

Response Due Date 9/14/2016		Time 1:00 PM	Location 800 Lincoln Way, Ames, IA	
Proposal Number 17360	Description Tile Crossing US 218 Henry County			
Contract Begin Date 9/19/2016	Contract Completion Date 10/27/2016	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$125.00
Purchasing Agent Assigned Rhonda Ruark	E-Mail Address rhonda.ruark@dot.iowa.gov	Phone 515-239-1285	Fax 515-239-1538	

RESPONDER INFORMATION				
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Contact Name	E-Mail Address		Phone	Fax
Responder agrees to sell goods/services or both at the same prices, terms and condition to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Responder is an Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

GENERAL INFORMATION

The entire contents of this solicitation; Addendums, Schedule of Prices, Specifications, Plans and Drawings, Supplemental Terms and Conditions, Standard Terms and Conditions shall become part of the contract or purchase order. **Faxed or email responses will be accepted.**

Acceptance/Rejection: The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to a supplier or service provider. The Iowa DOT reserves the right to accept the response which is deemed to be in the best interest of the state. Any unauthorized changes, additions, or conditional responses including any ties to other solicitations or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for (30) days from the due date indicated above.

Method of Award: Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa responder will be given preference over an out-of-state responder when 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.

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

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

We certify that all materials, equipment, goods and/or services offered meet or exceed the specifications and requirements and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.

Signed: _____

Date: _____



Iowa Department of Transportation
Standard Terms and Conditions
For
Submission of Quotations or Bids

-INFORMAL-

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

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

- Addendums to the solicitation
- Solicitation-
 - 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 Solicitation Response: All responses must address all aspects of the solicitation. Responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Responses must be signed and received prior to the bid opening date and time indicated on the Solicitation Response page or other specified areas throughout the solicitation document. The signed, submitted quotation or bidder's proposal shall become the official response to be considered for award.

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

A. Solicitation

1. **Opening:** The opening of responses are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Responses received after the time of the opening will be returned to the bidder and considered non-compliant.
2. **Communications:** Questions concerning this solicitation should be directed to the purchasing agent listed on the Solicitation Response page. 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 response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit bid prices, extended price, or total amount of response, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.
4. **Acceptance/Rejection:** The Iowa DOT or provider reserves the right to accept or reject any or all responses 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 response which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional response including any ties to another response or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for thirty (30) days from date of opening.

5. **Bid Results & Disclosure:** Tabulation results will be sent to all responders and may be posted on the Iowa DOT website at 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 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.
6. **Quality of Goods:** 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 Solicitation 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 response 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 7:00 a.m. and 3:00 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 responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa company or individual will be given preference over an out-of-state company or individual when 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 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 solicitation 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 responder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. The Iowa DOT may offer a contract extension to the Contractor when a scheduled target date cannot be met.
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the solicitation and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **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 or contract to be submitted for processing.
6. **Default (Supplier):** 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.
7. **Default (Contractor):** 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 the Iowa 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 action of the Iowa DOT Purchasing Section, refer to 761IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor, service provider 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 response, 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:** Responders to the solicitation must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Indemnification-Goods:** To the extent the goods are not manufactured in accordance with Iowa DOT's designs, Supplier shall defend, indemnify and hold harmless Iowa DOT, its assignees, and other users of the goods from and against any claim of infringement of any letters patent, trade names, trademarks, copyright or trade secrets by reason of sale or use of any articles purchased. Iowa DOT shall promptly notify Supplier of any such claim.
8. **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.
9. **Iowa Open Records Law:** All Solicitation Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.

10. **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.
11. **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 goods or services or both.
12. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.
13. **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	17360
Date Required	09/14/2016 1:00 PM

Title Tile Crossing US 218 Henry 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

Contractor's number: _____

Product Availability Days: _____

Price Good Until: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1	1	JOB	All labor, materials and equipment necessary to repair tile under Peterson Highway US 218 near station 216+65, milepost 52.15, or approximately 1.2 miles north of County Road H-28. Delivery Location: ,			
Comments:						

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

Signature: _____ Date: _____

Section 1 Introduction & Solicitation Information

1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit responses from responsible, responsive bidders to provide the goods and/or services identified and described below as specifically described in Section 2 of this solicitation.

1.2 General

The owner of goods and/or services sought shall be the Iowa Department of Transportation (Iowa DOT).

1.2.1 Project Location

Henry County, US 218 generally located 1.2 miles north from County Road H 28. Located from 52.15 milepost (216+65 Station) to milepost 217+00 on both sides of highway.

1.2.2 Issuing Agent

The Issuing Agent, identified on the Solicitation Response page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

1.2.3 RFB posted on the Internet

Bidders are required to visit the Iowa DOT's website at: www.iowadot.gov/purchasing/lettingschedule periodically for any and all addendums or other pertinent information regarding this solicitation.

The Iowa DOT must receive responses either **electronically or by standard mail on or before** the deadline on the Solicitation Response page. Any responses received after this deadline may be rejected.

Bidders must furnish all information necessary to be considered for award. Responses that fail to meet the mandatory requirements of the RFB may be disqualified. Verbal information provided by bidders shall not be considered part of the bidders' response.

1.2.4 Clarification

If a Bidder requires additional information to understand specifications found in Section 2 or any other part of the solicitation, all questions must be received in writing no less than 48 hours prior to the bid opening. The Iowa DOT reserves the right to contact Bidders after receiving responses for the purpose of clarification to ensure mutual understanding.

Section 2 Specifications & Contractor Responsibilities

2.1 Purpose

The Iowa DOT is seeking qualified bidders to provide all materials, labor and equipment to complete this tiling project.

