

Response Due Date 7/27/2016		Time 1:00 PM	Location 800 Lincoln Way, Ames, IA	
Proposal Number 17002	Description Tile Crossing for Mitchell County			
Contract Begin Date	Contract Completion Date	Bid Bond NA	Performance Bond (Y/N) N	Liquidated Damages \$0.00
Purchasing Agent Assigned Laura Linduski	E-Mail Address laura.linduski@dot.iowa.gov	Phone 515-239-1429	Fax 515-239-1538	

RESPONDER INFORMATION				
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Contact Name	E-Mail Address	Phone	Fax	
Responder agrees to sell goods/services or both at the same prices, terms and condition to any other Iowa state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO			Responder is an Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO	

GENERAL INFORMATION

The entire contents of this solicitation; Addendums, Schedule of Prices, Specifications, Plans and Drawings, Supplemental Terms and Conditions, Standard Terms and Conditions shall become part of the contract or purchase order. **Faxed or email responses will be accepted.**

Acceptance/Rejection: The Iowa DOT reserves the right to accept or reject any or all responses and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to a supplier or service provider. The Iowa DOT reserves the right to accept the response which is deemed to be in the best interest of the state. Any unauthorized changes, additions, or conditional responses including any ties to other solicitations or any reservations about accepting an award or entering into a contract, may result in rejection of the response. Responses must remain available for award for (30) days from the due date indicated above.

Method of Award: Award shall be made to the lowest responsible, responsive responder whose response meets the requirements of the solicitation unless otherwise specified. An Iowa responder will be given preference over an out-of-state responder when responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Contracts: Successful contractor(s) may be sent either a formal contract or a purchase order. The contractor may not assign the contract to another party without written authorization from the Iowa DOT Purchasing Section.

Pricing and Discount: Unit prices shown in the response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the solicitation. If there is a discrepancy between the unit prices, extended price, or total amount of response, the unit price shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase order. Discounts for early payment are allowed, but not considered in award of the contract.

We certify that all materials, equipment, goods and/or services offered meet or exceed the specifications and requirements and will be supplied in accordance with the entire contents of this solicitation including delivery schedules.

Signed: _____

Date: _____

Schedule of Prices
RFB17002

Project Description: Tile Crossing for Mitchell County

Item No.	Description	Quantity	Unit/Price	Lump Sum
1	All equipment, labor and materials to complete the tile crossing for Mitchell County project as identified in specifications and drawings.	1 Job		\$ _____

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

Authorized
Signature:

Contact Person:

Company:

(Print Name)

Address:

Contractor number: _____

(City) (State) (Zip Code)

Phone No: _____

Email: _____

Fax No.: _____

I acknowledge receipt of addendums: _____

Section 1 Introduction & Solicitation Information

1.1 Purpose

The purpose of this Request for Bid (RFB) is to solicit responses from responsible, responsive bidders to provide the goods and/or services identified and described below as specifically described in Section 2 of this solicitation.

1.2 General

The owner of goods and/or services sought shall be the Iowa Department of Transportation (Iowa DOT).

1.2.1 Project Location

Iowa Department of Transportation Osage Maintenance Garage, 1945 Hwy 9, Osage, IA 50461.

1.2.2 Issuing Agent

The Issuing Agent, identified on the Solicitation Response page is the sole point of contact regarding the RFB from the date of issuance until the notice of intent to award is issued (selection of the successful bidder).

1.2.3 RFB posted on the Internet

Bidders are required to visit the Iowa DOT's website at:

www.iowadot.gov/purchasing/lettingschedule periodically for any and all addendums or other pertinent information regarding this solicitation.

The Iowa DOT must receive responses either **electronically or by standard mail on or before** the deadline on the Solicitation Response page. Any responses received after this deadline may be rejected.

Bidders must furnish all information necessary to be considered for award. Responses that fail to meet the mandatory requirements of the RFB will be disqualified. Verbal information provided by bidders shall not be considered part of the bidders' response.

1.2.4 Clarification

If a Bidder requires additional information to understand specifications found in Section 2 or any other part of the solicitation, all questions must be received in writing no less than 24 hours prior to the bid opening. The Iowa DOT reserves the right to contact Bidders after receiving responses for the purpose of clarification to ensure mutual understanding.

1.2.5 No Minimum Guaranteed Purchase

It is understood that the Iowa DOT considers this a best estimate only of requirements and makes no firm quantity commitment.

