

Specifications and Contract Documents for Briggs Woods Pumphouse Replacement Hamilton Co, IA

2022 HAMILTON COUNTY CONSERVATION BOARD

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BRIGGS WOODS PUMP STATION
HAMILTON CO, IA
2022

NOTICE TO BIDDERS

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST
FOR CONSTRUCTION OF BRIGGS WOODS PUMPHOUSE REPLACEMENT, IN
AND FOR THE HAMILTON COUNTY, IOWA, AND THE TAKING OF BIDS FOR
SAID IMPROVEMENTS

Sealed proposals for the Briggs Woods Pumphouse Replacement project, as hereinafter described in general and as described in detail in the plans and specifications now on file in the office of the Hamilton County Conservation Board, subject to the conditions contained herein, must be filed with the Hamilton County Conservation Board at 2490 Briggs Woods Trail, Webster City, Iowa 50595 before 2:00 o'clock p.m. on the 19th day of October, 2022.

Sealed proposals will be opened and bids tabulated at 10:00 o'clock a.m. on the 20th day of October, 2022, in the County Conservation office by the Hamilton County Conservation Director or designee for the County Conservation Board's consideration at its meeting at 9:30 o'clock a.m. on the 20th day of October, 2022 and will be acted upon at such time or at such later time as may then be fixed. A public hearing will be held on the proposed plans, specifications, form of contract, and estimate of cost for said Improvements at 10:10 o'clock a.m. on the 20th day of October 2022, at the Hamilton County Conservation Board, 2490 Briggs Woods Trail, Webster City, Iowa 50595, and at said hearing any interested person may appear and file objections thereto.

The extent of the work involved is the furnishing of labor and new materials for the construction of Briggs Woods Pumphouse Replacement including, but not limited to the following:

Vertical turbine package pump system has been purchased from Watertronics Inc. Bids are for construction and installation of such system as per plans.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to Hamilton County, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the penal sum of 5% of bid amount and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond with corporate surety satisfactory to Hamilton County. The bid shall contain no condition except as provided in the specifications.

The bid security shall be made payable to the Treasurer of Hamilton County, Iowa.

The bid security shall be forfeited to the Owner in the event the successful bidder fails or refuses to enter into contract within ten (10) days after the award of contract and post bond satisfactory to the Owner insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after the same are opened.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa. In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

Hamilton County does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the County.

The Contractor shall commence work after the Notice to Proceed is issued. All construction work shall be complete between October 24, 2022, and April 15, 2023.

Payment to the Contractor for said Project will be made in cash derived from the proceeds of the issuance of bonds as may be legally used for such purposes, governmental grants and/or from cash on hand. Any combination of the above methods of payment may be used at the discretion of the Owner.

The Contractor will be paid each month ninety-five (95) percent of the Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made in accordance with Iowa Code chapters 26 and 573, as amended. No partial or final payment will be due until the Contractor has certified to the County that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by Hamilton County and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless Hamilton County from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract.

Plans and specifications governing the construction of the proposed improvements have been prepared by WHKS & Co., Engineers, Planners, and Surveyors, which plans and specifications and the proceedings of the Owner referring to and defining said proposed improvements are hereby made a part of the Notice by reference, and the proposed contract shall be executed in compliance therewith. Copies of said plans and specifications are now on file with the Hamilton County Conservation Board office and may be examined by the bidders.

Published upon order of the Hamilton County Conservation Board, Iowa.

HAMILTON COUNTY, IOWA

Attest: _____ /s/ Lori Westrum
Office Manager, Hamilton County Conservation

INFORMATION FOR BIDDERS

PROPOSALS

Proposals must be submitted on forms furnished by the Conservation Board and endorsed:

To: Hamilton County Conservation Board
2490 Briggs Woods Trail
Webster City, Iowa 50595
% Bid for Briggs Woods Pump Station

Proposals must be filled out with ink or typewriter, and without erasure, interlineation or changes, and if not made in accordance with Information for Bidders, will be subject to rejection as irregular, yet the Owner reserves the right to waive any irregularity.

It is expressly agreed that by submitting a proposal the bidder acknowledges that he/she has examined the location or site of the proposed improvements and the plans and specifications and accepts all the terms and conditions thereof.

Proposals will be made in the name of the principal, and if a partnership, the names of all partners shall be given. Exact post office address shall be given in all cases.

Facsimile Proposals will not be considered, but modifications by facsimile of Proposals already submitted will be considered if received prior to the time set for the bid opening.

Proposal Guaranty

See Bid Announcement for requirements and responsibility.

