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**Date** March 7, 2022

**APPROVING AND ADOPTING THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) DESIGN MANUAL, 2022 EDITION, SUDAS STANDARD SPECIFICATIONS, 2022 EDITION, AND THE CITY OF DES MOINES GENERAL SUPPLEMENTAL SPECIFICATIONS TO THE SUDAS STANDARD SPECIFICATIONS, 2022 EDITION, AS THE OFFICIAL DESIGN STANDARDS AND STANDARD SPECIFICATIONS AND SUPPLEMENTAL SPECIFICATIONS FOR THE CITY OF DES MOINES, IOWA**

WHEREAS, on October 22, 2001, under Roll Call No. 01-3151, the City Council approved an Amended and Substituted Intergovernmental 28E Agreement relating to Urban Design Standards for Public Improvements and Urban Standard Specifications for Public Improvements, which provided for further updating and development of the Urban Design Standards Manual and the Urban Standard Specifications for Public Improvements as documents to be utilized state-wide for urban construction; and the Iowa Department of Transportation (IDOT) agreed to help develop these manuals on a state-wide basis through the Center of Transportation Research and Education (CTRE) at Iowa State University; and this Chapter 28E Agreement provided for assigning these manuals to CTRE so that they may continue to update these manuals and develop them as documents to be used on a state-wide basis for urban construction; and

WHEREAS, on February 16, 2005, the Central Iowa Committee (CIC) met to review the status of the license agreement with the CTRE which was approved on October 22, 2001, under Roll Call No. 01-3151, regarding the Urban Design Standards and the Urban Standard Specifications. CTRE (now the Institute for Transportation at Iowa State University and known as InTrans) believed it had complied with the conditions of said License Agreement. The CIC voted to permanently transfer the license to the SUDAS Corporation; and

WHEREAS, the SUDAS Corporation has continued to update said SUDAS Design Manual and SUDAS Standard Specifications and develop them as documents to be used on a state-wide basis for urban construction in accordance with the 28E Agreement; and has developed a state-wide Steering Committee and district subcommittees so that engineers and city representatives from all jurisdictions state-wide can participate in development of these SUDAS Manuals; and

WHEREAS, the SUDAS Corporation has annually issued revisions to these SUDAS Manuals; and

WHEREAS, on May 10, 2021, under Roll Call No. 21-0672, the City Council approved and adopted the SUDAS Design Standards, 2021 Edition, and the SUDAS Standard Specifications, 2021 Edition, as the official design standards and standard specifications for the City of Des Moines, Iowa; and

**Date** March 7, 2022

WHEREAS, the City Engineer now recommends approval and adoption of the latest editions of the SUDAS Manuals and City of Des Moines General Supplemental Specifications to the SUDAS Standard Specifications, which are now known as the:

- SUDAS Design Manual, 2022 Edition, and
- SUDAS Standard Specifications, 2022 Edition, and
- City of Des Moines General Supplemental Specifications to the SUDAS Standard Specifications.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DES MOINES, IOWA:

1. That the SUDAS Design Manual, 2022 Edition, SUDAS Standard Specifications, 2022 Edition, and the City of Des Moines General Supplemental Specifications to the SUDAS Standard Specifications, copies of which are now on permanent file in the office of the City Engineer and by this reference made a part hereof, are hereby approved as to form and content.

2. That the SUDAS Design Manual, 2022 Edition, SUDAS Standard Specifications, 2022 Edition, and the City of Des Moines General Supplemental Specifications to the SUDAS Standard Specifications, shall constitute the official design standards and standard specifications and supplemental specifications for construction of public improvements in the City of Des Moines, Iowa, to be in effect beginning with all projects ordered for construction by this Council after March 7, 2022, and shall remain in effect until such time as they are further amended by this Council.  
(Council Communication No. 22- 084 attached)

Moved by \_\_\_\_\_ to adopt. Second by \_\_\_\_\_

FORM APPROVED: s/Kathleen Vanderpool

**SLN**<sub>pw</sub>

Kathleen Vanderpool  
Deputy City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
BOESEN				
GATTO				
MANDELBAUM				
SHEUMAKER				
VOSS				
WESTERGAARD				
<b>TOTAL</b>				

MOTION CARRIED APPROVED

\_\_\_\_\_  
Mayor

**CERTIFICATE**

I, P. Kay Cmelik, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

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

## **REDLINE CHANGES VERSION**

# **CITY OF DES MOINES GENERAL SUPPLEMENTAL SPECIFICATIONS TO THE SUDAS STANDARD SPECIFICATIONS, 2022 EDITION**

**Effective Date: March 7, 2022**



This project will be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, which were adopted by the City of Des Moines on **March 7, 2022**, under Roll Call No. 22-XXXXX, as amended by these City of Des Moines General Supplemental Specifications.

The SUDAS Standard Specifications, 2022 Edition, may be viewed at the Iowa SUDAS website <https://iowasudas.org/manuals/specifications-manual/> , or can be purchased online from the Iowa SUDAS website at: <https://iowasudas.org/order-the-manuals/> .

Said SUDAS Standard Specifications are hereby amended as follows:

### **SECTION 1010 – DEFINITIONS**

**1010, 1.03 DEFINITIONS AND TERMS.** Add the following new definition:

**PRIVATE CONSTRUCTION CONTRACT.** A contract awarded by a private agency or individual for construction of a publicly owned or privately-owned improvement, which by agreement of the parties is subject to these specifications.

### **SECTION 1020 – PROPOSAL REQUIREMENTS AND CONDITIONS**

**1020, 1.01 QUALIFICATION OF THE BIDDERS:** Add the following new E.

*\*E. The City of Des Moines may disqualify a Contractor from bidding on future work or from participating as a subcontractor for a period of up to 3 years in accordance with Section 94-198 of the Municipal Code of the City of Des Moines.*

**1020, 1.03 QUANTITIES AND UNIT PRICES:** Delete B. and replace with the following new B.

B. When unit prices are requested in the proposal form, the quantities indicated on the proposal form are approximate only, and do not constitute a warranty or guarantee by the Jurisdiction as to the actual quantities involved in the work. Such quantities are to be used for the purpose of comparison of bids and determining the amount of bid security, contract, and performance, payment, and maintenance bond. In the event of discrepancies between unit prices and unit price extensions listed in a bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices; except in the case of an obvious, serious, clerical error where the Engineer is able to determine the bidder's intent from the proposal; in which case, the Jurisdiction may waive irregularities that are in best interest of the Jurisdiction, as long as the integrity of the bid process can be maintained. The Jurisdiction expressly reserves the right to increase or decrease the quantities during construction as outlined in Section 1040, 1.06 - Increase or Decrease of Work, and to make reasonable changes in design, provided such changes do not materially change the intent of the contract. The amount of work to be paid for shall be based upon the actual quantities performed.

*\*This highlighted language and Section 94-198 of the Municipal Code of the City of Des Moines are not the current law of the State of Iowa and not applicable to the City's current bidding process.*

**1020, 1.09 PREPARATION OF THE PROPOSAL:** Delete D. and replace with the following D:

- D. When unit prices are requested, they shall be submitted on each and every item of work included for which bids are requested. The format for unit prices will be in dollars and whole cents only. In the case of discrepancy, the unit price shall govern; except in the case of an obvious, serious, clerical error where the Engineer is able to determine the bidder's intent from the proposal; in which case, the Jurisdiction may waive irregularities that are in best interest of the Jurisdiction, as long as the integrity of the bid process can be maintained.

**1020, 1.15 LIMITATION ON WITHDRAWAL OF PROPOSALS AFTER OPENING OF PROPOSALS:**

Add the following new C:

- C. After bids are opened, if the low bidder claims that it has made a serious error in the preparation of its bid, and can support such a claim with evidence satisfactory to the Jurisdiction, said bidder shall be allowed to withdraw its bid and its bid security shall be returned; *\*provided however, as a condition for return of its bid security, said bidder shall be required to agree that it will not be allowed to again bid on the project, either as a prime bidder or as a subcontractor, if the project, or a substantial portion of the project, is rebid within six months of the first bid opening.* Under no circumstances should said bidder be permitted to alter or adjust its bid, as this would undermine the entire system of competitive bidding and be an open invitation to abuse.