1.2.6 Incurring Costs

The costs of preparation and delivery of a response are solely the responsibility of the Bidder. No payments shall be made by the Iowa DOT to cover costs incurred by any Bidder for the preparation of any response.

Section 2 Specifications & Contractor Responsibilities

2.1 Purpose

The Iowa DOT is seeking qualified bidders to provide all materials, labor and equipment for a Tile crossing for Mitchell County.

2.2 Specifications

There is not enough depth of the existing ditch to an open outlet so the water will have to be discharged approx., one half mile to the east into a drainage ditch allowing an open outlet for drainage.

The installation shall consist of:

Approximately 75 feet of 12" pipe of tile bore under US 218 at MP 258.55 in Mitchell County. Connecting 12" field to existing 8" force main, continuing 12" tile East onto private property.

4" PVC inspection piping will installed approximately 1' outside of DOT ROW including T connections to the 12" tile as standard Road Plan DR-302 indicates. The minimum height of the inspection pipes will be 3' above ground level and they will be capped.

Upon completing the bore project and installations of the inspection pipes, the areas disturbed will be compacted, graded and seeded back with a rural seed mixture. 1" washed rock will be used for erosion control.

Coordination with the private property owner and their contractor is necessary to achieve the desired drainage depths.

Location Description: Section 23 &24, Twp. Mitchell T-99N, Range 17W on Highway No. US 218 generally located 5 miles North from City of Osage. Work proposed is more specifically located as being from 786+40 and 258.55 (Highway Station) to 786+40 Milepost and 258.55 (Highway Station) on both sides of the Highway.

2.3 Contractor Responsibilities

2.3.1 Contractors Construction Schedule

The Successful Bidder will, at the pre-construction meeting, submit a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Bidder will be expected to adhere to these dates as proposed.

2.3.2 Sub-Contractors

The Successful Bidder for the project shall furnish the Iowa DOT with a complete list of subcontractors and major material suppliers at the pre-construction meeting.

The Iowa DOT shall approve and maintain the list of subcontractors and major suppliers and issue a general approval of same after official award of the contract, subject to the specific requirements of the Plans, Specifications and the "General Conditions of the Contract, and of these supplementary Conditions," "Special Provisions," and elsewhere with contract documents, as applicable. Deviations from the list of subcontractors and material suppliers shall be made only with the specific approval of, or at the request of the Iowa DOT.

2.3.3 Verifying Work of Others

When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to the Iowa DOT project manager any defects in such work and/or discrepancies between executed work plans, drawings or specifications.

2.3.4 Guarantee

The Guarantee shall include, but not be limited to the following elements and services:

- a. Repair or replace defective materials, equipment, workmanship and installation that develops within the guarantee period, promptly and to Iowa DOT's satisfaction and correct damage caused in making necessary repairs and replacements, including all other damage done to areas, materials, and other systems resulting from the failure or defect, under guarantee by and at the expense of the Contractor.
- b. Replace material or equipment that requires excessive service during guarantee period, as defined and as directed by the Iowa DOT.
- c. Make all service calls, replacements, repairs and adjustments during the guarantee period without cost to the Iowa DOT.

2.3.5 Workmanship

All workmanship or labor provided upon award shall be warrantied for a period of not less than twelve (12) months. The Contractor shall be responsible for any damage to other work resulting from negligence either purposeful or accidental. The Contractor will be allowed a remedy period as mutually agreed upon. The warranty period of twelve (12) months shall begin on the date of final acceptance. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship.

Work shall be performed in best, most workmanlike manner by mechanics, Contractor personnel. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense. The Iowa DOT project manager shall notify the Contractor and set up a complete walk-through inspection.

2.3.6 Discriminatory Practices

All Contractors or subcontractors working under the terms of these projects are prohibited from engaging in discriminatory employment practices as defined by the Iowa Civil Rights Act of 1965. These provisions shall be fully enforced, as directed through Executive Order Number 34 dated July 22, 1988. Any breach of the provisions contained in the Iowa Civil Rights Acts of 1965 shall be regarded as a material breach of contract.

The successful bidder agrees that if awarded a contract to construct and/or remodel any portion of the project described in these specifications, neither the contractor nor any subcontractors will engage in any discriminatory employment practices based on race, color, creed, religion of natural origin and that they will in all contracts comply with all statutes of the State of Iowa against discrimination.

