



**PROJECT MANUAL**  
**FOR**  
**2023 PAVEMENT REPAIRS**  
**WATERLOO WATER WORKS**  
**WATERLOO, IOWA**

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	I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a licensed Professional Engineer under the laws of the State of Iowa.	
		<b>04/26/2023</b>
	JAMIE A. KNUTSON, P. E.	DATE
	My License Renewal Date is December 31, 2023. Pages or sheets covered by this seal: <b>All</b>	

## **NOTICE OF PUBLIC HEARING AND ADVERTISEMENT FOR BIDS**

Notice is hereby given that the Board of Trustees of the Waterloo Water Works of the City of Waterloo, Iowa, will meet in the office of the General Manager, 325 Sycamore Street, Waterloo, Iowa, at 8:00 a.m., local time, Wednesday, May 17, 2023, at which time and place said Board will conduct a public hearing on the proposed adoption of Plans and Specifications and Form of Contract for the 2023 Pavement Repairs Project at various locations in and around the City of Waterloo, Iowa.

At the aforesaid time and place, the Board will consider any objections which may be offered to said Plans and Specifications and Form of Contract and to the making of said improvement.

**Proposals for said improvement shall be filed in the aforesaid office before 10:30 a.m. on May 9, 2023.** The sealed proposals will be thereafter publicly opened and will be immediately read and recorded. All proposals shall be made on official Proposal Forms furnished by the Board of Trustees of Waterloo, Iowa, and must be enclosed in a separate sealed envelope and plainly identified and addressed to the Water Works Board of Trustees, Waterloo, Iowa. Each proposal shall be accompanied in a separate envelope by either cash, a certified check drawn on a solvent state, or national bank; or a bid bond, in the form set out in the Specifications, executed by a corporation authorized to contract as a surety in the State of Iowa in the amount equal to five percent (5%) of the amount of the proposal, made payable to the order of the Treasurer of the Waterloo Water Works Board of Trustees of Waterloo, Iowa. The bid deposit may be forfeited to the Board of Trustees as liquidated damages in the event the successful Bidder fails to enter into a contract and file an acceptable bond satisfactory to the Board of Trustees assuring the faithful fulfillment of the contract and maintenance of said improvements as required by law within 10 days after the acceptance of the proposal. No Bidder may withdraw a proposal within 30 days after the date set for opening bids.

The successful Bidder shall be required to furnish a corporate surety bond in an amount equal to 100% of its contract price, said bond to be issued by a responsible surety approved by the Board of Trustees, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the Board of Trustees from claims and damages of any kind caused by the operation of the contractor and shall also guarantee the maintenance of the improvements in good repair for a period of two (2) years from and after the completion and acceptance by the Board of Trustees.

If the contract is awarded, the contractor will be required to start construction within 15 days after a fully executed copy of the contract documents is issued. The date for completion is September 30, 2023.

**The contractor shall pay all sales taxes for all materials that become an integral part of the completed project. All contractors and subcontractors shall file reports of sales or use taxes paid, as further described in Article 11 of the General Conditions. Sales tax exemption forms will not be provided to the contractor.**



The contract documents are now available at the Waterloo Water Works office of the General Manager at the aforesaid address.

Consideration will be given to the lowest responsible bidder submitting a sealed proposal, provided, however, that the Board reserves the right to reject any and all bids. In evaluating and awarding the contract, the Board will give consideration and weight to the bid which offers the best basis of construction, quality, probable service life and availability of replacement parts for equipment utilized and shall give due consideration to past experience.

BOARD OF WATER WORKS TRUSTEES  
CITY OF WATERLOO, IOWA

By \_\_\_\_\_  
Chad Coon  
General Manager

## **INSTRUCTIONS TO BIDDERS**

### **1. OPENING OF PROPOSALS**

Bids will be publicly opened at the office of the General Manager, 325 Sycamore Street, Waterloo, Iowa, at 10:30 a.m., local time, Tuesday, May 9, 2023, and will be immediately read and recorded. The Public Hearing and official awarding of bids will be at the Waterloo Water Works Board of Trustees meeting on May 17, 2023 at 8:00 a.m.

### **2. EXPLANATION TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

### **3. EXPLANATION OF PROPOSED WORK**

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

### **4. PREPARATION OF BIDS**

- a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

- b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- c. Unless called for, alternate bids will not be considered.
- d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.
- e. In preparing his bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which he proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., \$7.14). In items where unit price is required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

- f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded him by the Waterloo Water Works Board of Trustees. Bids in which the unit prices are obviously unbalanced may be rejected.

5. SUBMISSION OF BIDS

- a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the General Manager. All bids must be filed with the General Manager of the Waterloo Water Works at his office before the time specified for closing bids.
- b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Waterloo Water Works that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

6. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the Waterloo Water Works, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

7. PUBLIC OPENING OF BIDS

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested who may be present either in person or by representative.

8. BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond (on the form furnished by the Waterloo Water Works) payable to the Waterloo Water Works, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bond, his bid security may be retained by said Waterloo Water Works as agreed upon liquidated damages. If bid bond is used, it must be signed by both the bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

9. EXECUTION OF AGREEMENT, BOND AND CERTIFICATE OF INSURANCE

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the Waterloo Water Works an agreement in the form included in the contract documents in such number of copies as the Waterloo Water Works may require.

Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment or services of any nature including utility and transportation services, employed or used by him in performing the work. The bond shall protect and save harmless the Waterloo Water Works from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the Waterloo Water Works. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.

- b. The successful bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in an amount not less than the limits of liability specified in the General Conditions, or required by law, whichever is greater, and shall indemnify and save harmless the Waterloo Water Works from claims and damages of any kind caused by the operation of the Contractor and shall also guarantee the maintenance of the improvements in good repair for a period of two (2) years from and after the completion and acceptance by the Board of Trustees. The certificate of insurance shall be furnished in such number of copies as the Waterloo Water Works may require. The Waterloo Water Works and Board of Trustees shall be named as an "Additional Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.
- c. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Waterloo Water Works may grant, based upon reasons determined sufficient by the Waterloo Water Works may either award the contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the Waterloo Water Works for a refund.

10. AWARD OF CONTRACT

- a. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- b. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but owner may accept them in any order or combination.

- c. The basis for determining low bid on the project will be the sum of the Base Bid Total and the Additional Items Total. The Additional Items unit prices will be used to determine the payment for additional pavement repairs added to the project, at the Waterloo Water Works' discretion. All Base Bid Items and Additional Items are exempted from consideration for additional payment based on variance from the estimated quantities specified in the contract documents.
- d. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.
- e. Owner may conduct such investigations as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- f. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- g. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.

**FORM OF PROPOSAL FOR  
2023 PAVEMENT REPAIRS**

Submitted by\_\_\_\_\_

Company\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Date\_\_\_\_\_

- A. The undersigned, being familiar with the local conditions affecting the cost of the work and with the Contract Documents, including the Notice of Public Hearing and Advertisement for Bids, Instructions to Bidders, Form of Proposal, Form of Contract, Contractors Bond, Plans, General Conditions, General Special Conditions, Special Conditions and Standard Specifications of the City of Waterloo, with any Addenda thereto issued during the time of bidding, all on file in the office of the Board of Water Works Trustees, City of Waterloo, Iowa, hereby propose to perform everything required to be done and furnished and to provide and furnish all labor and materials necessary to perform and complete, in a workmanlike manner, all the work required for the project, in accordance with the plans and specifications for said improvements.
- B. It is understood and agreed that the contractor will supply all materials, unless otherwise specified, necessary to removal and replacement of pavement patches as specified. The materials used must comply with the latest City of Waterloo and Waterloo Water Works specifications for such material as described in the special conditions.
- C. All patches shall be replaced with paving materials compatible with the present paving and in compliance with the requirements of the City Engineer, City of Waterloo, for repair of street paving. Valve box and valve pit lids must be to grade and free of concrete and asphalt.
- D. The undersigned hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete the installation of the proposed pavement repair, all in accordance with the contract documents and for the unit prices for work in place for the following items and quantities:



# LIST OF PAVING REPAIR PATCHES, REMOVAL AND REPLACEMENT INCLUDED

LOCATION	APPROX. SIZE	MATERIAL	BID PRICE
1410 Mulberry	8'x9½'	HMA	
Lane & Fowler	11'x14'	HMA	
Butler & Colorado	Sidewalk	PCC	
Wycombe & Adrian	6½'x33'	PCC	
2700blk. Independence	8½' x 13½'	PCC/HMA	
916 Ash	8'x21'	PCC/HMA	
North end of Niles	10'x22'	PCC/HMA	
4045 Niles	12'x12'	HMA	
Vac. Heath—75' N of Dale	9'x10'	PCC	
Vac. Heath—150' S of Donald	Sidewalk	PCC	
W. Donald & Normandy	8½'x10'	PCC/HMA	
Riehl & Avon	11'x18'	PCC	
Fairview & Bratnober	2 Patches	PCC/HMA	
Fairview & Edwards	10'x40'	PCC/HMA	
Almond & Iowa	2 Patches	PCC/HMA	
Stratford & Ansborough	10'x10'	PCC/HMA	
219 Gayle	9'x14'	HMA	
Maynard & Joy	11'x14'	PCC	
Maynard & Hanna	11'x16½'	PCC	
411 Woodbridge	9'x13'	HMA	
1700blk. Upton	3 Patches	PCC	
Valley & Pleasant Valley	9'x11'	HMA	
108 Valley	8'x10'	HMA	
Letsch & Pleasant Valley	11½'x15'	HMA	
S. Hackett & Oakcrest	16'x17'	PCC/HMA	
403 Norris Ct.	2 Patches	PCC/HMA	

111 N. Hackett	9'x12'	HMA	<hr/>
Grand Blvd. & Niagara	2 Patches	HMA	<hr/>
128 Niagara	10'x28'	PCC	<hr/>
3909 Cadillac	10'x14'	HMA	<hr/>
4014 Cadillac	14'x19'	HMA	<hr/>
Cadillac & Lambeth	10'x12½'	PCC/HMA	<hr/>
320 Lambeth	2 Patches	PCC	<hr/>
718 Progress	2 Patches	PCC/HMA	<hr/>
1027 Heartland Hills	2 Patches	PCC	<hr/>
Onawa & Fleur	Sidewalk	PCC	<hr/>
Sheerer & Corning	14'x17'	HMA	<hr/>
1254 Sheldon	2 Patches	PCC/HMA	<hr/>
Carrington & Ansborough	9'x10 ½'	PCC	<hr/>
340 Russell Rd.	12'x14'	HMA	<hr/>
126 Lillian Ln.	7' x16'	HMA	<hr/>
4528 Hoff	2' x15'	PCC/HMA	<hr/>
In front of Barnes & Noble(L)	12' x33'	HMA	<hr/>
In front of Barnes & Noble(S)	4½' x8'	PCC/HMA	<hr/>
Hammond & Southtown	13½'x18'	HMA	<hr/>
3850 Hammond	8½'x15'	PCC/HMA	<hr/>
849 E. Ridgeway	5'x22 ½'	PCC/HMA	<hr/>
Bourland & LaPorte Rd.	2 Patches	PCC/HMA	<hr/>
900blk. LaPorte Rd.	13'x15'	PCC/HMA	<hr/>
Liberty & Dena	12'x12'	HMA	<hr/>
Oregon & Plymouth	6'x16'	PCC/HMA	<hr/>
1308 Oregon	8'x14'	HMA	<hr/>
1721 Byron	7'x19'	HMA	<hr/>
1145 Hawthorne	5'x13'	PCC/HMA	<hr/>
925 Bourland	9'x14'	HMA	<hr/>
Locust & W. Mullan	9½'x12 ½'	HMA	<hr/>

Western & W. Mullan	12'x15'	HMA	
1010 W. 5th	8'x18'	PCC	
W. 4 <sup>th</sup> & Washington(Bluff)	8½'x13'	PCC	
W 4 <sup>th</sup> & alley S. of Jefferson	6'x11'	PCC	
Jefferson & W. Park	11½'x17'	PCC/BRICK	
W. 4 <sup>th</sup> & Jefferson	10'x11 ½'	PCC	
E. 8 <sup>th</sup> & Mulberry	8'x11'	HMA	
Mulberry & Lane	6½'x10'	HMA	
Spring View & Anthony	8'x15'	HMA	
Longfellow & Norwood	11½'x13'	HMA	
Riverside & Norwood	2 Patches	PCC/HMA	
Maplewood & Riverside	11'x12 ½'	HMA	
Popular & Riverside	11'x15'	HMA	
732 Dundee	10'x19'	PCC/HMA	
Lillian & Russell	11'x16'	HMA	
1124 Dixon	2 Patches	PCC	
Columbus Dr. & Randolph	10'x13'	PCC/HMA	
1943 Byron	7½'x14'	HMA	
<b>TOTAL</b>			

I have made a field inspection of each site and am familiar with the general conditions with which the above approximate dimensions were used in preparation of this bid.

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

By: \_\_\_\_\_

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

In addition to the total base bid for the pavement repairs, bidders are required to submit unit prices to be used when extra work is necessary for Additional Items.

<u>Item Description</u>	<u>Unit</u>	<u>Nominal Quantity</u>	<u>Unit Price</u>	<u>Total Bid</u>
6" Concrete Paving	SY	10.0	\$_____	\$_____
8" Concrete Paving	SY	10.0	\$_____	\$_____
10" Concrete Paving	SY	10.0	\$_____	\$_____
5" Driveway Slab	SY	10.0	\$_____	\$_____
4" Sidewalk	SY	10.0	\$_____	\$_____
6" Concrete Base With 2" Asphalt	SY	10.0	\$_____	\$_____
2" Asphalt Paving	SY	10.0	\$_____	\$_____
4" Asphalt Paving	SY	10.0	\$_____	\$_____
6" Asphalt Paving	SY	10.0	\$_____	\$_____
8" Asphalt Paving	SY	10.0	\$_____	\$_____
Full Depth Saw Cutting	LF	10.0	\$_____	\$_____
24" wide by 6" Curb & Gutter	LF	10.0	\$_____	\$_____
24" x 6" Straight Curb	LF	10.0	\$_____	\$_____
Remove Concrete	SY	10.0	\$_____	\$_____
Remove Asphalt & Rock Base	SY	10.0	\$_____	\$_____

Total Additional Items Bid \$\_\_\_\_\_

Total Base Bid and Additional Items Bid \$\_\_\_\_\_

- E. In submitting this bid, it is understood that the right is reserved by the Board of Water Works Trustees, City of Waterloo, Iowa, to reject any or all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.
- F. The Bidder also noted that by virtue of statutory authority, a preference will be given to products and provisions grown within the State of Iowa, and that a preference will be given to Iowa labor.
- G. The Bidder has made a field inspection of each site and is familiar with the general conditions with which the above approximate dimensions were used in preparation of this bid. Clean up is assumed to be part of the above prices and the lump sum total bid.
- H. The Bidder hereby acknowledges receipt of Addenda as follows, issued during the period of estimating and included in the Proposal herein set forth:

Addendum No. _____	Received (Date) _____
Addendum No. _____	Received (Date) _____
Addendum No. _____	Received (Date) _____

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal,

and \_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto the Board of Water Works Trustees, City of Waterloo,  
Iowa, in the penal sum of

\_\_\_\_\_  
Dollars (\$\_\_\_\_\_) lawful money of the United States, for the payment of which, well  
and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the  
Principal has submitted to the Board of Water Works Trustees, City of Waterloo, Iowa, a  
certain Proposal attached hereto and hereby made a part hereof to enter into a contract in  
writing, for the 2022 Pavement Repairs Project at various locations in the City of Waterloo,  
Iowa.

NOW THEREFORE,

- (a) If said Proposal shall be rejected, or in the alternate,
- (b) If said proposal shall be accepted and the Principal shall execute and deliver a  
contract in the Form of Contract attached hereto (properly completed in  
accordance with said Proposal) and shall furnish a bond for the payment of all  
persons performing labor and furnishing materials in connection therewith, and  
shall in all other respects perform the agreement created by the acceptance of  
his Proposal, then this obligation shall be void, otherwise the same shall  
remain in force and effect; it being expressly understood and agreed that the  
liability of the Surety for any and all claims hereunder shall, in no event,  
exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the  
obligations of said Surety and its bond shall be in no way impaired or affected  
by any extension of the time within which the Owner may accept such  
Proposal; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2023.

\_\_\_\_\_(Seal)  
Principal

By \_\_\_\_\_  
(Title)

\_\_\_\_\_  
Witness

\_\_\_\_\_(Seal)  
Surety

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Attorney-in-Fact

## FORM OF CONTRACT (AGREEMENT)

THIS AGREEMENT made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, hereinafter called the "Contractor" and the Board of Water Works Trustees, City of Waterloo, Iowa, hereinafter called the "Owner".

WITNESSED: That the Contractor and the Owner, for the consideration stated herein, agree as follows:

### ARTICLE 1 – WORK

Contractor shall complete all work as specified or indicated in the Contract Documents. The work is generally described as furnished all labor, materials, equipment, utilities, tax, transportation and the performing of all operations in connection with the 2022 Pavement Repairs Project at various locations in and around the City of Waterloo, Iowa.

### ARTICLE 2 – Commencement and Completion of Work

The work under the proposed Contract shall be commenced after execution of the construction Contract and issuance of Notice to Proceed by the Owner, and shall be completed by September 30, 2023.

### ARTICLE 3 – The Contract Sum

The Owner shall pay the Contractor for the performance of this Contract the aggregate of which is estimated to be \_\_\_\_\_.

### ARTICLE 4 – Contract Documents

Contract Documents shall consist of the following component parts:

1. Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_
2. General Conditions
3. General Special Conditions
4. Special Conditions
5. Plans
6. Instructions
7. Notice of Public Hearing and Advertisement for Bids
8. Bid Form
9. This Instrument
10. Waterloo Water Works "Standard Specifications for Installation of Water Main", latest edition
11. Contractor's Bond



This instrument together with the documents herein above mentioned form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in any of the component parts of this Contract conflicts with any provision of any other component part, the provision in the component part first enumerated herein shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three original counterparts as of the day and year first above written.

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_

(Corporate Seal)

Title \_\_\_\_\_

Witness \_\_\_\_\_

Address for giving notices

\_\_\_\_\_  
\_\_\_\_\_

OWNER Board of Water Works Trustees

By\_ Chad Coon, General Manager

Address for giving notices

P.O. Box 27

Waterloo, IA. 50704

Evidence of approval for this project is contained in the Minutes of the Board of Water Works Trustees.

## CONTRACTOR'S BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Principal) and

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Surety) are held and firmly bound unto the  
BOARD OF WATER WORKS TRUSTEES, CITY OF WATERLOO, IOWA, in the penal sum  
of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

lawful money of the United States, to the payment of which sum, well and truly to be made,  
the Principal herein firmly binds himself (themselves), their heirs, executors, and  
administrators, and the said Surety binds themselves, their successors, assigns, executors  
and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above-  
bounded Principal, did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a  
written Contract with the Board of Water Works Trustees, City of Waterloo, Iowa, for the  
2023 Pavement Repairs Project at various locations in and around the City of Waterloo,  
Iowa, together with all of its terms, covenants, conditions, and stipulations is incorporated  
herein, and made a part hereof as fully and completely as if said Contract were recited at  
length, and

WHEREAS, 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 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 is required to retain until  
completion of the public improvements, but the Principal and Surety 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.

NOW, if the Principal shall in all respects fulfill his said Contract according to the  
terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and  
shall indemnify and save harmless the Board of Water Works Trustees, City of Waterloo,  
Iowa, from all costs and damages which it may suffer by reason of failure to do so, and shall  
fully reimburse and repay the Board of Water Works Trustees, City of Waterloo, Iowa, all  
outlays and expense which it may incur in making good any such default, then the obligation  
is to be void and of no effect; otherwise to remain in full force and effect.

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

1. To any extension of time to the contract in which to perform the contract.
2. To any changes 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 then be released only as to such excess increase.
3. That no provision of this bond or any other contract shall be valid which limits to less than two (2) years from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact

## **GENERAL CONDITIONS**

### **ARTICLE 1 – DEFINITIONS**

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement – The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Bid – The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

City Engineer – The City Engineer of Waterloo, Iowa, or his authorized representative.

Contract Price – The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time – The number of days or the date stated in the Agreement for the completion of the Work.

CONTRACTOR – The person, firm or corporation with whom OWNER has entered into the Agreement.

Notice of Award – The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Contract Documents.

OWNER – The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.