2.2 Specifications - Scope of work

Place 250' pipe crossing at a 10 degree skew under roadway at Station 216+65 by a combination of approximately 210' tile bore under roadway and open cut install for all remaining pipe outside of primary fore slope. This crossing may be a choice of 6" steel casing pipe

(0.188 inch minimum wall thickness) or 10" coated CMP per specifications. Connection to the existing 4" field tile on the east side of the highway should be one foot outside of the IA DOT right of way. A 4" diameter inspection access shall be installed according to IA DOT Road Standard DR-302. Outlet on the west side of highway shall be per IA DOT Road Standard DR-305 Type A with a rodent guard. All backfill will be at specified compaction methods and densities per IA DOT specifications.

The existing tile crossing under the north bound lane shall be plugged and abandoned with flowable mortar.

- See attached plans in regards to details for installation requirements.
- Contractor will be responsible for traffic control.
- Contractor shall be responsible for restoration of vegetation and all work and material required to complete seeding the area in the proposed site. Seed required shall match existing.
- Bid price shall include all costs to accomplish crossing clean up and traffic control.
- The Schedule of Prices shall indicate the total lump sum bid price to include all costs associated to compete this project per IDOT plans and specifications.
- Work is to be completed on or before October 28, 2016.
- Liquidated damages of \$125.00 per calendar day may be assessed if project is not completed according to Iowa DOT standards and by completion date.

2.3 Contractor Responsibilities

2.3.1 Contractors Construction Schedule

The Successful Bidder will submit a detailed construction schedule including dates of commencement and completion. Upon acceptance of the schedule, the Bidder will be expected to adhere to these dates as proposed.

2.3.2 Sub-Contractors

The Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors and major material suppliers at the pre-construction meeting.

2.3.3 Verifying Work of Others

When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to the Iowa DOT project manager any defects in such work and/or discrepancies between executed work plans, drawings or specifications.

2.3.4 Guarantee

The Guarantee shall include, but not be limited to the following elements and services:

- a.** Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
- b.** Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c.** Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

2.3.5 Workmanship

All workmanship or labor provided upon award shall be warrantied for a period of not less than twelve (12) months. The Contractor shall be responsible for any damage to other work resulting from negligence either purposeful or accidental. The Contractor will be allowed a remedy period as mutually agreed upon. The warranty period of twelve (12) months shall begin on the date of final acceptance. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship.

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense. The Iowa DOT project manager shall notify the Contractor and set up a complete walk-through inspection.

2.3.6 Discriminatory Practices

All Contractors or subcontractors working under the terms of these projects are prohibited from engaging in discriminatory employment practices as defined 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.

2.3.7 Use of Premises

The successful contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.

Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

2.3.8 Clean-Up

Throughout the period of construction, the successful bidder shall clean up all work and yard areas and keep their area reasonably free of debris, etc., as required for proper protection of the work. Prior to final acceptance, the successful contractor shall remove all debris, tools and equipment from the project site.

2.3.9 Safety and OSHA STDs

The successful bidder 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 (PPE), fall protection and ventilation.

2.3.10 Safety and Health Regulations

The successful contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Successful 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 successful contractor's responsibility to enforce all regulations that apply to these projects.

2.3.11 State of Iowa Building Code

All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.

2.4 Performance and Payment Bond

If the contracted, estimated value is \$25,000 or more, the successful Bidder shall furnish a performance bond 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 Bidder's signature.

A Resident Commission Agent or attorney-in-fact must file a copy of the power of attorney.

2.5 Bid Bond (if required) **Not Required on this Solicitation**

The Solicitation Response page will indicate the fixed percent of the bid security required based on the amount of the Bidder's bid.

See also Standard Terms and Conditions Section A-3.

It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

The Bid Bond from the qualified responsive Bidder will be retained until an executed contract is in place and the required bonds and Insurance Certificates are in the possession of the Iowa DOT after which the bid security will promptly be returned.

2.6 Power of Attorney

Attorney-in-fact who signs the Bid Bond and/or Performance Bond must file with each bond a certified and effectively dated copy of the Power of Attorney. It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

2.7 Labor Regulations

All Bidders, 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 2015. This pertains to contractor's who engage in the business of construction.

2.8 DOT Responsibilities (Before, during project and final acceptance)

Inspection and Supervision

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT project manager Doug Swan, phone 319-931-9324.
- Periodic site inspections will be carried on by the Iowa DOT project manager with the contractor to ensure coordination of the project.
- The Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT project manager notice no less

than 24 hours in advance of installation.

- The Iowa DOT project manager will be assigned to work with the successful contractor through out the project including walk through, inspections and final inspection.

Section 3 Supplemental Terms & Conditions

3.1 Contract Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder whose submitted response is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and required time schedule.

Bid price will include all requirements listed in Section 2 to complete this proposed project. The Contractor shall be responsible for taking all sub-contractor responses and for all coordination between trades.

3.2 Contract Period

The date of completion shall be stated in calendar days on the Responder's Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful contractor prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions have a definite bearing on the completion date. The Iowa DOT will demand diligence in the progression of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

3.3 Payments and Completion of Contract

Final payment shall be authorized not later than sixty (60) days following the completion and final acceptance of the contract, provided that the provisions herein and all other contract requirements have been fulfilled, accepted and approved, where no claims have been filed or following adjudication or release of claims as provided in Chapter 573 of the Code of Iowa.