2.3.7 Use of Premises

The successful contractors shall confine all apparatus, storage of materials and construction to areas as directed by the Iowa DOT and shall not encumber the premises with materials.

Notwithstanding any approvals or instructions which must be obtained by the Contractors from the Iowa DOT in connection with use of premises, the responsibility for the safe working conditions at the site shall remain that of the Contractors.

2.3.8 Clean-Up

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

2.3.9 Safety and OSHA STDs

The successful bidder shall comply with Iowa Occupational Safety and Health Standards as found in 29 CFR Parts 1910 and 1926. Of particular importance are those standards referring to the use of personal protective equipment (PPE), fall protection and ventilation.

2.3.10 Safety and Health Regulations

The successful contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. Successful contractor shall comply with all requirements of the Occupational Safety and Health Act of 1970, Iowa Bureau of Labor and all applicable state and municipal laws, as well as building and construction codes. It is the successful contractor's responsibility to enforce all regulations that apply to these projects.

2.3.11 State of Iowa Building Code

All construction under this section shall conform to the requirements of the Iowa State Building Code. The provisions of the Iowa State Building Code will be strictly adhered to, and will take precedence over any local Governmental Body Regulations. Work not regulated by the Iowa State Building Code shall be performed in accordance with local Governmental Body Regulations.

2.4 Performance and Payment Bond

If the contracted, estimated value is \$25,000 or more, the successful Bidder shall furnish a performance bond covering the faithful performance of 100% of the Contract and the payment of all obligations arising thereunder.

One copy of the bond shall be submitted on Iowa Department of Transportation **Form 131070**. All items must be properly filled in, including Bidder's signature.

A Resident Commission Agent or attorney-in-fact must file a copy of the power of attorney.

- 2.5 Bid Bond (if required) Not Required on this Solicitation**
The Solicitation Response page will indicate the fixed percent of the bid security required based on the amount of the Bidder's bid. See also *Standard Terms and Conditions Section A-3.*

It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

The Bid Bond from the qualified responsive Bidder will be retained until an executed contract is in place and the required bonds and Insurance Certificates are in the possession of the Iowa DOT after which the bid security will promptly be returned.

2.6 Power of Attorney

Attorney-in-fact who signs the Bid Bond and/or Performance Bond must file with each bond a certified and effectively dated copy of the Power of Attorney. It is the responsibility of the Contractor to notify the surety company of the required amount of the bond. The surety is based on the percentage of the contractors total bid response.

2.7 Labor Regulations

All Bidders, before entering into a contract with the Department, must be registered with the Division of Labor in the Iowa Department of Workforce Development (515-281-3606) according to chapter 91C, Code of Iowa 2015. This pertains to contractor's who engage in the business of construction.

**2.8 DOT Responsibilities
(Before, during project and final acceptance)**

2.8.1 Inspection and Supervision

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT project manager John Mixdorf.
- Periodic site inspections will be carried on by the Iowa DOT project manager with the contractor to ensure coordination of the project.
- The Iowa DOT will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Iowa DOT project manager notice no less than 24 hours in advance of installation.
- The Iowa DOT project manager will be assigned to work with the successful contractor though out the project including walk through, inspections and final inspection.

Section 3 Supplemental Terms & Conditions

3.1 Contract Award

It is the intent of the Iowa DOT to award the contract to the responsible bidder whose submitted response is the most advantageous to the Iowa DOT, cost and other factors considered. Other factors include, but are not limited to: meeting or exceeding mandatory requirements, proposed staffing, and required time schedule.

Bid price will include all requirements listed in Section 2 to complete this proposed project. The Contractor shall be responsible for taking all sub-contractor responses and for all coordination between trades.

3.2 Contract Period

The date of completion shall be stated in calendar days on the Responder's Response, and if necessary, adjusted by mutual agreement between the Iowa DOT and successful contractor prior to executing the contract documents.

The Iowa DOT realizes that deliveries and site conditions have a definite bearing on the completion date. The Iowa DOT will demand diligence in the progression of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise the completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

3.3 Payments and Completion of Contract

Final payment shall be authorized not later than sixty (60) days following the completion and final acceptance of the contract, provided that the provisions herein and all other contract requirements have been fulfilled, accepted and approved, where no claims have been filed or following adjudication or release of claims as provided in Chapter 573 of the Code of Iowa.