Project – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Specifications – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Work – The entire completed Construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## ARTICLE 2 – PRELIMINARY MATTERS

### Delivery of Bonds:

- 2.1 When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with the Contract Documents.
- 2.2 OWNER shall furnish to CONTRACTOR up to three copies of the Contract Documents for the execution of the Work. Additional copies will be furnished upon request at the cost of reproduction.
- 2.3 The Contract Time will commence as indicated in the Notice to Proceed.
- 2.4 Within seven days after the date of the Notice to Proceed, the CONTRACTOR shall submit a preliminary schedule of the Work and schedule a preconstruction conference at the site of the Work.

## ARTICLE 3 – CONTRACT DOCUMENTS: INTENT AND REUSE

- 3.1 The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. It is the intent of the Contract Documents to describe a complete project.
- 3.2 The Contract Documents will be governed by the law of the place of the project.

## ARTICLE 4 – AVAILABILITY OF LANDS

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR.

## ARTICLE 5 – BONDS AND INSURANCE

5.1 The bidder to whom the contract is awarded will be required to file a surety bond in a sum equal to the full amount the Board is obligated to pay under the terms of said contract. This bond shall be in form complying with all applicable laws, ordinances and regulations and other provision of the State of Iowa pertaining thereto, and shall be conditioned upon the completion of the contract in accordance with the aforesaid plans and specifications. The bond shall be executed by a surety company authorized to do business within the State of Iowa.

5.2 The CONTRACTOR shall purchase and maintain insurance to protect himself and OWNER and the CITY ENGINEER against all hazards enumerated herein. All policies shall be in the amounts, form and companies satisfactory to the OWNER.

All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the OWNER before the policy is cancelled or changed. All certificates of insurance shall be delivered to the OWNER and City Engineer prior to the time that any operations under this contract are started.

All of said CONTRACTOR'S certificates of insurance shall be written in an insurance company authorized to do business in the State of Iowa.

5.3 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (b) by any other person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

- 5.4 The insurance required by Section 5.3 shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater:

1. General Liability; (including contractual, independent contractors, broad form property damage, personal injury, underground explosion and collapse hazards).	\$1,000,000 Combined Single Limit Per Occurrence \$1,000,000 Aggregate
2. Automobile Liability; (including all owned, non-owned, and hired autos).	\$1,000,000 Combined Single Limit
3. Workers' Compensation	Statutory Benefits \$500,000 Coverage B
4. Umbrella Liability; (applying directly excess of above liability coverages).	\$1,000,000 Combined Single Limit \$1,000,000 Aggregate

The Waterloo Water Works and Board of Trustees and CITY ENGINEER shall be named as "Additional Insured".

- 5.5 The insurance required by Section 5.3 shall include contractual liability insurance applicable to the CONTRACTOR'S obligations as follows:

1. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the OWNER and the City Engineer and their agents, officers and employees from and against all claims, damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (b) is caused in whole or in part by any negligent act or omission of the CONTRACTOR any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 5.5.

2. In any and all claims against the OWNER or the City Engineer or any of their agents, officers or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts.
  3. The obligations of the CONTRACTOR under this Section shall not extend to the liability of the City Engineer, his agents or employees, arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (b) the giving of or the failure to give directions or instructions by the City Engineer, his agents or employees providing such giving or failure to give is the primary cause of the injury or damage.
- 5.6 For the consideration in this agreement heretofore stated, in addition to CONTRACTOR'S other obligations, the CONTRACTOR assumes full responsibility for all loss or damage from any cause whatsoever to any tools owned by the mechanics, any tool machinery, equipment, or motor vehicles owned or rented by the CONTRACTOR, his agents, subcontractors, material men or his or their employees: to shed or other temporary structures, scaffolding and stagings, protective fences, bridges and sidewalk hooks. The CONTRACTOR shall also assume responsibility for all loss or damage caused by, arising out of or incident to larceny, theft or any cause whatsoever (except as hereinbefore provided) to the structure which the work of this contract, and any modifications, alterations, enlargement thereto, is to be done, and to following items and labor connected or to be used as a part of the permanent materials, and supplies necessary to the work.
- 5.7 Upon the occurrence of any event, the liability for which is herein assumed, the CONTRACTOR agrees to forthwith notify the OWNER, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.
- 5.8 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the Contract price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the Contract time, and until the work is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR and the OWNER.



## ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

### Supervision and Superintendence:

- 6.1 CONTRACTOR shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be solely responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished work complies accurately with the Contract Documents.
- 6.2 CONTRACTOR shall keep on the work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER.

### Labor, Materials and Equipment:

- 6.3 CONTRACTOR shall provide competent, suitable qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents.
- 6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operations and completion of the work.
- 6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents.
- 6.6 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

### Equivalent Materials and Equipment:

- 6.7 Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by OWNER if sufficient information is submitted by CONTRACTOR to allow OWNER to determine that the material or equipment proposed is equivalent to that named.

- 6.8 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR.

Patent Fees and Royalties:

- 6.9 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

Permits:

- 6.10 Unless otherwise provided in the Special Conditions, CONTRACTOR shall obtain and pay for all construction permits and licenses.

Laws and Regulations:

- 6.11 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give OWNER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification.

Taxes:

- 6.12 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to paid by him in accordance with the law of the place of the Project.
- 6.13 CONTRACTOR shall confine construction equipment, the storage of materials and equipment, and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

- 6.14 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER, CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.
- 6.15 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Safety and Protection:

- 6.16 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

Emergencies:

- 6.17 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss.

ARTICLE 7 – CHANGE OF CONTRACT PRICE

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER within fifteen days of the occurrence of the event giving rise to the claim.

## ARTICLE 8 – CHANGE OF THE CONTRACT TIME

The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence.

## ARTICLE 9 – WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS: CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective.

Within two (2) years after final payment, any work found to be defective by the OWNER and written notice given to the CONTRACTOR shall be corrected by the CONTRACTOR at no cost to the OWNER.

## ARTICLE 10 – PAYMENTS TO CONTRACTOR

Application for Progress Payment:

- 10.1 At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to OWNER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents and also as OWNER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER'S title to the material and equipment and protect OWNER'S interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR'S obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be five percent (5%).
- 10.2 OWNER will within 20 days make payment as requested or notify CONTRACTOR in writing the reasons for not making payment in full or in part.

- 10.3 The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as OWNER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment.

#### ARTICLE 11 – REPORT OF SALES OR USE TAXES PAID

All CONTRACTORS shall prepare and require their Subcontractors to prepare, sign, and acknowledge before an Iowa Notary Public, an Iowa Department of Revenue Iowa Contractor's Statement, most recent version, listing their respective expenditures for all materials that become an integral part of the completed project: the purchase price, the amount of Use or Sales Tax paid, the names of the materials suppliers, and all other information required to complete said form. All CONTRACTORS shall file with the OWNER executed copies of these forms covering all material incorporated by them or their Subcontractors. Receipt of said executed forms by the OWNER shall be a prerequisite to final payment of retained percentage of Contract price to the CONTRACTOR.

#### ARTICLE 12 – DISCRIMINATION

The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **GENERAL SPECIAL CONDITIONS**

### **1. SCOPE OF WORK**

The work covered by this contract consists of furnishing all labor, equipment and materials, and performing all operations in connection with the 2023 Pavement Repairs Project, in accordance with these specifications.

The specifications have the general title of 2023 Pavement Repairs Project.

The standard specifications of the City of Waterloo are to be used along with the special provisions described herein and shall be considered as part of the contract documents.

### **2. CONFLICTING SPECIFICATIONS**

In the case of conflicts between sections of the Project Manual and referenced specifications and provisions thereof, the most stringent requirement, as determined by the City Engineer, shall be the prevailing requirements.

### **3. DUMPING AREAS**

Excess materials resulting from construction operations shall be hauled to the County Landfill or other area secured by the contractor and approved by the City Engineer. Rubble, rubbish, trees, brush and other unsuitable backfill material, as designated by the City Engineer, shall be hauled to the County Landfill. All landfill charges are to be considered incidental to the contract and are the responsibility of the contractor.

### **4. CONSTRUCTION DAMAGE**

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the City Engineer, shall be considered the Contractor's responsibility.

### **5. REMOVED MATERIALS**

All materials removed as part of this Contract shall remain the property of the Owner unless the Owner determines that the materials are not salvageable and the Owner does not want to retain ownership of the materials. Materials designated in the field by the City Engineer as non-salvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the City Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. OVERHAUL

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. MAILBOXES

The Contractor shall notify the United State Postal Department of mailboxes which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered or direct payment but will be considered incidental to the item to which it applies.

8. PAY ITEMS

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant, and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the Waterloo Water Works a detailed estimate giving a complete breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the Waterloo Water Works prior to any payment of any lump sum price item.

10. PERMISSION TO HAUL OVER STREETS, RAILROADS AND HIGHWAYS

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws and ordinances governing hauling and movement of equipment over streets, railroads, highways and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. CONSTRUCTION SCHEDULING

The Waterloo Water Works shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The Waterloo Water Works may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street and Engineering Departments of the closing and opening of streets. The Contractor shall commence work within ten (10) days after receipt of the "Notice to Proceed" and diligently execute the work of the contract to completion.

12. PRE-CONSTRUCTION CONFERENCE

Before any work is started, the Contractor shall arrange with the Waterloo Water Works to hold a pre-construction conference for the purpose of discussing the contract.

13. UNDERGROUND UTILITIES

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the contractor and the respective utility company.

14. TRAFFIC SIGNS AND STREET SIGNS

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.



15. TRAFFIC CONTROL DURING CONSTRUCTION

The Contractor shall, at his own expense and without further or other order, provide, erect and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to ensure the safety of the public as well as those engaged on the work. All barricading plans shall be reviewed by the City Engineer.

The Contractor shall barricade both ends of each area where sidewalk is removed. The Contractor shall use Type I or Type II barricades. Barricades shall be clean with good reflective properties. The Contractor shall only remove as much walk as can be replaced within 72 hours.

Where alley approach walks are removed, the Contractor shall use Type II or Type III barricades with steady burn or flashing amber lights on both the alley and street side of the approach. The barricades described above for pedestrian traffic shall also be required. The Contractor shall replace the alley approach walk the day it is removed.

When access to a property is going to be blocked completely, the property owner will need to be notified 36 hours in advance.

When closing a lane of traffic to facilitate repair on a four-lane, or undivided or divided roadway, this closure shall be completed in accordance with the Iowa Department of Transportation Standard Road Plans RS-63A or RS-64A. This closure shall also be considered incidental to contract bid items.

All barricading necessary for completion of this project shall be considered incidental.

16. GRADES, LINES, LEVELS AND SURVEYS

The Contractor shall verify all grades, lines, levels and dimensions as shown on the drawings, and he shall report any errors or inconsistencies in the same to the Waterloo Water Works before commencing work.

17. SAFETY OF WORKERS AND PUBLIC

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

18. WORKING ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS

The Contractor shall notify the City Engineer in writing forty-eight (48) hours in advance if work on Saturday is planned. By noon the Friday before the planned Saturday work, the Contractor shall confirm the Saturday work schedule with the project inspector.

Work on Sunday or holidays requires prior approval of the City Engineer in accordance with the Waterloo Standards Specifications.

19. LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the Waterloo Water Works liquidated damages in the amount of Two Hundred Dollars (\$200.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which liquidated damages will be charged will be working days that the contractor does, or could have worked, from Monday through Friday. Saturdays and Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for liquidated damages will include rain days, Saturdays and Sundays if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Waterloo Water Works General Manager and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work, the Contractor shall submit to the Waterloo Water Works General Manager in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This liquidated damage amount is not construed as a penalty. These damages are for the cost to the Waterloo Water Works of providing the required additional inspection, engineering and contract administration.

20. ENGINEERING CONSTRUCTION INSPECTION

The City of Waterloo Engineering Department will provide inspection for the paving patch areas. This will require an inspection prior to the placement of final paving material.

Pavement Patch areas may vary dependent on current conditions. The Engineering Department will review the pavement patch locations upon request by the Contractor.

## **SPECIAL CONDITIONS**

### **1. INTRODUCTION**

- 1.1 These special provisions are applicable to the 2022 Pavement Repairs Project at various locations in and around the City of Waterloo, Iowa.
- 1.2 The purpose of the project is to remove and replace certain pavement caused by water main repairs and other work by the Waterloo Water Works in and around the City of Waterloo, Iowa.
- 1.3 The contractor shall coordinate the removal and replacement of pavement repair work with all contractors or utility construction that is in any way allied to the entire project.
- 1.4 No change order or alteration in the plans, specifications or contract documents will be made without the prior written approval of the Waterloo Water Works General Manager.
- 1.5 The Standard Specifications which are referenced in the contract documents are designated as follows:

WATERLOO WATER WORKS SPECIFICATIONS – ‘Standard Specifications for Installation of Water Main’

CITY OF WATERLOO STANDARD SPECIFICATIONS – ‘Standard Specifications for Municipal Public Works Construction’, City of Waterloo, Iowa

IDOT STANDARD SPECIFICATIONS – ‘Standard Specifications for Highway and Bridge Construction’, Iowa Department of Transportation, Ames, Iowa, latest series and current revisions thereof.

IOWA SUDAS STANDARD SPECIFICATIONS – ‘Iowa Statewide Urban Design and Specifications Manual’, latest series and current revisions thereof.

- 1.6 These special conditions contain statements that modify and supersede the Standard Specifications listed above for this project only.
- 1.7 Payment request is modified to provide that the Contractor's monthly payment request may include all work performed and materials purchased and placed on the job site with payment to be made for ninety five percent (95%) of approved work and materials until substantial completion, thereafter, five percent (5%).
- 1.8 Field measurements will be made to determine the actual quantity of materials installed to determine quantity for payment.

## 2. PAVEMENT MATERIAL

### A. PORTLAND CEMENT CONCRETE (PCC)

SUDAS Division 7, Section 7010 shall apply with the following revisions:

1. City of Waterloo "Standard Specifications for Municipal Public Works Construction" General Specifications for Construction shall be used in lieu of "General Provisions & Covenants" Division I.
2. 1.08.A.3: Cold weather protection and Linseed Oil application will be considered incidental and shall not be measured or paid for separately.
3. Section 7040 - 1.08.H.3 & I.3: Sawing for pavement removal will be considered incidental and shall not be measured or paid for separately.

All PC concrete removed from this project shall be disposed of at approved rubble disposal sites.

All of the asphalt removed from this project is to be the property of the contractor.

Before leaving the project for the day, the Contractor shall shape the subgrade to drain.

4. 2.01.K.2: Use flexible foam expansion joint filler only.
5. 3.01.B.1b: Short distance for hand methods is considered as 150 feet or less.
6. 3.02.C: Surface Fixture Adjustments – "Fixture Adjustments" shall be considered incidental to applicable items.
7. 3.02.F: Use of paving machine required on all sections 150 feet or more.
8. 3.02.H.5: Surface treatment shall be burlap bag treatment only.
9. 3.02.K: All joints shall be sealed as per Standard Road Plan PV-101, Details A, B & C.
10. 3.03.B: Hand finish methods may be used for curb and gutter sections 150' or less.
11. "Determining Coarseness and Workability Incentive" in IM530 shall not apply.
12. Linseed Oil Surface Treatment of PCC Paving and Curb and Gutter

This item shall consist of the curing of concrete and protecting the entire finished concrete surface of the pavement and curbs from the de-icing agents used during cold weather by applying a linseed oil solution. **The linseed oil solution application is required only on paving placed after August 31.**

A curing compound/linseed oil combination product shall be used. Material shall conform to W.R. MEADOWS LIN-SEAL™ WHITE Curing and Anti-Spalling Compound or engineer approved equivalent.

Linseed oil treatment shall be paid at the unit price per square yard.

B. HOT MIX ASPHALT:

SUDAS Division 7, Section 7020 shall apply with the following revisions:

1. City of Waterloo "Standard Specifications for Municipal Public Works Construction" General Specifications for Construction shall be used in lieu of "General Provisions & Covenants" Division I.
2. Specific References to Base Widening do not apply to Full Depth Construction on this project.
3. 1.02.B.2: Table 7020.01 will be modified by the following:
  - a. All Courses:  
  
HMA - 3M ESALS, S ½", No friction required  
PG 58-28S for 3M ESALS ,75% crushed particles  
Type A Aggregate only
4. 1.05.B: No unclassified RAP will be allowed.  
  
1.05.C: Any HMA removed shall be property of the Contractor.
5. 1.08.I: Surface Fixture Adjustments – "Fixture Adjustment" shall be considered incidental to applicable items.
6. 1.08.J: Sawing for pavement removal will be considered incidental and will not be measured or paid for separately.

All of the asphalt removed from this project is to be the property of the Contractor.

Before leaving the project for the day, the Contractor shall shape the subgrade to drain.

7. 2.02: Use of warm mix asphalt (WMA) is not allowed.
8. 2.03.A No unclassified RAP will be allowed. Certified or classified RAP is allowed in the IM Base and IM Intermediate Mixes, and in the 3M Base Mix. 60% CP content in the RAP may be included in the total CP percentage.
9. 2.03.B: No recycled asphalt shingles (RAS) will be allowed.
10. 3.01.C2: Tack coat will be required per lift in this section.
11. 3.06.A: The City may conduct the tests, hire an independent testing laboratory, or use the Contractor's test results.
12. 3.06.A.2: The City will not prepare the mix designs. The Contractor will have mix designs approved by the IDOT or independent lab. Any HMA produced prior to submittal of JMF's and material certifications will not be paid for
13. .
14. 3.06.A.3.b.1: Binder will be accepted based on suppliers shipment certification.
15. 3.06.A.3.b.6: No split samples for agency correlation are required.
16. 3.06.B.3: Will be modified as follows:  
  
For base, intermediate and surface lifts, any mix on any street per stage per day, over 700 feet in length or over 2400 SY in area will require QMA. For base intermediate and surface lifts over 100 ton per street per stage per day will require a hot box sample and gradation, unless otherwise waived by the City Engineer.
16. Maximum compacted thickness of any lift will be three (3) inches.
17. Multiple lifts of asphalt will not be allowed on the same street on the same day until existing HMA has reached an ambient temperature with its surroundings prior to the placement of the next layer of HMA. The City Engineer may waive this requirement.

### 3. REVISIONS TO WATERLOO STANDARD SPECIFICATIONS

- A. Slump for PCC Pavement – The slump, measured in accordance with ASHTO T 119, shall not be more than two (2") inches for machine-finished, slip-form pavement, or four (4") inches for hand-finished pavement.
- B. Entrained Air Content for all concrete shall be in accordance with IDOT Specifications Section 2301.04; target 7%, minimum 6%, maximum 8%. Field

adjustments may be required to result in 7% finished entrained air.

4. PAVEMENT/PATCHING MATERIAL REMOVAL

Removal of concrete and patch material shall meet the following requirements: The Contractor shall remove the pavement or temporary patching material as shown on the plans or designated by the City Engineer. If only portions of pavement are to be removed, the boundaries of removal shall be made by a vertical full-depth saw cut before breaking for removal. The Contractor shall not receive compensation for removing any removed areas not designated for removal. Any areas of pavement broken or damaged by the Contractor's operations shall be sawed full depth at the next panel joint beyond the damage, removed and replaced by the Contractor without compensation.

5. PAVEMENT CONSTRUCTION

Construction of pavement shall meet the following requirements:

- A. **SUBGRADE.** The subgrade upon which the pavement is to be placed shall be prepared by excavating or filling with suitable material to the finished subgrade elevation of the pavement. Said subgrade shall be tamped with an approved hand tamper or vibratory plate or rolled with an approved steel roller until smooth, firm, uniform, and unyielding (as approved by the City Engineer) to the required depth below the finished grade line. All soft, spongy or yielding spots and all vegetable or other perishable matter shall be removed and the space refilled with suitable material. NO SAND will be allowed for fill; unless it is similar to the existing subgrade material found at the work site.

The subgrade materials shall be thoroughly moistened, as approved by the City Engineer, prior to the placement of PCC. If the contractor is required to add water to the said subgrade to provide uniform moisture content, the method of incorporating said water into the subgrade shall not form mud or pools of water.

- B. **FILLS AND CUTS.** When filling is necessary to bring the pavement base to grade, the fill shall be deposited and compacted in layers of not more than six (6) inches. Material shall be compacted to a minimum of ninety-five percent (95%) of its Standard Proctor Density or subbase density specification of the contract plans.



