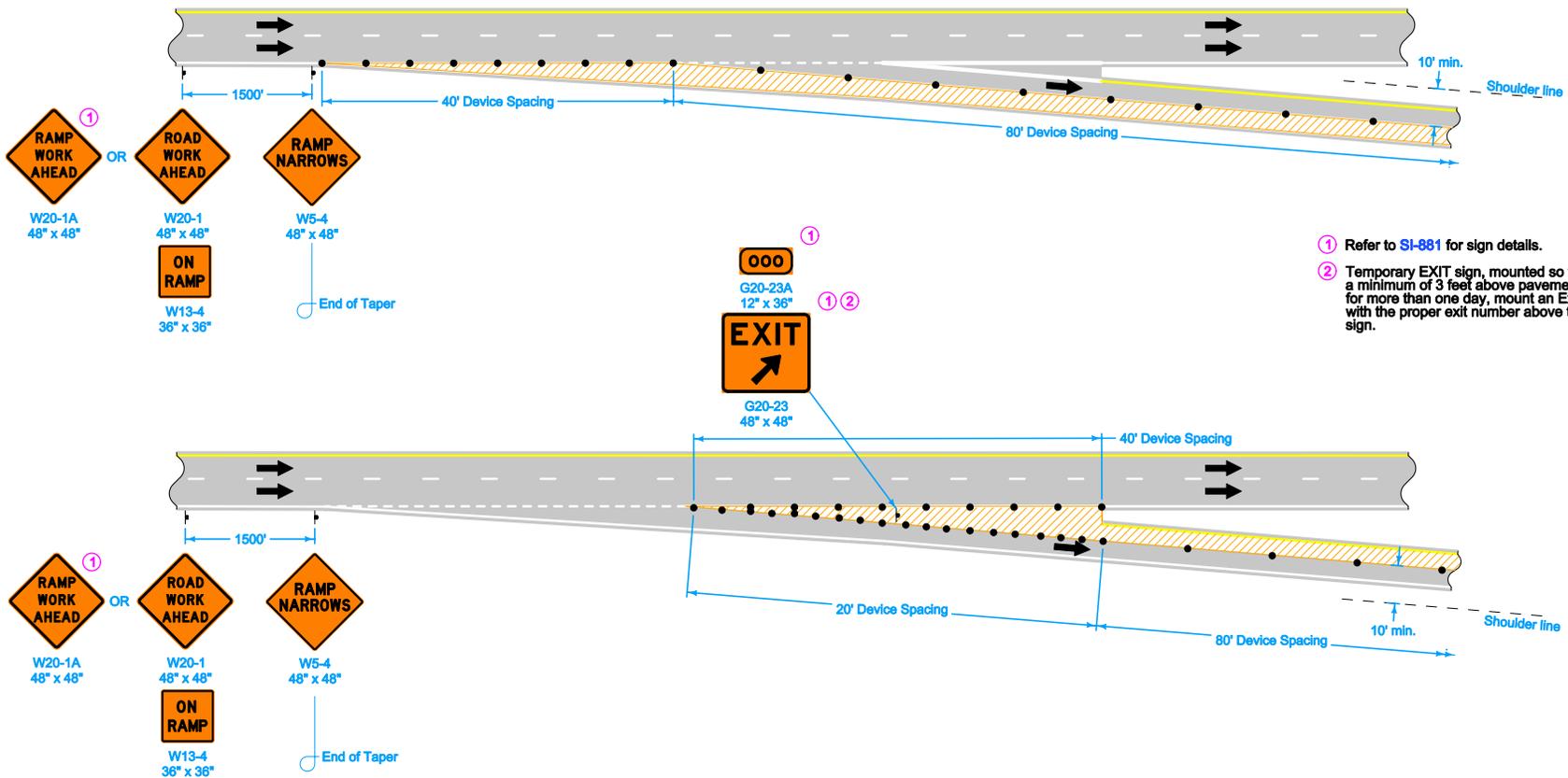
① Refer to SI-881 for sign details.



- ① RAMP WORK AHEAD  
W20-1A  
48" x 48"
- OR
- ROAD WORK AHEAD  
W20-1  
48" x 48"
- ON RAMP  
W13-4  
36" x 36"
- RAMP NARROWS  
W5-4  
48" x 48"
- End of Taper

LEGEND	
x	Drum
↑	Traffic Sign
•	42" Channelizer
←	Direction of Traffic
	Work Area