No notification of payment being processed, no payment made to the Contractor, no partial payment nor the entire use or occupancy of the work by the Iowa DOT shall be held to constitute an acceptance, in whole or in part, by the Iowa DOT prior to making the final payment and acceptance in full completion of the contract.

3.5 Insurance Requirements

Contractor's Insurance

- It shall be the Contractor's responsibility to have liability insurance covering the entire project operations incident to contract completion and the Contractor(s) must have on file with the Contracting Authority a current "Certificate of Insurance" prior to award of contract. The certificate shall identify the insurance company firm name and address, contractor firm name, policy period, type of policy, limits of coverage, and scope of work covered (single contract or statewide). This requirement shall apply with equal force, whether the work is performed by persons employed directly by the Contractor(s) including a subcontractor, persons employed by a subcontractor(s), or by an independent contractor(s).

- In addition to the above, the Iowa DOT shall be included as “additionally insured”.
- The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall be not less than that required by Chapter 325A, Code of Iowa, for such truck operators or contract carriers as defined therein. For all other contractors, subcontractors, independent contractors, and the contracting authority, the minimum coverage by such insurance shall be as follows:

Commercial General Liability including Contractual Liability;

- Contingent Liability; Explosion, Collapse and Underground Drainage
- Damage; Occurrence Basis Bodily Injury; Broad Form Personal Injury; Broad Form Property Damage.

Bodily Injury

The contractor will purchase and maintain throughout the term of this contract the follow minimum limits and coverage:

- Each person \$750,000
- Each accident/occurrence \$750,000
- Workers Compensation \$750,000
- Statutory Limits \$750,000
- Employer's liability \$750,000
- Pollution Liability \$750,000
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

Builders Risk Insurance

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

3.6 Public Contract Termination

The provisions of Iowa law as contained in Chapter 573A of the Code of Iowa, an Act to provide for termination of contracts for the construction of public improvements when construction or work thereon is stopped because of national emergency, shall apply to and be a part of this Contract, and shall be binding upon all parties hereto, including subcontractors and sureties upon any bond given or filed in connection herewith.

Natural Resources Conservation Service
 United States Department of Agriculture

Subsurface Drainage

Participant: Hwy 218 Permit
 Location: SW 1/4 Sec 24 T99N R17W Mitchell
 County: Check.readme.txt County, Mitchell Co, IA
 Designer:
 Date: 03/10/2016

Checker:
 Date:

Hydraulics Formula, Version 2.2.1

0+00 - 17+50
 CP Tubing - Normal Inst. Condition
 3/8

Drain Material	Grade (ft/ft)	Acres (need)	Q(cfs) (need)	Q(cfs) avail	Acres (avail)	Size (in)	n	vel (fps)
Main	.0015	104	1.64	1.91	121.5	15	0.017	1.6
Main	.0035	104	1.64	2.92	185.5	15	0.017	2.4
Main	.004	104	1.64	1.72	109.4	12	0.017	2.2
Main	.005	104	1.64	1.93	122.3	12	0.017	2.5