Award

The Owner will proceed without unnecessary delay to consider the proposals and reserves the right to reject all bids, to reject any unresponsive bid, or to waive any technicalities in bids received. One contract will be awarded for the total project construction work based on the low total bid for the alternate selected by the Council.

TIME FOR COMPLETION

The work shall commence after the Notice to Proceed is issued and shall be completed within the time frame stated in the Bid Announcement. Any extension of time shall be at the discretion and express approval of the Owner.

Failure to Complete on Time

If the Contractor should fail to complete the contract within the date set for completion or the date set for completion as extended by the Owner, he/she shall be held liable, as stated in the Special Provisions.

Return of Proposal Guaranty

Proposal guarantees of the lowest two or more bidders may be retained until a contract is awarded or rejection made, but not to exceed the time period listed in the Bid Announcement. Other proposal guarantees shall be returned after the review and tabulation of bids is completed.

Owner

Whenever the term "Owner" appears in these specifications, it shall mean the County Conservation Board of Hamilton Co, IA.

Engineer

Whenever the term "Engineer" appears in these specifications, it shall be understood to mean WHKS & Co., Engineers, Planners, and Surveyors or their duly authorized representatives, such representatives acting severally within the scope of the particular duties entrusted to them.

Drawings

The drawings which show the details of the work specified herein are designated the "Plans" and form an integral part of the specifications and contract documents.

Right-of-Way

The Owner will furnish all property, easements or right of way necessary for the construction of the project. The Contractor shall conduct their operations within the right of way provided, unless additional arrangements are made between the Contractor and adjacent property owners.

Payment

The Contractor should refer to the Bid Announcement for the method of financing and work progress payments.

PRE-CONSTRUCTION MEETING AND SCHEDULE OF WORK

The pre-construction meeting shall be held on call by the Conservation Director and shall include discussion of the schedule of work, safety, related responsibilities with utilities, and other pertinent related items concerning the proposed construction. At this meeting the Contractor shall provide the Owner with a list of subcontractors, their foreman, and telephone numbers, as well as a planned construction schedule. Representatives of the various utility companies will be invited to the pre-construction meeting to begin early coordination and cooperation.

Bond and Insurance

The Contractor shall present the following documents before completion and signing of the contract:

- A. Performance Bond equal to 100% of the contract amount.

- B. Payment Bond equal to 100% of the contract amount.
- C. Maintenance Bond whereby the Contractor expressly agrees to maintain the work for two (2) years from the date of final acceptance by the Owner. It is understood and agreed that the maintenance shall cover all repairs and replacements made necessary by defects in material and workmanship and such maintenance shall be provided without additional charge or cost to the Owner.
- D. The Contractor shall file with the Owner proof of insurance coverage meeting the requirements of Section 6.1 of the General Conditions.

Sales Tax

All bids shall not include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of all Contractors, which will work on the project. The listing shall include name, address, tax ID number, and brief description of the work to be performed. The County will register the contractors with the Iowa Department of Revenue and will furnish appropriate tax-exempt certificates to the successful bidder for distribution and use.

Plan Charge

Plans and specifications are available by contacting the Executive Director for the Hamilton County Conservation Board.

Prompt Payment to Subcontractors Provisions

The Iowa Legislature has passed legislation relating to progress payments, final payments, and retention from payments made to subcontractors on public improvement construction projects. Provisions of the legislation include the following:

1. Retention: The Contractor may retain from each payment to a subcontractor not more than the lesser of five percent (5%) or the amount specified in the contract between the Contractor and the Subcontractor.
2. Prompt Payment: A progress payment or final payment to a subcontractor for satisfactory performance of the subcontractor's work shall be made no later than:
 - a) Seven (7) days after the Contractor receives payment for that subcontractor's work.
 - b) A reasonable amount of time after the Contractor could have received payment for the subcontractor's work, if the reason for nonpayment is not the subcontractor's fault. A Contractor's acceptance of payment for one subcontractor's work is not a waiver of claims, and does not prejudice the rights of the Contractor, as to any other claim related to the Contract or project.
3. Interest Payments: If the Contractor receives an interest payment, the Contractor shall pay the subcontractor a share of the interest payment proportional to the payment for the subcontractor's work.

Addenda

No interpretation of the meaning of the Plans, Specifications or other prebid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Hamilton County Conservation, and to be given consideration must be received at least five days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be delivered to all prospective bidders (at the respective address furnished for such purposes). Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his Bid as submitted. All addenda so issued shall become part of the Contract documents.

Bidders shall file their names and addresses with the Conservation Board in order that any addenda, which may be issued, may be mailed to them.

