

CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_ \_ \_ \_ \_ 20\_\_\_\_, by and between the City of Bondurant, Iowa, party of the first part, hereinafter referred to as the "Owner", and

---

party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain specifications and proposal blanks, dated the 7<sup>th</sup> day of March 2023, for Tufts Acres Plats 1 & 2 Sanitary Sewer Lining Project under the terms and conditions therein fully stated and set forth, and,

WHEREAS, said specifications and proposal blanks accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

**NOW, THEREFORE, IT IS AGREED:**

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:

2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Notice to Bidders
- 2.1.2 Instructions to Bidders
- 2.1.3 Proposal
- 2.1.4 Bond
- 2.1.5 General Conditions
- 2.1.6 Special Conditions
- 2.1.7 Plans List
- 2.1.8 Detailed Specifications
- 2.1.9 Plans listed in the specifications.
- 2.1.10 Numbered addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in triplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals the date first written above.

**CONTRACTOR**

**CITY OF BONDURANT, IOWA**

\_\_\_\_\_  
By\_ \_ \_ \_ \_

Title\_ \_ \_ \_ \_

ATTEST:

\_\_\_\_\_  
Title\_\_\_\_\_

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



BOND

KNOW ALL MEN: That we, \_\_\_\_\_

of-----, hereinafter called the Principal, and

\_\_\_\_\_ hereinafter called the surety, are held, and firmly bound unto the City of Bondurant, Iowa, hereinafter called the Owner in the sum of

\_\_\_\_\_ Dollars (\$\_\_\_\_\_), for the payment whereof the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated-----; 20\_\_\_\_, entered a Contract with the Owner for **Tufts Acres Plats 1 & 2 Sanitary Sewer Lining Project** which agreement includes a guarantee of all work against defective workmanship and materials for a period of four (4) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof.

NOW, THEREFORE, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all costs and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And further provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.



The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than five (5) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

PRINCIPAL:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

SURETY:

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
Signature, Attorney-in-Fact

\_\_\_\_\_  
Name of Attorney-in-Fact

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Address (Including Zip Code)

\_\_\_\_\_  
Company Telephone Number



## GENERAL CONDITIONS

### INDEX

- |   |   |
|---|---|
| 1. CONTRACT DOCUMENTS                             | 18. TESTS   |
| 2. SURETY BOND                                    | 19. TIME  |
| 3. CONTRACTOR'S RESPONSIBILITY                    | 20. DELAYS  |
| 4. SUBCONTRACTS                                   | 21. CHANGES   |
| 5. CONTRACTOR'S EMPLOYEES                         | 22. EXTRA WORK  |
| 6. PERMITS AND REGULATIONS                        | 23. OWNERSHIP OF MATERIALS                                |
| 7. PATENTS  | 24. OTHER CONTRACTS                                       |
| 8. GUARANTEE                                      | 25. OWNER'S RIGHT TO DO WORK                              |
| 9. SHOP DRAWINGS                                  | 26. OWNER'S RIGHT TO TERMINATE CONTRACT                   |
| 10. THE ENGINEER                                  | 27. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT |
| 11. PLANS AND SPECIFICATIONS                      | 28. PAYMENTS WITHHELD                                     |
| 12. INTERPRETATION OF PLANS AND SPECIFICATIONS    | 29. ACCEPTANCE AND FINAL PAYMENT                          |
| 13. LINE AND GRADE                                | 30. SUSPENSION OF WORK                                    |
| 14. DECISIONS BY ENGINEER                         | 31. CLEANING UP   |
| 15. WORKMANSHIP AND MATERIALS                     | 32. HAZARDOUS MATERIALS                                   |
| 16. ON-SITE REVIEW OR OBSERVATION                 | 33. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW       |
| 17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS |   |

#### 1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class, or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well-known technical or trade meaning, shall be held to refer to such recognized standards.