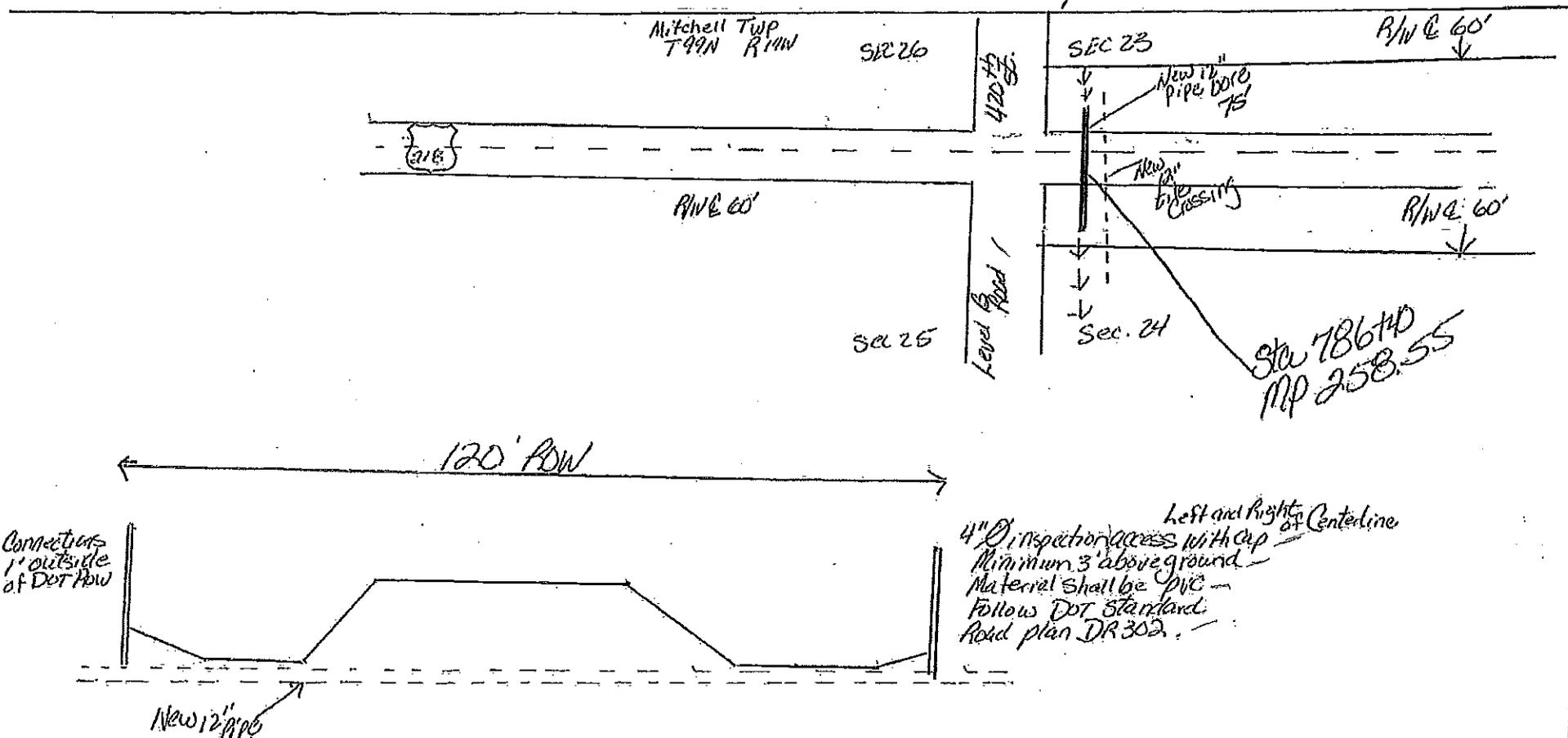
St 0+10 - 1195.10 }
 10+10 - 1196.60 } .15%
 16+10 - 1199.00 } .40%
 17+50 - 1199.70 } .50%