Substitution of Materials

A. Substitution or approval of materials prior to bidding

Basis of pump station design was Watertronics, Inc. equipment. This system has been purchased and will be delivered on site in January, 2023.

B. Substitution or approval of materials after bidding

Since all Bids are based upon materials and equipment as specified or approved prior to bidding, the Engineer and the Owner will not consider substitutions after bidding except in such cases where it is necessary to make a substitution because of strikes, lockouts, bankruptcy, discontinuance of a product, etc. Requests for such substitutions of materials after the award of a Contract shall be made in writing to the Conservation Board with a copy to the Owner and shall be made within ten days of the date that the Contractor ascertains he cannot obtain the material or equipment specified. Such request shall be accompanied by a complete description of the material or apparatus on which a substitution is desired to be made. Substitution of materials or apparatus other than those specified will not be accepted except upon the recommendation of the Engineer to the Owner and with written approval of the Owner.

Notice to Bidders

Bidders will be required to complete a Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

PROPOSAL FORM

Proposal of _____
(Name of Bidder)

of _____
(City) (State)

To construct and install Briggs Woods Pump Station

TO: Hamilton County Conservation Board
Hamilton County, Iowa

(I) (We) hereby certify that (I am) (we are) the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications and contract forms, including the supplemental requirements contained herein, and of the site of the work; (I) (we) understand that all quantities of work are to be performed at the unit prices or lump sums stipulated herein; (I) (we) propose to furnish all necessary machinery, equipment, tools, labor, and other means of construction and to furnish all materials specified, in the manner and the time prescribed, and to do the work at the prices herein set out.

To do the work in accordance with the Plans, Special Provisions and Technical Specifications.

To do all "extra work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work.

As evidence of good faith in submitting this Proposal, the undersigned encloses a bid security as required by the Notice, which, in case he/she refuses or fails to accept an award and to enter into a contract and file the required bonds within the prescribed time, shall be forfeited to the Owner, as liquidated damages.

The undersigned agrees to execute the Standard Form of Contract upon written notice of acceptance of the bid as accepted and give bond with good and sufficient surety or sureties and in the required amounts within ten (10) days after the prescribed forms are presented for signature or forfeit the bid security furnished herewith.

The undersigned understands that the breakdown of proposal items into various categories of work is for the convenience of the Owner. The undersigned agrees to begin work within ten (10) days after "Notice to Proceed" is issued and to complete the same within the contract period shown below:

Beginning Date

Completion Date

10 days after Notice to Proceed

Completion Date

Any Contractor who proposes any alteration of the plans in any respect from that shown shall submit such proposal to the Engineer for approval at least ten days prior to the letting date.

The undersigned has completed the attached Bidder Status Form from the Iowa Department of Labor regarding the Contractor's resident status within the State of Iowa. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

The right is reserved, as the interest of the Owner, may require, to reject all bids, any unresponsive bid and to waive technicalities in bids received.

The receipt of the following addenda is hereby acknowledged:

Addendum No.

Dated

The Contractor understands that this Proposal is binding upon him/her for a period of thirty (30) days from and after the opening of all bids for this proposed construction.

Dated this _____ day of _____, 2022.

Company Name

Company Owner/Officer Printed Name

Company Owner/Officer Signature

Address _____

E-mail _____

PERFORMANCE AND MAINTENANCE BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

(Hereinafter called the "Principal")

of _____

a/an _____
duly authorized by the law to do business as a Construction Contractor in the State of Iowa and _____
of _____ (hereinafter called the "Surety") a
Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held
and firmly bound unto Hamilton County, Iowa (hereinafter called the "Obligee,") in the penal sum
of _____ (\$_____._____._____), lawful
money of the United States, for the payment of which well and truly to be made unto said Obligee,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the ____ day of _____, ____ the
said Principal entered into a written agreement with said Obligee for the construction of Briggs
Woods Pump Station as set forth in detail in the Bid Announcement, Proposal, Plans,
Specifications, and other related contract documents referred to in said Agreement, all of which
are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the said Principal shall well and truly perform and complete said project
in strict accordance with said agreement, Bid Announcement, Proposal, Plans, Specifications,
and related documents shall comply with all the requirements of the Laws of the State of Iowa,
shall pay as they become due all just claims for work or requirements performed and materials
furnished in connection with said Agreement, and shall defend, indemnify and save harmless said
Obligee, against any and all liens, encumbrances, damages, claims, demands, expenses, costs
and charges of every kind, including patent infringement claims arising out of or in relation to the
performance of said work and the provisions of said Agreement, and shall guarantee the work
against defects in workmanship and material during the construction and for two (2) years after
the time of acceptance of the work, and make good such guarantee; then these presents shall be
void; otherwise they shall remain in full force and effect.

