

Date Bids Due 4/10/2015		Time of Bid Opening 1:00 PM	Bid Opening Location 800 Lincoln Way, Ames, IA	
Proposal Number 14102	Description Permanent Erosion Control Story County			
Contract to Begin 4/15/2015	Date of Completion 5/15/2015	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/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 or purchase order. **Faxed or e-mail 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 proposal 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 proposal 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 Office of Procurement and Distribution.

**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.

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



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

-INFORMAL-

*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.

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 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.**

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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. Bids received after the time of the bid opening will be rejected 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/response 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 and may 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.
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 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. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-11B.16 (8A).
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.

6. **Default:** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. 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 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 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.



## Schedule Of Prices

Number	14102
Date Required	04/10/2015 1:00 PM

Title Permanent Erosion Control Story County  
 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: \_\_\_\_\_

Price Good Until: \_\_\_\_\_

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	JOB	In Collins over Bike Trail/Abanded RR See attached scope of work Stock #: 370-519205			

Comments:

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

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

**Iowa Department of Transportation  
General Requirements  
Permanent Erosion Control in Story County  
Proposal No.: 14102  
Letting Date: April 10, 2015 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. "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.

**Part 2 Supplementary Instructions to Bidders**

**2.1 General**

**A. Owner:**

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

**B. Contract Document Information:**

**Contact persons regarding project site contact:**

Iowa Department of Transportation:

Contact: Michael Heller: Email: [michael.heller@dot.iowa.gov](mailto:michael.heller@dot.iowa.gov) Phone: 515-239-1425

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

Purchasing Section

Purchasing Agent – Rhonda Ruark

Phone No.: 515-239-1285 Fax No.: 515-239-1538

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

**C. Scope of Work**

See Attachment #1.

**D. Contract Award:**

- Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. All items are tied; one vendor to perform all services. Bid price will include all requirements listed in Scope of Work to complete this proposed project. The DOT will award to whichever is the lowest, most responsive, responsible bidder. The Iowa DOT reserves the right to accept the bid(s) which best serves the interest of the State.

- Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.

## **2.2 Bidders Representatives**

### **A. Obligation of Bidder:**

- At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the specifications, and other contract documents, including all addenda.
- The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

### **B. Codes, Laws and Regulations:**

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.

### **C. Licenses, Permits and Inspections**

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work and must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

## **2.3 Bidding Documents**

### **A. Specifications:**

- The Specifications are to remain on file at the Iowa DOT, Purchasing Section, 800 Lincoln Way, Ames, IA 50010.

### **B. Contents of the Contract Documents:**

- In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
  1. Addendum
  2. Proposal Form
  3. Special Provision
  4. Plans
  5. Supplemental Specifications
  6. Standard Specifications

Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.

### **C. Interpretation of Contract Documents:**

- If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an

interpretation thereof. Requests for interpretation must be received on or before **1:00 P.M. April 6, 2015.**

- No interpretation of the meaning of the specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.

**D. Exceptions/Equals**

N/A

**E. Addenda:**

- Addenda, if issued, will be emailed to all known bidders and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.
- All addenda so issued shall become part of the contract documents.

**2.4 Bidding Procedures**

**A. Proposed Form:**

- Each Bid must be submitted on the Schedule of Prices form.
- All bids received by the Iowa DOT, which require allocation of appropriated state funds, are subject to the acceptance of the issuing department of the State of Iowa.

**B. Proposal Guaranty:**

None is required for this for this project.

**C. Submitting Proposals:**

- Each proposal must be submitted in ink or typewritten and may be faxed or e-mailed to Rhonda Ruark at 515-239-1538, or [rhonda.ruark@dot.iowa.gov](mailto:rhonda.ruark@dot.iowa.gov).
- Submit bids to The Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010. Bids due on or before **1:00 P.M., April 10, 2015.**

**D. 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.

**E. Extension of Contract Period:**

The Iowa DOT may grant an extension of the contract period for additional work requiring additional construction time that adds additional work to the controlling item of work.

**F. Facsimile Modifications and Bid Closing:**

- Bids received prior to the time of opening will be securely kept, unopened. 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 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.

**G. Informalities:**

The Owner may waive any informalities or reject any or all bids.

**2.5 Consideration of Bids**

**A. Rejection of Bids:**

- The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- Conditional bids will not be accepted.

**B. Qualification of Bidder:**

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

**2.6 Performance and Payment Bonds**

**A. 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.

**B. Power of Attorney:**

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

**2.7 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.***

## **2.8 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 91C, Code of Iowa 2003.

## **2.9 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.

## **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.
- Contractor may be required to make available to Iowa DOT at time the apparent low bidder has been determined all Material Safety Data Sheets (MSDS) for all products provided prior to approved contractor and award. These must be faxed to Purchasing 515-239-1538 with cover indicating project the MSDS sheets pertain to. This shall be faxed within two (2) days upon request.