## **SECTION 1040 – SCOPE OF WORK**

**1040, 1.05 PLANS:** Delete the 2<sup>nd</sup> paragraph and replace with the following:

Electronic support files, will not be provided prior to letting and may be provided to the low bidder and are for information only. Should there be a discrepancy between an electronic support file and a contract document, the contract documents shall govern. No guarantee is made that the data systems used by the Engineer will be directly compatible with the systems the Contractor uses.

**1040, 1.07 CHANGE ORDERS, B. Written Orders:** Add the following to the end of the section:

Formal approval by the Jurisdiction shall be defined as follows:

The authority of the Des Moines City Manager and the Engineer to approve change orders shall be limited to those change orders which will cost \$50,000 or less. Change orders for work to cost more than \$50,000 shall be approved by the City Council prior to the payment of the work provided for under the change order.

*\*This highlighted language is not the current law of the State of Iowa and not applicable to the City's current bidding process.*

**1040, 1.09 CHANGED SITE CONDITIONS, A. Latent or Subsurface Conditions:** Delete 1. and 2. in their entirety and replace with the following 1. and 2.; and add the following new 3.

1. If the Contractor encounters latent or subsurface conditions differing materially from those indicated in the contract documents which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors, and if these changed conditions are considered by the Contractor as a basis for compensation in addition to the contract price, the Contractor shall within three working days after discovery thereof notify the Engineer of its claim by written notice as sent

set forth herein. Before disturbing the site at which the latent or subsurface condition is alleged to exist, the Contractor shall give the Engineer the opportunity to inspect the same.

- a. For claims greater than \$50,000 the Contractor shall notify the Engineer by written notice either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested), to the address below:

City of Des Moines  
Engineering Department  
400 Robert D. Ray Drive  
Des Moines, IA 50309-1891  
Attention: Steve Naber, P.E., City Engineer

Under no circumstance will an email, text message, verbal communication or any other informal communication, be considered acceptable or satisfactory written notice required by this section. The written notice shall:

- 1) Expressly state that it is a request for a contract change under Section 1040, 1.09;
- 2) Expressly identify the latent or subsurface conditions that the Contractor alleges differ materially from those indicated in the contract documents which the Contractor could not have discovered by a reasonable site investigation and examination of the type customarily undertaken by prudent and competent contractors;
- 3) Expressly state the reason the Contractor believes extra compensation is due;
- 4) Identify work that Contractor alleges will be impacted.

- b. For claims less than \$50,000 the Contractor shall notify the Project Engineer by written notice sent as set forth above or sent by email providing the same detail as identified in a.1) through 4) above. Under no circumstances will a text message, verbal communication or any other informal communication be considered acceptable or satisfactory written notice required by this section.

2. After inspection by the Engineer, the Jurisdiction may, in its discretion, authorize the Contractor to proceed with or abandon the work. The Contractor shall resume construction operations pending a decision regarding its claim by the Jurisdiction. Failure of the Contractor to give written notice within three working days of discovering the conditions and to give the Engineer full opportunity to inspect the condition before disturbing the site shall be deemed a waiver by the Contractor of all claims for extra compensation arising out of the alleged condition.
3. Latent or subsurface conditions that do not materially differ from those shown on the plans shall not form the basis for additional compensation. No additional compensation or extension of time shall be provided for conditions that do not materially differ, regardless of the nature of the condition encountered.

**1040, 1.10 DISPUTED CLAIMS FOR EXTRA COMPENSATION:** Delete 1.10 in its entirety and replace with the following:

**A. Basis of Claim for Extra Compensation:**

1. In any case where the Contractor believes extra compensation is due for work or material beyond the scope of the Work under the contract and not ordered by the Engineer as Extra Work as defined in Section 1010, 1.03, the Contractor shall provide written notice to the Engineer, as set forth herein, of its intention to make claim for such extra compensation within thirty (30) days of discovering the circumstances regarding the claim and before beginning the work on which the claim is based (hereinafter referred to as a "Claim").

- a. For claims greater than \$50,000 the Contractor shall notify the Engineer by written notice either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested) to the address below:

City of Des Moines  
Engineering Department  
400 Robert D. Ray Drive  
Des Moines, IA 50309-1891  
Attention: Steve Naber, P.E., City Engineer

Under no circumstance will an email, text message, verbal communication or any other informal communication, be considered acceptable or satisfactory written notice required by this section. The written notice shall:

- 1) Expressly state that it is a request for a contract change under Section 1040, 1.10;
  - 2) Expressly state the reason the Contractor believes extra compensation is due;
  - 3) Identify the underlying work or material that Contractor claims is beyond the scope of the Work under the contract and not ordered by the Engineer as Extra Work as defined in Section 1010, 1.03;
  - 4) Identify any work that will be impacted.
- b. For claims less than \$50,000 the Contractor shall notify the Project Engineer by written notice sent as set forth above or sent by email providing the same detail as identified in a.1) through 4) above. Under no circumstances will a text message, verbal communication or any other informal communication be considered acceptable or satisfactory written notice required by this section.

The Contractor shall not proceed with that work until the Contractor and the Jurisdiction have executed a change order with respect to the Claim. The Contractor shall have no right to submit a Claim for any matter which is exclusively reserved to authority of the Engineer under the Contract Documents.

2. The Jurisdiction shall not be responsible for damages attributable to the performance, nonperformance, or delay, of any other contractor, governmental agency, utility agency, firm, corporation, or individual authorized to do work on the project, except if such damages result from negligence on the part of the Jurisdiction, its Engineer, or any of its officers or employees.
3. For any Claim, if such written notification is not given, or if after such written notification is given the Engineer is not allowed facilities for keeping strict account of actual costs as defined for force-account construction, the Contractor thereby agrees to waive the Claim for extra compensation for such work. Such written notice by the Contractor, and the fact the Engineer has kept account of the cost as aforesaid, shall not be construed as establishing the validity of the Claim.
4. The Claim, when filed, shall be in writing and in sufficient detail to permit auditing and an evaluation by the Jurisdiction. The Claim shall be supported by such documentary evidence as the Contractor has available and shall be verified by affidavit of the Contractor or other person having knowledge of the facts.

**B. Presentation and Consideration of Claim:** If the Contractor wishes an opportunity to present its Claim in person, the Claim shall be accompanied by a written request to do so. Where the Contractor asks an opportunity to present its Claim in person, the Jurisdiction, within thirty (30) calendar days of the filing of the Claim, shall fix a time and place for a meeting between the Contractor and the Jurisdiction or its designated representatives or representative. The Jurisdiction shall, within a reasonable time after the filing of the Claim or the meeting above referred to, whichever is later, rule upon the validity of the Claim and notify the Contractor, in

writing, of its ruling together with the reasons therefore. In case the Claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.

- C. Request for Claim Review:** In the event a Contractor's Claim as outlined in the above procedure in Sections 1040, 1.10(A) and (B) has been disallowed, in whole or in part, the Contractor may, within thirty (30) calendar days from the date the ruling of the Jurisdiction is mailed, make a written request to the Jurisdiction that its Claim or Claims be submitted to a board of review. The written request shall be either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested) addressed as follows:

City of Des Moines  
Engineering Department  
400 Robert D. Ray Drive  
Des Moines, IA 50309-1891  
Attention: City Engineer

The Jurisdiction shall decide if the matter is subject to further review and shall, within thirty (30) calendar days of the receipt of the request for review, grant or deny the request for review. The Jurisdiction's decision shall be final. In the event the Contractor fails to make a timely written demand for review of its Claim as provided by this Section 1040, 1.10(C), the decision of the Jurisdiction shall be deemed to be final and the Contractor shall have no right to pursue arbitration or litigation of its Claim.