This obligation is made for the use of said Obligee and also for use and benefit of all persons who
may perform any work or labor or furnish any material in the execution of said Agreement.

The Principal and Sureties on this bond hereby agree to pay to all persons, firms, or corporations
having contracts directly with the principal or with subcontractors all just claims due them for labor
performed or materials 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 public
corporation retains until completion of the public improvement but the Principal and Sureties shall
not be liable to said persons, firms, or corporations unless the claims of said claimants against
said portion of the contract price shall have been established as provided by law.

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

1. To the extension of time to the Contractor in which to perform the contract.
2. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than twenty percent (20%) of the total contract price and shall be released only as to such excess increase.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the work or to the specifications.

IN TESTIMONY WHEREOF, the parties hereunto have caused the execution hereof as of the ____ day of _____, ____.

(SEAL)

ATTEST: _____

Principal

By: _____

Title: _____

(SEAL)

ATTEST:

Surety

By: _____

PAYMENT BOND

KNOWN BY ALL THESE PRESENTS, That we, the undersigned

(Hereinafter called the "Principal")

of

a/an

duly authorized by the law to do business as a Construction Contractor in the State of Iowa and _____ of _____ (hereinafter called the "Surety") a Corporation duly authorized to do a Surety business under the laws of the State of Iowa, are held and firmly bound unto Hamilton Co, IA (hereinafter called the "Obligee,") in the penal sum of _____ (\$_____._____._____), lawful money of the United States, for the payment of which well and truly to be made unto said Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, as follows:

The conditions of this obligation are such that, whereas on the ___ day of _____, ____ the said Principal entered into a written agreement with said Obligee for the construction of Briggs Woods Pump Station as set forth in detail in the Bid Announcement, Proposal, Plans, Specifications, and other related contract documents referred to in said Agreement, all of which are hereby made a part hereof as if written herein at length.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the ____ day of _____, ____.

(SEAL)

ATTEST: _____

Principal

By: _____

Title: _____

(SEAL)

ATTEST:

Surety

By: _____

CONTRACT

This contract, made as of the ____ day of _____, _____, by and between the Hamilton Co, IA, hereinafter called the Owner, and _____, hereinafter called the Contractor.

WITNESSETH:

That whereas the Owner intends to have constructed Briggs Woods Pump Station hereinafter called the Project, in accordance with the Plans, Specifications, Addenda and other Contract Documents prepared by WHKS & Co., Consulting Engineers and Planners, Rochester, MN.

Now, therefore, the Owner and Contractor for the considerations hereinafter set forth, agree as follows:

The Contractor agrees to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in an acceptable manner all work required for the construction of the Project, in strict compliance with the Contract Documents.

The Owner agrees to pay, and the Contractor agrees to accept, in full payment for the performance of this contract, the contract amount of: _____
(\$_____._____) in accordance with the provisions of the Contract Documents.

This Contract and all of the covenants hereof shall insure to the benefit of and be binding upon the Owner and the Contractor respectively and his/her partners, successors, assigns and legal representatives. Neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties have made and executed this contract the day and year first written.

Contractor

By

City

State

Owner

By

ATTEST:

County Clerk

City

State

SPECIAL PROVISIONS
BRIGGS WOODS PUMP STATION
HAMILTON COUNTY, IOWA
2022

SPECIAL PROVISIONS – DIVISION 1 - GENERAL

1. Scope

The project will remove the existing pump system and failing concrete foundation and install a new package pump system approximately 30-ft to the southwest of the existing pump station.

2. Specifications

When work is specified to comply with Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction or Iowa Natural Resources Conservation Service (NRCS) Construction Specifications, the latest edition of all standards shall apply, except that the Contractor will be solely responsible for the means, methods, techniques, sequences, procedures of construction, safety requirements and first aid requirements and any portion of said Standard Specifications which infer otherwise shall be disregarded. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Copies of said specifications may be obtained from the Iowa Department of Transportation.

The following contractual documents and specifications are hereby made a part of this contract by reference.

A. Code of Federal Regulations (CFR) 29, Part 1926, Safety and Health Regulations for Construction.

3. Owner

The Owner, referred to herein, is the Hamilton County Conservation Board.

The Contractor shall be responsible to comply with all County requirements regarding the use of existing public roadways for construction traffic and shall immediately clean up leakage, spillage, or repair any damage caused by his operations in any part of the County.