- C. **FORMS:** Forms of wood or steel shall be used along each edge of pavement as necessary. These forms shall be set true to line and grade and shall be held rigidly in place by stakes placed outside the forms and flush with or below the top edge of the forms. Said stakes shall be spaced no more than four (4) feet apart for wood forms and five (5) feet apart for steel forms. All steel forms shall have a height equal to the full specified depth of pavement. Standard dimensional lumber for wood forms shall be acceptable, i.e., 2" x 4", 2" x 6", etc., and shall be free from warp as approved by the City Engineer. All forms shall be clean and free from mortar and/or dirt.
- D. **SAWING OF CONCRETE.** Where sawing is required to remove existing pavement, it shall be sawed full depth to prevent any damage to adjacent pavement.
- E. **EXPANSION JOINTS.** Strips of an approved type of non-extruding premolded asphaltic expansion joint material shall be placed perpendicular to the side forms, and to the full depth of the pavement at locations to match existing or original conditions. All other pavement joints shall be constructed to match existing construction joints.
- F. **PLACING CONCRETE.** Ready-mixed concrete for walks shall be placed immediately after delivery. Concrete shall be placed in a manner which will avoid segregation or separation of the ingredients. The concrete shall be spread evenly and tamped or vibrated, and it shall be well spaded against the forms, expansion joints or other abutting structures. Retempering of concrete by remixing with or without additional materials, shall not be permitted.
- G. **CURING OF CONCRETE.** Unless the concrete is scheduled to be overlaid with asphalt or protected for cold weather, all exposed surfaces, including surfaces from which the forms have been removed, shall be cured with a white pigmented curing compound meeting requirements of Iowa DOT Specification Section 4105. **NO CLEAR CURING COMPOUNDS SHALL BE PERMITTED.**

Curing compound shall be applied in a fine spray to form a continuous, uniform film on the surface and vertical edges of the slab as soon as the free water has appreciably disappeared. The rate of application shall be not less than 0.067 gallon per square yard (covering 15 square yards per gallon).

Care shall be taken to ensure that liquid curing materials shall be well agitated in the supply drum or tank immediately before transfer to the distributor and kept thoroughly agitated during application. Application shall be by means of power spraying equipment capable of producing a fine spray which will not damage the surface of the concrete. Hand operated sprayers will be allowed, provided that the compound remains a uniform color and with uniform coverage.

If forms are used, within 30 minutes after their removal, the vertical edges of the concrete shall be coated with curing material, applied at the same rate as on the surface.

If the coating is damaged within 72 hours after being applied, due to other operations, the affected areas shall be recoated without delay. Coating of the sawed surface with curing compound will not be permitted on joints that are to be sealed.

- H. COLD WEATHER CURE. Concrete less than 36 hours old shall be protected in the following manner:

<u>Night Temperature Forecast</u>	<u>Type of Protection</u>
35 to 32 degrees F	One Layer of burlap
31 to 22 degrees F	Two layers of burlap or one layer of plastic on one layer of burlap
Below 21 degrees F	6-inches of hay or straw*

\*Equivalent commercial insulating material approved by the City Engineer may be used. For concrete placed after October 1 and which requires this protection, the protection shall remain until the concrete is five (5) days old.

Some rough equivalents that may be used in lieu of straw are as follows:

1. Four (4) layers of burlap sandwiched between two (2) layers of plastic.
2. Three (3) layers of burlap.
3. One (1) layer of fast track blankets.

These or other equivalents may be used as long as the materials provide for a minimum of 0.75 R-value and the surface of the protected concrete is maintained above 40 degrees F.

When cold weather protection has to be used to protect concrete, the impervious coating can be applied after the cold weather protection has been removed. The coating needs to be applied within four (4) hours after the removal of cold weather protection.

After the forms have been removed, the sides shall be backfilled with topsoil immediately.

- I. **WEATHER.** Concrete shall not be placed when stormy or inclement weather prevents good workmanship. No lumps or frozen aggregate shall be used, and concrete shall not be placed on a frozen subgrade. If weather conditions are favorable, concreting operations may be started when the temperature is at least 34 degrees F and rising. At time of placement, the temperature of the mixed concrete as discharged from the mixer shall be 55 degrees F or above, and may proceed as long as the temperature of the fresh concrete can be maintained at or above 55 degrees F. Mixing and placing of concrete shall stop when the air temperature is 38 degrees F and falling. Cold weather curing methods shall be used for protection of the slab from freezing temperatures.
- J. **CONSTRUCTION JOINTS.** At the close of each day's work, and at any other time when the process of depositing concrete is stopped for thirty minutes or more, a construction joint shall be placed.

For this joint a wood header board shall be used having a two (2) inch nominal thickness and conform to the cross section of the slab. This header board shall be set accurately and held in place perpendicular to the surface and at right angles to the centerline.

- K. **THICKNESS.** Pavement constructed under this Specification shall have a minimum thickness as specified on the detail drawings of paving patches.
- L. **FINISH AND SLAB MARKINGS.** After working the concrete to an approximate true surface, the concrete shall be cut with a tool to the required sawing thickness to form the concrete into squares matching existing joints as directed by the City Engineer. This cutting shall be followed by a marking tool forming a groove at least one-half ( $\frac{1}{2}$ ) inch. The surface shall be finished true to grade, with a steel trowel, and afterward roughened slightly with a broom. Sawing will be permitted, provided the sawing depth is as follows:

<u>PAVEMENT THICKNESS</u>	<u>SAW CUT DEPTH</u>
4 Inches	1½"
5 Inches	1¾"
6 Inches	2"
7 Inches	2¼"
8 Inches	2½"

Sawing of the concrete shall be completed within a minimum of 24 hours after the finish work has been completed.

- M. CARE AND PROTECTION. Workmen shall not be permitted to walk on freshly laid concrete, and where any sand or dirt sets on the surface, it shall be carefully removed before finishing. When complete, the pavement shall be protected from traffic for at least seven (7) days. The forms shall not be removed before twenty-four (24) hours, and when removed, earth shall be banked and compacted against the edge of the sidewalk and/or trail.
- N. ADJUSTMENTS. Whenever any adjustment of the grade slope or slab markings is necessary or advisable in order to have the work conform to existing abutting pavement or other abutting structures, the adjustment shall be made only with the permission, and under the direction of the City Engineer.
- O. TESTING AND INSPECTION. The City Engineer shall have the right to go upon any work site where pavement repair is being constructed and make tests to do such other acts as may be necessary to determine compliance with the current specifications.

6. DAMAGE BEYOND SPECIFIED LIMITS

Any pavement repair necessary outside the area marked for replacement due to negligence or poor workmanship by the Contractor, as determined by the City Engineer or his representative, will be considered Contractor's responsibility.

7. ACCESS TO PROPERTIES

The Contractor shall make every effort to minimize the amount of time that access to private properties is blocked when reconstructing pavement through driveway approaches. To help minimize this closure, pavement at driveways shall be paved with P.C.C., M-4. When a driveway is going to be closed, the property owner shall be notified 36 hours in advance.

8. BARRICADING AND TRAFFIC CONTROL

Barricades and traffic control items shall be provided in order to take every reasonable precaution for providing for the safety of the general public traveling to, through, within, along and across the construction area. Barricades and traffic control items shall conform to the FHWA MUTCO Manual (latest revision). The Contractor shall take every reasonable precaution to prevent the public from entering the work area and to prevent the work from interfering with traffic.

The City Engineer, or authorized representative, shall periodically review barricading and traffic control that has been put in place by the Contractor. If barricading and traffic control devices are found to be without proper maintenance, penalties shall be assessed. Improper maintenance shall include, but not be limited to, the following situations:

- A. Less than 100 percent of lights in working order.
- B. Any barricade or sign moved or tipped over.
- C. Fencing not supported in a vertical position.
- D. Fencing not placed around excavations when workers/equipment are not working at the location.
- E. Lack of proper barricades or signage.

The American Traffic Safety Service Association (ATSSA), publication "Quality Standards for Work Zone Traffic Control Devices", shall be utilized by the City Engineer, or authorized representative, to determine the acceptable quality level for typical work zone barricading and traffic control devices.

Each incident is treated as a separate citation on an individual basis. It is not intended that minor deficiencies be penalized if corrected the day notification is given. In addition to the following schedule of fines, the City Engineer may suspend work for irresponsible and/or repeated failure to construct the project using barricading and traffic control procedures.

Penalties:	1 <sup>st</sup> Offense	Written warning given by Waterloo Water Works
	2 <sup>nd</sup> Offense	\$100
	3 <sup>rd</sup> Offense	\$250
	4 <sup>th</sup> Offense	\$500
	5 <sup>th</sup> Offense	\$1,000
	6 <sup>th</sup> Offense	City Engineer's discretion (amount equal or greater than \$1,000)

No separate measurement for payment shall be made for materials, labor, signs, barricades and maintenance of said items, and it shall be considered incidental to the traffic control bid item.

9. WATER VALVES, ADJUSTMENTS, AS PER PLAN

When a water valve is in the pavement area being repaired, the Contractor shall adjust the valve to the finished elevation of the pavement. This work shall include adjusting the existing valve box as necessary. All valve box and valve pit lids shall be free of debris, including dirt, concrete and asphalt. No separate measurement for payment will be made for water valve box adjustments and cleaning, and it shall be considered incidental to applicable items.

10. CITY WATER

The Contractor shall be not allowed to use water from Waterloo Water Works fire hydrants. Bulk water may be purchased at the Waterloo Water Works Pumping Station at 111 East 3<sup>rd</sup> Street, Waterloo, IA.

# 2023 Paving Patches

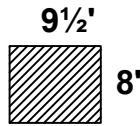
Page 1

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

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**4" modified subbase,  
5½" HMA base, 2" HMA**



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**1410  
Mulberry**





# 2023 Paving Patches

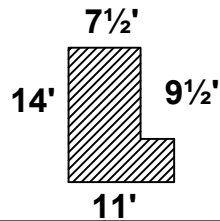
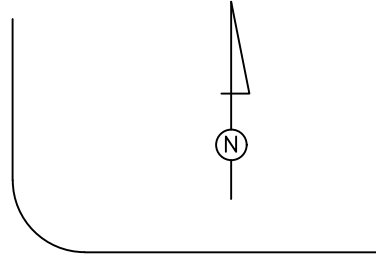
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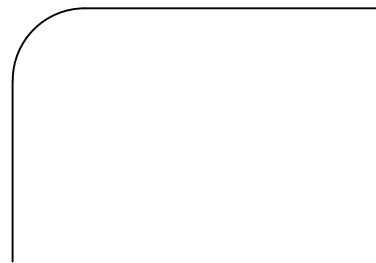


**Lane**



**2" HMA base, 1 1/2" HMA**

**Fowler**





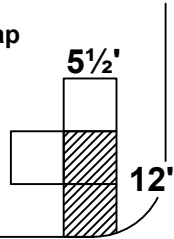
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Page 3

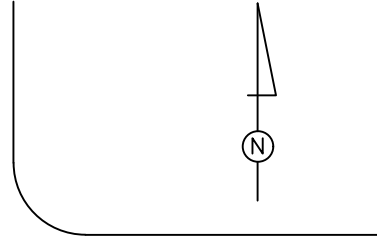
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PCC sidewalk w/ handicap  
approach w/ precast  
inserts per City specs



sidewalk



**Butler**

**Colorado**

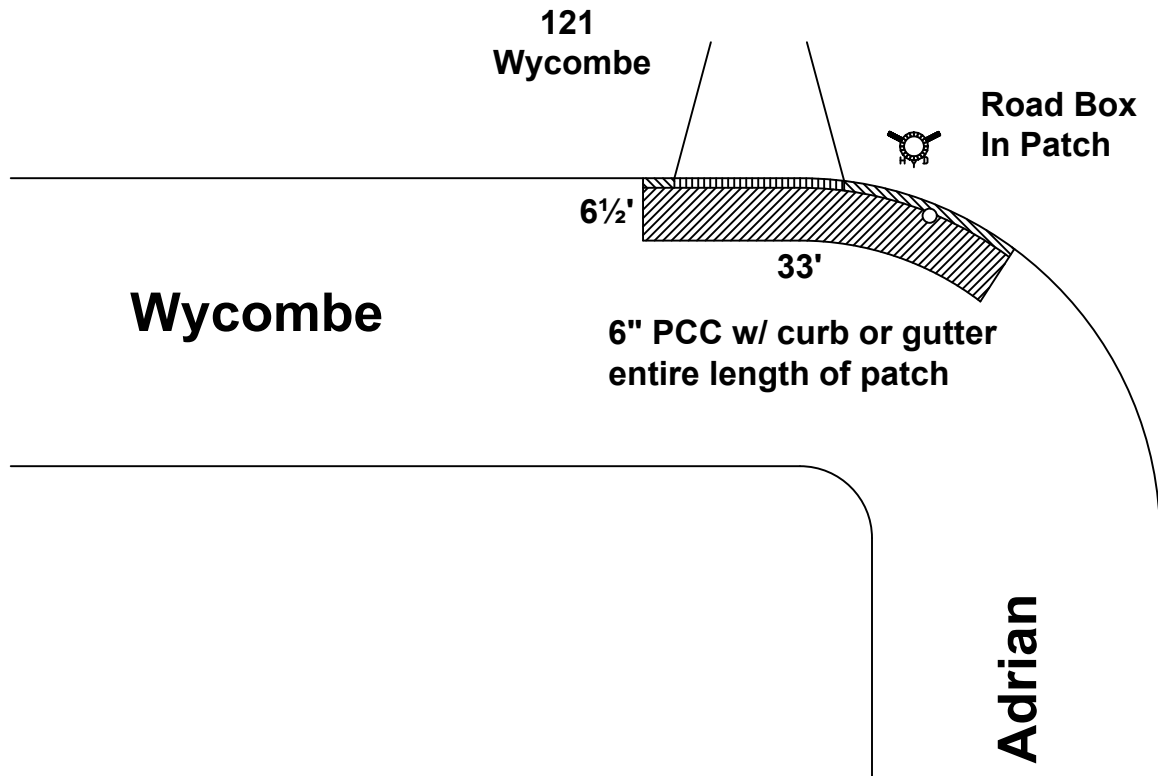


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Page 4

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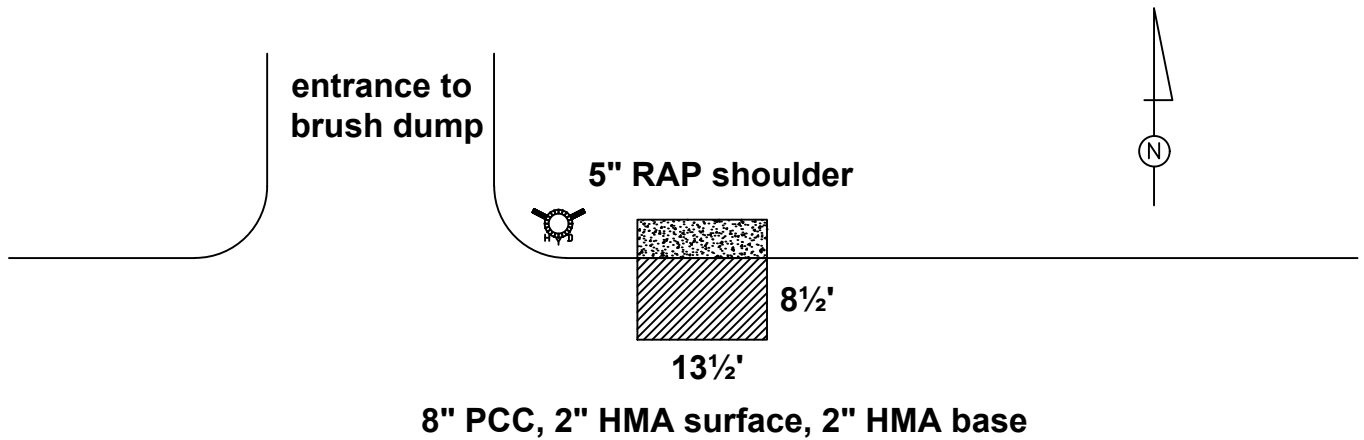


# 2023 Paving Patches

Page 5

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**2700 block of Independence**

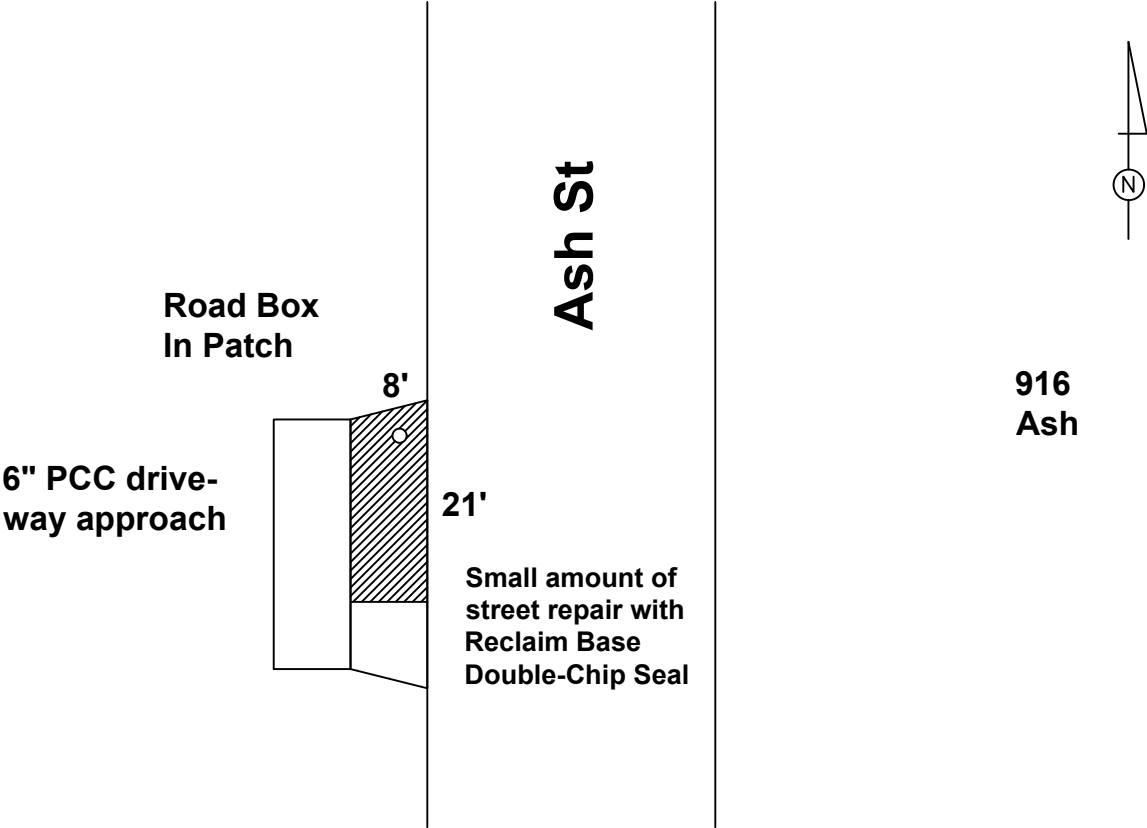
Lehman Circle



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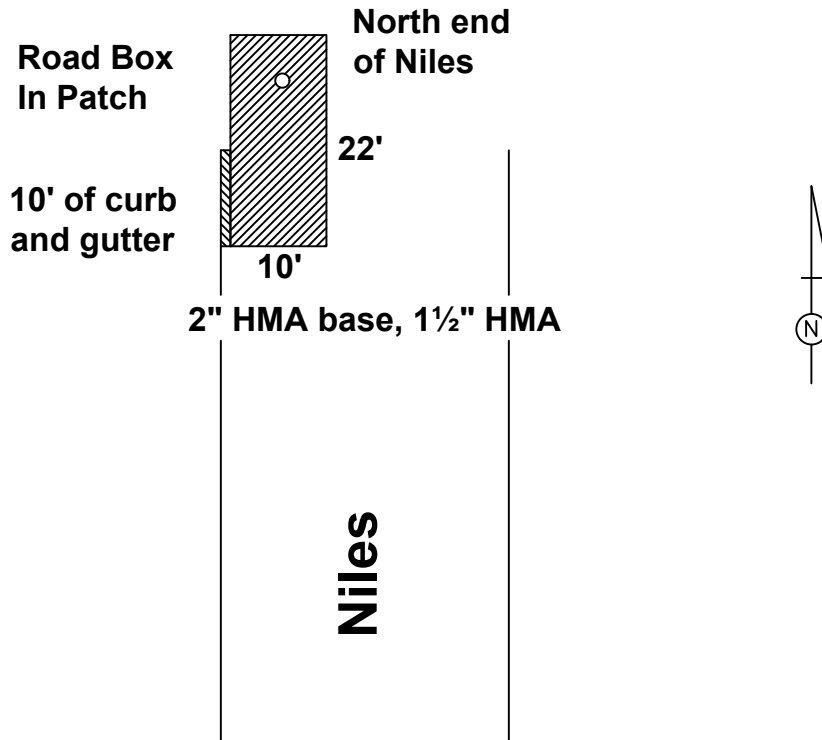