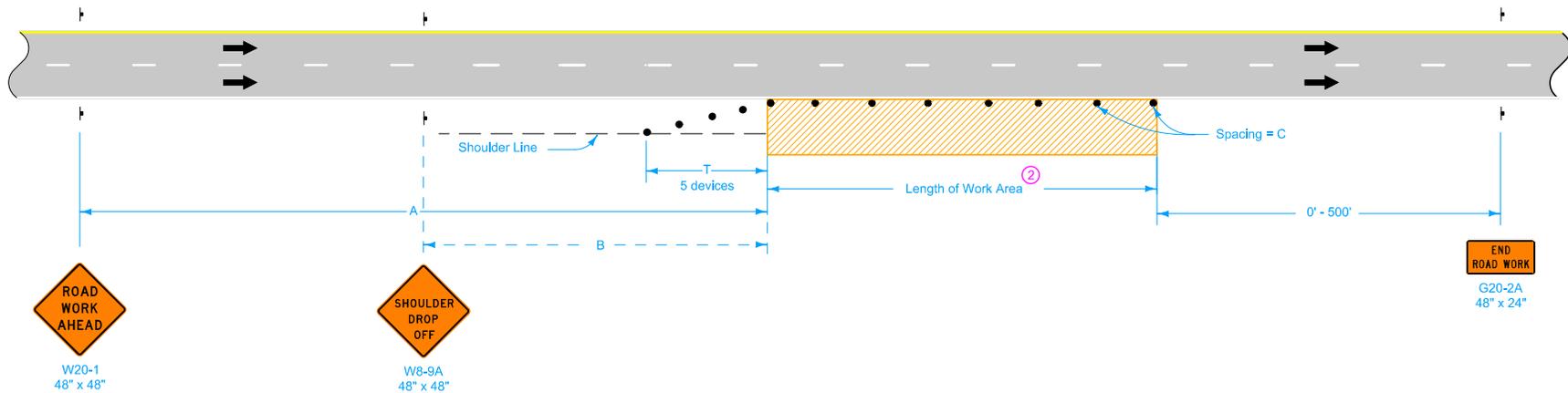
	REVISION
	2   04-17-12
<b>STANDARD ROAD PLAN</b>	<b>TC-416</b>
SHEET 3 of 4	
REVISIONS: Removed "or Vertical Panel" from 42" Channelizer In Legend.	
<i>Deanna Maifeld</i> APPROVED BY DESIGN METHODS ENGINEER	
<b>PARTIAL LANE CLOSURE ON RAMP</b>	



- ① Refer to SI-881 for sign details.
- ② Temporary EXIT sign, mounted so that bottom of sign is a minimum of 3 feet above pavement surface. If in place for more than one day, mount an Exit Number Panel with the proper exit number above the temporary EXIT sign.

LEGEND	
	Traffic Sign
	42" Channelizer
	Direction of Traffic
	Work Area

 Iowa Department of Transportation	REVISION
	2   04-17-12
<b>STANDARD ROAD PLAN</b>	<b>TC-416</b>
SHEET 4 of 4	
REVISIONS: Removed "or Vertical Panel" from 42" Channelizer In Legend.	
<i>Deanna Maifeld</i> APPROVED BY DESIGN METHODS ENGINEER	
<b>PARTIAL LANE CLOSURE ON RAMP</b>	



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

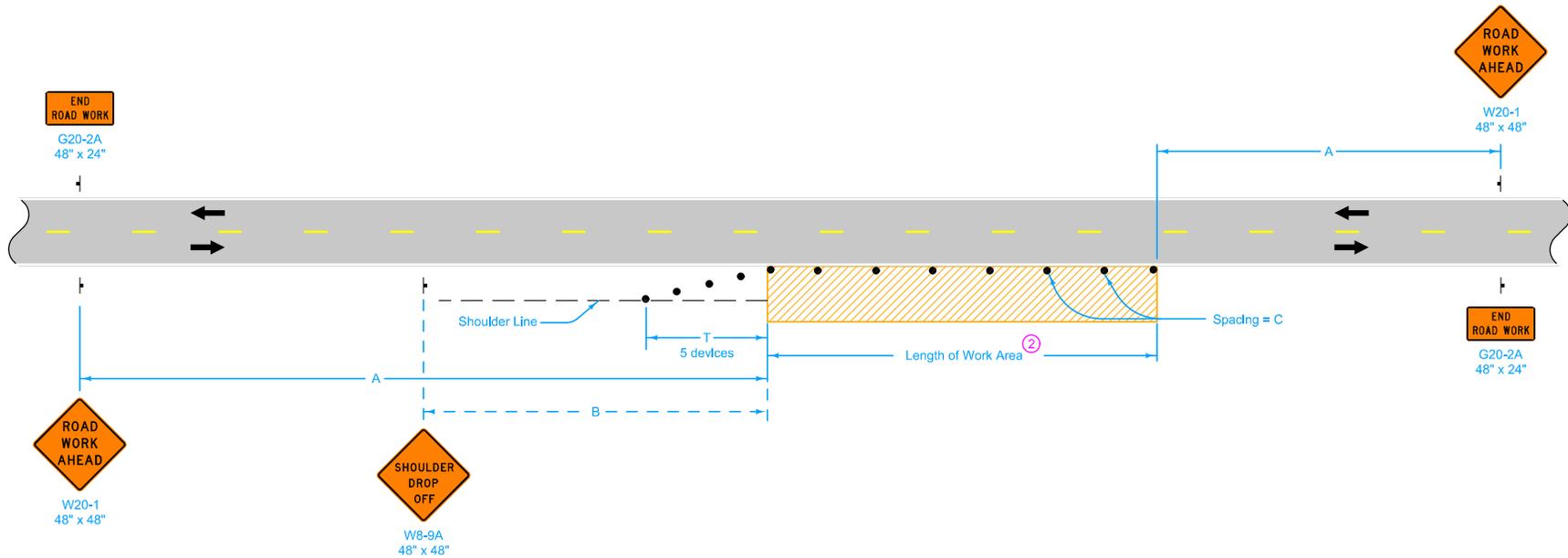
Possible Contract Item:  
Traffic Control