4. Existing Facilities

A reasonable effort has been made to show existing facilities on the plans; however, bidders shall be thoroughly familiar with the site and the extent of the work, and the existing facilities and difficulties in connection therewith. Contact with various utilities to determine the exact location of underground facilities will be the responsibility of the Contractor.

The Contractor shall protect all existing utilities within the project boundaries.

No extra compensation shall be made to the Contractor for repairing any existing facilities damaged by the Contractor except those facilities which occupy a location which shall be occupied by the proposed improvements after installation.

5. Removals and Excavation

All removals, rock excavation, and other material removed will remain the property of the Contractor. The Contractor shall dispose of all excavated material off the site. The Contractor shall secure said site.

The Contractor may stockpile these items temporarily as directed by the Owner. The stockpile areas shall be cleaned up and returned to their original condition.

The Contractor shall be required to saw existing concrete and asphalt surfacing where removal is not to be made to an existing joint. This shall apply to all paving, driveways, and sidewalks. No separate payment will be made for the required saw cuts.

All signs, shall be removed, salvaged, and replaced as an incidental item.

6. Surface Drainage

The Contractor shall take special care to provide good surface drainage for excavated areas. Subgrade preparation and aggregate base construction shall be scheduled as soon as possible after excavation to avoid the possibility of unacceptable moisture and density conditions occurring within the underlying soils. This may require the Contractor to furnish and install temporary drainage pipes and to construct temporary ditches at the locations determined by the Engineer during the construction, at the Contractor's expense.

7. Items Incidental to Project

Items of work for which no pay items are included in the bid proposal shall be considered as incidental expense and no separate payment will be made, therefore. Incidental items include, but are not limited to, the following:

- Off-site disposal of excess materials
- Signs, barricades, lights, etc., for maintaining traffic other than as specified below
- Maintenance, protection, replacement and/or restoration of poles and utilities
- Billboards for display of permits, posters, and other required documents
- Restoration or replacement of culverts or other drainage courses or structures not designated for removal
- Water service pipe removal
- Miscellaneous removals and disposal of material including debris, silt, mud, organic material remaining in the work area
- Saw cutting of in place driveways, streets, or parking lots
- Shaping existing crushed stone base in surfacing aggregate areas

- Removal and replacement for any fences, street signs, and other miscellaneous items necessary for proper installation of any work required by this contract
- Locating and excavating for existing private utilities and gas mains
- Dewatering
- Temporary aggregate surfacing for street and driveway access
- Maintenance of sub-base aggregate materials prior to paving
- Removal and re-installation of mailboxes
- Connecting to existing watermain at a proposed fitting
- Watermain retainer glands
- Bedding and encasement aggregate for pipes
- Dust Control

8. Compensation for Increased or Decreased Quantities

There will be no quantities which are subject to adjusted compensation for an increase or decrease of quantities as defined by the Iowa DOT specification and General Conditions.

9. Project Schedule

All work must be completed before the date stated within the Bid Announcement, unless otherwise agreed by the County.

The parties hereby agree that damages occasioned the County by the Contractor's failure to complete the work within the Contract time are difficult to measure. Therefore, if the Contractor does not complete all work under this Contract as required herein above, the Contractor shall pay to the County the sum of Five Hundred and NO/100 dollars (\$500.00) per calendar day as agreed liquidated damages accrued by the County as a result of not having 100% use of the facilities and for administrative costs and professional services. Said payment of liquidated damages at daily rate stated above shall continue until all work is satisfactorily completed as specified and so determined by the Engineer. The County shall have the right to collect the above-described liquidated damages by deducting said amounts from funds payable to the Contractor or by such other means as are available. In addition to the above liquidated damages for delay in performance, the County reserves all rights and remedies they may have against the Contractor for breach of Contract. Time is of the essence.

10. Control of Work

The initial staking of the project shall require five calendar days advance notice. All subsequent staking shall require 48 hours advance notice.

The Contractor shall provide and maintain signs and barricades to adequately mark the construction areas. Flashing lights shall be provided for nighttime marking.

The Contractor shall carefully preserve benchmarks, reference points, and stakes and in case of willful or careless destruction, he shall be charged with the resulting

expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

11. Continuity of Existing Water Supply

The Contractor shall notify and coordinate water service shutdown with County Officials a minimum of 48 hours before the work commences. The Contractor shall coordinate work so that disruption to homes and businesses is minimized.

12. Maintaining Traffic Flow

A traffic pattern on City streets and alleys shall be maintained to provide emergency vehicle access to all property or as close as good construction planning will permit.