**D. Board of Review:**

1. The Board shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The Board's jurisdiction shall not extend to matters exclusively reserved to the Engineer, to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the Plans and Specifications except as to matters of compensation. Jurisdiction of the Board shall not extend to setting aside or modifying the terms or requirements of the contract.
2. Following the timely written demand for review of the Claim and the decision of the Jurisdiction to grant the request, a board of review shall be appointed to review the Claim. The board of review shall consist of three (3) members as follows: the Engineer, or designated representative; and two persons to be appointed by the Engineer (hereinafter the "Board").
3. The Board shall set a date for the Contractor to present its Claim for review within sixty (60) days of the date the Jurisdiction issued its decision granting the Contractor's request for review. The presentation before the Board shall not be in accordance with the Iowa rules of civil procedure and the Contractor shall not have the right to conduct discovery or compel the testimony of witnesses as part of the presentation. The Contractor shall submit three (3) copies of a written Claim summary and all documents it considers to be relevant to its Claim at least fourteen (14) days prior to the date set for the presentation before the Board. The presentation before the Board is intended to be an informal process to allow the Contractor to further explain its Claim and why it believes it is entitled to additional compensation. The Board reserves the right to impose such rules as it deems reasonably necessary to allow for a fair and efficient presentation.
4. Following the presentation before the Board, the Board shall render a written decision regarding the Claim within twenty (20) days of the presentation. In the event the Board renders a decision in favor of the Contractor for some or all of the Claim, the Contractor and the Jurisdiction shall promptly proceed in good faith to prepare a change order consistent with the decision of the Board. If the Board denies the Claim, in part or in full, the Contractor's

sole and exclusive remedy is to demand final resolution of the Claim that has been denied subject to the procedure provided below.

- E. Final Resolution by Binding Arbitration or Litigation:** For any Claim denied by the Board, the Jurisdiction shall have the sole and exclusive right to determine whether final resolution of the Claim shall be through Binding Arbitration or litigation. The Contractor shall not have the right to pursue final resolution of any Claim that the Contractor did not submit to the Board. The Contractor must make a written demand for final resolution of the Claim upon the Jurisdiction within thirty (30) days of the date when the Board rendered its decision or it will be deemed to have waived this right and the decision of the Board will be final. The written demand shall be either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested) addressed as follows:

City of Des Moines  
Engineering Department  
400 Robert D. Ray Drive  
Des Moines, IA 50309-1891  
Attention: Steve Naber, P.E., City Engineer

The Jurisdiction shall notify the Contractor within thirty (30) days of the date of receiving the Contractor's written demand for final resolution of the Claim, whether the Jurisdiction will elect to use binding arbitration or litigation to reach a final resolution of the Claim. The decision to pursue binding arbitration or litigation, shall be the sole and exclusive decision of the Jurisdiction. The decision of the Jurisdiction on whether to pursue binding arbitration or litigation is final.

1. Arbitration.

- (a) If the Jurisdiction elects to use binding arbitration for final resolution of the Claim, the sole and exclusive remedy for final resolution of the Claim shall be binding arbitration (the "Arbitration"). The Arbitration shall be submitted to a single arbitrator as is mutually agreed upon by the Contractor and Jurisdiction. If the Contractor and Jurisdiction cannot agree upon a single arbitrator within twenty-one (21) days of the date of the Jurisdiction's notification to the Contractor of the Jurisdiction's decision to pursue binding arbitration, the Arbitration shall be submitted to a three (3) member panel appointed as follows: the Contractor shall appoint one arbitrator; the Jurisdiction shall appoint one arbitrator; and the third arbitrator shall be chosen by the first two appointed arbitrators (for the sake of convenience, the arbitrator, or arbitrators as the case may be, shall be referred to hereinafter as the "Arbitrator"). The parties agree to work toward appointment of a three (3) member Arbitration panel within twenty-one (21) days after not being able to agree on a single arbitrator. The Arbitration shall be conducted in general accord with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The parties reserve the right to alter and amend the rules for the Arbitration as they may mutually agree in writing.
- (b) The Arbitrator shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation that have not been allowed by the Jurisdiction. The Arbitrator's jurisdiction shall not extend to matters exclusively reserved to the Engineer, to a determination of quality of workmanship or materials furnished, or to an interpretation of the intent of the Plans and Specifications, except as to matters of compensation. Jurisdiction of the Arbitrator shall not extend to setting aside or modifying the terms or requirements of the contract.



- (c) Subject to agreement of the parties and the Arbitrator, the parties shall work in good faith to schedule the Arbitration and allow for the decision of the Arbitrator within two hundred forty (240) days after appointment of the Arbitrator.
- (d) The Arbitrator shall render a written decision within twenty (20) days after the Claim has been fully submitted. For Arbitrations before more than one arbitrator, the decision of a majority of the panel shall govern. The Arbitrator's decision shall provide a basis for the findings and legal conclusions and shall determine how the cost of the proceedings shall be borne by the parties.
- (e) The decision of the Arbitrator shall be binding and final. There shall be no further appeal or judicial review, except under the limited circumstances as allowed by Iowa law.

2. Litigation.

- (a) If the Jurisdiction elects not to use arbitration as the means to reach final resolution of the claim, then the sole and exclusive remedy for final resolution of the Claim shall be litigation which must be brought in Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located.
- (b) To the fullest extent permitted by law, Contractor and Jurisdiction hereto waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of or in connection with this Agreement.

## **SECTION 1050 – CONTROL OF WORK**

**1050, 1.10 PROTECTION OF LINE AND GRADE STAKES:** Add the following new D.

- D. The Jurisdiction shall provide all construction survey staking on projects funded by the Jurisdiction unless otherwise indicated on the plans or in the Contract Documents. On Private Construction Contracts, the Owner, in accordance with the Private Construction Contract, shall hire a Licensed Surveyor for all survey work.

## **SECTION 1060 – CONTROL OF MATERIALS**

**1060, 1.03 SAMPLES AND TESTING:** Add the following new D.

- D. All on-site inspection and testing, as well as testing of materials, will be provided by the Jurisdiction unless otherwise indicated on the plans or by special provisions.

## **SECTION 1070 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**1070, 1.03 PERMITS AND LICENSES:** Delete and replace with the following:

The Contractor shall procure and pay for all necessary permits and licenses for the construction of the work and for temporary excavations, obstructions, enclosures, and street openings arising from the construction and completion of the work described in the Contract Documents. The Contractor shall be responsible for all violations of the law for any cause in connection with the construction of the work or caused by the obstruction of roads, streets, highways or sidewalks, and shall give all requisite notices to the Jurisdiction or other public authorities in connection therewith.

**1070, 2.02 CONVENIENCE AND SAFETY: E. Project Area or Work Site Safety:** Add the following new 6.

6. The City of Des Moines, Engineering Department, Master Construction Safety Packet is available in the Forms and Documents section at the Engineering page on the City of Des Moines website at:  
[https://www.dsm.city/document\\_center/Engineering%20and%20Traffic%20Forms%20and%20Documents/ENG-Publications/MasterConstructionSafetyPacket.pdf?pdf=Master%20Construction%20Safety%20Packet&t=1580921434169](https://www.dsm.city/document_center/Engineering%20and%20Traffic%20Forms%20and%20Documents/ENG-Publications/MasterConstructionSafetyPacket.pdf?pdf=Master%20Construction%20Safety%20Packet&t=1580921434169) and is also available upon request from the Engineering Department. The Engineering Department will make available a copy of the City of Des Moines Master Construction Safety Plan to the Contractor when the contract is awarded. Said Safety Plan is for the Contractor's information only and it is the Contractor's sole responsibility to provide, or make available, this safety information to all its Subcontractors.

**1070, 1.12, CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT:** Delete 1.12 in its entirety and replace with the following new 1.12:

**1070, 1.12 DISPUTE RESOLUTION AND CONSENT TO JURISDICTION OF IOWA DISTRICT COURT OR FEDERAL DISTRICT COURT IN IOWA**

- A. The Contractor agrees any claims, disputes, causes of action that accrue to it, or which by subrogation or assignment accrue to its sureties or insurers, arising out of or connected with this contract, and that the Jurisdiction has determined in writing is not subject to Section 1040, 1.10, shall be resolved by arbitration or litigation as elected by the Jurisdiction. As to any such causes of action, Contractor shall provide written notice to Jurisdiction requesting that Jurisdiction make its election as to whether the dispute shall be settled by arbitration or litigation. The written notice shall be either (i) personally delivered, (ii) sent by certified mail, return receipt requested, or (iii) delivered by a nationally recognized prepaid overnight courier service (receipt requested) addressed as follows:

City of Des Moines  
Engineering Department  
400 Robert D. Ray Drive  
Des Moines, IA 50309-1891  
Attention: Steve Naber, P.E., City Engineer

Jurisdiction shall notify Contractor in writing as to its election within thirty (30) days of receipt of Contractor's written notice requesting a determination by Jurisdiction.