**LEGEND**

- ⊥ Traffic Sign
- 42" Channelizer
- Work Area
- ← Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
40 or less	500'	250'	40'	100'
45 - 50	700'	350'	80' ①	200'
55 - 60	1500'	500'	100' ①	200'
65 - 70	1500'	500'	100' ①	230'

 <b>Iowa Department of Transportation</b>	REVISION
	7   10-15-13
STANDARD ROAD PLAN	TC-402
REVISIONS: Modified circle note 1.	SHEET 1 of 1
<small>APPROVED BY DESIGN METHODS ENGINEER</small>	
SHOULDER CLOSURE (MULTI-LANE)	



When a pavement edge drop-off exists, install a SHOULDER DROP-OFF sign.

No pavement edge drop-offs greater than pavement depth will be allowed during non-working hours.

Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

① When the length of a pavement edge drop-off is 1000 feet or less, the temporary fillet requirement of Article 1107.08 of the Standard Specifications does not apply. Reduce channelizer spacing to 40 feet.

② For work areas less than 200 feet long, use channelizers spaced at 20 foot centers or use a vehicle with an amber revolving light or amber strobe light.

Possible Contract Item:  
Traffic Control

LEGEND	
	Traffic Sign
	42" Channelizer
	Work Area
	Direction of Traffic

SPEED LIMIT (mph)	A	B	C ②	T
35 or less	500'	250'	40'	100'
40 - 45	700'	350'	80' ①	200'
50 or greater	1000'	500'	100' ①	200'

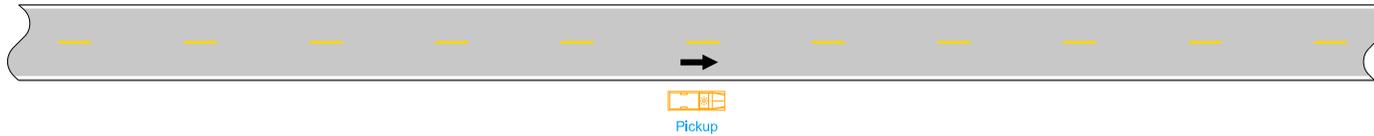
	REVISION
	7   10-15-13
<b>STANDARD ROAD PLAN</b>	<b>TC-202</b>
REVISIONS: Modified circle note 1.	SHEET 1 of 1
 APPROVED BY DESIGN METHODS ENGINEER	
<b>SHOULDER CLOSURE</b> (ONE LANE)	

Do not allow work to interfere with the flow of traffic.

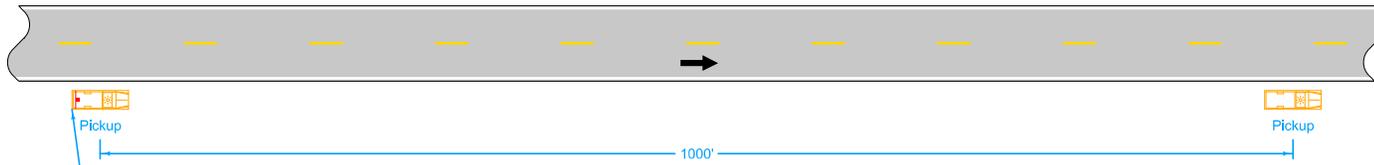
When parked, locate vehicles as far from the open traffic lane as possible. Entrances and driveways should be used whenever appropriate.

Equip all vehicles with an amber revolving light or amber strobe light.

① For work lasting longer than one hour, refer to [TC-202](#) or [TC-402](#).



VEHICLE STOPPED ON SHOULDER FOR LESS THAN ONE HOUR ①



SLOW-MOVING OPERATION



LEGEND	
	Traffic Sign
	Direction of Traffic

Possible Contract Item:  
Traffic Control

	REVISION
	2   04-16-13
<b>STANDARD ROAD PLAN</b>	<b>TC-1</b>
	SHEET 1 of 1

REVISIONS: Modified note concerning amber Vehicle Warning Light.

*Deanna Maifield*  
APPROVED BY DESIGN METHODS ENGINEER

**WORK NOT AFFECTING TRAFFIC  
(TWO-LANE OR MULTI-LANE)**

Bidder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## SEALED BID

LETTING DATE: December 24, 2014

PROPOSAL NO: 13309

PROPOSAL DESCRIPTION: On-Call Electrical Repairs in Council Bluffs  
Area

Iowa Department of Transportation  
PURCHASING - SEALED BID PROPOSAL  
800 Lincoln Way  
Ames, IA 50010