The Contractor is encouraged to open the road to safe traffic as soon as possible. Traffic control around the work zone is required.

Cooperation with City, State, and County Officials, adjacent property owners, other Contractors, Engineers, and Inspectors will be required at all times.

13. Driveways

Private driveways, commercial entrances, and alleys shall be restored to usable condition immediately. This may require temporary driveway material to be placed by the Contractor. No payment will be made for temporary driveway material. Reclaimed gravel from existing streets or drives may be used.

14. Street Closings

The Contractor shall notify Hamilton County Engineer at least 48 hours prior to the closing of any streets. Warning signs and barricades shall be provided to adequately alert motorists of the closed streets.

15. Soil Conditions

The Contractor shall accept the existing soil conditions at the site and shall make the excavations required in the Plans and Specifications. Structural changes required by unforeseen soil conditions will be compensated for as provided by the extra work provisions of the Specifications.

16. Investigation of the Site and Oral Agreements

The Contractor shall investigate the nature and location of the work, the general and local conditions including but not limited to existing electrical distribution and other utilities, transportation, disposal, handling, and storage of materials, availability of labor, water, electric power, fuel, roads, and uncertainties of weather, or other physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and sub-surface materials to be encountered and the character of equipment and facilities needed prior to and during the prosecution of the work. The Contractor's failure to properly conduct

such investigation shall not relieve him from the responsibility for performing the work for the Contract Sum.

No oral agreement or conversation with any officer, agent, or employee of the Owner or the Engineer, either before or after the execution of this contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.

17. Observation and Testing

All work performed and all material and equipment furnished by the Contractor shall strictly conform to the drawings and specifications. Competent labor, mechanics, and tradesmen shall be used on all work.

The acceptance at any time of the materials by or on behalf of the Owner shall not bar the Owner from future rejection if they are subsequently found to be defective or inferior in quality or uniformity to the material specified.

When any material shall be rejected by the Engineer, such material shall be removed at once from the line of work at the Contractor's expense and shall not be brought back.

The Engineer shall have the right to observe and witness routine testing of all work and materials covered by the specifications. He shall have the right to review the manner in which special or requested tests are conducted.

The Contractor shall perform their own quality control testing based on IDOT testing requirements. The CONTRACTOR shall obtain an Independent Testing Laboratory for quality assurance soil investigation and tests including soil proctors and density tests, which meet IDOT testing I.M. 204A requirements. The Contractor shall also obtain an independent Testing Laboratory for satisfactory compression and/or flexural tests on concrete specimens made by the Testing Laboratory from materials furnished by the Contractor meeting IDOT I.M. 204E. If, however, in the event that personnel from the Testing Laboratory are not on the job site during the placing of concrete, then it shall be the CONTRACTORS responsibility to obtain and store concrete test specimens, made at the job site, for delivery to the Testing Laboratory. No concrete shall be placed unless said test specimens are made. All other tests required to be performed by the Specifications shall be performed by an approved independent Testing Laboratory unless otherwise specifically stated in the Specifications. The Contractor shall supply all test results to the Engineer. Measurement and payment for independent quality assurance testing will be as a lump sum.

The Contractor shall perform pressure testing and disinfection tests at their own expense.

Work rejected by the Engineer shall be replaced with acceptable work at the expense of the Contractor.

Any inspections, tests, or approval of waiver of test shall not in any way relieve the Contractor of full responsibility for furnishing apparatus, equipment and all materials meeting the guaranteed performance and requirements of the Contract.

18. Materials and Equipment

All materials and equipment shall be new and unused unless otherwise specified, shall be of good quality, free from faults and defects, and shall meet or exceed the requirements of the specifications.

19. Cross References

The cross references listed in several Sections of these Specifications shall be used as a general guide only and shall not determine or limit the extent of the work required by the balance of the Specifications or Drawings.

20. Applicable Codes and Regulations

All work shall conform to the requirements of all National, State, or local laws, ordinances, building codes, or other regulations that are in effect at the place of work.

22. Progress and Completion

The work shall be commenced and completed within the time limits stated in the specifications.

The Contract Time may be extended by the Owner in an amount equal to the time lost due to delays beyond the control of the Contractor if he makes a claim therefore in accordance with the General Conditions. Such delays shall include delays caused by fire, flood, labor strikes, epidemics, abnormal weather conditions, or Acts of God. A weather condition which is not more extreme than has occurred at the closest official weather recording stations in the most recent five-year period will not be considered an abnormal weather condition. The term "Act of God" as used herein above shall be defined as an inevitable accident, such as an extraordinary interruption of the usual course of events that no experience, foresight of care which might reasonably have been expected could have foreseen or guarded against it, as lightning or tornadoes.

