





Office of Procurement and Distribution  
800 Lincoln Way  
Ames, IA 50010

		Date Bids Due: October 30, 2009	Time of Bid Opening: 1:00 P.M.	
Proposal Number: LT00756	Commodity Description: Tile Line Crossing US Hwy. 18		Bid Opening Location: Ames, IA	
Contract to Begin: November 16, 2009	Date of Completion: December 16, 2009	Proposal Guaranty Amount: None	Liquidated Damages: \$125.00/Day	
Purchasing Agent to contact for additional info.: Mary Zimmerman		e-mail: <a href="mailto:mary.zimmerman@dot.iowa.gov">mary.zimmerman@dot.iowa.gov</a>	Phone: 515-239-1298	Fax: 515-239-1538
Company Name:			Federal Tax ID:	
Street Address:		City:	State:	Zip Code:
Individual preparing bid (type or print):	e-mail:	Phone:	Fax:	
Will you sell these items/services to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

**GENERAL INFORMATION**

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

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

**PROPOSAL STATEMENT**

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

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

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

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

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

**Iowa Department of Transportation  
 Schedule of Prices  
 Proposal No.: LT00756  
 Tile Crossing US Hwy. 18  
 Letting Date: October 30, 2009 1:00 P.M.**

**Project Description:** Tile Crossing US Hwy. 18 located in Kossuth County.

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1.	Tile Crossing US Hwy. 18 located in Kossuth County according to plans and specifications.	1 Job	Lump/Sum	\$ _____

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

Contact Person: \_\_\_\_\_  
 \_\_\_\_\_  
 (Print Name)

Authorized Signature \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Federal Tax I.D. No.: \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip Code)

Contractor's Registration No.: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Email: \_\_\_\_\_ Fax No.: \_\_\_\_\_

I acknowledge receipt of addendum nos.: \_\_\_\_\_

**Iowa Department of Transportation**  
**PURCHASING PROPOSAL**  
**Standard Terms and Conditions**

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

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For 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 Proposal:** All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department. **You must sign your bid and seal it in the envelope.** Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery

**Proposal Guaranty:** If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed, without qualifications, to the Iowa DOT by the bidder or his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131071) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

**Bid Opening:** Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

**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.

**Communications:** Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

**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. Bids must remain available for award for thirty (30) days from date of bid opening.

**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.

**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", Iowa Administrative Code.

**Bid Results & Disclosure:** A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals 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.

**Contracts:** Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be extended for additional period(s) under the same terms and conditions upon mutual agreement. 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 bid/proposal 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.

**Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

*Faxed bids will not be accepted.*

**Payment Terms:** The Iowa DOT will normally pay properly submitted vendor invoices within fifteen (15) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

**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.

**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. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

**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.

**Default:** Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract 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 this contract.

**Ames Deliveries:** Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered 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 locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

**Delivery:** Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

**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 this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

**Administrative Rules:** For Additional details on the rules governing the actions of the Office of Procurement and Distribution refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

**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.

**Affirmative Action:** The contractor (and also subcontractor, vendor, or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

**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 (515-281-7357). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

**Interest in Contract:** 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.

**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 this contract.

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**Iowa Department of Transportation  
General Requirements  
Proposal No.: LT00756  
Tile Crossing US Hwy. 18  
Letting Date: October 30, 2009 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.
- C. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Purchasing and Distribution of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

**Part 2 Supplementary Instructions to Bidders**

**2.1 General**

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

- B. **Contract Document Information:**

**Contact persons regarding project site visit contact:**

Iowa Department of Transportation  
Craig Wood, Phone No.: 641-422-9461

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

Office of Procurement and Distribution  
Purchasing Agent – Mary Zimmerman  
Phone No.: 515-239-1298 Fax No.: 515-239-1538  
Email: [mary.zimmerman@dot.iowa.gov](mailto:mary.zimmerman@dot.iowa.gov)  
Plans have been mailed to local plan rooms.