2. SURETY BOND

- 2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- 3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- 3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.
- 3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.
- 3.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs, and structures not shown for removal.
- 3.5 Cooperate with Owner and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

4. SUBCONTRACTS

- 4.1 Contractor shall not assign, sub-let, or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting, or transfer shall not relieve Contractor from its responsibilities set forth herein.
- 4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Owner to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Owner. Superintendent shall be authorized to receive instructions from Owner.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Owner. Such dismissed persons shall not be permitted to return to work without written consent of Owner.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- 6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- 7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.
- 8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

- 9.1 Contractor shall provide Owner with drawings, data and information regarding materials or equipment specified, or as may be called for by Owner, for its review, within a reasonable time after award of contract. After review, Owner shall return to Contractor one copy within a reasonable time after receipt.
- 9.1.1 Submit 1 copies of all shop drawing submittals.
- 9.2 Fabrication and shipment of materials or equipment prior to Owner's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE OWNER

- 10.1 Owner shall make general observation of work. Owner's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

- 11.1 Owner shall provide Contractor with all necessary plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Owner for costs of printing.

11.2 Owner shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.

11.3 Owner will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

12.1 Plans and specifications shall be interpreted by Owner. Its decision shall be final and binding on all parties concerned.

12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Owner will provide full instructions when errors or omissions are discovered.

13. DECISIONS BY OWNER

13.1 Owner shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- 14.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- 14.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- 14.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Owner.
- 14.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 14.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.
- 14.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications, and such performance data as required to satisfy Owner that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 14.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Owner is obtained for any substitution.
- 14.8 Contractor shall abide by Owner's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.

14.9 Owner reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

15.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, tests, and approval by Owner. Contractor shall furnish samples of materials for observation and tests as requested by Owner. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.

15.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Owner at plant or factory.

15.3 Materials, equipment, or work which do not satisfactorily meet specifications may be condemned by Owner by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

15.4 Defective materials, equipment or work may be rejected by Owner at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

16.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to ensure that work is performed in accordance with plans and specifications.

16.2 Resident engineer and/or engineer technicians shall have authority to notify Contractor in writing of work which is not being properly performed. Contractor shall be liable for any work determined by Engineer as not being properly performed.

16.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

17. TESTS

- 17.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 17.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Owner.
- 17.3 Tests shall be made in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

18. TIME

- 18.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

19. DELAYS

- 19.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 19.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 19.3 No extension of time shall be valid unless made in writing by Owner.
- 19.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

20. CHANGES

- 20.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

## General Conditions

- 20.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- 20.3 Amount due Contractor shall be adjusted for changes in following manner:
- 20.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
- 20.3.2 Where no such unit prices have been bid, Owner and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.
- 20.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Owner.
- 20.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Owner.

## 21. EXTRA WORK

- 21.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.
- 21.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".
- 21.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by and approved by Owner.
- 21.4 Contractor shall submit a statement of costs to Owner for approval when extra work is performed on an actual cost-plus basis. After such a statement is approved, Owner shall certify its correctness.



22. OWNERSHIP OF MATERIALS

22.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as- relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

23. OTHER CONTRACTS

23.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate its work with theirs.

23.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Owner. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.

23.3 To ensure proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and drawings.

24. OWNER'S RIGHT TO DO WORK

24.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies, and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Owner shall approve both such action and amount charged to Contractor.

25. OWNER'S RIGHT TO TERMINATE CONTRACT

25.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:

## General Conditions

- 25.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged a bankrupt.
  - 25.1.2 Receiver is appointed on account of Contractor's insolvency.
  - 25.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.
  - 25.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.
  - 25.1.5 Contractor persistently disregards laws and ordinances or instructions of Owner.
  - 25.1.6 Contractor violates a provision of contract.
- 25.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials, tools, and appliances thereon. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.
- 25.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Owner.

## 26. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

- 26.1 If Owner fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Owner, then Contractor may, upon seven (7) days simultaneous written notice to Owner, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

27. PAYMENTS WITHHELD

27.1 Owner may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

27.1.1 Defective work not remedied.

27.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

27.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

27.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

27.1.5 Damage to another contractor.

27.1.6 Claims of Owner for liquidated damages.

27.2 Payments shall be made for amounts withheld when above grounds are removed.

28. ACCEPTANCE AND FINAL PAYMENT

28.1 When work has been satisfactorily completed, Owner will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.

28.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

29. SUSPENSION OF WORK

29.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

29.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

30. CLEANING UP

30.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work, it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor.

31. HAZARDOUS MATERIALS

31.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

## General Conditions

31.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items, or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items, or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period but shall continue through the life of the facility.