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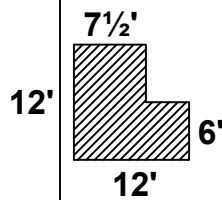
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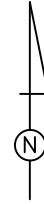
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**4045  
Niles**



**2" HMA base, 1 1/2" HMA**

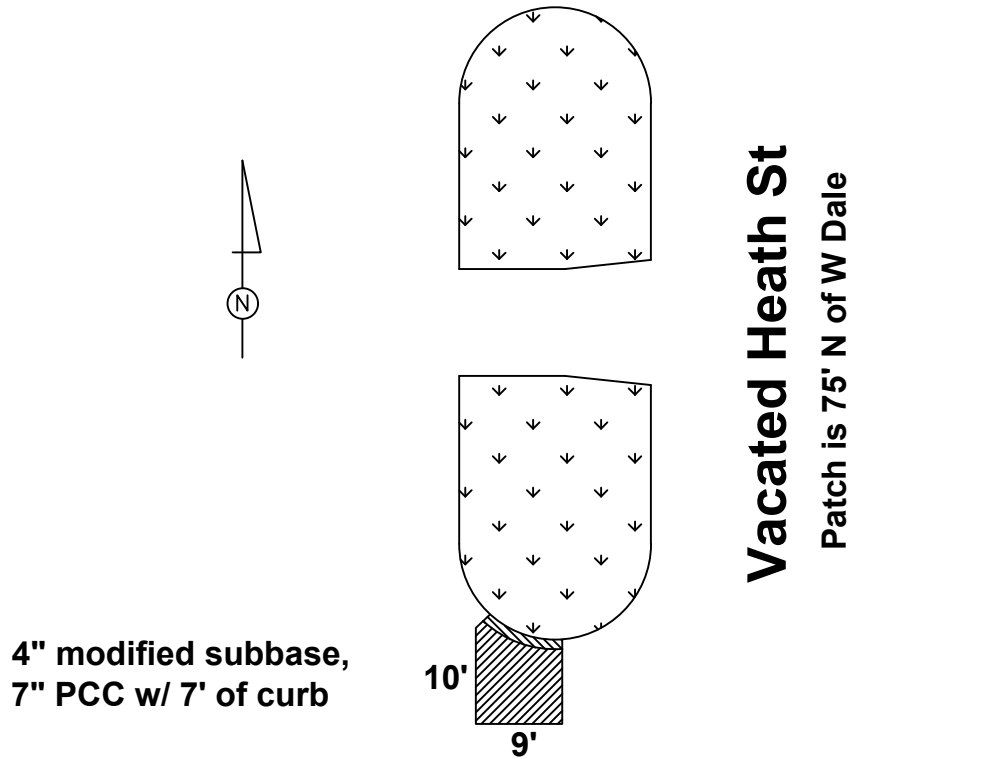


# 2023 Paving Patches

Page 9

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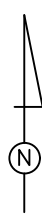


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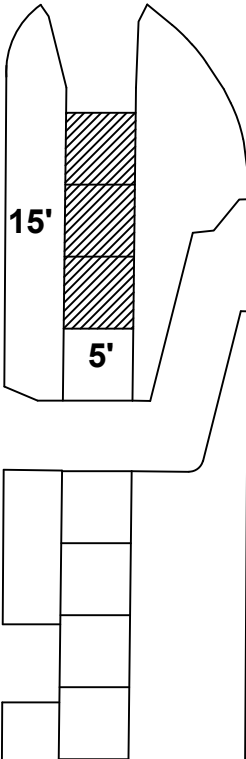
Page 10

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sidewalk



**Vacated Heath St**  
Patch is 150' south of W Donald St



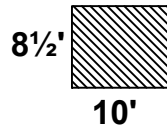


# 2023 Paving Patches

Page 11

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**W Donald**

7" NRPC, 1 1/2" HMA surface, 1 1/2" HMA level binder, 1" HMA binder

**Normandy**

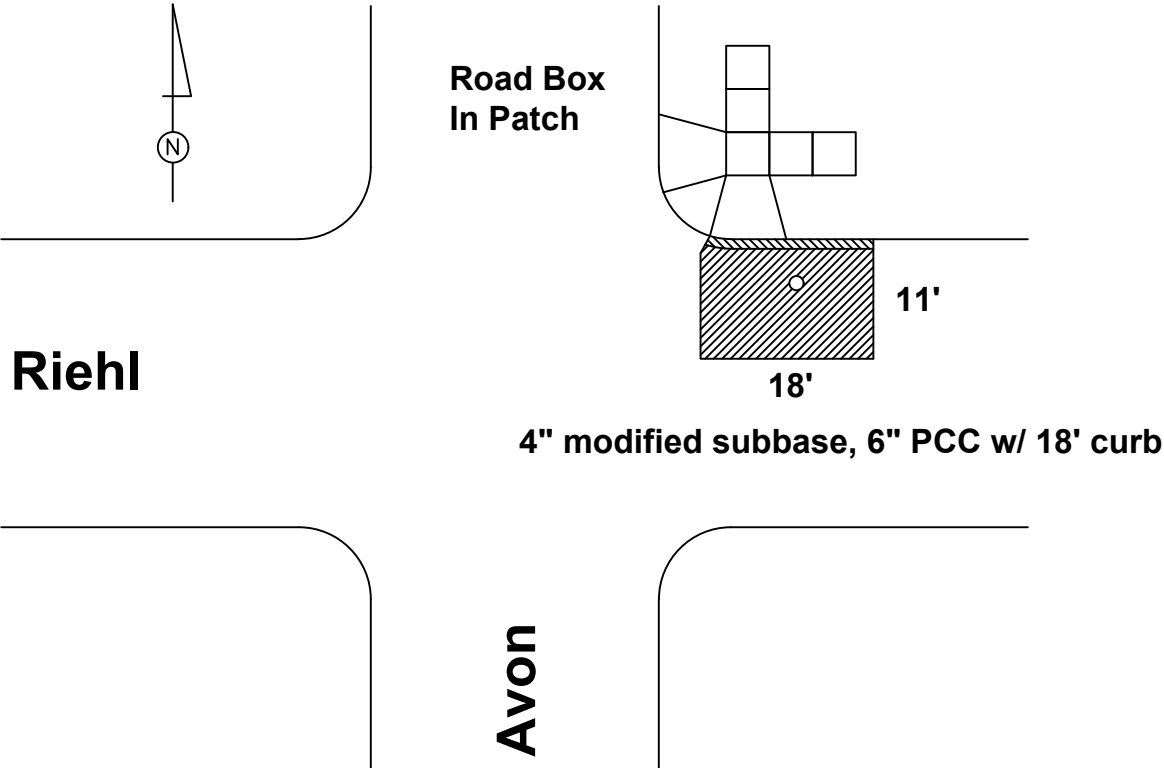




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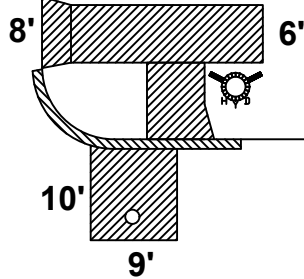
# 2023 Paving Patches

Page 13

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PCC sidewalk w/ handicap  
approach w/ precast  
inserts per City specs



**Bratnober**

9" PCC/ 3" HMA base, 1½" HMA w/ 26' curb and gutter

**Fairview**

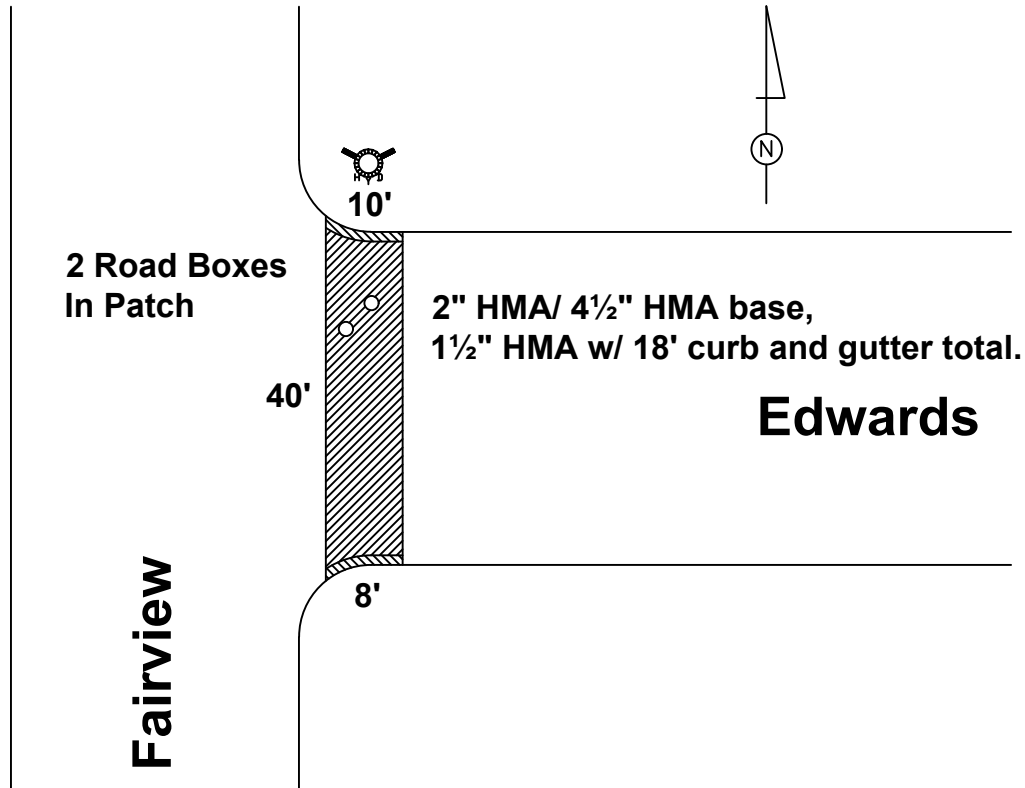


# 2023 Paving Patches

Page 14

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# 2023 Paving Patches

Page 15

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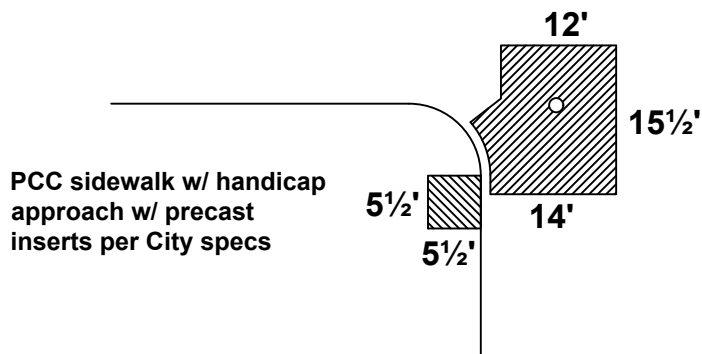
Road Box  
In Patch

Iowa



4" modified subbase, 5½" HMA base, 2" HMA

Almond

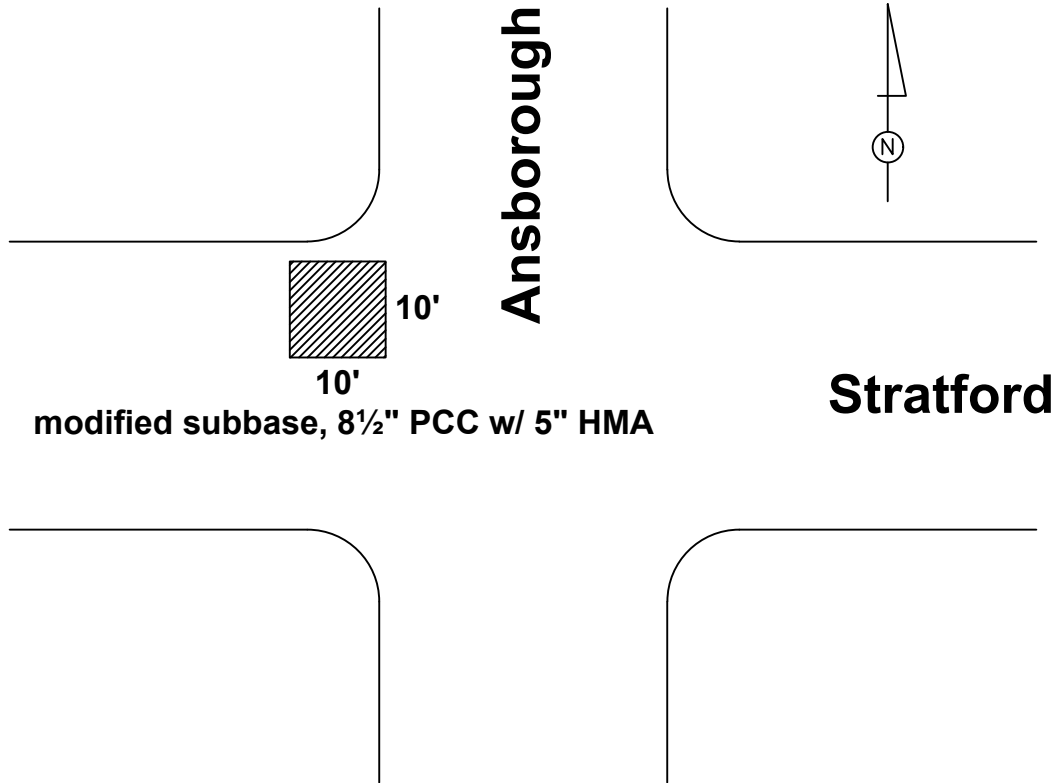


# 2023 Paving Patches

Page 16

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# 2023 Paving Patches

Page 17

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**Gayle**



**219  
Gayle**

**14'**



**9'**

**modified subbase, 2" HMA binder base, 1½" HMA**



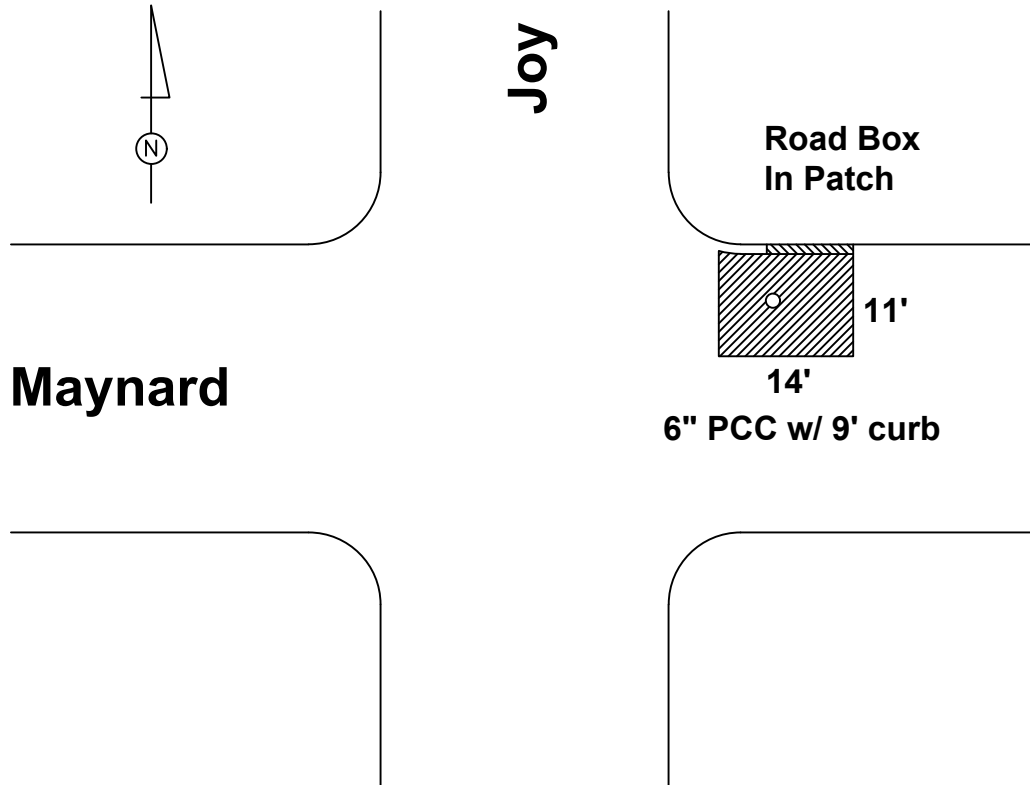


# 2023 Paving Patches

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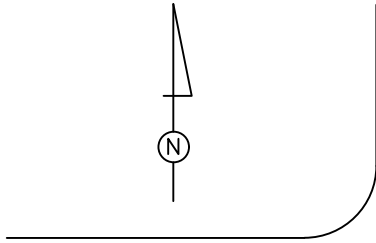


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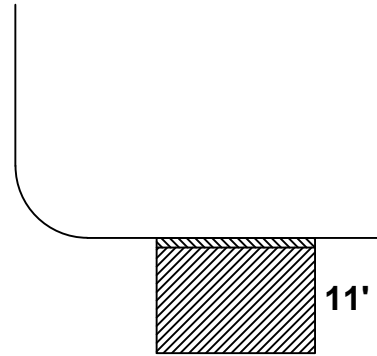
Page 19

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**Hanna**



**Maynard**

6" PCC w/ 16 1/2' of curb



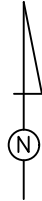


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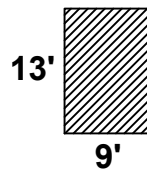
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**411  
Woodbridge**



**4" modified backfill subbase,  
5½" HMA, 2" HMA**





# 2023 Paving Patches

Page 21

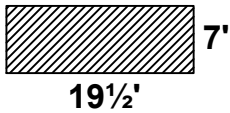
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