To request a bid packet for this project, access our website <http://www.iowadot.gov/purchasing/lettingschedule.htm> , or contact the Office of Procurement and Distribution, Purchasing Office at 515-239-1310. Plan holders list for this project can be obtained by calling this number.

### C. SCOPE OF WORK

This installation shall consist of:

- This crossing is to directional bore approx. 182' ft in length of 24" PVC pipe under US 18. The bore will be from ROW to ROW with connections made 1' outside of the Department of Transportation Right of Way. This will also involve installing a 4" PVC inspection access. Pipe and accesses shall be installed according to the Standard Road Plan RF-19B, Section 4146 (PVC) in the Iowa Department of Transportation Specifications.
- This project is located under Highway IA 18, Section 3/34 Township 96N, Range 29W on Highway IA 18 generally located .49 miles west from WCL of Algona. Work proposed is more specifically located as being from 129.02 milepost and 545+00 highway station on both sides of the highway.
- See attached drawing in regards to details for installation requirements.
- Contractor shall be responsible for restoration of vegetation and all work and material required to make 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 complete this project per the DOT plans and specifications.
- Work is to be completed **on or before December 16, 2009.**
- 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.

### D. Contract Award:

- Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. Bid price will include all requirements listed in Specifications, Drawings and Supplemental Terms to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- A single "Prime" contract shall be awarded for all work shown on the Drawings and described in the Specifications including Site work, General construction, Demolition, Plumbing, Mechanical, Energy management and control and Electrical work. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- Protests of award recommendations shall be made in accordance with Paragraph 761--20.4(6)"e", Iowa Administrative Code.
- Contractor shall return all contractual documents within fourteen (14) calendar days from date indicated in contract cover letter. ***If this is not returned within this time frame, contract may be voided and awarded to the next low bidder.***

## **2.2 Bidders Representatives**

### **A. Site Visit:**

- It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact: Craig Wood, Phone No.: 641-422-9461.
- No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.

### **B. Conditions of Work:**

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

### **B. Obligation of Bidder:**

- At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, 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.

### **D. 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.

### **E. 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. The Vendor 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. Plans and Specifications:**

- The Plans and Specifications are to remain on file at the Iowa DOT Office of Purchasing and Distribution, Purchasing Section, 800 Lincoln Way, Ames, IA

50010. The Iowa DOT shall furnish to the Contractor all copies of Plans and Specifications reasonably necessary for the execution of the work. No deposit is required for Contract Documents.

- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

**C. 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.

**D. 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 Plans, 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 **October 23, 2009**.
- The person submitting a request will be responsible for its prompt delivery.
- No interpretation of the meaning of the drawings, specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.
- A copy of such addendum will be mailed or delivered to each person receiving a copy of the contract documents and to such other prospective bidders having requested that they be furnished with a copy of each addendum.

**D. Materials and Equipment:**

- Names of Manufacturers and vendors listed in the bidding documents are listed for the bidders only. Manufacturers and vendors, in addition to those specifically listed, are acceptable when it is proven to the satisfaction of the Iowa DOT that:
  - a. The level of quality proposed is equal to or better than that of the referenced manufacturer/vendor's quality.
  - b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
  - c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.

- Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.
- The Contractor must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

**E. Exceptions/Equals**

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

**F. Addenda:**

- Addenda, if issued, will be mailed to all known plan holders, 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 included in the packet.
- 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:**

No proposal guaranty will be required.

**C. Submitting Proposals:**

- Each proposal must be submitted in ink or typewritten and shall be sealed in the envelope provided in the packet.
- Submit bids to The Iowa Department of Transportation, Operations & Finance Division, Office of Purchasing and Distribution, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010. Bids shall be due on or before **1:00 P.M., October 30, 2009**, and shall be read publicly thereafter.