No notification of payment being processed, no payment made to the Contractor, no partial payment nor the entire use or occupancy of the work by the Iowa DOT shall be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

3.4 Contractor(s) Insurance Requirements

- It shall be the Contractor's responsibility, including a subcontractor, persons employed by a subcontractor, or by an independent contractor, to have in full force and effect liability insurance covering the entire project operations incident to contract completion. The Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract.
- In addition to the above, the Iowa DOT shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Iowa DOT as an insured party.

- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa at Contractor(s) expense. The minimum coverage by such insurance shall be as follows:
 - No exclusions for Commercial General Liability including Contractual Liability;
 - Contingent Liability: Explosion, Collapse and Underground
 - Occurrence Basis Policy: Broad Form Personal Injury; Broad Form Property Policy

Bodily Injury

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

- | | |
|----------------------------|-----------|
| • Each person | \$750,000 |
| • Each accident/occurrence | \$750,000 |
| • Workers Compensation | \$750,000 |
| • Statutory Limits | \$750,000 |
| • Employer’s liability | \$750,000 |

Operations

- Property Damage \$250,000 each occurrence

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
- For independent contractors engaged solely in the transportation of materials, the minimum insurance coverage provided shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein.

Builders Risk Insurance (if applicable)

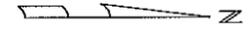
- Each Contractor holding a valid contract with the Iowa DOT shall furnish and pay for builder’s risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated 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.

3.5 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 subcontractors and sureties upon any bond given or filed in connection herewith.



Location Description: Primary Road No. US 218, Sec. 33/34, T. 73N, R. 6W, Henry County,
Being _____ Miles _____ Direction _____ From _____, More specifically described as:



NOT TO SCALE

R/W-C 185'

R/W-C 185'

drainage
direction

24" existing RCP
Median Pipe Flowline
724.8 West/726.10 East

Install by combined open cut
and directional bore method
tile crossing approximately station
216+65 to Station 217+00
at specified elevations in
project plans and connected as
directed by DOT District Staff Engineer

R/W-C 124'

R/W-C 33' from NB Centerline

R/W-C 33' from NB Centerline

R/W-C 124'

existing 4" tile will be
capped and filled with
flowable

ROW 309'

185'

124'

33'

NB Lane

Median pipe outlet
20' south of tile outlet

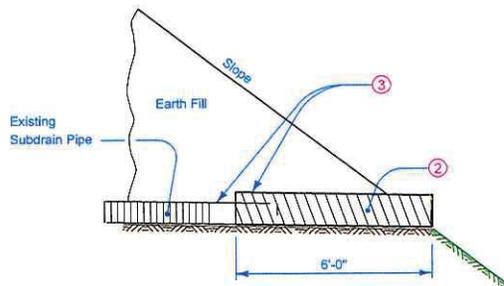
4" diameter inspection
access with cap.
Minimum of 2' above ground
Material shall be PVC per
DOT Standard RF-19B

Outlet at toe of foreslope
between 724.8 and 724.0

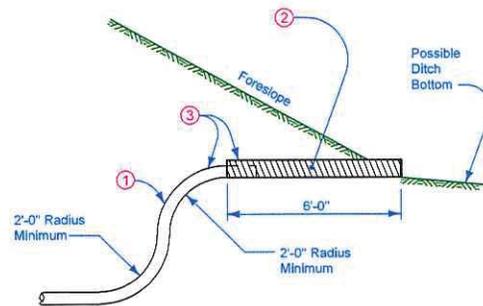
To be bored from toe
of slope to toe of slope

Connection at ROW line to natural
elevation of existing tile

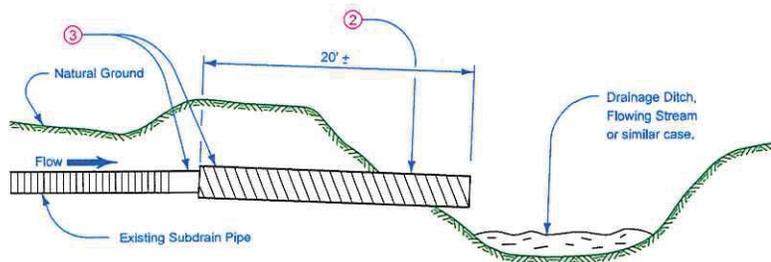
Connection to existing
tile shall be 1' outside
of DOT ROW



STANDARD SUBDRAIN OUTLET
TYPE A
For existing subdrain pipes 12" or less in diameter. (4)