#### **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 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.

#### **C. 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.

#### **D. 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

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.

#### **E. 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).

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

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

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.
- The Iowa DOT contact shall be: Michael Heller, Agronomist (515) 239-1425

### **3.4 Contract Period**

- The starting and completion dates to be determined. The date of completion shall be stated in calendar days on the Contractor's proposal, and if necessary, adjusted by mutual agreement between the Iowa DOT and Contractor prior to executing the contract documents.
- The Iowa DOT realizes that deliveries and condition will have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise that completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

#### **Liquidated Damages:**

- Though no liquidated damages apply to this project, time is an essential of the contract, and it is important that the work be pressed vigorously to completion.

### 3.5 Payments and Completion

- A. Payments terms are Net 30 Days. Contractor will reference purchase order on the invoice and shall send to:  
Iowa Department of Transportation – purchasing section  
800 Lincoln Way  
Ames, IA 50010

### 3.6 Protection of Persons and Property

#### A. 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

### 3.7 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 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 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
- Pollution Liability \$750,000

- Occupation Disease \$750,000

**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

### **3.8 Miscellaneous Provisions**

#### **A. Discriminatory Practices:**

- All contractors or subcontractors working under the terms of this project are prohibited from engaging in discriminatory employment practices as forbidden by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.
- Bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these Specifications, neither the contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion or natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination. Failure to do so could be deemed a material breach of contract.

### **3.9 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.

Story County  
In Collins over Bike Trail/Abanded RR  
Permanent Erosion Control

Project Number: STPN-065-5(35)--2J-85

PIN: 04-85-065-030

Plans Issued: 4/2/2015

SHEET INDEX

1.1 General Information

1.2 Pollution Prevention Plan



**2601-2634105 MULCHING, BONDED FIBER MATRIX**

A Bonded Fiber Matrix shall be applied as the mulch for all areas designated as "Seeding and Fertilizing (Urban)".

The seed and fertilizer for the area to be covered shall be applied before the Bonded Fiber Matrix Hydraulic Mulch application.

Application rate shall be a minimum of 3000 lbs per acre.

**QUANTITY: 1.7 acres**

**2601-2636015 NATIVE GRASS SEEDING**

For all areas designated by the Engineer.

All areas outside eight feet adjacent to shoulder shall be seeded with "Native Grass Seeding".

All seed for "Native Grass Seeding" will be supplied and mixed by the contractor according to Article 2601.03, B, 4, c and installed according to Article 2601.03, C, 5.

All forb seed will be applied through the native grass drill wildflower or small seed box.

Forb seed will not be allowed to be mixed and applied with the native grass seed.

Cover crop will be required to be applied through the cool season or cover crop seed box.

The cover crop seed will not be allowed to be mixed and applied with the native grass seed.

Drill shall be calibrated prior to operation at the project site to the specified seeding rate for the project and witnessed by the contracting authority.

The Engineer will review the limits prior to seeding with the Contractor.

**QUANTITY: 5.75 acres**

**2601-2636043 SEEDING AND FERTILIZING (RURAL)**

For all areas designated by the Engineer.

All areas 8 foot adjacent to the shoulder mainline and side roads shall be seeded and fertilizer per Article 2601.03, C, 3.

All seed and fertilizer for shall be applied with ground driven equipment.

**QUANTITY: 0.7 acres**

**2601-2636044 SEEDING AND FERTILIZING (URBAN)**

For all areas designated by the Engineer.

Seedbed preparation, fertilizer and seed will be required per See article 2601.03, C, 4.

All seed and fertilizer for shall be applied with ground driven equipment.

All Seeding and Fertilizing (Urban) will be completed during the time frame of April 1 through May 15.

**QUANTITY: 1.7 acres**

**2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS**

Includes removal of existing silt fence, silt fence ditch checks, and posts.

All material shall become the property of the contractor.

Silt fence shall be cut off at the ground line and special care shall be taken not disturbed any existing vegetation.

Any disturbed areas will be seeded with the same seed mix that is immediately adjacent to the disturbed areas. Seed shall be incidental to this item.

**QUANTITY: 1530 feet**

**2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE**

Included for removal of perimeter and sediment control devices.

All material shall become the property of the contractor and removed from the project within 24 hours.