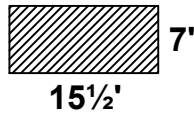
1720  
Upton



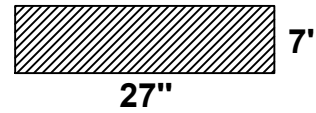
1706  
Upton



no subbase, 6" PCC



no subbase, 6" PCC



no subbase, 6" PCC

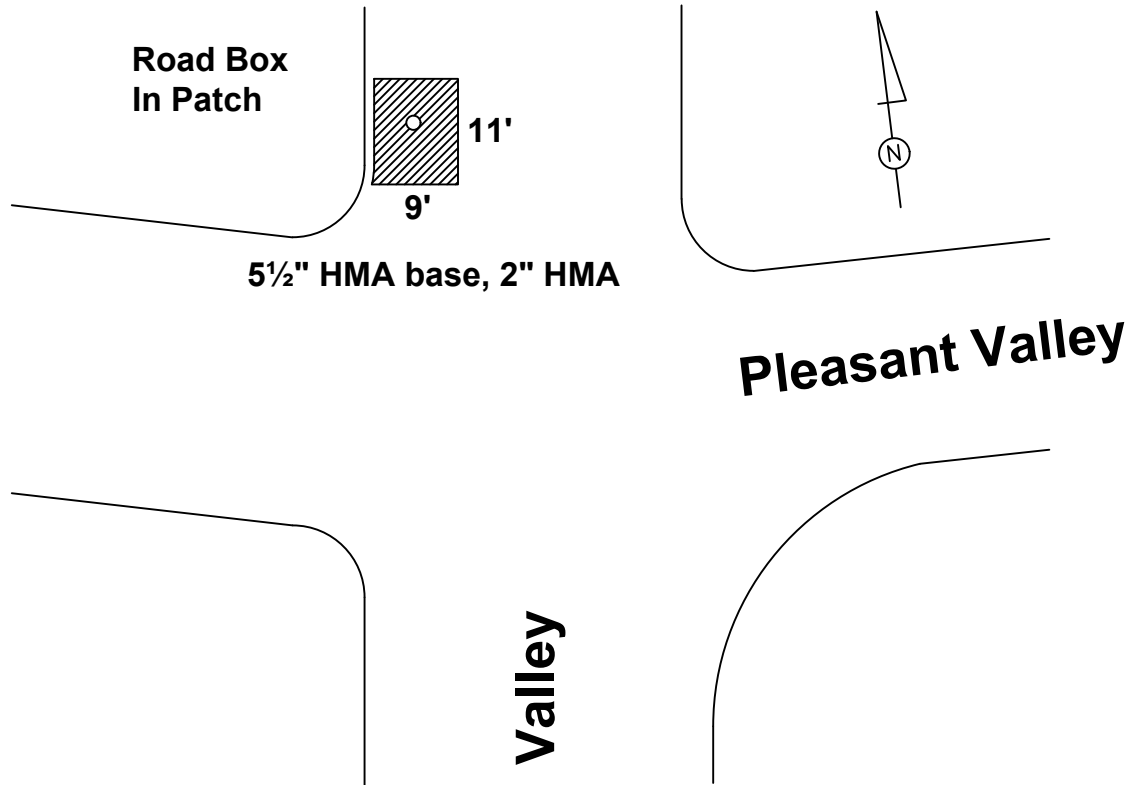


# 2023 Paving Patches

Page 22

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



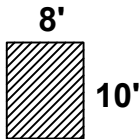


# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

108  
Valley Rd



5½" HMA base, 2" HMA

Valley Rd



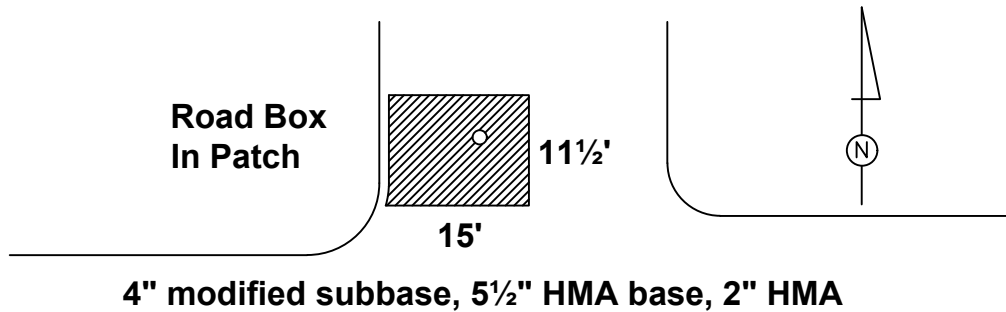


# 2023 Paving Patches

Page 24

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



**Pleasant Valley**

**Letsch**



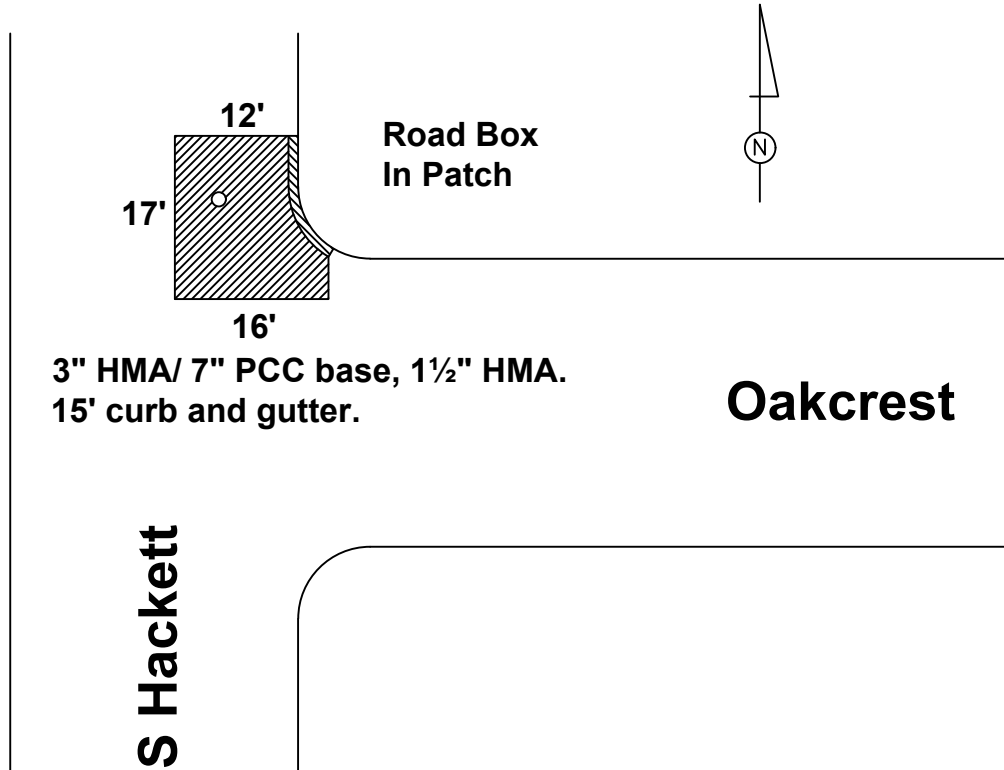


# 2023 Paving Patches

Page 25

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

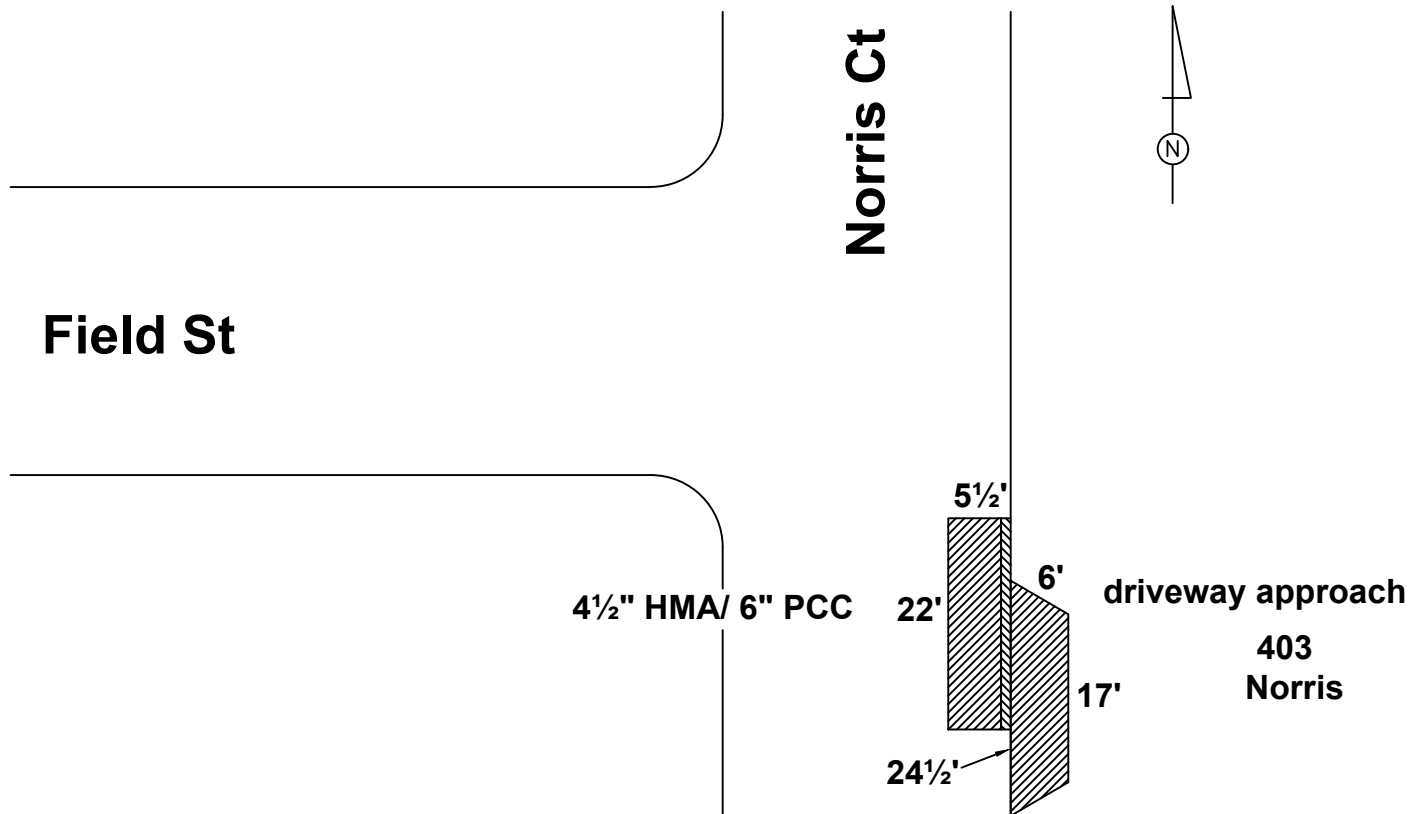


# 2023 Paving Patches

Page 26

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



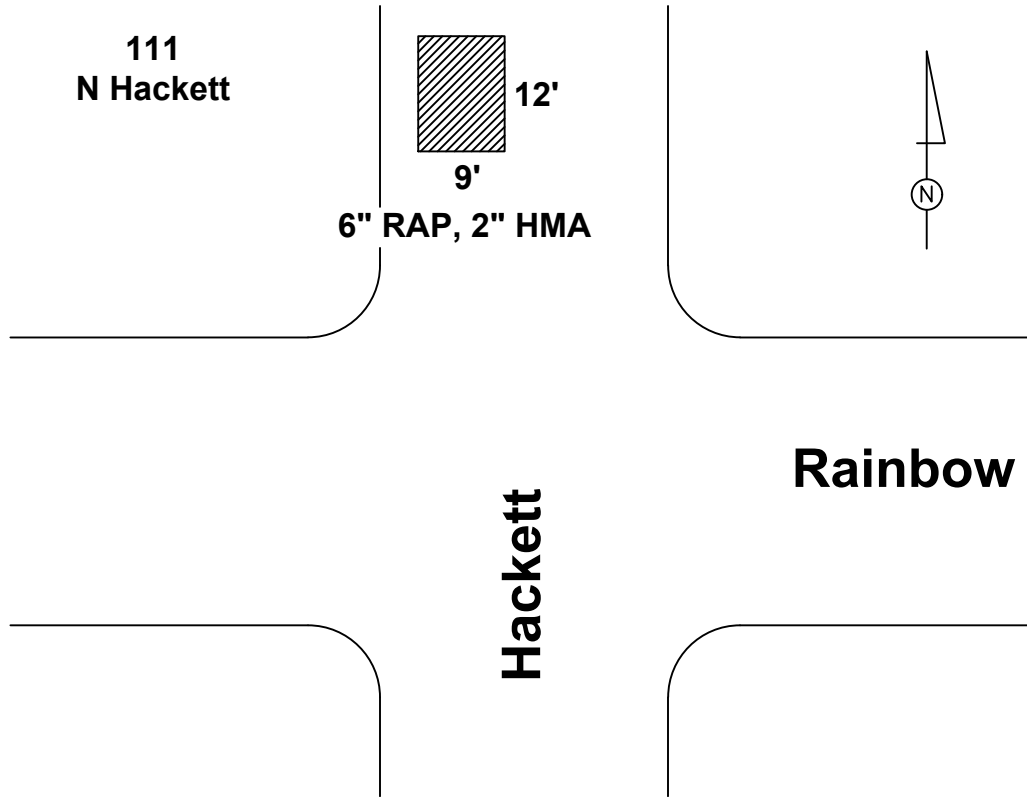


# 2023 Paving Patches

Page 27

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





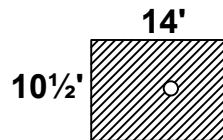
# 2023 Paving Patches

Page 28

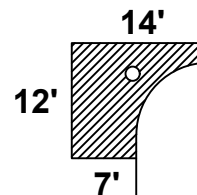
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**Grand Blvd**



**Road Box  
In Each Patch**



**6" RAP, 2" HMA.  
Both patches.**

**Niagara**

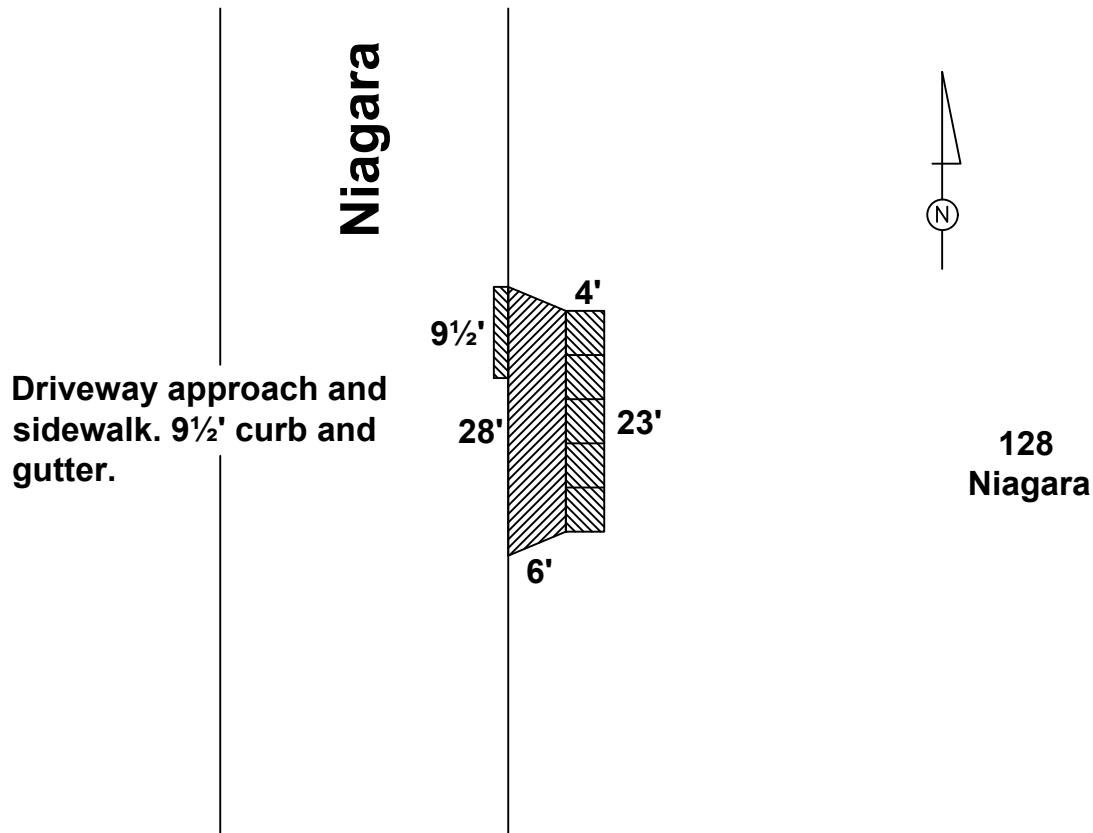


# 2023 Paving Patches

Page 29

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





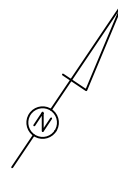
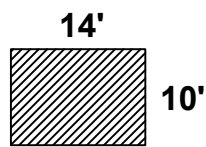
# 2023 Paving Patches

Page 30

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**Cadillac**



**modified subbase, 6½" HMA base, 2" HMA**

**3909  
Cadillac**





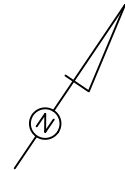
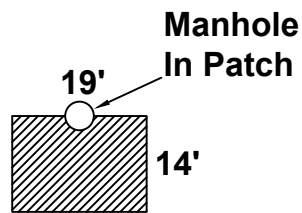
# 2023 Paving Patches

Page 31

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**Cadillac**



**modified subbase, 6½" HMA base, 2" HMA**

**4014  
Cadillac**





# 2023 Paving Patches

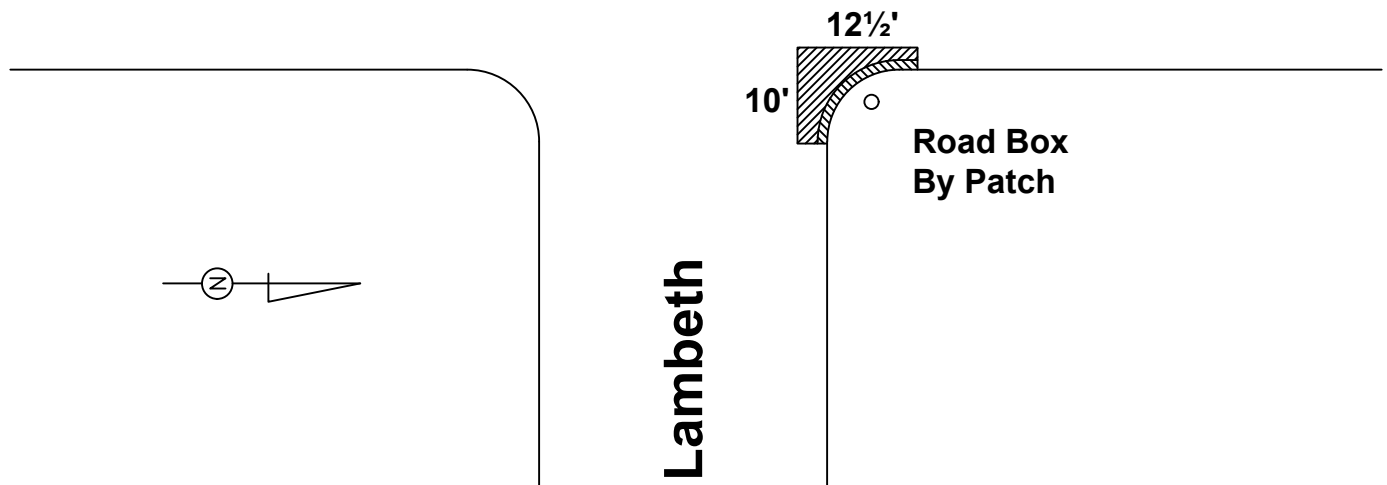
Page 32

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**Cadillac**

4" modified subbase, 5½" HMA base, 2" HMA.  
14' curb & gutter.



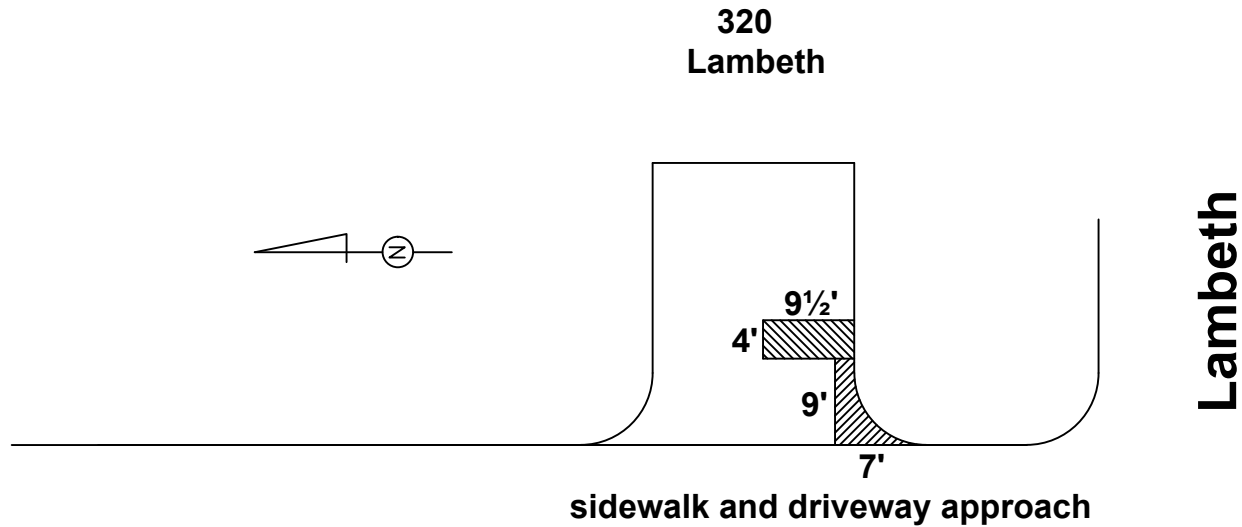


# 2023 Paving Patches

Page 33

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



**Cadillac**



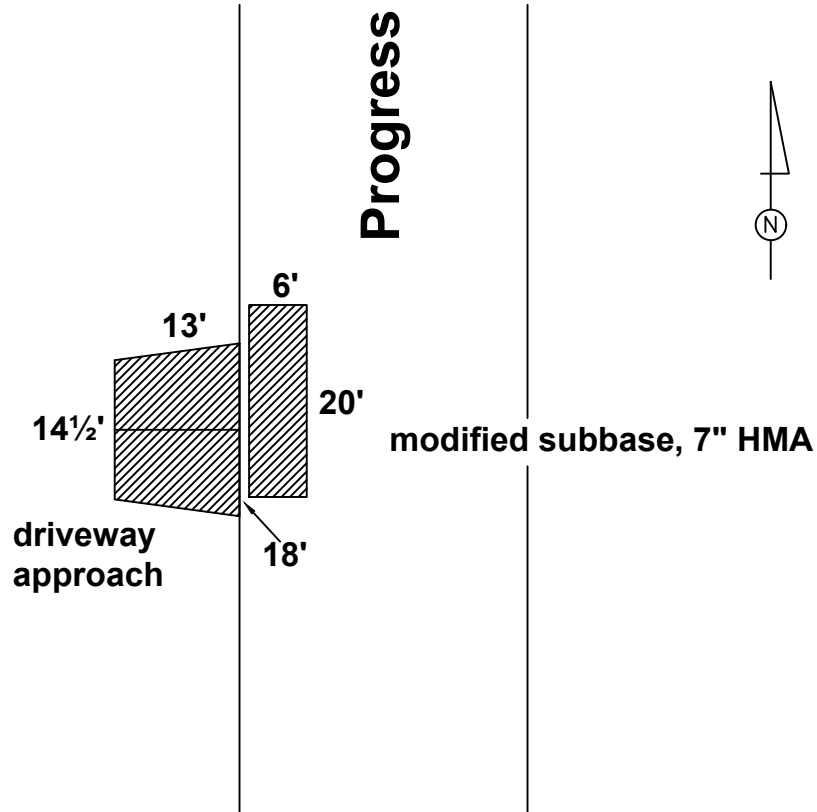
# 2023 Paving Patches

Page 34

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**718  
Progress**





# 2023 Paving Patches

Page 35

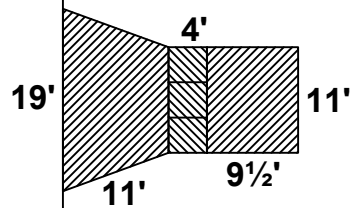
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