### 32. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

32.1 Owner's responsibility:

32.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

32.2 Contractor's responsibility:

32.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

32.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

## SPECIAL CONDITIONS

### TUFTS ACRES PLATS 1 & 2 SANITARY SEWER LINING BONDURANT, IOWA

#### INDEX

- |   |                                 |
|---|---------------------------------|
| 1. INTENT                                   | 9. INSURANCE BY                 |
| 2. LOCATION                                 | CONTRACTOR                      |
| 3. EASEMENTS RIGHT-OF-WAY                   | 10. CONTRACTOR'S RESPONSIBILITY |
| 4. ORDER OF CONSTRUCTION                    | 11. POSITION, LINE AND GRADE    |
| 5. INTERRUPTIONS TO SERVICE                 | 12. EMPLOYMENT PRACTICES        |
| 6. SERVICE FACILITIES                       | 13. HISTORICAUARCHEOLOGICAL     |
| 7. STORAGE OF MATERIALS AND<br>EQUIPMENT    | FINDS                           |
| 8. CONSTRUCTION FACILITIES<br>BY CONTRACTOR |                                 |

1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located in public right-of-way and City owned properties in the City of Bondurant, Iowa.
- 2.2 Transportation facilities:
- 2.2.1 U.S. Highway 65.

3. EASEMENTS RIGHT-OF-WAY

- 3.1 Owner will provide easements for construction on private lands.
- 3.2 Contractor will be provided list of construction easement widths.
- 3.3 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the rights-of-way provided.

- 3.4 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way and easements; failure of Owner to warn Contractor about incidence of trespassing does not relieve liability.

4. ORDER OF CONSTRUCTION

- 4.1 Provide Owner with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner to assure orderly and expeditious progress of the work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Owner.
- 4.4 Schedule construction to minimize service interruptions, use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.

6. SERVICE FACILITIES

- 6.1 Owner will furnish water in reasonable quantities at available hydrants for use in construction. If requirements for water exceed capacity of Owner's existing facilities, provide additional water at own expense.
- 6.2 Electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. STORAGE OF MATERIALS AND EQUIPMENT

- 7.1 Limited storage space for materials and equipment will be available near project site.
- 7.2 Storage areas shall be subject to approval of Owner.
- 7.3 Store materials and equipment in manner which will preserve their quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 8.2 Provide telephone at which Contractor can be reached by Owner at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
  - 8.2.1 Provide Owner with at least 2 telephone numbers where Contractor's representative can be reached evenings, weekends, and holidays in event of emergency.
- 8.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Owner; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 8.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

9. INSURANCE BY CONTRACTOR

- 9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
  - 9.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
  - 9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$250,000 for each accident and \$500,000 aggregate for accidents during the policy period.



- 9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
- 9.2 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.3 Furnish certificates of insurance to Owner made in favor of Owner showing compliance with foregoing requirements.

10. CONTRACTOR'S RESPONSIBILITY

- 10.1 There shall be no liability upon public officials, Owner, or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- 10.2 Contractor agrees to hold harmless and indemnify the Owner and Engineer and their employees or agents against any liability sustained by reason of the work or the handling or storing of materials therefor when such liability arises out of negligent acts, errors or omissions of the Contractor, its employees or agents; failing to do so, any judgment against or settlements resulting therefrom shall become a lien against any funds due Contractor.
- 10.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.

10.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such event, the Owner may take possession of and utilize such materials and appliances as may be on the site of the project and necessary in completing the work.

10.4 If suit is brought by the Owner for the breach of any provisions of this contract, the Contractor agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.

#### 11. POSITION, LINE AND GRADE

11.1 Construct to lines and grades shown on plans or as specified hereinafter.

11.2 Contractor shall perform detailed survey and staking for location, elevation, and grade of construction.

11.3 Contractor shall provide, without extra compensation, all men, and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.

11.4 Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

11.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

#### 12. EMPLOYMENT PRACTICES

12.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself, or others employed on the project.