Once started the Contractor shall devote their full attention to the project until the project is complete. Stopping and restarting the project at a later date shall not be allowed.

23. Sundays, Holidays, and Overtime

Any work necessary to be performed after regular working hours, Sundays, or legal holidays, shall be performed without additional expense to the Owner. Additionally, the Contractor shall reimburse the Owner for additional Engineering expenses incurred during such period of Sunday, legal holiday or after regular working hours when work is being performed.

24. Permits, Licenses and Miscellaneous Fees

The Contractor shall be responsible for obtaining all the necessary permits and licenses required by law. Any utility connections, charges, or other miscellaneous fees shall be paid by the Contractor.

25. Environmental Protection

The Contractor shall be required to comply with all provisions on the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges associated with a construction activity permit. The Contractor shall be responsible for compliance with all portions of said permit.

The Contractor is required to rigorously control the work so that the environment including air, water, and land is not environmentally damaged by dust, runoff, erosion, and/or noise during the course of construction. When spoil from earthwork is stored as part of the Contract work, it will be protected by barriers or dikes to prevent erosion of spoil material and runoff of solids to any stream or other body of water.

In accepting the Contract, the Contractor accepts full liability for any lawsuits brought by any person, corporation, or agency as a result of environmental damage caused by the construction work. Dust shall be controlled by the contractor at their expense.

26. Record Drawings

The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.

All work shall be clearly shown, and the record drawings shall be satisfactory to the Owner in order to ensure that adequate information is indicated to show the actual construction. One complete set of the record drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be reason to withhold payments. All underground lines shall be referenced to surface landmarks so the exact location can be determined from the record drawings.

27. Signs and Barricades

The Contractor shall furnish, erect, and maintain all signs, barricades, fencing, etc. to adequately mark and protect the construction area. Flashing lights shall be provided for nighttime marking.

28. Cleanup

The term cleanup applies to the removal of excess materials, the shaping of streets adjacent to the excavation, and the related work necessary to restore the construction area to its original condition and usability.

Unnecessary delay by the Contractor in cleanup may result in the suspension of further construction until such cleanup is completed.

29. Precedence Within the Specification

Should any of the items of these Special Provisions conflict with any other items of the Contract Documents, these Special Provisions shall govern.

30. Historical/Archaeological

If, during the course of construction, evidence of deposits of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by the Owner that he may proceed. The Owner will issue a Notice to proceed only after the State official has surveyed the find and made a determination of value and effect and submitted such determination to the Environmental Protection Agency and the Owner. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

31. Construction Site Safety

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs for their employees in connection with the work. Furthermore, the Contractor is responsible to provide a safe work site for employees and/or representatives of the Owner.

The Contractor shall comply with all Federal, State, and local safety requirements. The Contractor shall have a current safety plan and a designated safety officer.

END

SPECIAL PROVISIONS
BRIGGS WOODS PUMP STATION
HAMILTON COUNTY, IOWA
2022

SPECIAL PROVISIONS - DIVISION 2 - TECHNICAL

1. Mobilization

- A. Mobilization shall be according to IA-8 except as supplemented in this section.
- B. Mobilization shall include the preparatory work and operations for all items under the contract, including, but not limited to those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site.
- C. Payment for mobilization shall be incidental to pump system construction and installation

2. Removals

- A. Site Preparation shall be according to IA-3 except as supplemented in this section.
- B. Concrete, foundation and sheet pile shall be removed to a minimum of 3-ft below existing grade
- C. Payment for removals shall be incidental to pump system construction and installation.

3. Vertical Turbine Pump Station & Enclosure

- A. The basis of design for the pump station Watertronics, Inc., Hartland, Wisconsin. The current system is Watertronics, Inc. The pump station shall be capable of providing a minimum of 600 gmp at 297' TDH and be able to maintain constant pressure of 120 psi at the pump station discharge pipe. Bids will be evaluated on cost and compatibility with current system.
- B. Wet Well:
 - 1. The Contractor shall furnish and install precast reinforced manhole sections and monolithic base which meet ASTM specifications for sizes shown on plans. All necessary block outs for entrance/exit pipes, etc. shall be formed at the proper location when the section is cast. All joints shall be fitted with a neoprene rubber gasket meeting ASTM C361 specifications to ensure water tightness and each joint also shall be sealed with an approved bituminous joint sealer and seal wraps.
 - 2. Payment for wet well structure shall be incidental to vertical turbine pump system construction and installation