PRESSURE RELEASE OUTLET
TYPE B



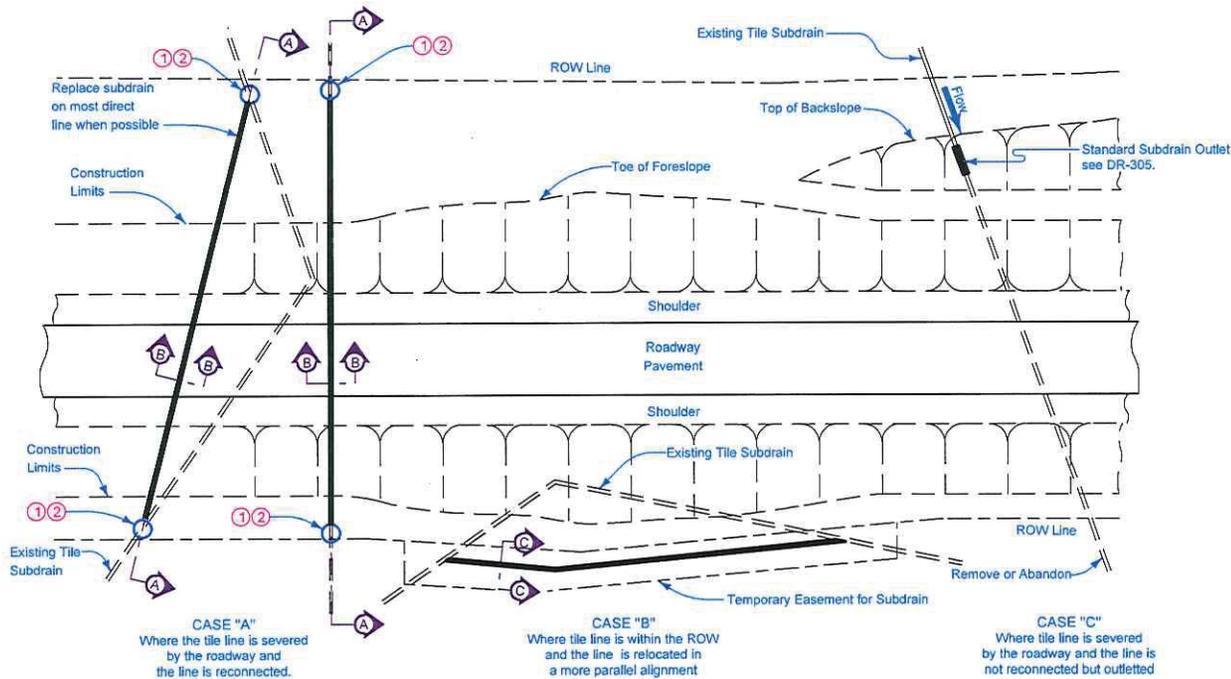
SPECIAL OUTLET
TYPE C

- ① Perforated Subdrain (Polyethylene Corrugated Tubing).
- ② If corrugated metal pipe is used, an outlet 2 inches larger than existing subdrain pipe is required. If double-walled PE or PVC pipe is used, an outlet pipe of the same diameter as the existing subdrain pipe may be used.
- ③ The pipes should be coupled in one of the two following ways: (1) Use an inside fit reducer coupler (coupler must be inserted a minimum of 12 inches into C.M.P.); or (2) Insert 12 inches of the existing subdrain pipe into the corrugated metal outlet pipe, then fully seal the entire opening with grout.
- ④ For existing subdrain pipes larger than 12 inches in diameter, use Special Outlet, Type C.

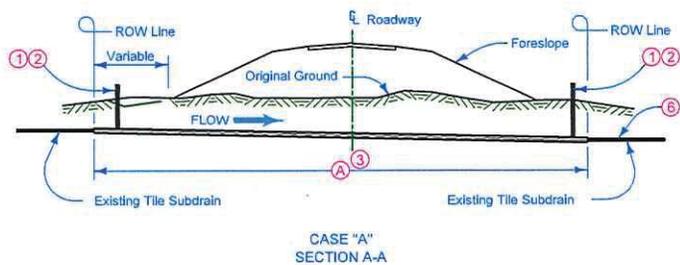
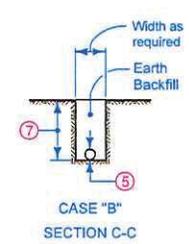
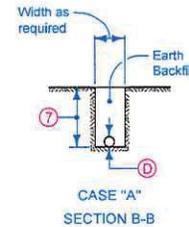
Possible Contract Item:
Subdrain Outlet (DR-305)

Possible Tabulation:
104-5C

IOWADOT	REVISION
	New 04-21-15
STANDARD ROAD PLAN	DR-305
SHEET 1 of 1	
REVISIONS: New. Replaces RF-19F. Removed rodent guard.	
 APPROVED BY DESIGN METHOD ENGINEER	
SUBDRAIN OUTLETS (STANDARD SUBDRAIN, PRESSURE RELEASE AND SPECIAL)	



TYPICAL PLAN FOR REPLACING OR RELOCATING EXISTING FIELD TILE



CASE "A" SECTION A-A

When the existing tile lines are intercepted by roadway construction, replace them within the ROW limits of the project, or outlet them in a ditch or channel. Where the roadway intersects the tile line in an undesirable alignment, as shown in Case 'A', relocate the tile line to accomplish a more nearly right angle. Where the existing tile line alignment is more parallel to the roadway and within the construction limits, relocate the tile outside the ROW line, as shown in Case 'B'. In cases where new construction requires existing subdrain to outlet into the roadway ditch, as shown in Case 'C', provide the Standard Subdrain Outlet shown in DR-305.

Replace tile lines within the ROW limits according to the replacement schedule shown below. Install an inspection access at each end of replaced tile line. Replace tile lines outside the ROW limits using the same size of pipe as existing line.

REPLACEMENT SCHEDULE CASE 'A' (Pipe size in inches)		
Existing Tile Size	PROPOSED SUBDRAIN SIZE (D) (4)	
	Concrete Pipe	Coated CMP Pipe
4	-	10
6	-	12
8	12	15
10	15	18
12	15	21
15	18	24
18	21	30
21	24	36
24	30	36
> 24	Existing tile size + 6"	(5)

Install relocated or replacement subdrain so as to cause a minimum of disturbance to existing field tile. Connect to lines of existing tile drains in such a way as to leave the existing tile drains in a functional condition.

Cap blind ends of subdrains with a metal cap or as approved by the Engineer.

When concrete culvert pipe of 2000D (Class III) or stronger is required, furnish and install a DR-121 Type 1 connection at no additional cost to the Contracting Authority.