**Heartland Hills**

**Please contact homeowner  
before starting repair.  
319 232 3903**



**driveway approach  
and sidewalk**

**1027  
Heartland Hills**



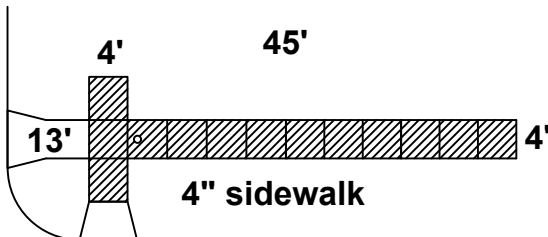
# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



Road Box  
In Patch



Onawa

Fleur



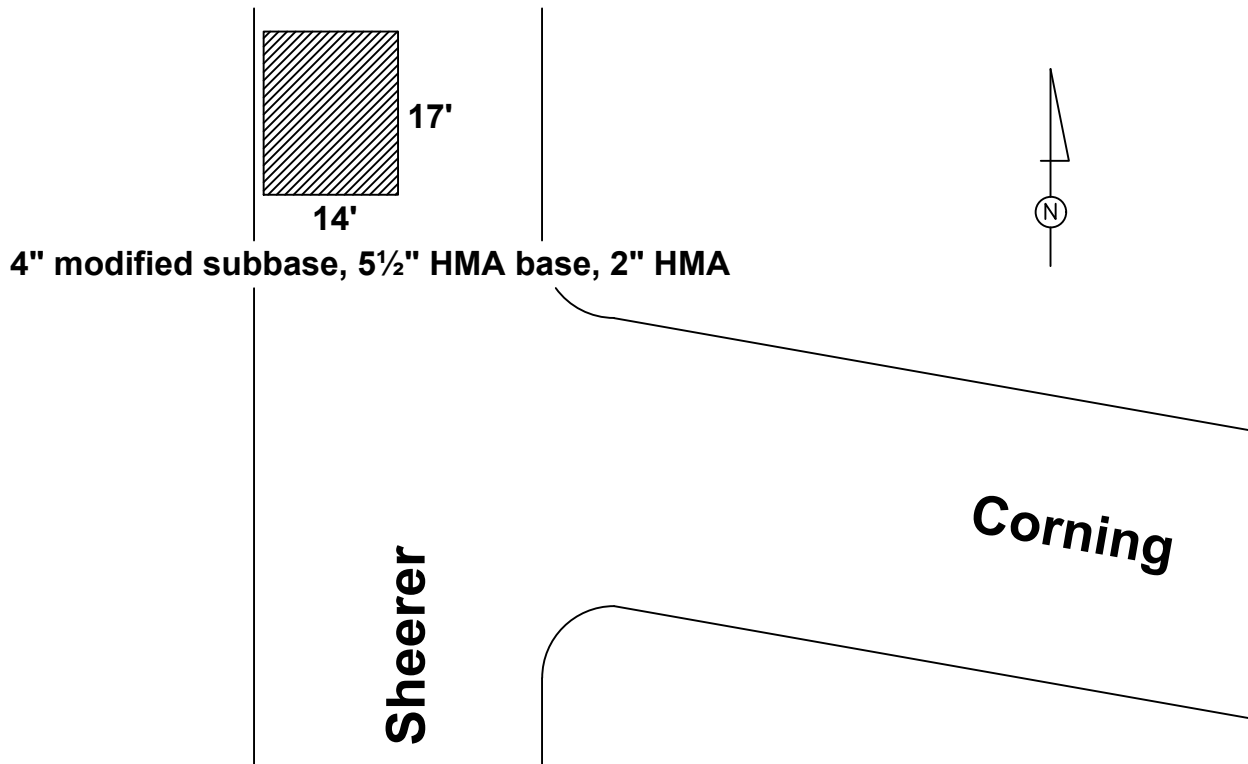


# 2023 Paving Patches

Page 37

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





# 2023 Paving Patches

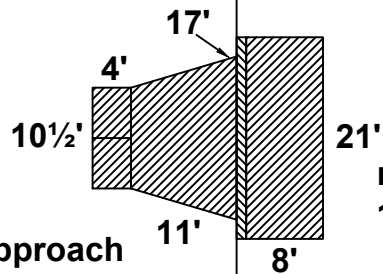
Page 38

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

1254  
Sheldon

driveway approach  
and sidewalk



Sheldon

modified subbase, 2" HMA binder base,  
1½" HMA. 21' curb and gutter.



# 2023 Paving Patches

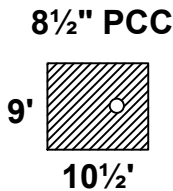
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



**Ansborough**

**Carrington**



**Road Box  
In Patch**



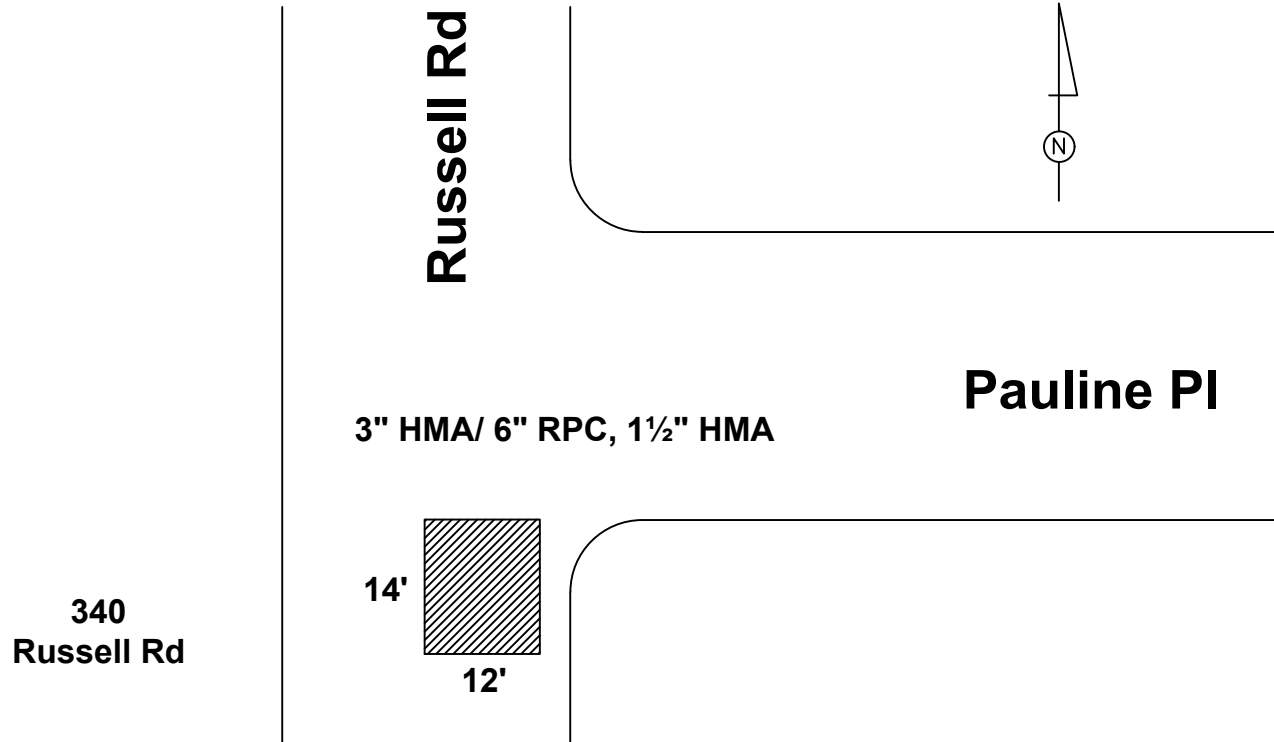


# 2023 Paving Patches

Page 40

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

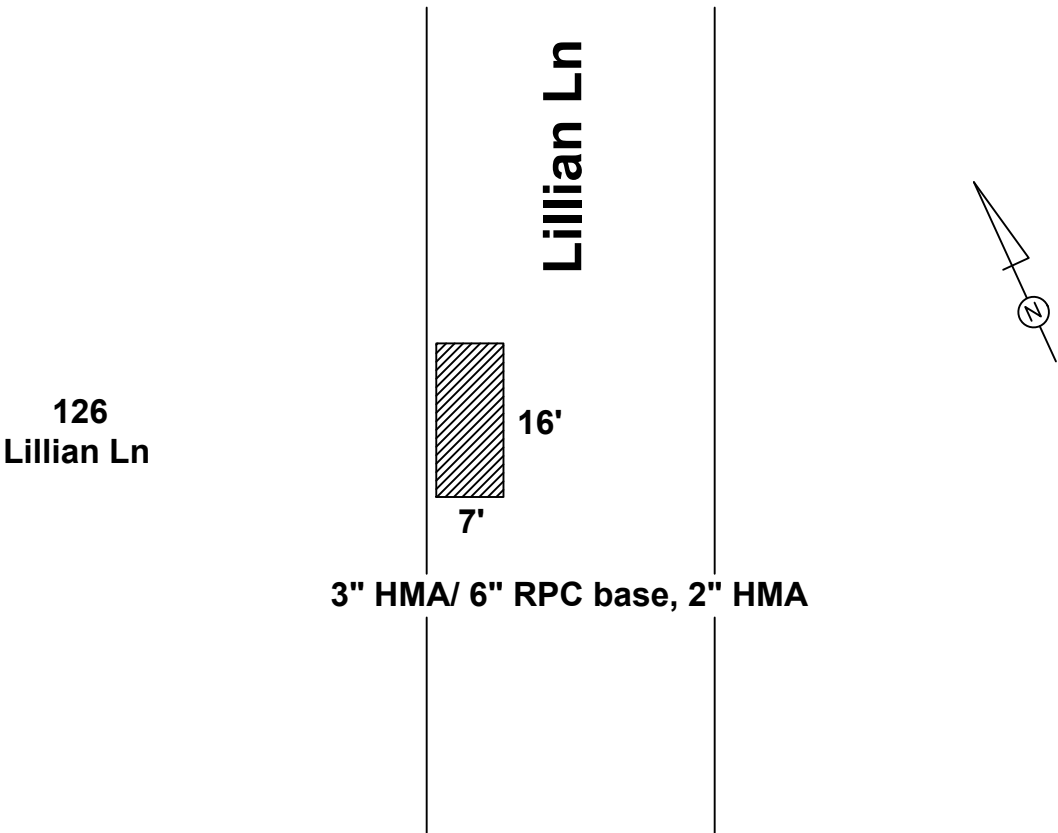




# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

4528  
Hoff

Hoff Rd

15'  
2'

6" modified subbase,  
8" PCC w/ 4½" HMA overlay.  
15' curb and gutter.



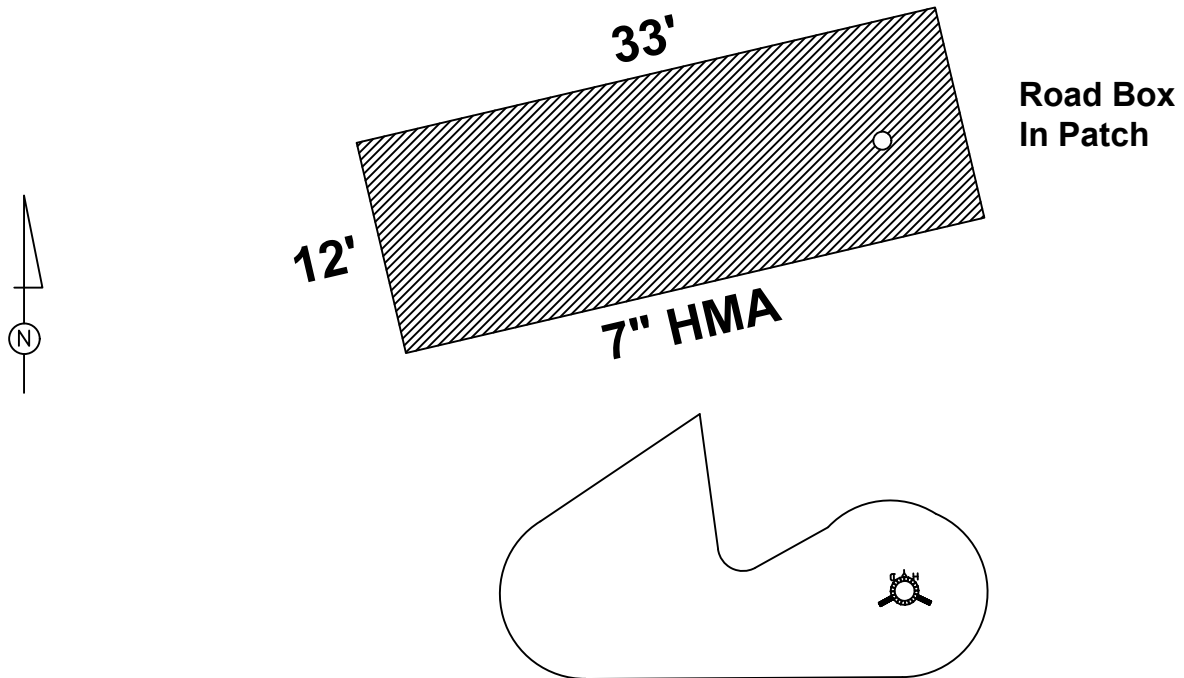


# 2023 Paving Patches

Page 43

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



**Barnes & Noble (1522 Flammang)**





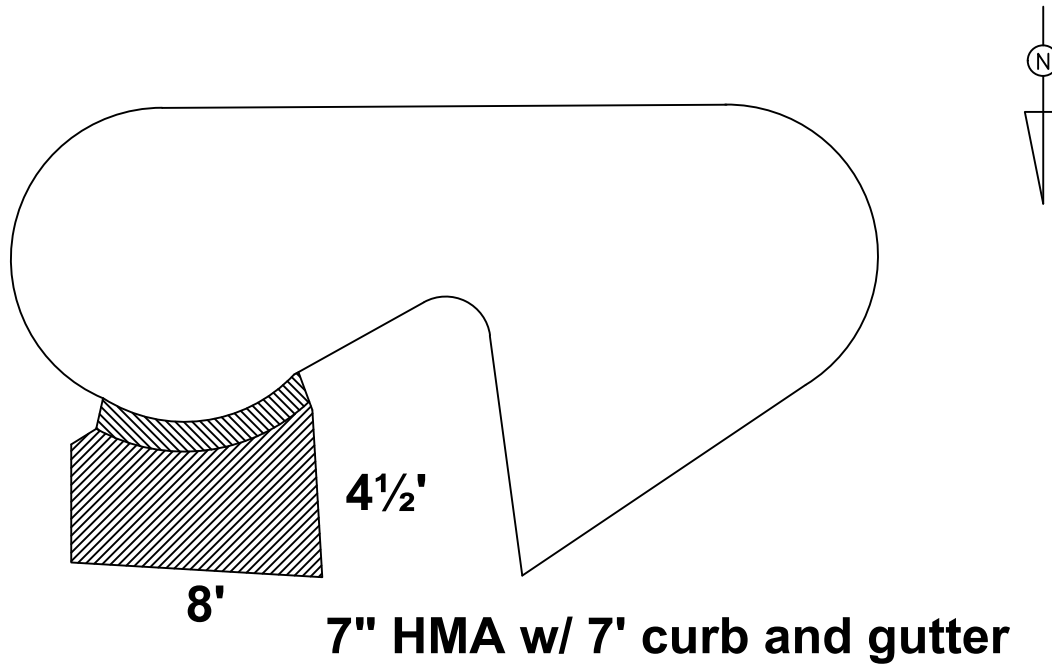
# 2023 Paving Patches

Page 44

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

## Barnes & Noble (1522 Flammang)

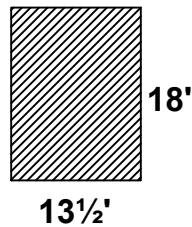


# 2023 Paving Patches

Page 45

**Drawings are not to scale**

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field inspection prior to bidding will be necessary.



modified subbase, 5 1/2" HMA, 1 1/2" HMA

**Hammond**

**Southtown**





# 2023 Paving Patches

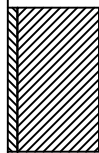
Page 46

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**3850  
Hammond**

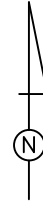
**Hammond**



**15'**

**8 1/2'**

**8" modified subbase, 10" HMA base, 2" HMA.  
15' curb and gutter**





# 2023 Paving Patches

Page 47

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

847- 849  
E Ridgeway

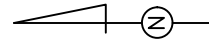
E Ridgeway



5'

22½'

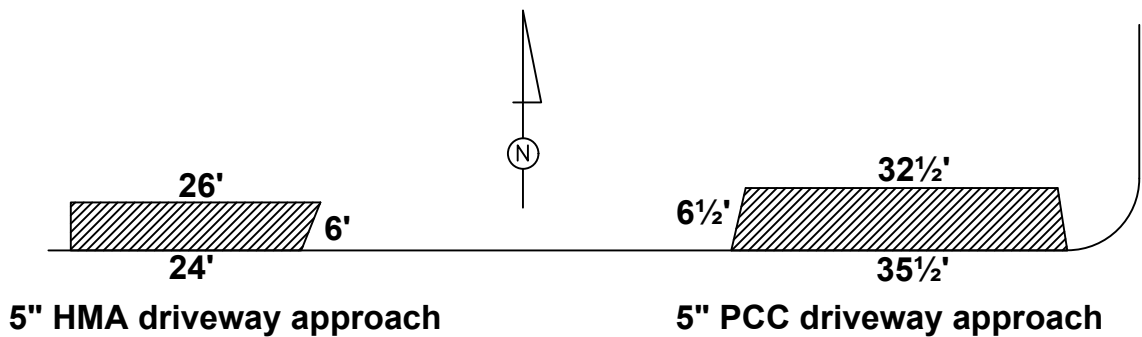
9" PCC/ 1½" HMA base, 1½" HMA.  
22½' curb and gutter.



# 2023 Paving Patches

**Drawings are not to scale**

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field inspection prior to bidding will be necessary.