13. HISTORICAL /ARCHAEOLOGICAL FINDS

- 13.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

SPECIAL PROVISIONS

TUFTS ACRES PLATS 1 & 2 SANITARY  
SEWER LINING BONDURANT, IOWA

INDEX

- |                                 |  |
|---------------------------------|--|
| 1. STARTING AND COMPLETION TIME | 8. CONSTRUCTION SCHEDULE                               |
| 2. INFORMATION FOR OWNER        | 9. HANDLING OF STORMWATER<br>FLOWS DURING CONSTRUCTION |
| 3. STANDARDS AND CODES          | 10. EXISTING UTILITIES                                 |
| 4. SHOP DRAWINGS                | 11. TEMPORARY WORK                                     |
| 5. PLANS AND SPECIFICATIONS     | 12. FINAL REVIEW AND ACCEPTANCE                        |
| 6. POSITION, LINE AND GRADE     |  |
| 7. TRAFFIC CONTROL AND PHASING  |  |

1. STARTING AND COMPLETION TIME

- 1.1 Start work within 10 calendar days after date set forth in written Notice to Proceed. It is anticipated that Notice to Proceed will be issued within 30 calendar days after date of receiving bids. Complete work within time set out in Notice to Bidders.

2. INFORMATION FOR OWNER

- 2.1 After award of contract submit following information for Owner's approval. Total number of approved copies required for distribution: 4 plus copies required by Contractor.

2.1.1 All materials test reports.

2.1.2 Manufacturer's specifications and catalog data for all materials

2.1.3 Such other information as Owner may request.

- 2.2 Within 15 days after award of contract, provide construction schedule showing dates- of starting and completing various portions of work.

3. STANDARDS AND CODES

- 3.1 Do work in accordance with best present day construction practices.
- 3.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:
  - 3.2.1 American Association of State Highway and Transportation Officials (AASHTO).
  - 3.2.2 American Concrete Institute (ACI).
  - 3.2.3 American National Standards Institute (ANSI).
  - 3.2.4 American Society for Testing and Materials (ASTM).
  - 3.2.5 American Water Works Association (AWWA).
  - 3.2.6 American Welding Society (AWS).
  - 3.2.7 Federal Specifications (FS).
  - 3.2.8 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
  - 3.2.9 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2017) (IOSHA).
  - 3.2.10 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
  - 3.2.11 National Institute of Occupational Safety and Health (NIOSH).
  - 3.2.12 National Safety Council (NSC).

- 3.2.13 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OHSA).
- 3.2.14 Underwriters' Laboratories, Inc. (UL).
- 3.2.15 Standards and codes of the State of Iowa and applicable standards and codes of the City of Bondurant.
- 3.2.16 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials, and installation under the contract.

4. SHOP DRAWINGS

- 4.1 Intent of Owner's review: to assist Contractor in interpreting plans and specifications.
- 4.2 Contractor's responsibility: to check drawings prior to submission for coordination and conformance with contract; do not submit without checking.
- 4.3 Owner's review is only for general conformance with design concept of project and general compliance with information given in contract documents; any action shown is subject to requirements of plans and specifications; Contractor responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of work.
- 4.4 Prior to submission of shop drawings and catalog data to Owner: affix Contractor's stamp with signature of responsible person to show material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

5. PLANS AND SPECIFICATIONS

- 5.1 Specifications for the project are the SUDAS Standard Specifications, 2021 Edition.

## Special Provisions

- 5.2 Owner will furnish up to 5 sets of plans, contract documents and project special provisions after award of contract. Contractor shall compensate Owner for printing costs for additional copies required. Contractor must purchase separately SUDAS Standard Specifications. -
  - 5.3 Subcontractors will be furnished copies only at request of Contractor. Owner will be compensated for printing costs.
  - 5.4 Contractor must provide one set of plans, project special provisions and SUDAS Standard Specifications for each foreman or superintendent in charge of each crew on job.
6. POSITION, LINE AND GRADE
- 6.1 Construct to lines and grades shown on plans or as specified.
  - 6.2 Contractor shall perform all detailed survey and staking for location, elevation and grade of construction including staking of easement/construction limits.
  - 6.3 All detailed surveys and stakeouts shall be checked by Contractor; assume full responsibility for accuracy and correctness thereof.
  - 6.4 Contractor shall provide, without extra compensation, all men, and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
  - 6.5 Contractor shall preserve all monuments, reference points, stakes and benchmarks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