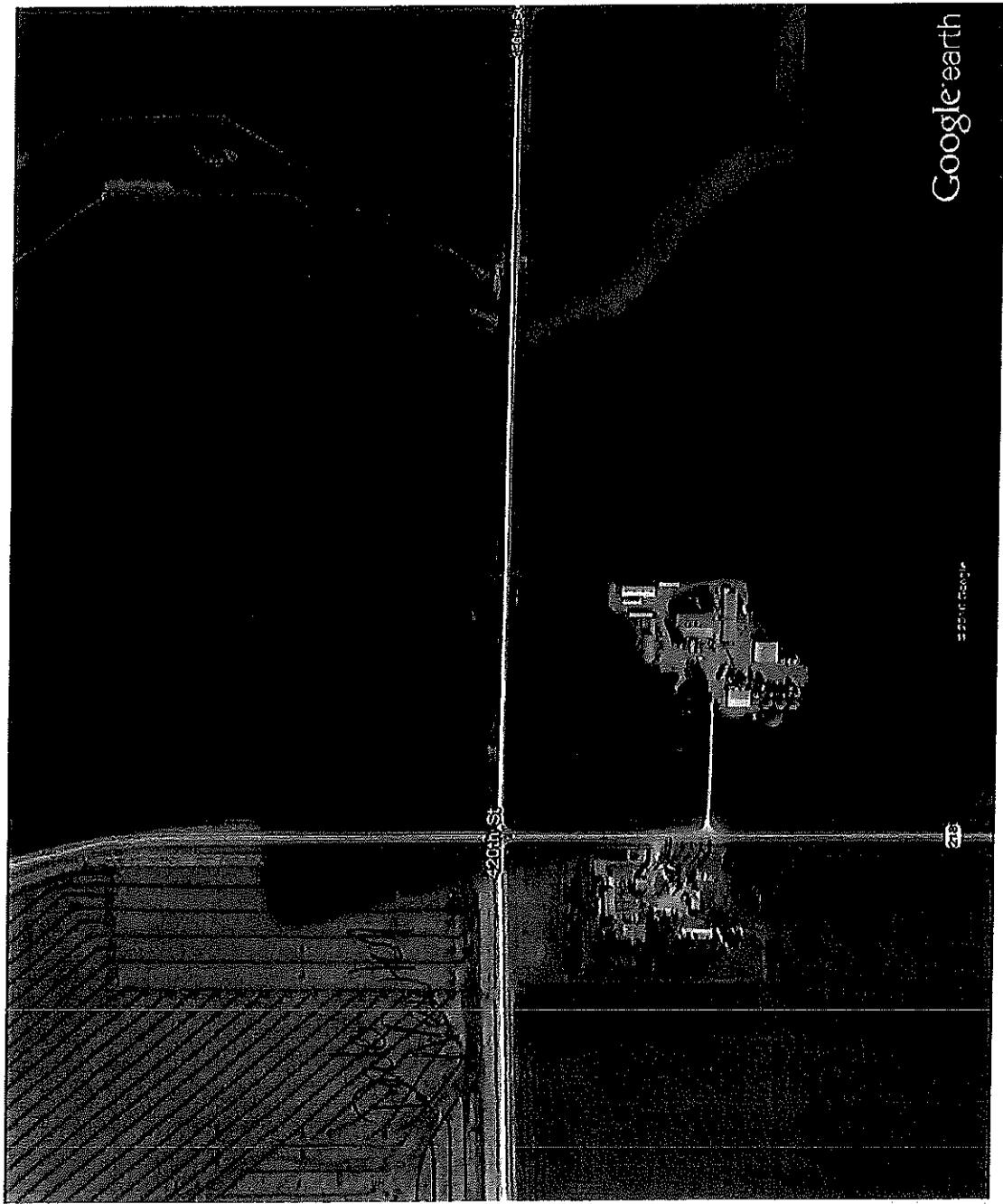


EXHIBIT

Permit Number: 6611-2016-001
Number: FA-45A
County: Mitchell
Primary Highway No.: US 218

Location Description: 1/4 Section: NA Section: 23/24 Township: 99N Range: 17W County: Mitchell
More specifically described as being 5 Miles North Direction From specific section line on public street City of Osage





Google earth

Google earth
feet 1000
meters 500



permit # 1601-2016-001
the Crossing under US 218 Mitchell County

FOR DEPARTMENT USE ONLY

Special Requirements - In addition to the stipulations above, the following special requirements shall apply to this permit
See attached DOT Standard Road Plan DR 302.

Applicant Signature and Agreement

The undersigned have read the stipulations of this permit agreement as stated, as well as attachments which may be included, and by signing this application agree to abide by all stipulations and to complete the work as proposed in compliance with the stipulations and attachments within one year from the date Department approval is granted for said request. Failure on the part of the applicant to abide by the stipulations or to construct the work desired as stipulated and within the time frame stated shall render this agreement and request null and void. The undersigned also agrees to save harmless the State of Iowa and the Iowa Department of Transportation from any damage or losses that may be sustained by any person or persons on account of the conditions and requirements of this agreement.

Applicant Signature and Agreement

I have read this Agreement, understand its provisions, and agree to abide by it and the utility accommodation policy of the Iowa Department of Transportation

Name of Agent (Print or Type)	Agent/Owner (Signature)	Title
	<i>Don R. Murty</i>	
Name of Owner (Print or Type)		Date
<i>DALE L. NEWTON</i>		<i>12/16/15</i>

The undersigned city joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned city and recommends action on said permit application as noted below by the delegated city official.

Recommend Approval Do Not Recommend Approval None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the City of	
e-Mail Address		

COUNTY ACTION (IF PROPOSED WORK CROSSES COUNTY RIGHT-OF-WAY, COUNTY ACTION IS REQUIRED)

The undersigned county joins in the grants embodied in the above permit executed by the Iowa Department of Transportation on condition that all of the covenants and undertakings therein running to the Iowa Department of Transportation shall inure to the benefit of the undersigned county and recommends action on said permit application as noted below by the delegated county official.