**Bourland**

**LaPorte Rd Service Rd**



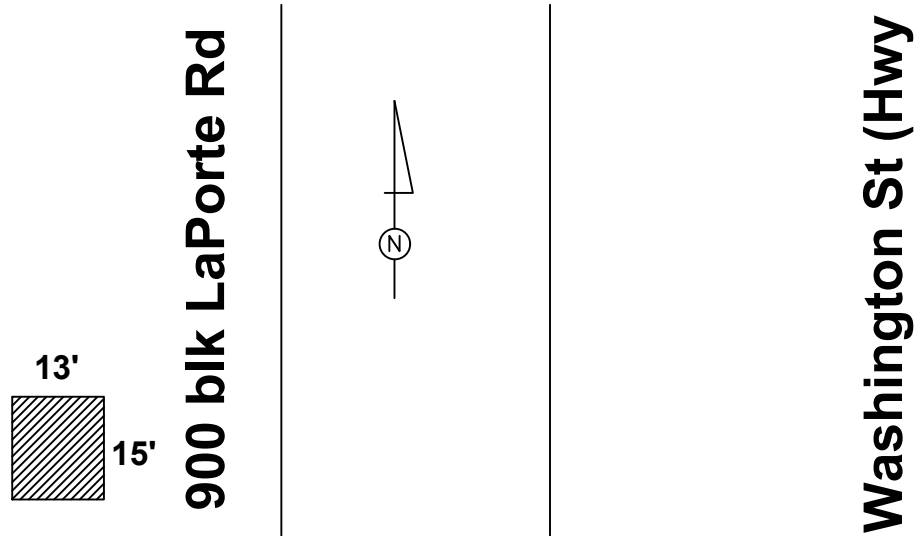


# 2023 Paving Patches

Page 49

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



6" NRPC, 1½" HMA surface, 1½" HMA level binder, 1½" HMA binder



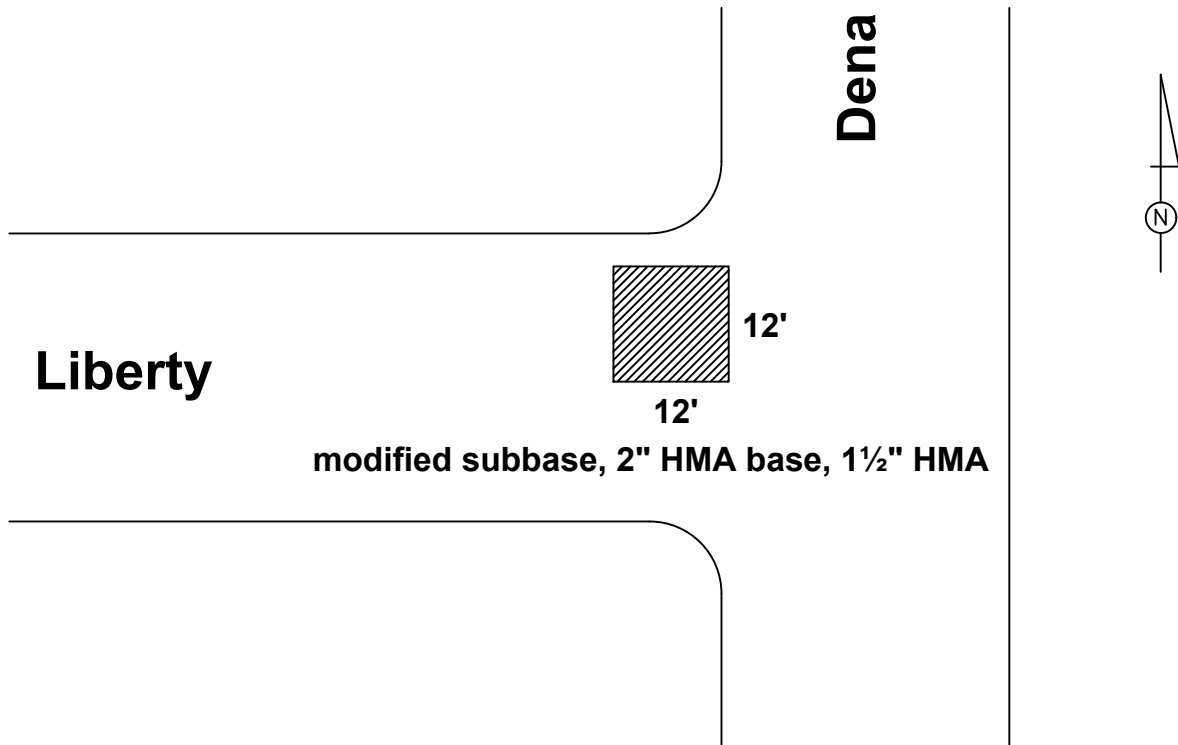


# 2023 Paving Patches

Page 50

**Drawings are not to scale**

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field inspection prior to bidding will be necessary.



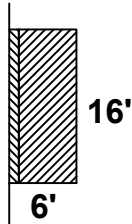


# 2023 Paving Patches

Page 51

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



8" modified subbase, 5½" HMA base, 2" HMA.  
16' curb & gutter.



**Plymouth**

**Oregon**





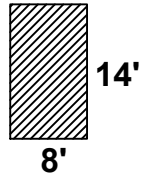
# 2023 Paving Patches

Page 52

**Drawings are not to scale**

Measurements given are only an estimation,  
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**1308 Oregon  
Kittrell School**



**8" modified subbase, 5½" HMA base, 2" HMA**

**Oregon**





# 2023 Paving Patches

Page 53

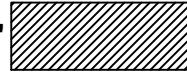
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

1721  
Byron



7'



19'

**Byron**

4" modified subbase, 5½" HMA base, 2" HMA



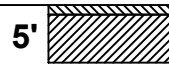
# 2023 Paving Patches

Page 54

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**1145  
Hawthorne**



**6" modified subbase, 6" PCC, 1½" HMA surface, 1½" HMA  
intermediate, 1½" HMA base. 13' curb and gutter.**

**Hawthorne**





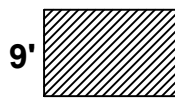
# 2023 Paving Patches

Page 55

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

925  
Bourland



6" modified subbase, 2" HMA base, 1½" HMA surface

**Bourland**



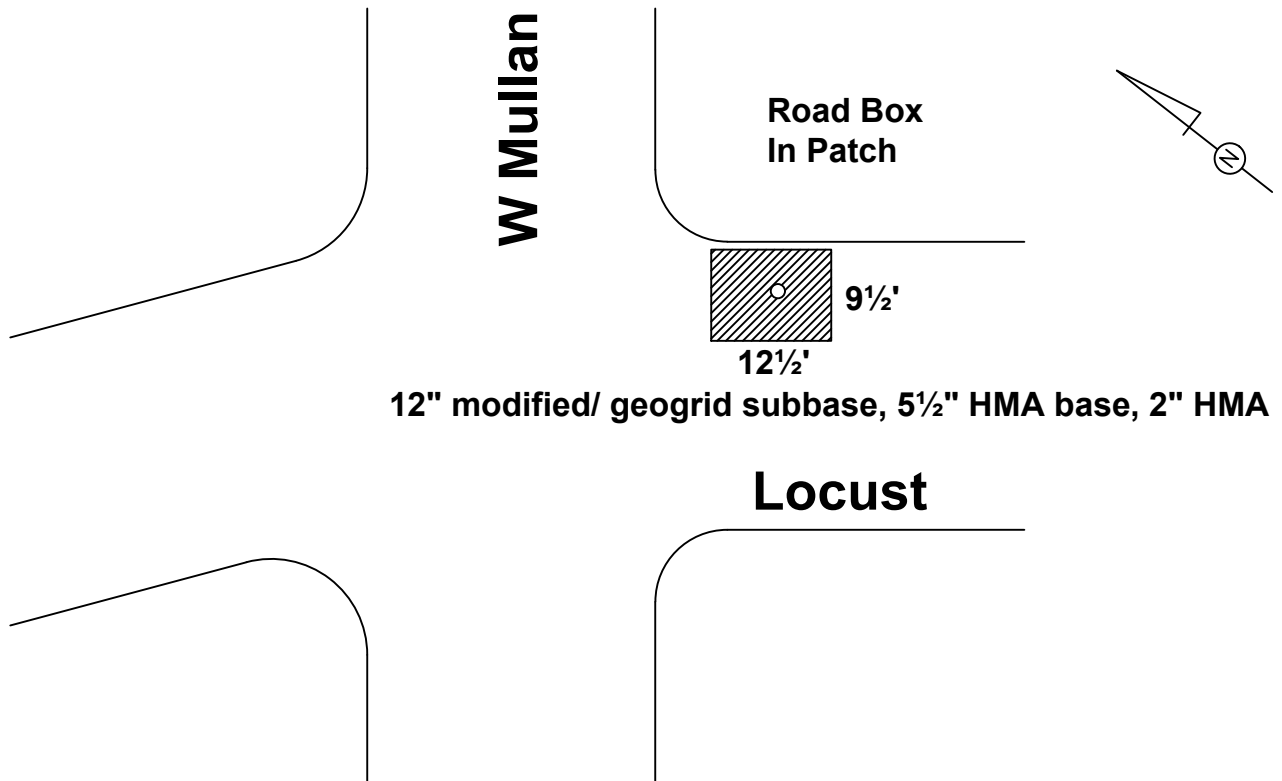


# 2023 Paving Patches

Page 56

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





# 2023 Paving Patches

Page 57

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**W Mullan**

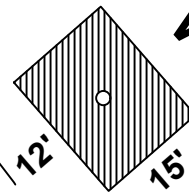
**Belmont**



**W Mullan**

**Road Box  
In Patch**

**20" special backfill/ geogrid,  
5½" HMA base, 2" HMA**



**Western**

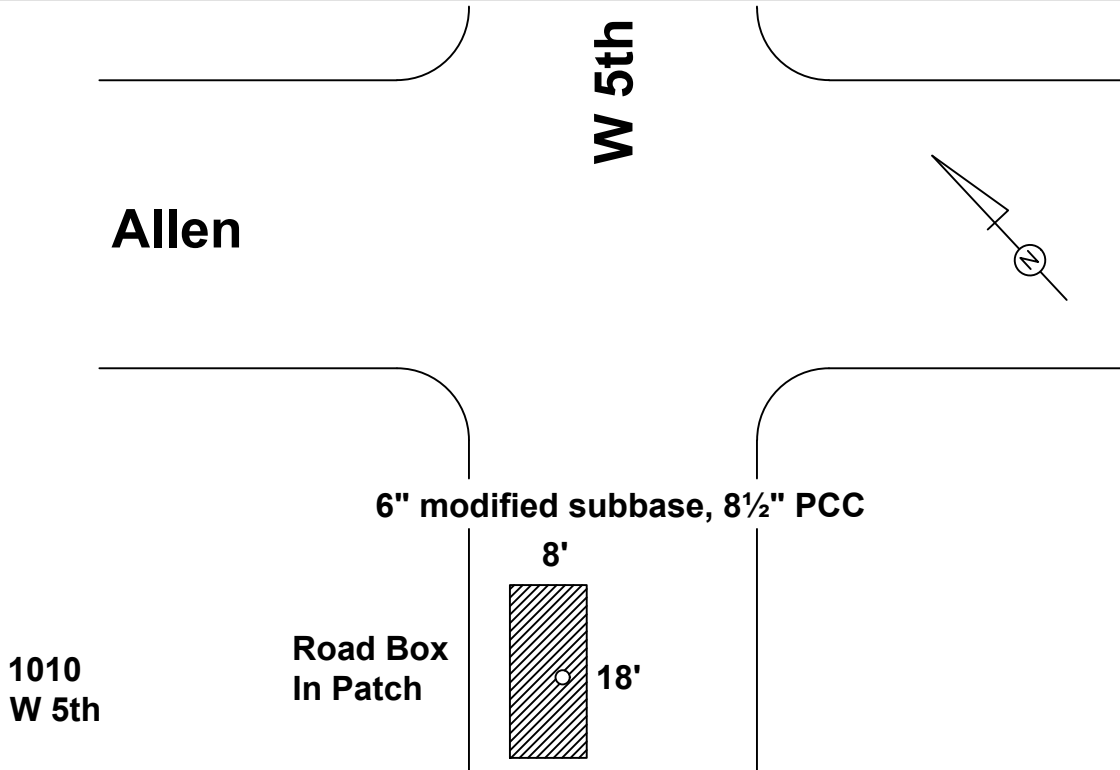


# 2023 Paving Patches

Page 58

**Drawings are not to scale**

Measurements given are only an estimation,  
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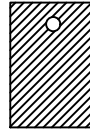
# 2023 Paving Patches

Page 59

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

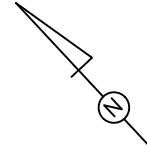
Road Box  
In Patch



13'

8½'

12" special backfill, 10" PCC



**Washington St  
(Vacated Bluff)**

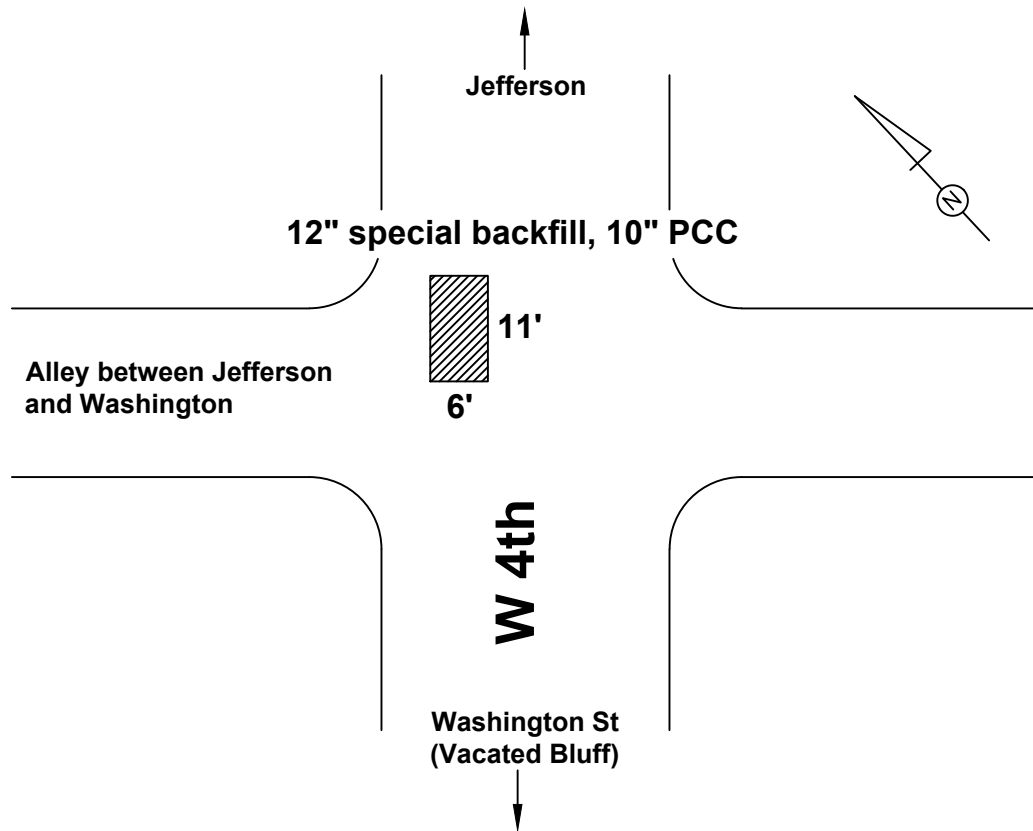
**W 4th**



# 2023 Paving Patches

**Drawings are not to scale**

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field inspection prior to bidding will be necessary.



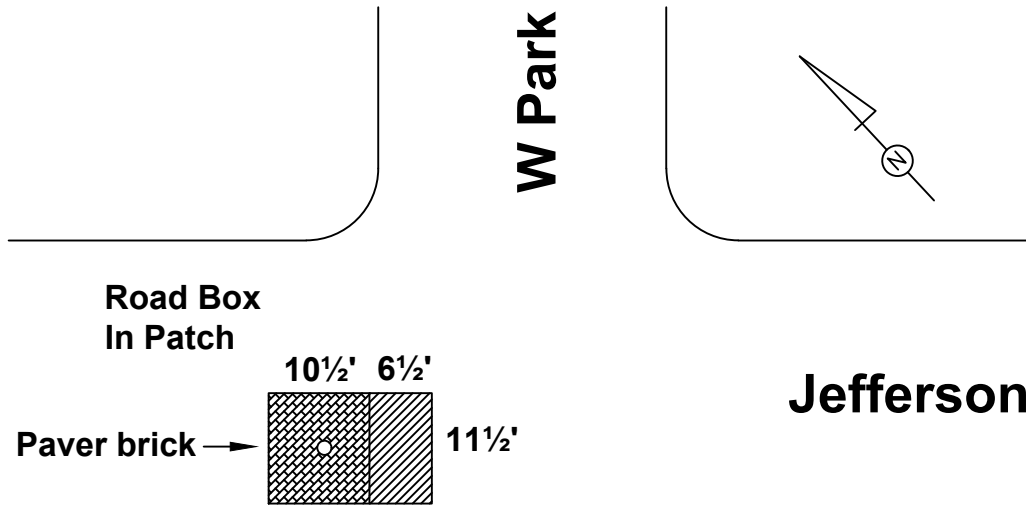


# 2023 Paving Patches

Page 61

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



9" modified subbase, 9" PCC, 1½" HMA surface, 1½" HMA binder.  
Paver brick west side of patch.

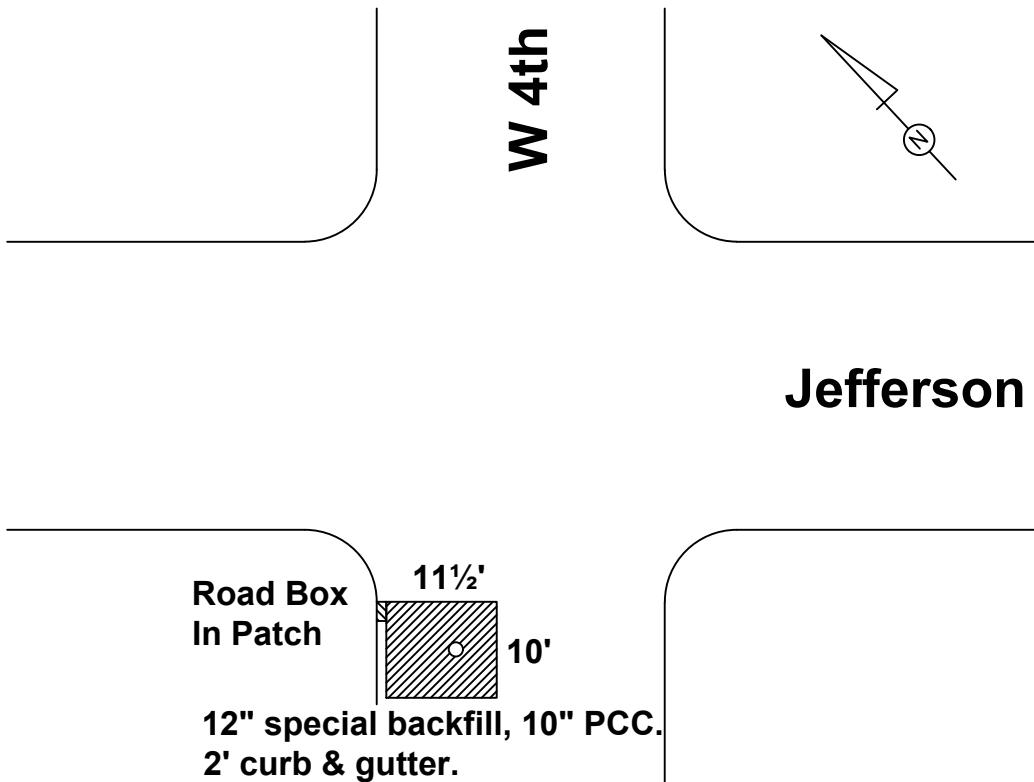




# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

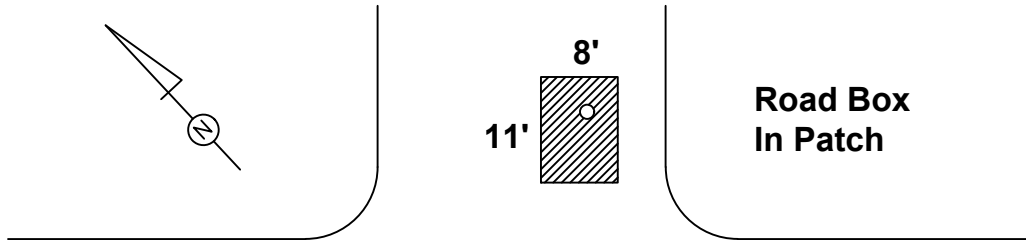


# 2023 Paving Patches

Page 63

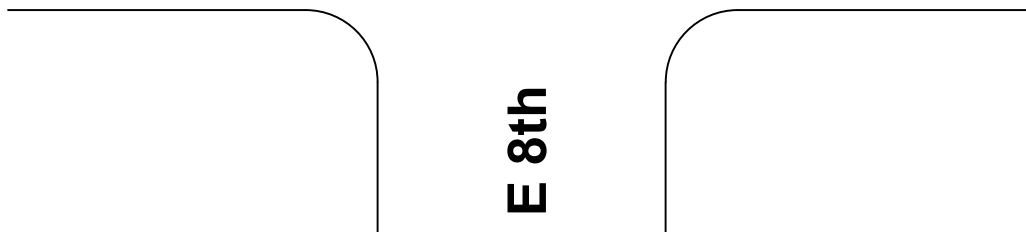
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



4" modified subbase, 5½" HMA base, 2" HMA

**Mulberry**



**E 8th**





# 2023 Paving Patches

Page 64

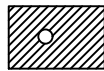
**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

Road Box  
In Patch



10'



6½'