1. Arbitration

- (a) If the Jurisdiction elects to use binding arbitration for final resolution, the sole and exclusive remedy for final resolution of the dispute shall be binding arbitration (the "Arbitration"). The Arbitration shall be submitted to a single arbitrator as is mutually agreed upon by the Contractor and Jurisdiction. If the Contractor and Jurisdiction cannot agree upon a single arbitrator within twenty-one (21) days of the date of the Jurisdiction's notification to the Contractor of the Jurisdiction's decision to pursue binding arbitration, the Arbitration shall be submitted to a three (3) member panel appointed as follows: the Contractor shall appoint one arbitrator; the Jurisdiction shall appoint one arbitrator; and the third arbitrator shall be chosen by the first two appointed arbitrators (for the sake of convenience, the arbitrator, or arbitrators as the case may be, shall be referred to hereinafter as the "Arbitrator"). The parties agree to work toward appointment of a three (3) member Arbitration panel within twenty-one (21) days after not being able to agree on a single arbitrator. The Arbitration shall be conducted in general accord with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The parties reserve the right to alter and amend the rules for the Arbitration as they may mutually agree in writing.

- (b) Jurisdiction of the Arbitrator shall not extend to setting aside or modifying the terms or requirements of the contract.
- (c) Subject to agreement of the parties and the Arbitrator, the parties shall work in good faith to schedule the Arbitration and allow for the decision of the Arbitrator within two hundred forty (240) days after appointment of the Arbitrator.
- (d) The Arbitrator shall render a written decision within twenty (20) days after the matter has been fully submitted. For Arbitrations before more than one arbitrator, the decision of a majority of the panel shall govern. The Arbitrator's decision shall provide a basis for the findings and legal conclusions and shall determine how the cost of the proceedings shall be borne by the parties.
- (e) The decision of the Arbitrator shall be binding and final. There shall be no further appeal or judicial review, except under the limited circumstances as allowed by Iowa law.

2. Litigation.

- (a) If the Jurisdiction elects not to use arbitration as the means to reach final resolution of the claim or fails to notify Contractor in writing within thirty (30) days of its election, then the sole and exclusive remedy for final resolution of the Claim shall be litigation which must be brought in Iowa District Court in and for the County where the Jurisdiction is located or in the United States District Court in and for the District where the Jurisdiction is located.
- (b) To the fullest extent permitted by law, Contractor and Jurisdiction hereto waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of or in connection with this Agreement.

B. Contractor further consents that it will require its subrogees and assigns to enter into an agreement to comply with the terms of Section, 1.12, and consent to the jurisdiction of either the Iowa District Court in and for the County where the Jurisdiction is located or the United States District Court in and for the District where the Jurisdiction is located, as to any causes of action brought against it arising out of this contract or any work performed under it by Contractor or its subcontractors, and further agrees, on behalf of itself, its subrogees and assigns, to waive any and all objections to the jurisdiction of said court as to any such cause of action. Contractor shall make such consent a condition of the retention of subrogees and assigns.

**1070, 2.10 DUST CONTROL:** Add the following paragraph:

The Contractor shall be responsible to remove any project-related construction materials deposited on a public street as well as related dust control measures. The Contractor shall employ all means necessary to prevent tracking soil, or loss of material, onto public streets; including but not limited to, rocking private access roads and removing excess material from equipment before leaving the construction site. The Contractor shall promptly remove any material deposited on a public street utilizing mechanical scraping and street sweeping, or other means as required by the Jurisdictional Engineer.

~~**1070, 2.16 READY MIX CONCRETE WASTE:** New Section—Add the following 2.16:~~

~~**2.16—READY MIX CONCRETE WASTE**~~

~~Concrete trucks will be allowed to washout or discharge excess concrete only in specifically designated areas which have been prepared to minimize contact between the concrete and storm water discharge from the site. The hardened product from the concrete washout areas will be disposed of by the Contractor as other non-hazardous waste materials or may be broken up and used on the site for other appropriate uses.~~

**1070, 3.02 INSURANCE REQUIREMENTS, A.:** Delete A and replace them with the following A.

- A. The contractor shall not purchase liability insurance in the name of the jurisdiction unless such purchase is allowed by special provision.

**1070, 3.02 INSURANCE REQUIREMENTS, C. 2. Commercial General Liability Insurance:** Revise the following limits on the Commercial General Liability Insurance:

- The Each Occurrence Limit shall be changed from \$1,000,000 to \$2,000,000.
- The Personal and Advertising Injury Limit, under Commercial General Liability, changed from \$1,000,000 to \$2,000,000.
- All other limits shall remain unchanged.

**1070, 3.02 INSURANCE REQUIREMENTS, C. 3. Automobile Liability Insurance:** Revise the following limits on the Automobile Liability Insurance:

- Minimum combined single limit per accident shall be changed from \$1,000,000 to \$2,000,000.

**1070, 3.02 INSURANCE REQUIREMENTS, C.:** Add the following sentence at the end of 1, 2, 3, and 5: “Waiver of Subrogation in favor of Jurisdiction is required.”

**1070, 3.02 INSURANCE REQUIREMENTS, C., 6. Additional Insured Endorsements:** Replace “Except for Workers Compensation, the insurance specified shall.”, with “Except for Workers Compensation and Railroad Protective Liability Insurance, the insurance specified shall.”.

**1070, 3.02 INSURANCE REQUIREMENTS, C:** Add the following new 8.

8. **WAIVER OF SUBROGATION:** To the fullest extent permitted by law, Contractor hereby releases the Jurisdiction, including their respective elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the Contractor or anyone claiming through or under the Contractor by way of subrogation or otherwise, for any loss arising out of liability or occupational injury without regard to the fault of the Jurisdiction or the type of loss involved. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Contractor’s policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Contractor to recover thereunder.

**1070, 3.03 CONTRACTOR’S INDEMNITY – CONTRACTUAL LIABILITY INSURANCE:** Delete B.; and replace with the following B.

- B. Except to the extent caused by or resulting from the negligent act or omission of the Jurisdiction or the Jurisdiction’s employees, consultants, agents or other for whom the Jurisdiction is responsible, to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Jurisdiction and its officers, agents, employees, and consultants 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 or prosecution of the work by the Contractor, its subcontractors, agents, or employees; or arising from any neglect, default, or mismanagement or omissions by the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them in the performance of any duties imposed by the contract or by law; provided any such claim, damage, loss, or expense:

1. is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including economic damages and the loss of use resulting therefrom, and
2. is caused in whole or in part by any act or omission of the Contractor, its subcontractors or consultants, suppliers, third parties, or the agents, officers, or employees of any of them, or anyone for whose acts any of them may be liable.

Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this subsection.

**1070, 3.04 CONTRACTORS INSURANCE FOR OTHER LOSSES; WAIVER OF SUBROGATION, B.:**  
Delete B. and replace with the following B.

- B. Contractor shall cause each of its subcontractors, consultants, suppliers, third parties, or the agents of any of them, to carry insurance sufficient to cover all loss to such materials, tools, motor vehicles, and equipment. All insurance carried by the Contractor, or its subcontractors, consultants, suppliers, third parties or the agents of any of them, covering risk of loss or damage to materials, tools, motor vehicles, and equipment used in the performance of the Work, shall provide a waiver of subrogation against the Jurisdiction, as specified in Section 1070, 3.02 Insurance Requirements, C.8. To the extent that any subcontractors, consultants, suppliers, third parties or the agents of any of them, do not provide such coverage, any uninsured loss shall be the sole responsibility of the Contractor.