**QUANTITY: 1530 feet**

POLLUTION PREVENTION PLAN

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This Base Pollution Prevention Plan (PPP) includes information on Roles and Responsibilities, Project Site Description, Controls, Maintenance Procedures, Inspection Requirements, Non-Storm Water Controls, Potential Sources of Off Right-of-Way Pollution, and Pollution Prevention Plan. This plan references other documents within the project site including the documents contained in the document. A copy of the Pollution Prevention Plan, amended as needed per plan revisions or by contract modification, will be readily available for review. All contractors shall conduct their operations in a manner that controls pollutants, minimizes erosion, and prevents sediments from entering waters of the state and leaving the highway right-of-way. The prime contractor shall be responsible for compliance and implementation of the PPP for their entire contract. This responsibility shall be further shared with subcontractors whose work is a source of potential pollution as defined in this PPP.

I. ROLES AND RESPONSIBILITIES

- A. Designer:
  1. Prepare a Base PPP included in the project plan.
  2. Prepare Notice of Intent (NOI) submitted to Iowa DNR.
  3. Signature authority on the Base PPP and NOI.
- B. Contractor/Subcontractor:
  1. Affected contractors/subcontractors are co-permittees with the IDOT and will sign a certification statement adhering to the requirements of the NPDES permit and this PPP plan. All co-permittees are legally required under the Clean Water Act and the Iowa Administrative Code to ensure compliance with the terms and conditions of this PPP.
  2. Review and understand the requirements of the permit and this PPP plan. Amend the specifications and any additional plan notes.
  3. Install and maintain appropriate controls.
  4. Supervise and implement good housekeeping practices.
  5. Conduct joint required inspections of the site with inspection staff.
  6. Signature authority on Co-Permittee Certification Statements and storm water inspection reports.
- C. RCE/Inspector:
  1. The RCE/Inspector has a change in design, construction, operation or maintenance, which has a significant effect on the discharge of pollutants from the project.
  2. Maintain an up-to-date list that identifies contractors and subcontractors as co-permittees.
  3. Make these plans available to the DNR upon their request.
  4. Conduct joint required inspections of the site with the contractor/subcontractor.
  5. Prepare a report after each inspection.
  6. Signature authority on storm water inspection reports and Notice of Discontinuation (NOD).

II. PROJECT SITE DESCRIPTION

- A. This Pollution Prevention Plan (PPP) is for the construction of a RCB Culvert in Collins over a Bike Trail.
- B. This PPP covers approximately 10.5 acres with an estimated 9 acres being disturbed. The portion of the PPP covered by this contract has 9 acres disturbed.
- C. The PPP is located in an area of 1 soil association (B). The estimated average 505 runoff curve number for this PPP after completion will be 73.
- D. Storm Water Site Map - Multiple sources of information comprise the base storm water site map including:
  1. Drainage Patterns - Plan and Profile sheets and Situation Plans.
  2. Proposed Slopes - Cross Sections.
  3. Areas of Soil Disturbance - construction limits shown on Plan and Profile sheets.
  4. Location of Structural Controls - Retention basins, detention basins, and other structures.
  5. Location of Stormwater Controls - Turbidity and silt traps.
  6. Locations of Stabilization Practices - generally within construction limits shown on Plan and Profile sheets.
  7. Surface Waters (including wetlands) - Plan and Profile sheets.
  8. Locations where storm water is discharged - Plan and Profile sheets.
- E. The base site map is amended by contract modifications and progress payments of completed erosion control work.
- F. Runoff from this work will flow into Wolf Creek, Indian Creek, and South Shank River.