C. Concrete Base:

1. This work consists of constructing a 114" x 120" Concrete Base as shown in the plans,
2. Grading for Concrete Base shall be according to IA-23 except as supplemented in this section.
3. Compaction shall be according to Method 2 unless otherwise specified in the plans.
4. The moisture content of the fill material shall be adequate for obtaining the required compaction. Material that is too wet shall be dried to meet this requirement, and material that is too dry shall have water added and mixed until the requirement is met. The moisture content of the fill material shall be such that a ball formed with the hands does not crack or separate when struck sharply with a pencil and will easily ribbon out between the thumb and finger. The application of water to the fill materials shall be accomplished at the borrow areas insofar as possible.
5. Concrete shall be according to IA-31 except as supplemented in this section.
6. Payment for Concrete Base shall be incidental to Vertical Turbine Pump Station and Enclosure construction.

D. Piping and Fittings

1. This work consists of the construction of HDPE Pressure Pipe, Ductile Iron Pipe and fittings as shown in the plans.
2. Inlet piping shall be HDPE high density polyethylene (HDPE) pressure pipe.
 - a. Pipe shall be joined by means of zero leak-rate butt fusion and shall conform with ASTM D3350. Materials used for manufacturing of polyethylene pipe and fittings shall be PE3408 High Density Polyethylene meeting the ASTM D3350 cell classification of 345434C. Polyethylene pipe shall be manufactured in accordance with ASTM F-714 for sizes 1 1/4" through 8". The pressure rating shall be 160 psi and the standard dimension ratio shall be SDR11 unless otherwise called for in the plans. Pipe diameter (O.D.) sizes shall be ductile iron pipe sizes (DIPS).
 - b. Polyethylene fittings shall be made from material meeting the same requirements as the pipe. Butt fusion fittings shall comply with ASTM D3261 requirements. All fittings and the pipes shall be supplied by the same manufacturer to insure compatibility to polyethylene resins.
 - c. Polyethylene pipe shall be joined by the butt fusion method which shall be performed in strict accordance with the recommendations of the pipe manufacturer. Equipment used for butt fusion shall be capable of meeting all requirements recommended by the pipe manufacturer,

including but not limited to alignment, temperature, and fusion pressures.

3. Discharge Piping shall be Ductile Iron Pipe.

- a. Pipe shall be Class 53 Ductile Iron Pipe manufactured in accordance with AWWA C111 and C151/A21.51 standard specification for centrifugally cast ductile iron pipe for water or other liquids.
- b. Connections for Ductile Iron Pipe and fittings shall be flanged or if supported by soil, connections shall be mechanical joint with retaining glands. Tapping ports shall be installed into the piping assembly to allow for air release and accept gauges for pressure readings of the pumps. The pipes shall be sealed where they protrude through the base plate with link seal to form a gas tight seal between the pump chamber and wet well.
- c. Ductile iron pipe and fittings shall be furnished with standard thickness cement interior coating conforming to ANSI/AWWA C104. Pipe used for buried locations shall be furnished with standard bituminous exterior coating. Pipe used for interior and exposed locations shall be furnished without coating to facilitate painting. All mill scale, rust, weld flux and other foreign matter shall be removed from all steel surfaces by shot blasting to SSPC SP-10 specification for near-white blast cleaning. Surface irregularities shall be removed by grinding. The piping and control panel bracket surfaces shall receive hi-build epoxy coating per the painting schedule listed in part 2.20 of this specification. Paint touch-up shall be provided as necessary for damaged coating areas.
- d. All plugs, caps, tees, and bends for Ductile Iron Piping deflecting 22-1/2 deg. or more on mains 6 inches in diameter or larger shall be provided with a restrained joint.
- e. Mechanical joint retainer glands for Ductile Iron Pipe shall be Megalug Retainer Glands as manufactured by EBBA Iron, Inc. or approved equal.
- f. All fittings, valves, hydrants, etc. for Ductile Iron Pipe shall be installed with Stainless Steel T-bots as manufactured by Birmingham Fasteners or an approved equal
- g. Pipe supports shall be Grinnell figure no. 264 or equal.

4. Payment for Piping and fittings shall be incidental to lift station construction

4. Site Restoration

1. Topsoiling shall be according to IA-26 except as supplemented in this section.
2. Seeding shall be according to IA-6 except as supplemented in this section.
3. Contractor shall ensure that a minimum of 4" of topsoil is placed for the seed bed prior to Seeding. Topsoil shall be stripped and salvaged where existing grass exists.
4. Payment for Site Restoration shall be incidental to vertical turbine pump system construction and installation

END