**1070, 3.05 PROPERTY INSURANCE:** Delete A, D, and M; and replace them with the following A, D, and M.

- A. Property Insurance Required: The Contractor shall purchase and maintain property insurance, being either Builder's Risk Insurance or an Installation Floater, for the period of the contract until final acceptance of the work by the Jurisdiction, on all construction contracts where a building, electrical, mechanical, or plumbing permit is required by the permitting entity.
  1. Builder's Risk Insurance by Contractor: On contracts for construction of new buildings or on contracts when Builder's Risk Insurance is applicable to the contract by definition, the Contractor shall purchase and maintain Builder's Risk Insurance for the duration of the contract; unless the Jurisdiction states by special provision that the Jurisdiction shall purchase and maintain the Builder's Risk Insurance. This property insurance, Builder's Risk Insurance, provided by the Contractor shall be in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. If the Contractor's property insurance covering the work has any deductible, the Contractor shall be responsible to pay the cost associated with the deductible. Flood and Earthquake Insurance shall be required as part of the Builder's Risk Policy, and the minimum required policy limits shall be not less than 10% of the full amount of the contract. If Boiler and Machinery Insurance is required by the contract documents or by law, the Contractor shall purchase the Boiler and Machinery Insurance if the Contractor is required to purchase the Builder's Risk Insurance. If Boiler and Machinery Insurance coverage is included in the Contractor's Builders Risk Insurance policy, it may be used to satisfy the Boiler and Machinery Insurance requirement to the extent such coverage specifically covers such objects during installation, testing, and until final acceptance by the Jurisdiction.
  2. Builder's Risk Insurance by the Jurisdiction: When stated in the special provisions, the

Jurisdiction shall purchase and maintain property insurance, a.k.a. Builder's Risk Insurance in the amount of the initial bid amount, or in an amount equal to the estimated value of actual building construction, whichever is less, as well as applicable modifications thereto for the entire work at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final acceptance of the work by the Jurisdiction. The insurance shall include interests of the Jurisdiction, the Contractor, subcontractors, and sub-subcontractors in the work. The Jurisdiction will determine an appropriate deductible for the property insurance covering the work, however, the Contractor will be responsible for paying a deductible of up to \$5,000 for each occurrence. Flood and Earthquake Insurance shall be required as part of the Builder's Risk Policy, and the minimum required policy limits shall be not less than 10% of the full amount of the contract. If Boiler and Machinery Insurance is required by the contract documents or by law, the Jurisdiction shall purchase the Boiler and Machinery Insurance if the Jurisdiction is required to purchase the Builder's Risk Insurance. If Boiler and Machinery Insurance coverage is included in the Jurisdiction's Builders Risk Insurance policy, it may be used to satisfy the Boiler and Machinery Insurance requirement to the extent such coverage specifically covers such objects during installation, testing, and until final acceptance by the Jurisdiction.

3. Installation Floater: On the remainder of these contracts where Builder's Risk Insurance is not applicable to a contract by definition and an Installation Floater is applicable by definition, the Contractor shall purchase and maintain an Installation Floater for the duration of the contract. This Installation Floater shall cover all materials, fixtures, equipment, and supplies provided for the job. Such insurance shall be on an "*all risk*" form in an amount equal to the maximum value of such materials, equipment, or supplies covered on the job site, off-premises at any temporary storage location, or in transit, and shall include coverage for hoisting and rigging. The Installation Floater shall be maintained until final acceptance of the work by the Jurisdiction. If the Contractor's Installation Floater covering the equipment and work has any deductible, the Contractor shall be responsible to pay the cost associated with the deductible. If Boiler and Machinery Insurance is required by the contract or by law, the Contractor shall purchase the Boiler and Machinery Insurance; the Installation Floater may be used to satisfy this requirement to the extent the Boiler and Machinery Insurance coverage specifically covers such objects during installation, testing, and until final acceptance by the Jurisdiction.

D. Boiler and Machinery Insurance: When required by the contract documents or by law, Boiler and Machinery Insurance shall specifically cover such insured objects during installation, testing, and until final acceptance by the Jurisdiction; this insurance shall include interest of the Jurisdiction, Contractor, subcontractors, and sub-subcontractors in the work, and the Jurisdiction and Contractor shall be named insureds. A Builders Risk Insurance policy or an Installation Floater, when also required by the contract documents or by law, may satisfy this requirement as indicated in 1070, 3.05 A.1, 2. and 3. above. If Boiler and Machinery Insurance is required by the contract documents or by law, the Contractor shall purchase the Boiler and Machinery Insurance. However, if the contract, requires the Jurisdiction to purchase the Builder's Risk Insurance, the Jurisdiction shall also purchase the Boiler and Machinery Insurance.

M. Installation Floater: See Section 1070, 3.05, A.3 above.

**1070, 3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE/ GOVERNMENTAL IMMUNITIES**

**ENDORSEMENT:** Under C. delete the first full paragraph regarding the Cancellation and Material Change Endorsement language and replace it with the following:

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written

Notification of Non-Renewal shall be sent to the Jurisdiction at the office and attention of the Certificate Holder. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

**1070, 3.06 ENDORSEMENT NAMING JURISDICTION AS AN ADDITIONAL INSURED / CANCELLATION AND MATERIAL CHANGE/ GOVERNMENTAL IMMUNITIES**

**ENDORSEMENT:** Replace first sentence under E. with the following: If allowed, as specified in Section 1070, 3.02 Insurance Requirements A., all liability policies purchased in the Jurisdiction's name shall include a Governmental Immunities Endorsement, pursuant to Iowa Code Section 670.4, which endorsement shall include the following provisions:

**1070, 3.07 PROOF OF INSURANCE:** Add the following sentence at the end of A: "Mail Certificate of Insurance to: Engineering Department, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309."

**SECTION 1080 – PROSECUTION AND PROGRESS**

**1080, 1.03 WORK PROGRESS AND SCHEDULE:** Add the following new D:

D. No person shall operate or permit the operation of any tools or equipment in construction, drilling or demolition work or in preventive maintenance work for public service utilities between the hours of 10:00 p.m. and 7:00 a.m. without the written permission of the Engineer.

**1080, 1.09 EXTENSION OF TIME, B. – Request for Extension of Time:** Add the following sentence before the last sentence in the first paragraph: "The request for an extension of time is the sole and exclusive remedy of the Contractor for the events listed below."

**SECTION 1090 – MEASUREMENT AND PAYMENT**

**1090, 1.02 SCOPE OF PAYMENT,** Add the following D.

D. If the Contractor fails to notify the Engineer or the Engineers representative prior to commencing work on various stages of work on the project, the work completed without notifying the City may not be compensated.

**1090, 1.04 PAYMENT FOR CHANGE ORDERS, C.B:** ~~Add~~ Replace with the following ~~new~~ 4:

C. The percentage markup to be allowed to the Contractor for extra work performed by a subcontractor shall include all overhead, profit, bond, and all subcontractor markups for changes in work and shall be in accordance with the following:

1. 10% of the first \$50,000 with a \$100 minimum.  
5% of the portion over \$50,000.

To include the markup on the change order, the Contractor shall, at the request of the Engineer, furnish evidence satisfactory to the Engineer of the cost (rate or rates) paid for such bond, insurance, and tax. This may include, at the request of the Engineer, a bond rider for the performance bond.

~~Extra Work Performed by the Subcontractor: The maximum percentage of combined overhead, profit, and bond for changes in the work performed by the Contractor shall be 10%. If the changed work is performed by a Subcontractor, a maximum of 5% may be added by that Subcontractor on his their work for combined overhead and profit, and an additional maximum of 5% may be added by the Prime Contractor for administration, coordination, and general conditions of said Subcontractor work.their,an-~~

**1090, 1.05 PROGRESS PAYMENTS, B. Retainage:** Delete B. in its entirety and replace with the following B.

- B. Retainage: The Jurisdiction shall retain from each monthly progress payment 3% of the amount determined to be due according to the estimate of the Engineer. Early release of retained funds may be requested by the Contractor according to Iowa Code Section 573.28.

## **SECTION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE**

**2010, 3.06 SUBGRADE PREPARATION, A. Uniform Composition: 1. Subgrade Compaction in Fill Sections:** Add the following new e.

- e. Proof roll subgrade as specified in Section 3.06, B. to locate soft or yielding areas prior to placement of top six-inch lift.

**2010, 3.06 SUBGRADE PREPARATION, A. Uniform Composition: 2. Subgrade Compaction in Cut Sections:** Add the following new d.