4" modified subbase, 5½" HMA base, 2" HMA

**Mulberry**

Lane



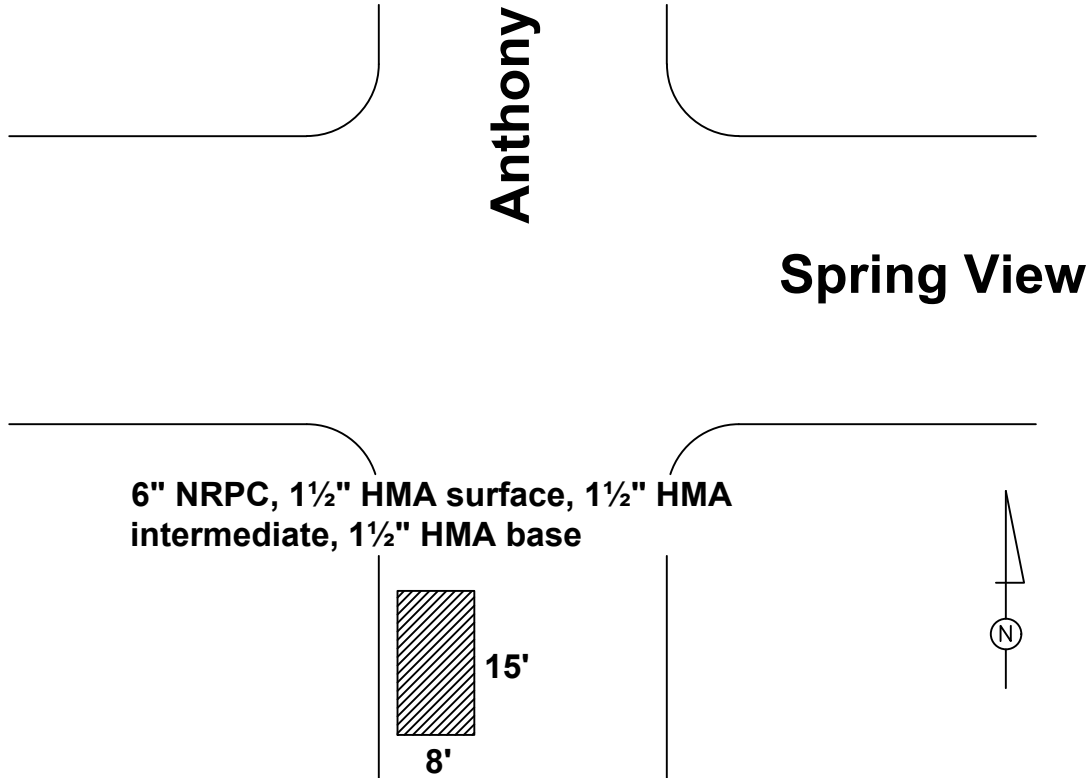


# 2023 Paving Patches

Page 65

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



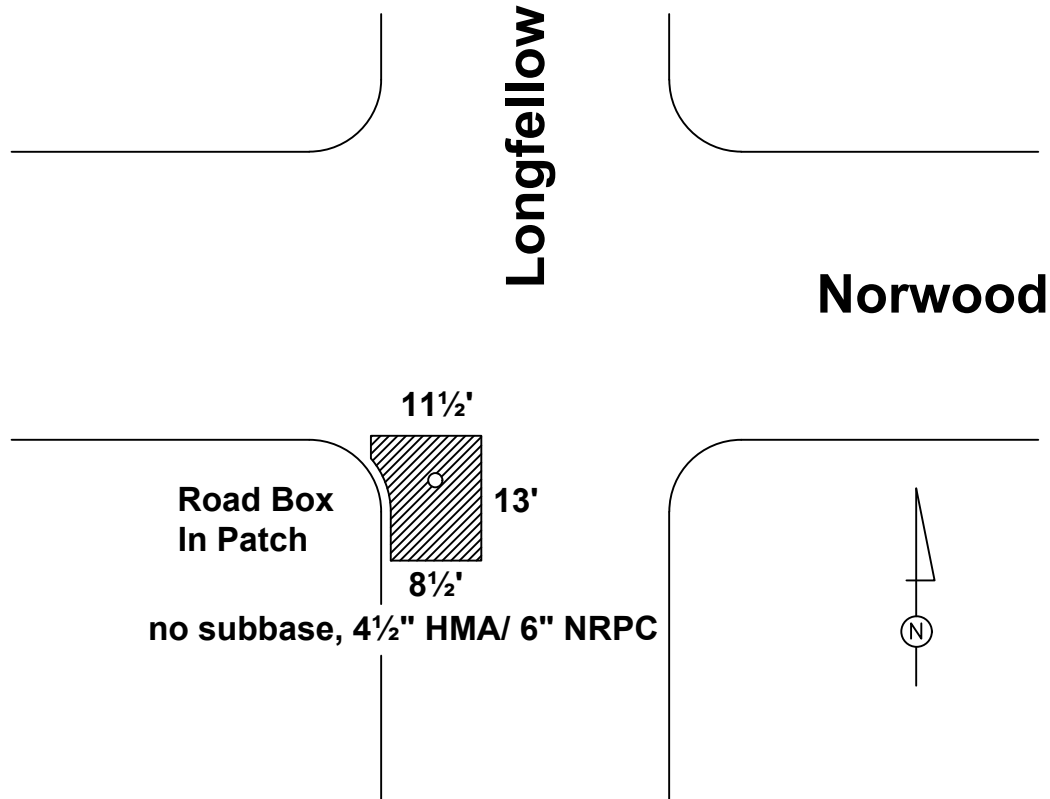


# 2023 Paving Patches

Page 66

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

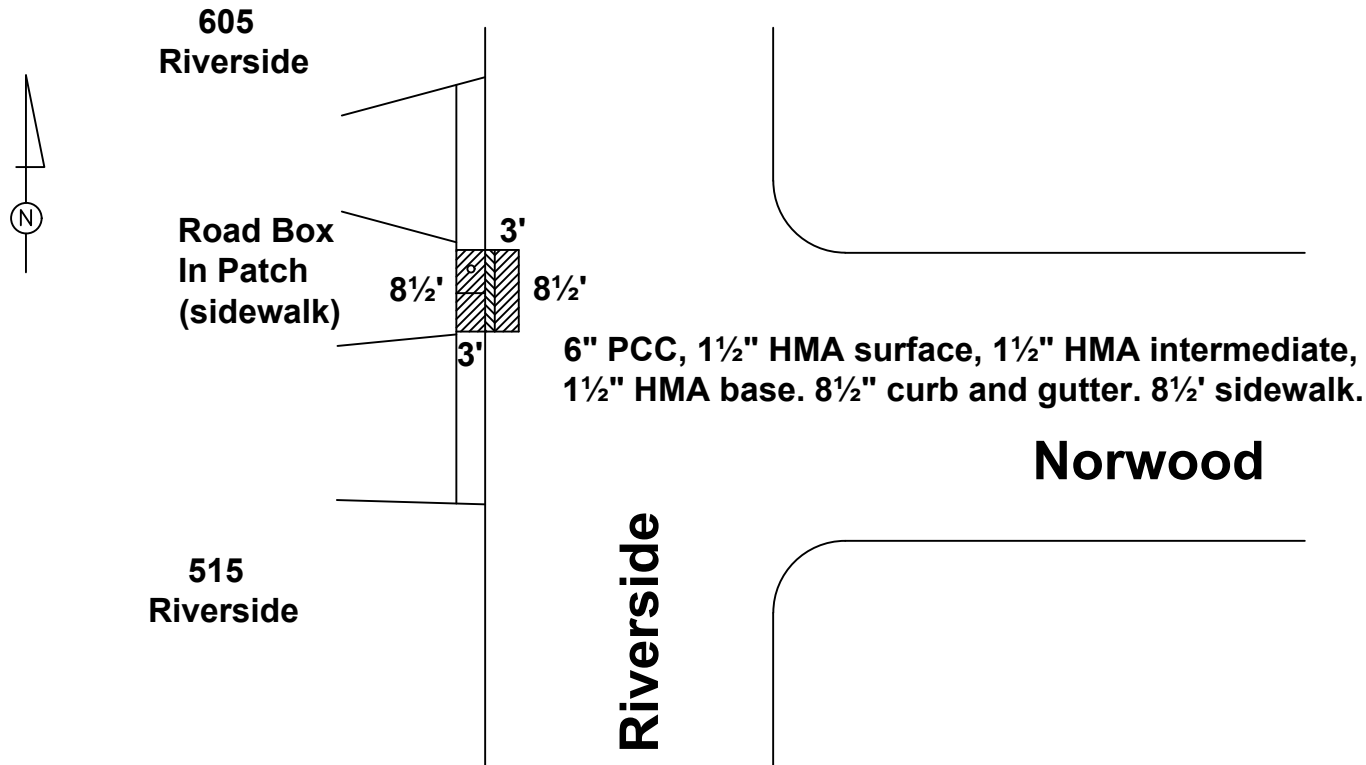




# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.



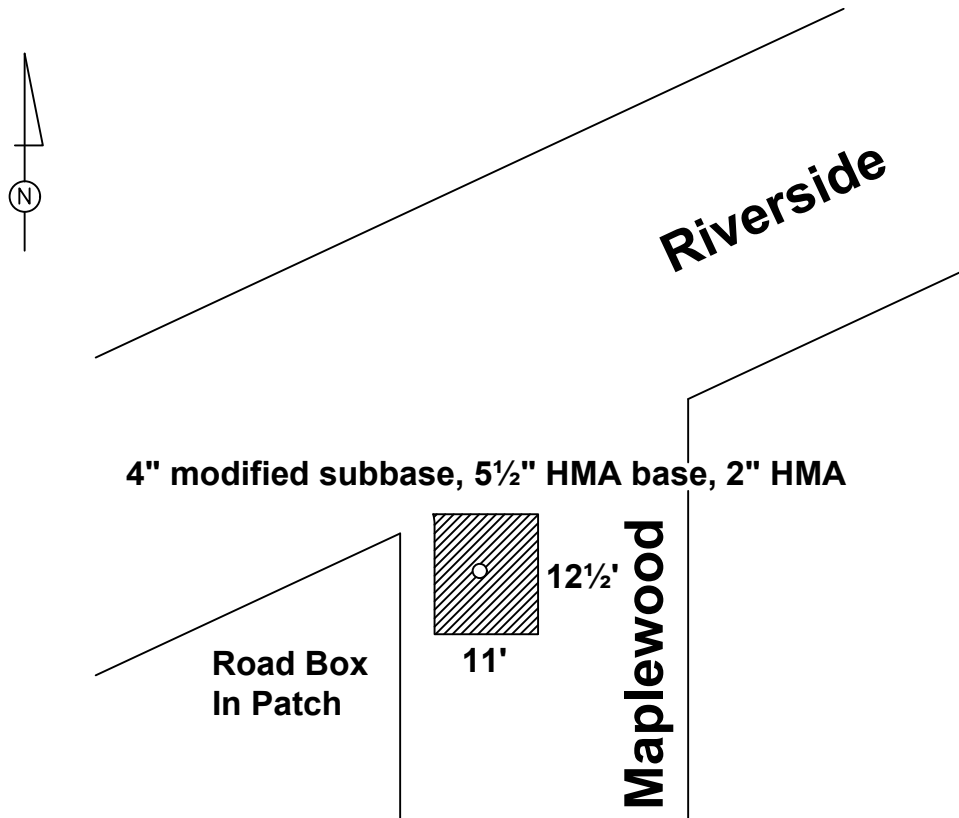


# 2023 Paving Patches

Page 68

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

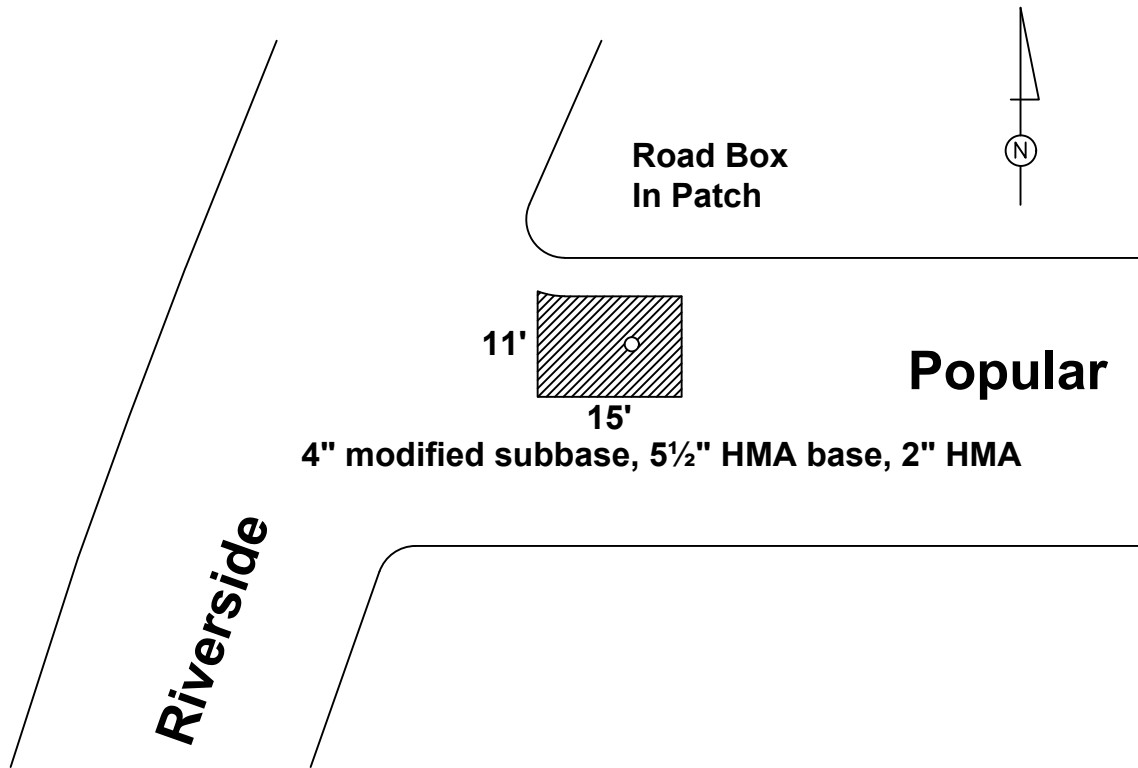


# 2023 Paving Patches

Page 69

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.





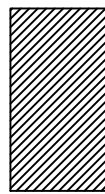
# 2023 Paving Patches

Page 70

**Drawings are not to scale**

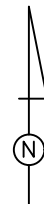
Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

**732  
Dundee**



**10'**

**19'**



**7" PCC, 1½" HMA surface, 1½" HMA intermediate, 1½" HMA base**





# 2023 Paving Patches

**Drawings are not to scale**

Measurements given are only an estimation,  
field inspection prior to bidding will be necessary.

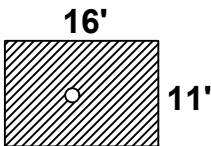


Road Box  
In Patch

**Russell**

6" NRPC, 2" HMA surface, 2½' HMA base

**Lillian**



504  
Russell



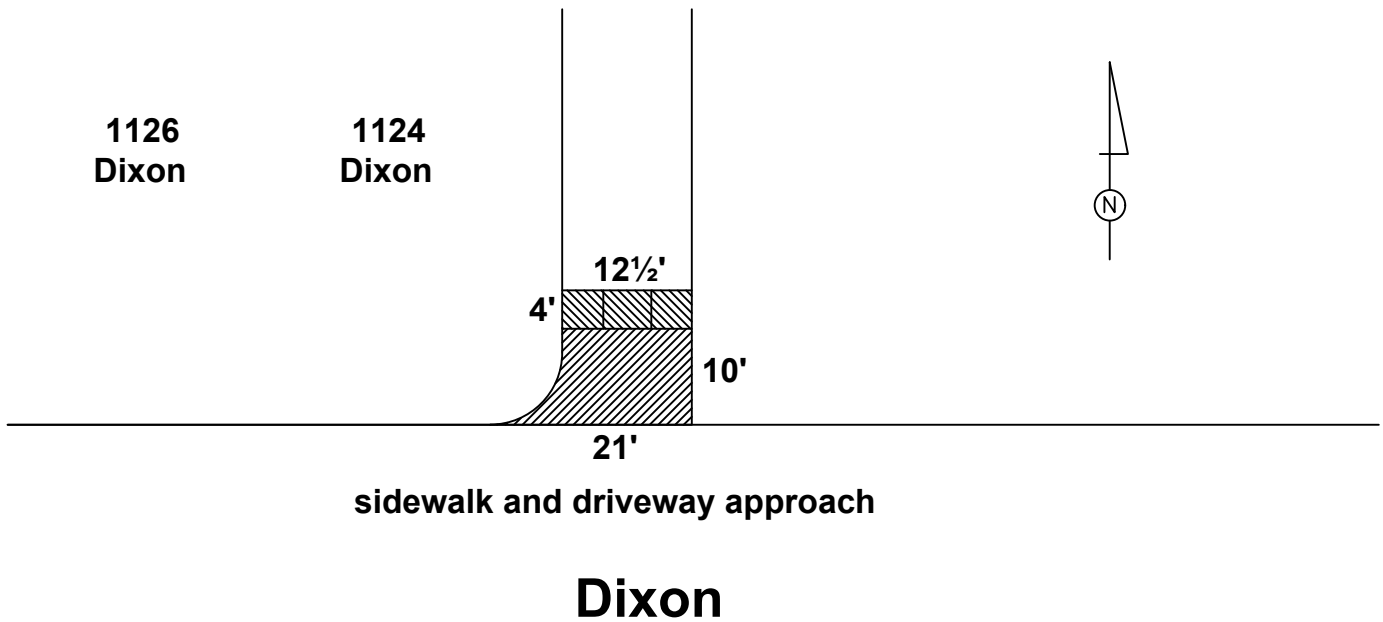


# 2023 Paving Patches

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field inspection prior to bidding will be necessary.



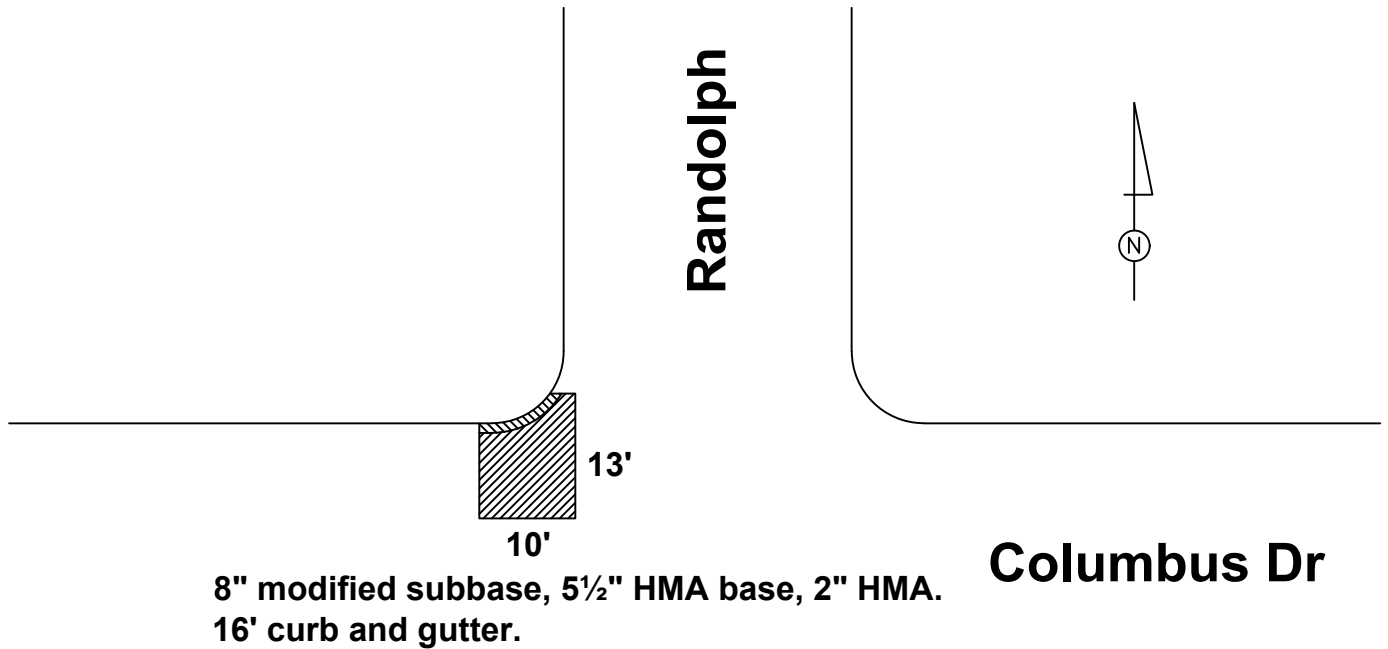


# 2023 Paving Patches

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**Drawings are not to scale**

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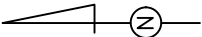
# 2023 Paving Patches

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1943  
Byron

Byron



14'

7½'

1939  
Byron

4" modified subbase, 5½" HMA base, 2" HMA