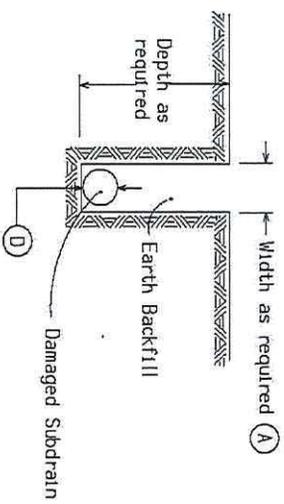
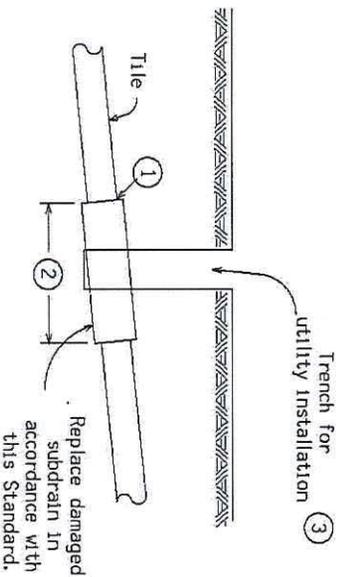
Possible Contract Items:
Standard Subdrain
Subdrain Outlet

Possible Tabulation:
104-5C

- 1 4 inch diameter inspection access with cap. Minimum of 3 feet above ground. Use PVC meeting the requirements of Article 4146.03 of the Standard Specifications.
- 2 Inspection access is required to allow inspection by the upstream and downstream property owners. Perforated pipe may be used to allow ditch drainage into subdrain if approved by adjacent property owners.
- 3 Dimension (A) indicates the R.O.W. limits in which replacement of tile subdrain according to the replacement schedule is required.
- 4 Replacement sizes provide equivalent capacity based on a 6 inch settlement assuming a 0.20% slope with $n=0.013$ for concrete pipe and $n=0.025$ for corrugated pipe (Manning's Formula)
- 5 Replace in kind (size and type) or with 'PE' slotted pipe, a minimum of one size larger than existing line.
- 6 When multiple drains are connected to one outlet, the outlet is to provide full capacity for all connected drain systems.
- 7 Depth as required.

 STANDARD ROAD PLAN	REVISION 1 10-20-15
	DR-302
	SHEET 1 of 1
REVISIONS: Changed reference from RF-19F to DR-305 in Case "C".	
 APPROVED BY DESIGN METHODS ENGINEER	
SUBDRAINS STANDARD (FARM TILE REPLACEMENT)	

Tile Line Repair Guideline



Note:
Replacement of drainage tile shall be accomplished so as to cause the minimum of disturbance to existing field tile. The repaired drainage tile shall be left in a functional condition with special emphasis placed on maintaining existing flow line elevations.

A) = A minimum of 24" shall be excavated outside the normal utility trench wall or such greater width as may be required to expose a minimum of 12" of undamaged drain tile.

REPLACEMENT SCHEDULE - CASE 'A'										
Existing Tile 1	4	6	8	10	12	15	18	21	24	>24
Proposed Subdrain Size										
Concrete Pipe	-	-	12	15	15	18	21	24	30	D+6"
Coated C.M.P.	10	12	15	18	21	24	30	36	36	*

* Replacement sizes provide equivalent capacity based on 6" settlement assuming a 0.20% slope with $n = 0.013$ for concrete pipe and $n = 0.025$ for corrugated pipe (Manning Formula)

NOTES:

Tile lines disturbed within the right-of-way (outside the Roadway Embankment Area *) limits shall be repaired as follows:

May be repaired with schedule 40 PVC pipe of compatible size or in accordance with the replacement schedule-case 'A' as listed above. Replacement with schedule 40 PVC pipe shall require using a connecting device of a Femco plain and plain flexible pipe coupling or equal.

Tile lines disturbed within the "Roadway Embankment Area" shall be replaced in accordance with the replacement schedule - Case 'A' stated above and as follows:

1) Concrete collar to be placed around joint where existing tile line and corrugated aluminumized metal pipe connect.

2) Minimum length of corrugated metal pipe shall be 4 feet. Minimum length of 2 feet on each side of the tile line break location.

3) Trench shall be backfilled with 8 inches loose material, compacted to 6 inches with a minimum of 95% compaction of natural density.

A. Backfill and compact area around drain tile to be completed by hand until new tile is completely covered. Remainder of the trench shall be backfilled by acceptable methods.

B. Area shall require inspection by the Iowa Department of Transportation inspectors or their designated personnel prior to backfilling of trench.

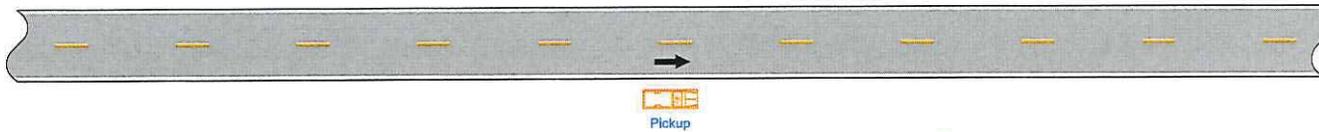
* "Roadway Embankment Area" is defined as the area lying between the foreslopes of a two-lane roadway and from near foreslope to far foreslope of a four-lane roadway.