- d. Prior to scarify, mix, and re-compact the bottom six inches of subgrade (paragraph 2.b above), proof roll subgrade as specified in Section 3.06, B to locate soft or yielding areas.

**2010, 3.07 SUBGRADE TREATMENT, A. Lime, Cement, Fly Ash, or Asphalt:** Add the following new 3.

3. The Contractor shall comply with the following conditions when incorporating the subgrade treatments.

- a. The Contractor shall not begin stabilization work if the following weather conditions are to happen within 24 hours after stabilization:

Temperature expected to drop below 40°F within the first 24 hours of incorporation unless approved by the Engineer.

Rain.

Wind speeds of 15 mph or greater unless approved by the Engineer prior to stabilization work.

- b. The subgrade treatment shall not be incorporated into frozen subgrade conditions.

- c. The deviation from target range will not exceed 0.5% ± the approved mix design rate.

- d. Contractor shall use a reclaimer machine with computerized water proportioning system that measures and applies the water directly into the mixing chamber when the machine is in motion. The treatment chemicals will be distributed via computerized vane feeder on the subgrade prior to mixing to minimize loss of treatment chemicals as dust. Dumping or blowing of treatment chemicals onto the subgrade will not be allowed.

- e. During the compaction operation, no section shall be left undisturbed for longer than 30 minutes during compaction operations.



## **SECTION 3010 – TRENCH EXCAVATION AND BACKFILL**

**3010, 3.02 ROCK OR UNSTABLE SOILS IN TRENCH BOTTOM:** Delete B. and replace with the following new B.

- B. The Engineer will review the contractor's request for the need for over-excavation and trench foundation stabilization and authorize the work prior to installation of pipes and structures.

**3010, 3.05 PIPE BEDDING AND BACKFILL, E. Final Trench Backfill: 3. Class I and Class II Backfill Material:** Delete a. and replace with the following new a.

- a. Compact to at least 65% relative density within right-of-way or under any paved surface or within two feet thereof.

**3010, 3.05 PIPE BEDDING AND BACKFILL, E. Final Trench Backfill: 4. Class III and Class IVA Backfill Material:** Delete a. and replace with the following new a.

- a. Compact to at least 95% of Standard Proctor Density within right-of-way or under any paved surface or within two feet thereof.

## **SECTION 4010 – SANITARY SEWERS**

**4010, 3.06 SANITARY SEWER SERVICE STUBS, C:** Add the following new 7:

7. Mark the location of all sanitary sewer service stubs at the time of installation by a two-inch wide detectable marking tape installed at a depth of 18 inches to 24 inches below finished grade, directly over the service stub, for its entire length and brought up to the surface at the end of the service stub adjacent to the post marking the stub location. The tape shall be green in color and marked "Sanitary Sewer Service Stub Buried Below".

**4010, 3.10 SANITARY SEWER CLEANOUT:** Delete in its entirety and replace with the following:

Cleanouts are not allowed on sanitary sewer mains in the City of Des Moines. Figure 4010.203 shall apply to services only.

## **SECTION 4020 – STORM SEWERS**

**4020, 2.01 STORM SEWERS, Parts A-L:** Reinforced Concrete Pipe or Polypropylene Pipe shall be required for storm sewer construction in the Right-Of-Way or Public Easement areas. Minimum size of storm sewer pipe in the Right-Of-Way and Public Easement areas shall be 15-inch minimum diameter.

## **SECTION 4030 – PIPE CULVERTS**

**4030, 2.01 Pipe Culverts, Parts A-D:** Reinforced Concrete Pipe shall be required for pipe culvert construction in the Right-Of-Way or Public Easement areas. Minimum size of pipe culverts in the Right-Of-Way and Public Easement areas shall be 15-inch minimum diameter.

## **SECTION 4040 – SUBDRAINS AND FOOTING DRAIN COLLECTORS**

**4040, 2.01 FOOTING DRAIN COLLECTORS:** Use material for pipe and fittings complying with the current Adopted Edition of the Uniform Plumbing Code (UPC). In addition to the materials identified in the UPC, the pipe shall comply with ASTM D 3034, SDR 23.5 pipe will be allowed.

**4040, 2.02 TYPE 1 SUBDRAINS (LONGITUDINAL SUBDRAIN), C. Corrugated Polyethylene Tubing and Fittings (Corrugated PE):** Delete Type C and Type CP. Only Type S or Type SP are allowed in the City of Des Moines.

**4040, 2.03 TYPE 2 SUBDRAINS (COMBINATION SUBDRAIN/FOOTING DRAIN COLLECTOR), B.3. HDPE Pipe:** Delete Type CP. Only Type SP is allowed in the City of Des Moines.

**4040, 2.09 FOOTING DRAIN SERVICE STUBS** - Add this new 2.09 and the following note: Use material for pipe and fittings complying with the current Adopted Edition of the Uniform Plumbing Code (UPC). In addition to the materials identified in the UPC, the use of SDR 23.5 pipe will be allowed.

**4040, 3.02 FOOTING DRAIN COLLECTORS, C:** Add the following new 3:

3. Type B cleanouts should be used for footing drain collectors less than 5 feet in depth in the City of Des Moines. Footing drain collectors greater than 5 feet deep, a Type A cleanout shall be used.

**4040, 3.03 FOOTING DRAIN SERVICE STUBS:** Add the following new D and E.

D. Mark the location of all footing drain service stubs at the time of installation by a two-inch wide detectable marking tape installed at a depth of 18 inches to 24 inches below finished grade, directly over the service stub, for its entire length and brought up to the surface at the end of the service stub adjacent to the post marking the stub location. The tape shall be green in color and marked "Footing Drain Service Stub Buried Below".

E. ABS, PVC and SDR 23.5 pipe shall be installed with a minimum bedding of 4" below and up all side with 3/8" clean smooth gravel or a bedding product approved by the Engineer.

**4040, FIGURE 4040.232, SUBDRAIN CLEANOUTS:** Add the following new Note 7 to Figure 4040.232.

7. Type B cleanouts should be used for footing drain collectors or combination subdrain/footing drain collectors less than 5 feet in depth in the City of Des Moines. Footing drain collectors greater than 5 feet deep, a Type A cleanout shall be used.

## **SECTION 4060 – CLEANING, INSPECTION, AND TESTING OF SEWERS**

**4060, 3.03 VIDEO INSPECTION, A. General:** Delete 1. and replace with the following new 1.

1. Conduct video inspection of all new and rehabilitated sanitary sewers, storm sewers, pipe culverts, and footing drain collectors after all backfill and compaction operations are completed, but prior to paving, unless otherwise specified in the contract documents.

## **SECTION 6010 – STRUCTURES FOR SANITARY AND STORM SEWERS**

**6010, PARTS 1, 2, 3, and Figures:** Unless specifically noted as precast construction on the construction drawings, all square or rectangular shaped intakes and manholes shall be cast-in-place. Circular precast intakes and manholes are allowed in the City of Des Moines.

**6010, 2.03, B. REINFORCEMENT:** Add the following second sentence: All reinforcement for cast-in-place structures shall be epoxy coated.

**6010, 2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings):** Add the following new C.

- C. Manhole adjustment rings are not required to have pre-formed or pre-drilled holes for the anchor bolts.

**6010, 2.10 CASTINGS (Ring, Cover, Grate, and Extensions), D. Casting Types: 2. - Intakes:** Delete b. and replace it with the following b.

- b. Castings shall include design shown in this General Supplemental for lids on Type E, F, and G storm sewer castings shown for Figure 6101.602. The casting design is shown in the figure titled Storm Sewer Lid For the City of Des Moines.

**6010, 2.13 STEPS:** Delete entire Section as manhole steps are not allowed in the City of Des Moines.

**6010, 2.15 ANCHOR BOLTS AND WASHERS, B. Diameter:** Delete B. and replace it with the following B.: Provide bolts and washers 1/8 inch smaller than hole or slot in the casting frame but not less than 7/8 inch diameter.

**6010, 3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES, J. Castings:** Delete J. and replace with the following J.: Install the type of casting specified in the contract documents and adjust to proper grade. Where a manhole or intake is to be in a paved area, adjust the casting to match the slope of the finished surface. When castings with a bolt down cover (Type C or D) are specified, attach casting frame to the structure with four anchor bolts.