III. CONTROLS

- A. The contractor's work plan and sequence of operations specified in Article 269D.03 for accomplishment of storm water controls should clearly describe the intended sequence of major activities and for each activity define the control measure and the timing during the construction process that the measure will be implemented.
- B. Preserve vegetation in areas not needed for construction.
- C. Action 269D.02 of the Standard Specifications define requirements to implement erosion and sediment control measures. Additional erosion and sediment control items may be required as determined by the Inspector and/or contractor during storm water monitoring inspections. If the work involved is not applicable to any contract items, the work will be paid for according to Article 1189.03 paragraph B.
- 1. EROSION AND SEDIMENT CONTROLS
  - a. Stabilization Practices
    - 1) Stabilization will ensure that existing vegetation is preserved where attainable and disturbed portions of the site will be stabilized.
    - 2) Stabilization measures shall be initiated as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased.
    - 3) Temporary stabilizing seeding shall be completed at least 21 days. The area shall be stabilized by temporary seeding or mulching planned to occur in a disturbed area for at least 21 days. The area shall be stabilized by temporary seeding or mulching stabilized areas. Other stabilizing measures for this project are located in the Estimated Project Quantities (180-14) and Estimate Reference Information (180-44) located on the C sheets of the plan. Additional items may be found in the Inspector's Daily Reports (IDR) or Contract Modifications.
  - b. Structural Practices
    - 1) Structural practices will be implemented to divert flows from exposed soils and detain or otherwise limit runoff and the discharge of pollutants from exposed areas of the site.
    - 2) Storm water shall be detained in the Estimated Project Quantities (180-14) and Estimate Reference Information (180-44) located on the C sheets of the plan, as well as all other item specific Tabulations. Typical drawings detailing construction of the devices to be used on this project can be found on the B sheets of the plan or are referenced in the Standard Road Plans Tabulation.
    - 3) Measures shall be installed during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.
- 2. OTHER CONTROLS
  - 1) Contract disposal of unused construction materials and construction material wastes shall comply with applicable state and local waste disposal, sanitary sewer, or septic system regulations. In the event of a conflict with other governmental laws, rules and regulations, the more restrictive laws, rules or regulations shall apply.
  - 2) Vehicle Entrances and Exits - Construct and maintain entrances and exits to prevent tracking of sediments onto roadways.
  - 3) Material Delivery, Storage and Use - Implement practices to prevent discharge of construction materials during delivery, storage, and use.
  - 4) Spillage Management - Install controls to reduce or eliminate pollution of storm water from stockpiles of soil and waste disposal - Do not discharge any materials, including building materials, into waters of the state, except as authorized by a Section 404 permit.
  - 5) Spill Prevention and Control - Implement procedures to contain and clean-up spills and prevent material discharges to the storm drain system and waters of the state.
  - 6) Fuel and Oil Management - Implement procedures to prevent fuel and oil spills from equipment and vehicles.
  - 7) Vehicle and Equipment Cleaning - Employ washing practices that prevent contamination of surface and ground water from wash water.
  - 8) Vehicle and Equipment Fueling and Maintenance - Perform on site fueling and maintenance in accordance with all environmental laws such as proper storage of outside fuels and proper disposal of used engine oil or other fluids on site.
  - 9) Interim Management - Ensure employees properly dispose of litter.
  3. APPROPRIATE INTERIM MANAGEMENT PRACTICES
    - 1) During the course of this construction, it is possible that situations will arise where unknown materials will be encountered. When such situations are encountered, they will be handled according to all federal, state, and local regulations in effect at the time.

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occure after construction operations have been completed. The installation of these devices may be subject to Section 404 of the Clean Water Act.

- IV. MAINTENANCE PROCEDURES
  1. The contractor shall be responsible to maintain all temporary erosion and sediment control measures in proper working order, including cleaning, repairing, or replacing them throughout the contract period. This shall begin when the features have lost 50% of their capacity.
- V. INSPECTION REQUIREMENTS
  1. Inspections shall be made jointly by the contractor and the contracting authority at least once every seven calendar days. Storm water monitoring inspections will include:
    1. Summary of the scope of the inspection.
    2. Name and qualifications of the personnel making the inspection.
    3. Rainfall amount.
    4. Review erosion and sediment control measures within disturbed areas for the effectiveness in preventing impacts to receiving waters.
    5. Identify corrective actions required to maintain or modify erosion and sediment control measures.
    6. Include storm water monitoring inspection reports in the Amended PPP. Incorporate any additional erosion and sediment control measures determined as a result of the inspection. Immediately begin corrective actions on all deficiencies found and complete all actions within 3 calendar days of the inspection.
- VI. NON-STORM WATER DISCHARGES
  1. This includes subsurface drainage (i.e. longitudinal and standard subdrains) and slope drains. The velocity of the discharge from these features may be controlled by the use of partition blocks, Class A stone, erosion stone or other appropriate materials.
- VII. POTENTIAL SOURCES OF OFF RIGHT-OF-WAY (ROW) POLLUTION
  1. Silt, sediment, and other forms of pollution located outside highway ROW are beyond the control of this PPP. Pollution within highway ROW will be conveyed and controlled per this PPP.
- VIII. DEFINITIONS
  1. Base PPP - Initial Pollution Prevention Plan.
  2. Amended PPP - May include Plan Revisions or Contract Modifications for new items and fieldbook entries made by the Inspector.
  3. IDR - Inspector's Daily Report - This contains the Inspector's daily diary and item postings.
  4. Control measures, practices, or structures to minimize or prevent erosion, control sedimentation, control storm water, or stabilize construction areas.
  5. Signature Authority - Representative from Designer, Contractor/Subcontractor, or RCE/Inspector authorized to sign various storm water documents.

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