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

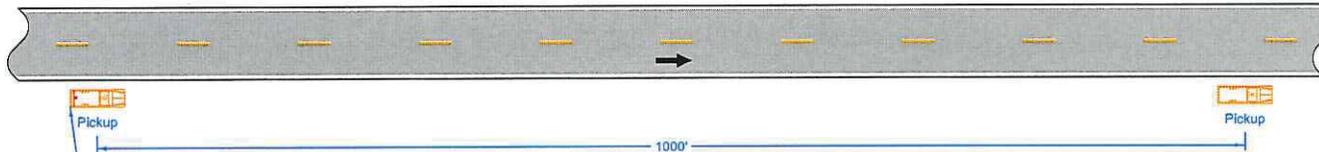
When parked, locate vehicles as far from the open traffic lane as possible. Entrances and driveways should be used whenever appropriate.

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



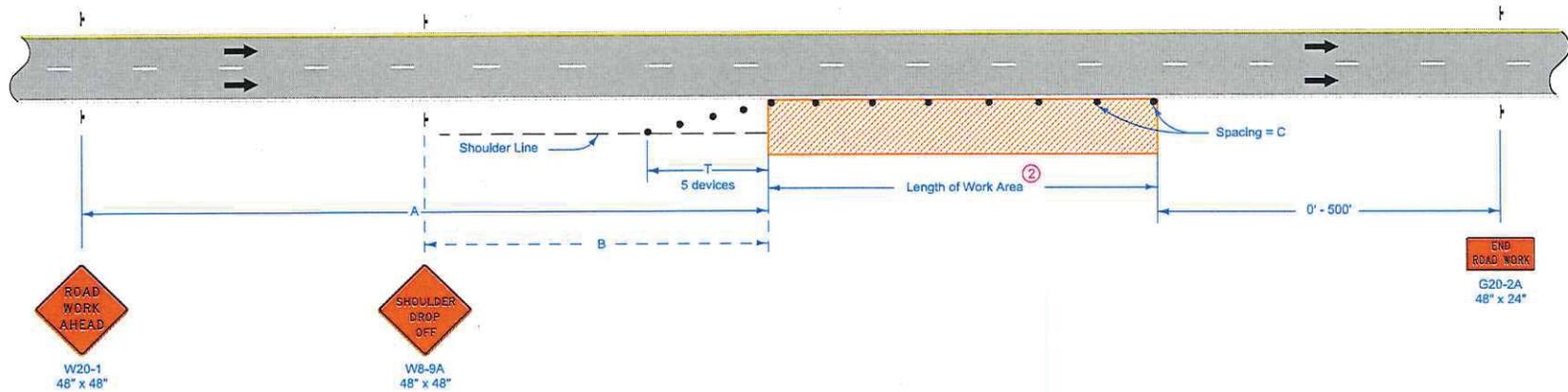
SLOW-MOVING OPERATION



LEGEND	
	Traffic Sign
	Direction of Traffic

Possible Contract Item:
Traffic Control

	Iowa Department of Transportation	REVISION
		2 04-16-13
STANDARD ROAD PLAN		TC-1
SHEET 1 of 1		
REVISIONS: Modified note concerning amber Vehicle Warning Light.		
<i>Deanna Meislich</i> APPROVED BY DESIGN METHODS ENGINEER		
WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULTI-LANE)		



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'

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.

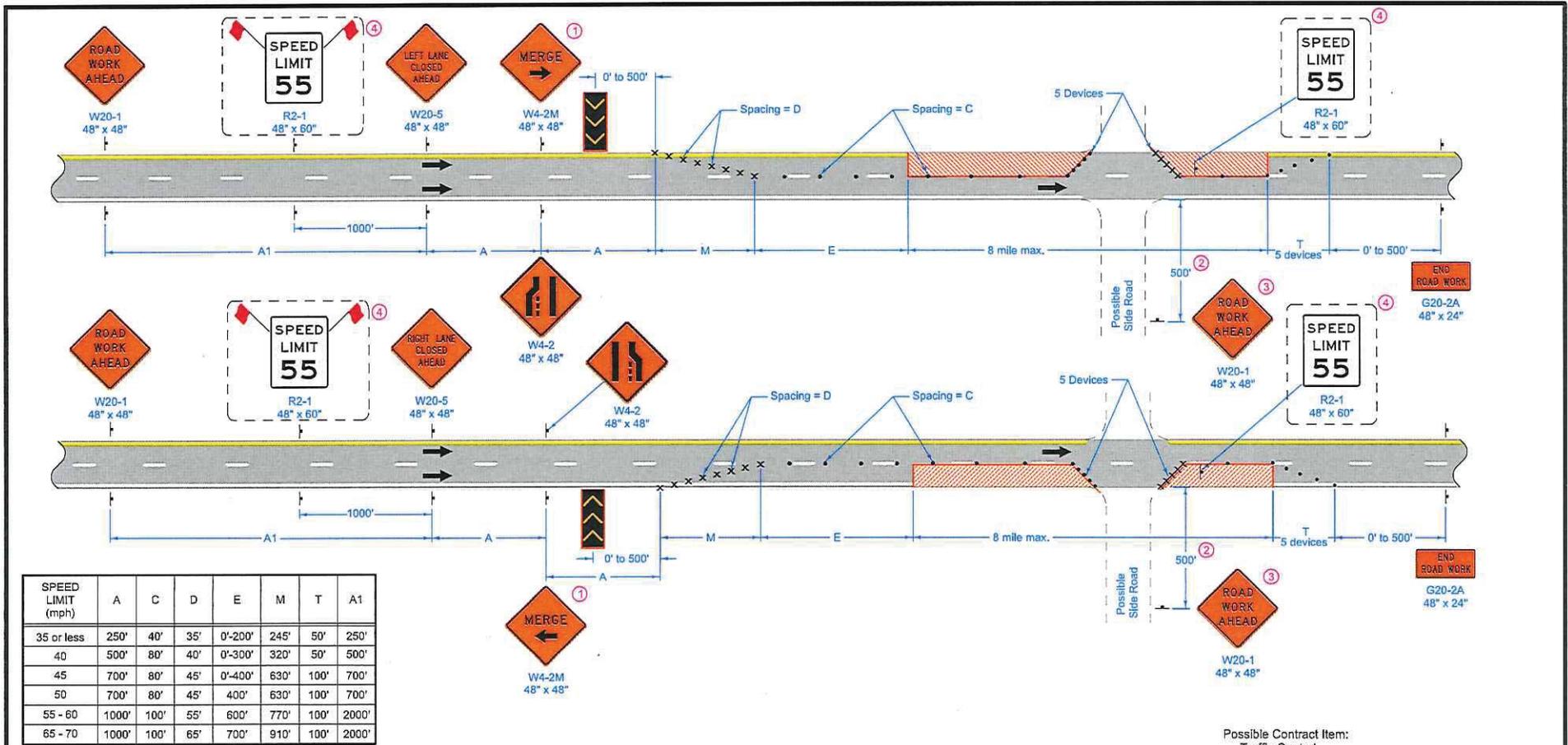
Shoulder edge drop-offs shall be mitigated according to Article 1107.08.L2 of the Standard Specifications.