**6010, 3.03 ADDITIONAL REQUIREMENTS FOR PRECAST CONCRETE STRUCTURES,** Add new F. following:

**F. Field Modification of Precast Structures:** Significant modifications to precast structures to adjust elevations to field conditions will not be allowed. Significant modifications include, but are not limited to, excessive saw cutting of precast structures. Any field modifications to the precast structure shall be approved by the Engineer, or the Engineer's representative, or the precast structure will not be accepted.

## SECTION 7010 – PORTLAND CEMENT CONCRETE PAVEMENT

**7010, 1.08 MEASUREMENT AND PAYMENT,** Add new N. following:

**N. Cold Weather Protection:** When any type of additional protection described in 7010.3.04.A is necessary, additional payment will be made as extra work at the rate of \$1.00 per square yard of surface protected. Payment will be limited to protection within the contract period. Protection necessary after November 15 will be paid only when the Engineer authorizes the work.

**7010, 3.01 EQUIPMENT, A. Batching and Mixing Equipment, 2. Batching,** Add new d. following:

- d. Volumetric batching for Portland Cement Concrete will not be allowed unless authorized by the Engineer.

**7010, 3.01 EQUIPMENT, C. Concrete Placement Equipment, 7. Concrete Saws,** Add the following new 1:

1. Saw cutting operations shall be dustless in accordance with OSHA regulations.

~~**7010, 3.02 PAVEMENT CONSTRUCTION, E. Bar and Reinforcement Placement, 1. Tie Bars:** Delete a. and replace it with the following a:~~

- ~~a. Place bars prior to vibration. Bars shall be supported by approved chairs. Placement in position by a machine is not allowed.~~

**7010, 3.02 PAVEMENT CONSTRUCTION, E. Bar and Reinforcement Placement:** Add the following new 5:

5. PCC pavement slabs with manhole castings, with or without boxouts, shall have reinforcement similar to PV-103 around the castings.

~~7010, 3.02 PAVEMENT CONSTRUCTION, F. Concrete Pavement Placement: Delete 1. and replace it with the following 1.~~

~~1. Use paving machine for all full-width paving, pavement widening, and pavement reconstruction 100 feet or more in length.~~

~~7010, 3.07 CURB AND GUTTER CONSTRUCTION: Delete B. and replace it with the following B.~~

~~B. Use curb and gutter machine for all curb and gutter construction 100 feet or more in length.~~

**7010, 3.07 QUALITY CONTROL, D. Pavement Thickness:** Add the following as the first sentences under 1: Coring of pavement will not be required by the City of Des Moines if depth checks of the plastic thickness of the pavement are within one-half inch of the design thickness. If the variance exceeds one-half inch this section shall apply.

**7010, FIGURE 7010.101, JOINTS:** On Sheet 2 of 8 under 'C' Joint in Curb add the following: The entire curb shall be sealed with Joint Sealant Material.

**7010, FIGURE 7010.101, JOINTS:** On Sheet 3 of 8 delete Note 11 and replace with the following Note 11.

11. Sawing and sealing of the joint is required. See Detail D-2. On Sheet 3 of 8 Joint Types KT-1, KT-2, and KT-3 shall not be used.

**7010, FIGURE 7010.901, PCC PAVEMENT JOINTING:** Add Note 6 with the following:

6. All new roadway pavements shall be a minimum width of 27 feet back to back with parking on one side and 33 feet with parking on two sides.

## SECTION 7020 – HOT MIX ASPHALT PAVEMENT

**7020, 3.01 HMA PAVEMENT,** Add the following new H.:

H. The paver shall be capable of paving a minimum continuous width of twenty (20) foot wide strip without seam. Pavers in tandem will be acceptable; however, an adequate number of personnel shall be available to operate both pavers simultaneously.

**7020, FIGURE 7020.901, HMA PAVEMENT:** Add Note 3 with the following:

3. All new roadway pavements shall be a minimum width of 27 feet back to back with parking on one side and 33 feet with parking on two sides.

## SECTION 7021 – HOT MIX ASPHALT OVERLAYS

**7020, 3.01 HMA PAVEMENT,** Add the following new C.:

C. The paver shall be capable of paving a minimum continuous width of twenty (20) foot wide strip without seam. Pavers in tandem will be acceptable; however, an adequate number of personnel shall be available to operate both pavers simultaneously.

## SECTION 7030 – SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

**7030, 1.08 MEASUREMENT AND PAYMENT**, Add new J. following:

**J. Cold Weather Protection:** When any type of additional protection described in 7010.3.04.A is necessary, additional payment will be made as extra work at the rate of \$1.00 per square yard of surface protected. Payment will be limited to protection within the contract period. Protection necessary after November 15 will be paid only when the Engineer authorizes the work.

**7030, 2.07 DETECTABLE WARNINGS:** Add the following sentence at the end: Only cast iron detectable warnings are allowed in the City of Des Moines.

**7030, 3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS, A. Form Setting:** Add the following new 6:

6. The turning space for a sidewalk or shared use path shall be formed separately from the adjoining ramps and sidewalk or shared use path.

**7030, 3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS, B. Concrete Pavement Placement, 1. Shared Use Path:** Add the following sentence at the end: "When the Portland Cement Concrete is delivered to the project on the prepared subgrade or subbase, the loads shall be limited to 5 tons for single axle vehicles or 10 tons for tandem axle or larger vehicles."

Add the following new 4:

4. Volumetric batching for Portland Cement Concrete will not be allowed unless authorized by the Engineer.

**7030, 3.04 PCC, SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS, B. Concrete Pavement Placement, 2. Sidewalk:** Add the following new g:

- g. The turning space for a sidewalk or shared use path shall be placed separately from the adjoining ramps and sidewalk or shared use path.

**7030, 3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS, F. Jointing: 4. Isolation Joints:** Delete b. and replace it with the following new b.

- b. For a sidewalk constructed with a driveway, install a ½" expansion joint on the property side of the sidewalk and a ½" expansion joint on the street side of the sidewalk.

**7030, 3.05 HMA SHARED USE PATHS AND DRIVEWAYS:** Add the following second sentence: When Hot Mix Asphalt is delivered to the project on the prepared subgrade or subbase, the loads shall be limited to 5 tons for single axle vehicles or 10 tons for tandem axle or larger vehicles.

**7030, FIGURE 7030.101, CONCRETE DRIVEWAY, TYPE A:** Delete the references to "E Joint" on the property side of the sidewalk and "C or E Joint" on the street side of the sidewalk, and replace with "install a ½" expansion joint on the property side of the sidewalk and a ½" expansion joint on the street side of the sidewalk". In addition, install a ½" expansion joint in the sidewalk at the extension of both edges of the driveway. Delete 7 and replace with the following 7; "Install a ½" expansion joint at the back of curb."

**7030, FIGURE 7030.102, CONCRETE DRIVEWAY, TYPE B:** Delete the references to "E Joint" on the property side of the sidewalk and "C or E Joint" on the street side of the sidewalk, and replace with "install a ½" expansion joint on the property side of the sidewalk and a ½" expansion joint on the street side of the sidewalk". In addition, install a ½" expansion joint in the sidewalk at the extension of both edges of the driveway.

**7030, FIGURE 7030.201, CLASSES OF SIDEWALKS:** The detail for CLASS A SIDEWALK shall be revised to delete the “4” min.” thickness dimension of the sidewalk and replace with “5” min.”.

**7030, FIGURE 7030.202, CURB DETAILS FOR CLASS A SIDEWALK:** On Detail 3 delete the note “Sealed ‘E’ joint” and replace it with the following note “Sealed ‘B’ joint”. On Detail 1, 2, and 3 delete the “4 min.” thickness dimension of the sidewalk and replace with “5” min.”.

## **SECTION 8030 – TEMPORARY TRAFFIC CONTROL**

### **8030, Add new 3.04.A – Traffic Control Deficiency Deduction**

A. Traffic Control Deficiency Deduction. When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from ½ hour to 12 hours based upon the urgency of the situation and nature of the deficiency as determined by the Engineer.