**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 will 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. Liquidated Damages:**

- Time is an essential of the contract, and it is important that the work be pressed vigorously to completion. The cost per day for liquidated damages is indicated on the Purchasing Proposal form.
- For each calendar day that any work shall remain uncompleted beyond the completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Owner shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.
- Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.
- The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Owner's right to collect any additional damages other than time delays, which the Owner may sustain by the failure of the Contractor to carry out the terms of the contract.

**G. Telegraph or 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 telegraph or facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall not reveal the bid price but shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

**H. 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 820--[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. Preference:**

By virtue of statutory authority, a preference shall be given to Iowa Domestic labor and materials in the construction of this contract work, in accordance with the provision of Chapter 3, Code of Iowa 1993 and any amendments thereto.

#### **C. Guarantee:**

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the date of acceptance, except that special guarantee provision specified elsewhere in these Specifications shall take precedence. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete building walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.

- 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.

**D. Workmanship**

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

**E. Clean-Up:**

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

**F. 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.

**G. 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.

**H. Termination Due to Lack of Funds or Change in Law**

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

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

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

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

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

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

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

### **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 owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Owner notice no less than 24 hours in advance of installation.
- The Iowa DOT contact shall be: Craig Wood, Phone No.: 641-422-9461.

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

The successful bidder will, within 10 days after award of contract or at the pre-construction meeting, whichever comes first, submit to the Iowa DOT, Office of Facilities Support, a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

### **3.3 Sub Contractors**

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The apparent successful contractor for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors and major material suppliers.

### **3.4 Contract Period**

- The starting and completion dates are stated on the front page of the proposal. 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.

### **3.5 Payments and Completion**

- A. Payments on contract will be made monthly by means of state warrants to the extent of ninety-five percent (95%) of the value of work performed, including acceptable material stored at the building site, as determined by the Engineer.
- B. Immediately after signing of Contract, the Contractor shall submit schedule of values for approval on the Contract Breakdown form furnished by the Iowa Department of Transportation. Contractor shall submit an Application for Payment on forms furnished by the Iowa Department of Transportation based on Contract Breakdown.
- C. The contractor shall, before the first application, submit to the Iowa DOT a schedule of values of the various parts of the work, aggregating the total sum of the contract, made out in such form as the Iowa DOT may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Iowa DOT, shall be used as a basis for requests for payment.
- D. Final payment shall be authorized not later than thirty (30) days following the completion and final acceptance of the contract, provided that paragraph 1-3 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.
- E. 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.

### **3.6 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 apply to this project.

## **B. Protection of Site:**

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of this project.
- The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

## **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
- 

## **Operations**

- Property Damage \$250,000 each occurrence

## **Builders Risk Insurance (Optional):**

- Each Contractor holding a valid contract with the Owner shall furnish and pay for builder's risk insurance, providing coverage for at least the following losses: fire, extended coverage, vandalism and malicious damage to materials incorporated in the project, and materials purchased to be incorporated in the project, either stored on or off the permanent job site. If this insurance coverage is not provided, the Contractor shall assume all responsibility for the perils outlined above which may occur prior to project completion and acceptance.
- Failure on the part of the Contractor(s) to comply with the requirements of this Article will be considered sufficient cause to suspend the work, withhold estimates, and to deny the Contractor(s) any further contract awards, as provided in Article 1103.01.
- The Contractor(s) shall require all subcontractor(s) meet the above insurance requirements.

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

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

## **3.8 Miscellaneous Provisions**

### **A. Iowa State 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.

- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2001 where applicable.

**B. 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 of 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.

Bidder \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***SEALED BID***

PROPOSAL NO: \_\_\_\_\_

PROPOSAL  
DESCRIPTION: \_\_\_\_\_

LETTING DATE: \_\_\_\_\_

**Iowa Department of Transportation  
PURCHASING – SEALED BID PROPOSAL  
800 Lincoln Way  
Ames, Iowa 50010**