7. TRAFFIC CONTROL AND PHASING REQUIREMENTS

- 7.1 Erect and maintain signs, barricades, and lights and/or provide watchmen in accordance with current Manual of Uniform Traffic Control Devices (MUTCD), for protection and warning of pedestrians and vehicles; prevent access of unauthorized persons to portion of site where work is in progress; all traffic control devices and watchmen at expense of Contractor and subject to approval by Owner.
- 7.2 Location and arrangement: conform to all applicable City, State and Federal laws and ordinances; meet approval of City, County and Engineer.
- 7.3 Owner will not allow work to proceed until all signs, barricades and lights are in place; requirements for type of signs and number of signs will be strictly enforced; work in right-of-way for which details are not shown on plans must comply with applicable sign requirements in MUTCD; improper signing during construction will constitute "improper work" and Owner will cause Contractor to suspend work.
- 7.4 All signs, barricades, and other traffic control devices used on the project shall be furnished, installed, and maintained by Contractor. All traffic control devices shall be maintained in a state of good repair and shall be cleaned and washed periodically as needed.
- 7.5 At end of each working day place barricades and lights as required; maintain barricades and lights at all times including non-working hours; maintain lights in operable condition at all times.
- 7.6 Adequate protection shall be provided for pedestrians. If a section of sidewalk is closed, appropriate signing and barricading shall be utilized. This signing and barricading shall remain in place until the sidewalk is reopened for pedestrian use.
- 7.7 Install construction fence around all excavations; maintain fence in tight and sound condition.
- 7.8 Provide minimum 7 days' notice to City prior to closure of streets for construction to allow the City time to notify affected property owners; contractor shall also notify businesses minimum 48 hours in advance of closure; road closure shall not be permitted without proper notification to City and approved traffic control is in place and closure notification requirements are satisfied.



- 7.9 Limit construction operations to property, rights-of-way and easements provided by City; provide barricades, lights, signs, and detours as necessary to reroute traffic around construction areas.
- 7.10 Include all costs in lump sum price for Traffic Control or appropriate bid items for phasing requirements.

8. CONSTRUCTION SCHEDULE

- 8.1 Submit construction schedule to City prior to beginning construction showing detailed description of starting and completion of various items of work.
- 8.2 Update schedule periodically as directed if construction varies from schedule provided.

9. HANDLING OF STORMWATER FLOWS DURING CONSTRUCTION

- 9.1 Contractor shall be responsible for handling of all stormwaters flows during construction.
- 9.2 Provide adequate erosion control protection to avoid sediment transfer from project site.
- 9.3 All costs associated with handling of stormwater flows is incidental to construction; include all costs in appropriate bid items.

10. EXISTING UTILITIES

- 10.1 Location of utility lines, mains, cables, and appurtenances are in accordance with information provided by utility companies and from records of City of Bondurant; confirm locations of underground utilities by excavating ahead of work; Contractor fully responsible for damage to utilities during construction; building service lines are not generally shown on plans; include cost of locating and working around service lines.
- 10.2 Utility services are not generally shown on plans; protect services during construction handling of services is incidental to construction.
- 10.3 Verify location of existing utilities prior to construction to avoid conflict with construction.

10.4 Utility lines, poles, and appurtenances in direct conflict with line and grade of work will be relocated by utility company before or during construction at no expense to Contractor; City will advise utility companies of lines, poles, and appurtenances to be moved after award of contract; cooperate with utility companies in relocation of lines, poles, and appurtenances.

10.5 Provide temporary support and protect, by timbers or other means, all utility pipes, conduits, poles, wires, or other apparatus not moved, protective measures subject to approval of Engineer.

10.6 No utility or utility service will be moved to accommodate equipment, method of operation or for convenience of Contractor when utility or utility service does not conflict directly with line and grade of work; arrange with utility company for relocation with approval of new location by City, and Engineer; relocation is incidental to construction.

11. TEMPORARY WORK

11.1 Make all temporary connections necessary for maintaining utility service during course of work.

11.2 Construct temporary drains or bulkheads to keep work in the dry.

12. FINAL REVIEW AND ACCEPTANCE

12.1 Notify Owner when installation is considered to be complete and ready for final review.

12.2 Owner will accept work and make final payment to Contractor:

12.2.1 When Owner has certified that he has reviewed the work of Contractor and determined the work is complete and in substantial conformance with specifications.

12.2.2 When Contractor has filed with Owner documents called for in specifications.

12.2.3 When all governmental agencies involved have indicated, in writing, that work is complete and acceptable.