For work lasting less than one hour, refer to TC-1.

- 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

	REVISION
	8 04-21-15
	TC-402
SHEET 1 of 1	
REVISIONS: Modified general notes, changed title and replaced the DOT logo in the title block with the new version.	
 <small>APPROVED BY DESIGN METHOD ENGINEER</small>	
WORK WITHIN 15 FT OF TRAVELED WAY	



LEGEND

- Direction Of Traffic
- ⌋ Traffic Sign
- x 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 METHOD/ENGINEER

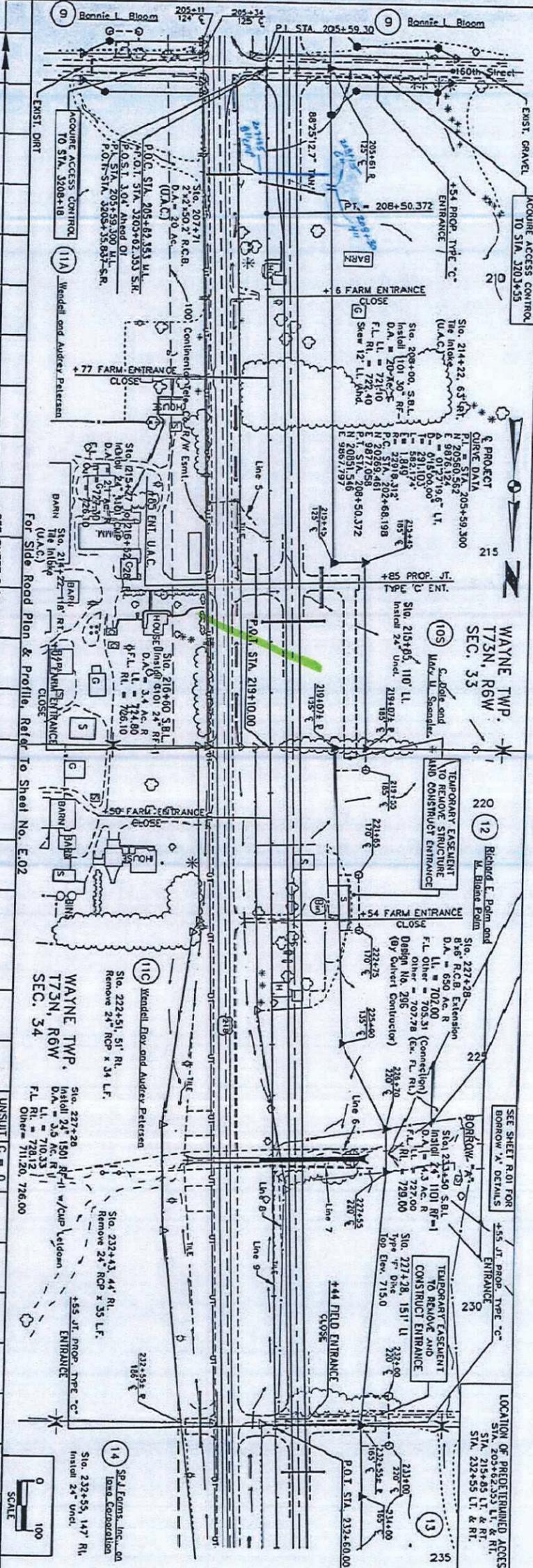
LANE CLOSURE ON DIVIDED HIGHWAY

REVISION	
8	10-15-13

TC-418

SHEET 1 of 1

Station	Grade	Notes
700	732.73	Side Rd. Ditch Grade
701	732.70	
702	732.71	
703	732.73	
704	732.76	
705	732.80	
706	732.84	
707	732.90	
708	732.96	
709	733.03	
710	733.33	No Ditch
711	733.63	Medium Ditch Grades
712	733.93	
713	734.23	
714	734.53	S Ditch
715	734.68	
716	734.75	
717	734.82	
718	734.88	
719	734.93	
720	734.97	
721	735.01	No Ditch
722	735.05	Medium
723	735.07	Crossing
724	735.09	
725	735.11	
726	735.11	
727	735.11	
728	735.09	
729	735.08	
730	735.05	
731	735.02	
732	734.98	
733	734.93	
734	734.88	
735	734.82	
736	734.76	
737	734.69	
738	734.61	
739	734.45	
740	734.13	
741	733.81	
742	733.48	
743	733.16	
744	732.84	
745	732.76	
746	732.69	
747	732.63	
748	732.57	
749	732.52	
750	732.47	
751	732.44	
752	732.41	
753	732.41	
754	732.38	
755	732.37	
756	732.36	
757	732.36	
758	732.40	
759	732.43	
760	732.47	
761	732.51	
762	732.56	
763	732.62	
764	732.68	
765	732.75	
766	732.83	
767	733.15	
768	733.47	
769	733.79	
770	734.11	