A traffic control deficiency may be any lack of repair, maintenance, or non-compliance with the traffic control plan. A traffic control deficiency may also be also applied to situations where corrective action is not an option such as the use of non-certified flaggers for short term operations; working with lane closures beyond the time allowed in the contract; or failure to perform required contract obligations such as traffic control surveillance.

If a Contractor fails to correct a traffic control deficiency within the specified time, a daily monetary deduction from the pay item for Traffic Control will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar days(s) will begin with the notification to the Contractor and end with the Engineer’s acceptance of the correction. The daily monetary deduction will be \$2,500. For those deficiencies where corrective action was not an option, this monetary deduction will be immediate.

## **SECTION 9010 – SEEDING**

**9010, 3.02 – AREA OF SEEDING:** Add A. and B.

A. Mobilize within 72 hours of a written order with sufficient labor, equipment, and materials to seeding work as ordered or approved by Engineer. Complete work within 7 calendar days of a written order.

B. Failure to mobilize and complete work within such time period, will result in a deduction of \$750.00 per calendar day from payment due under the contract, except when Engineer extends such time period.

## **SECTION 9020 – SODDING**

**9020, 3.03 – SOD INSTALLATION:** Delete A. and replace it with the following new A.

A. Do not install sod between the dates of June 1 and August 31, unless authorized by the Engineer.

B. Mobilize within 72 hours of a written order with sufficient labor, equipment, and materials to sod installation as ordered or approved by Engineer. Complete work within 7 calendar days of a written order.

C. Failure to mobilize and complete work within such time period, will result in a deduction of \$750.00 per calendar day from payment due under the contract, except when Engineer extends such time period.

## **SECTION 9040 – EROSION AND SEDIMENT CONTROL**

**9040, 1.03 – SUBMITTALS:** Add the following sentences: The Jurisdiction will not approve the contractor’s Stormwater Pollution Prevention Plan (SWPPP) or revisions to the SWPPP; instead, the Jurisdiction will

only review and comment on the SWPPP and any revisions. The contractor shall submit to the Engineer a copy of the Iowa Department of Natural Resources authorization prior to the Jurisdiction's issuance of the Notice to Proceed for the work.

**9040, 1.08 – MEASUREMENT FOR PAYMENT, A. Stormwater Pollution Prevention Plan (SWPPP):**  
Delete A. in its entirety and replace with the following A.

A. **Stormwater Pollution Prevention:** Item will be paid for as a lump sum for the project based on the following formula: 30% of the bid amount after review of the SWPPP by the Engineer and filing a Notice of Intent by the contractor, an additional 20% of the bid amount when 25% of the total original contract amount is earned, an additional 20% of the bid amount when 50% of the total original contract amount is earned, an additional 20% of the bid amount when 75% of the total original contract amount is earned, and the remaining 10% of the bid amount upon filing the Notice of Discontinuation by the contractor. Item shall include the following activities and work:

1. **Stormwater Pollution Prevention Plan (SWPPP) Preparation:** Item includes reviewing and preparation of any modifications necessary to the general SWPPP provided by the Jurisdiction based on the Contractor's proposed scheduling and construction methods, filing a Notice of Intent for coverage of the project under the Iowa DNR NPDES General Permit No. 2, and payment of associated NPDES permit fees. The Jurisdiction will publish the Public Notice of Storm Water Discharge and provide an affidavit of publication to the contractor.
2. **Management:** Item includes all work required to comply with the administrative provisions of the Iowa DNR NPDES General Permit No. 2; including record keeping, documentation, updating the SWPPP, filing the Notice of Discontinuation, etc. Item also includes weekly inspections required to satisfy the provisions of General Permit No. 2, unless otherwise stated in the contract documents.
3. **Inspection:** Item includes inspection of the disturbed areas, and erosion and sediment control measures performed by the contractor, at least once every seven (7) calendar days until the disturbed areas have been stabilized with a perennial vegetative cover of sufficient density to preclude erosion.
4. **Additional Erosion and Sediment Control Measures:** Item includes the cost of erosion and sediment control measures included in the contractor's modifications to the general SWPPP provided by the Jurisdiction that are either not included as bid items on the proposal or exceed 20% of the proposal unit quantity for the measure, as well as replacement of these measures if needed. The contractor will be paid at the unit bid price for additional erosion and sediment control measures constructed that are included in the contractor's modifications to the general SWPPP provided by the Jurisdiction when the quantity of these additional measures is less than or equal to 20% of the contract quantity for the measure.

**9040, 3.01 – SWPPP PREPARATION:** Delete in its entirety and replace with the following.

- A. Review and prepare any modifications necessary to the general SWPPP provided by the Jurisdiction based on the Contractor's proposed scheduling and construction methods. Prepare a Stormwater Pollution Prevention Plan (SWPPP) according to the requirements of the Iowa DNR NPDES General Permit No. 2.
- B. Have the SWPPP prepared by an individual experienced in erosion and sediment control.
- C. Ensure that controls utilized in the SWPPP conform to the type and quantity of erosion and sediment controls shown in the contract documents. See 9040,1.08, 4 above for measurement for payment of any erosion and sediment control measure used that is not shown in the contract documents or exceeds 20% of the contract quantity for the measure.
- D. Submit the completed SWPPP to the Engineer for review and comment prior to filing the Notice of

Intent.

- E. The Jurisdiction will publish the Public Notice of Storm Water Discharge, as required by the NPDES General Permit No. 2 and provide an affidavit of publication to the contractor.
- F. File the Notice of Intent and fee, as required by the NPDES General Permit No. 2.
- G. Prior to beginning grading, excavation, or clearing and grubbing operations, all erosion and sediment control measures identified in the SWPPP shall be installed or constructed.

**9040, 3.02 – SWPPP MANAGEMENT:** Delete C. in its entirety and replace with the following C.

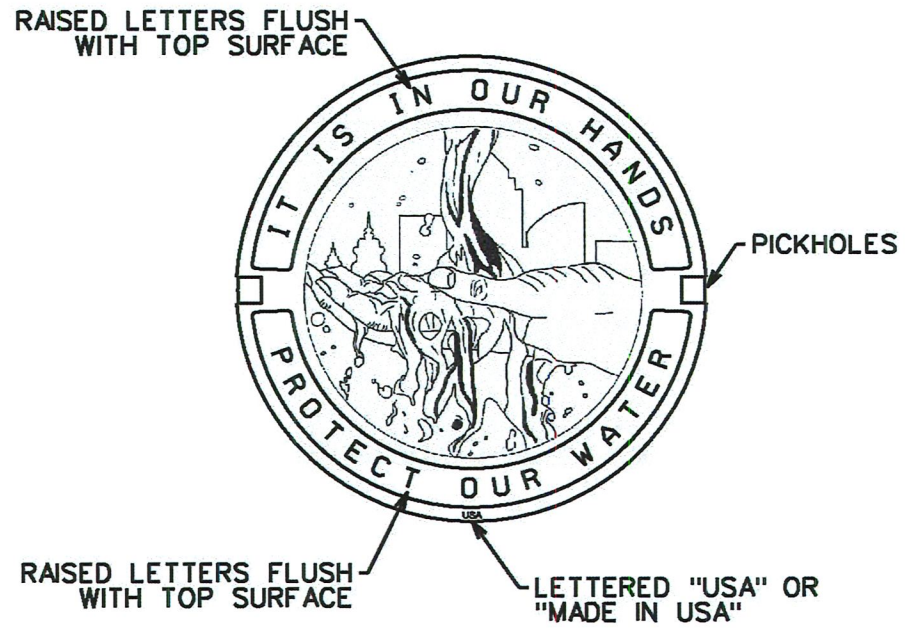
- C. Submit all SWPPP revisions to the Engineer for review and comment.

## **SECTION 9080 – CONCRETE STEPS AND HANDRAIL**

**9080, 2.01 – MATERIALS, B. Reinforcing Steel:** Add the following sentence at the end: “All reinforcement shall be epoxy coated.”



LID SHALL BE USED FOR TYPE E, TYPE F, AND TYPE G APPLICATIONS AS REFERENCED BY SUDAS FIGURE 6010.602.



MATERIAL: CAST GRAY IRON ASTM A-48, CLASS 35B  
FINISH: NO PAINT

TITLE: STORM SEWER LID FOR THE CITY OF DES MOINES, IOWA