Office of Design • CAD • PRODUCE

STATE OF IOWA

FINA REGION 7

FISCAL YEAR

HENRY

COUNTY

PROJECT NUMBER

NHS-218-2(34)-19-44

SHEET NUMBER

D.05

WAYNE TWP. T73N, R6W SEC. 33

WAYNE TWP. T73N, R6W SEC. 34

WAYNE TWP. T73N, R6W SEC. 35

Richard E. Dahn and M. Barbara Form

Wendell and Audrey Peterson

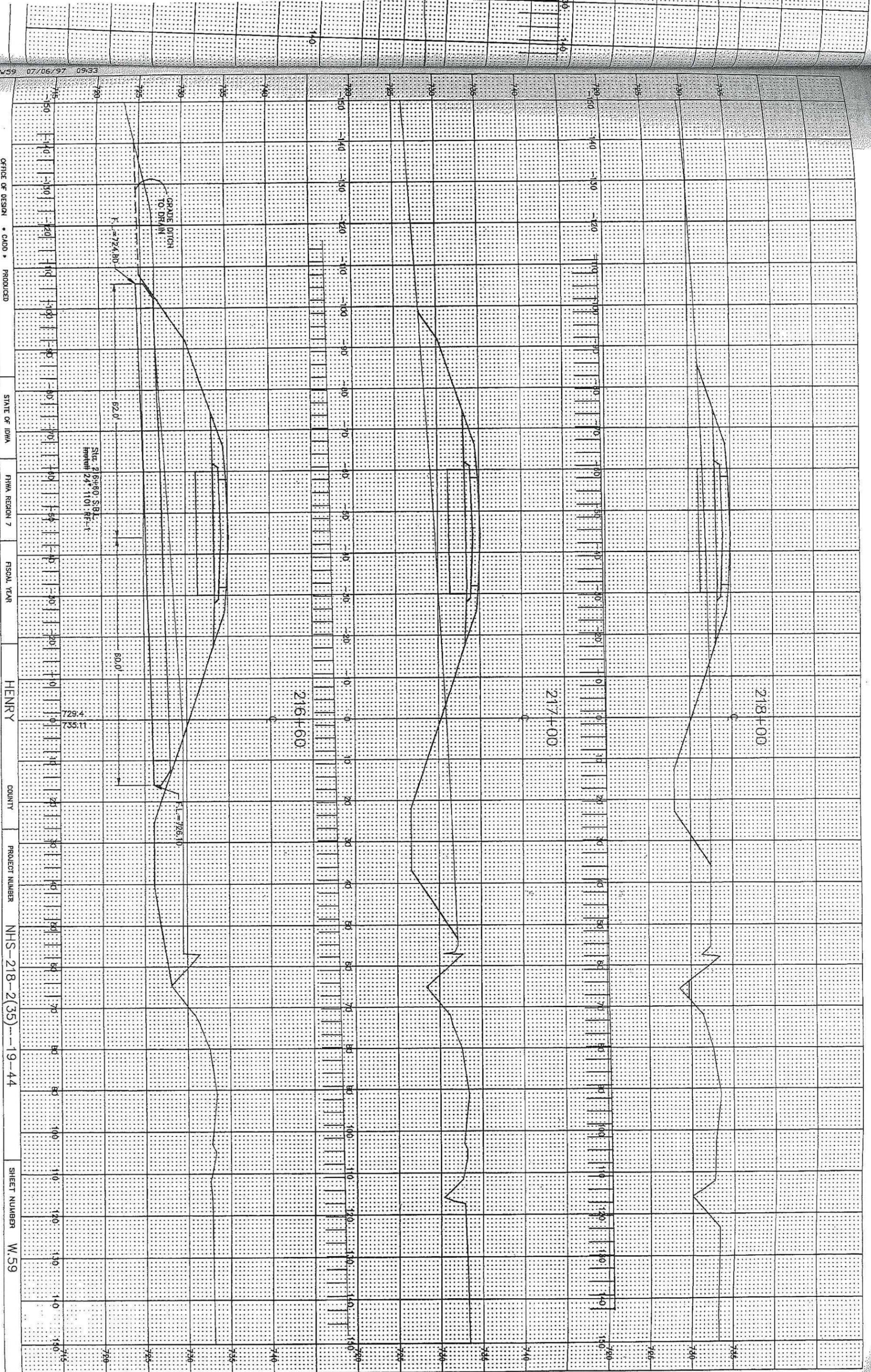
SPJ Farms, Inc., an Iowa Corporation

LOCATION OF PREDETERMINED ACCESS

STA. 205+62.33 LT. & RT.

STA. 232+55 LT. & RT.

OFFICE OF DESIGN • CAD • PRODUCED STATE OF IDWA FHWA REGION 7 FISCAL YEAR HENRY COUNTY PROJECT NUMBER NHS-218-2(35)-19-44 SHEET NUMBER W.59



07/06/97 09:33