Recommend Approval Do Not Recommend Approval None Required

Handwritten Signature	Title	Date
Type or Print Name	Authorized Official for the County of	
e-Mail Address		

FEDERAL HIGHWAY ADMINISTRATION ACTION (WHEN REQUIRED)

Recommend Approval Do Not Recommend Approval None Required

Authorized FHWA Representative Signature _____ Date _____

DEPARTMENT OF TRANSPORTATION FINAL ACTION

Application Approved Application Denied

Authorized Highway District Representative Kathie Rustad, Engineering Operations Technician	Signature	Permit Number	Date
	<i>Kathie Rustad</i>	<i>661-2016-001</i>	<i>4/19/2016</i>
e-Mail Address kathie.rustad@dot.iowa.gov			

Notice of intention to commence activities on the highway rights-of-way shall be submitted by the applicant a minimum of 48 hours prior to actually commencing the activities as herein granted by this approved application. Notice is to be given to the following Iowa Department of Transportation representative. Except in emergencies a 10 day advance notice is required for lane restrictions of any kind:

Local DOT Contact Person (Type or Print Name) John Mixdorf, Highway Maintenance Supervisor	Phone Number (641)732-3637
Street Address 1945 Iowa 9	City/Town Osage
e-Mail Address johnny_mixdorf@dot.iowa.gov	State ZIP Code IA 50461-8155



Form 810025 (02-16)

APPLICATION AND AGREEMENT FOR USE OF HIGHWAY RIGHT-OF-WAY FOR UTILITIES ACCOMMODATION

FOR DEPARTMENT USE ONLY

Permit Number	Highway Number	County
661-2016-001	US 218	Mitchell
DOT Project Number FA-45A		Expiration/Completion Date 12/31/2016

APPLICANT (INDIVIDUAL OR COMPANY)

First Name	Middle Initial	Last Name	Phone Number	Ext
Date	L	Newton	(641)-420-8398	
Company Name			Phone Number	Ext
Street Address	City/Town	State	ZIP Code	
4539 Angle Road	Staceyville	IA	50476	
e-Mail Address	Secondary e-Mail Address			

INSTALLATION TO BE ACCOMMODATED

Approval is hereby requested to enter within the state highway (highway) for the determination of a utility installation as detailed on the attachments and further described as follows:

The installation shall consist of:
Approx. 75' of 12" pipe directionally bored under US 218. Connecting 12" field to existing 8" force main, continuing 12" file east onto private property.

The reason the crossing is being considered is because there is not enough depth of the existing ditch to open outlet so the water will have to be discharged approx. one half mile to the east into a drainage ditch allowing an open outlet for drainage.

See submitted bid from private contractor for doing the installation.

and shall be located as shown on the detailed plan attached hereto. (See current Iowa Department of Transportation Utility Accommodation Policy for submittal of detailed plan requirements. See Section 115.8 (3)) <http://www.iowadot.gov/traff/cloids/UtilityPolicy.pdf>

WORK SITE LOCATION

The proposed work as described above is located in Section 23 & 24, Twp. Mitchell T. 99N
 Range 17W on Highway No. US 218 generally located 5 (miles) North
 (direction) from City of Osage (city, county line, or other landmark). Work proposed is more
 specifically located as being from 786+40 (Milepost #) and 258.55 (Milepost #) and 258.55 (Highway Station)
 to 786+40 (Milepost #) and 258.55 (Highway Station) on the Both side of highway.

Disclosure Statement: The information furnished on this form will be used by the Department of Transportation to determine approval or denial of the application. Failure to provide all pertinent information will result in denial of the application. Information furnished is public information and copies may be provided to the public upon request.

The utility company, corporation, applicant, permit holder or licensee, (hereinafter referred to as the Permit applicant) agrees with the Iowa Department of Transportation (hereafter referred to as the Department) that the following stipulations and those special requirements as listed on this document shall govern under this permit after it is approved by the Department

A. General

1. The installation shall meet the requirements of local municipal, county, state, and federal franchise rules and regulations, regulations and directives of the Iowa State Commerce Commission, the Iowa Department of Natural Resources, all rules and regulations of the Department and any other laws or regulations applicable.
2. The Permit Holder shall be fully responsible for any future adjustments of the facilities within the established highway right-of-way caused by highway construction or maintenance operations.
3. As per Section 115.8(3) of the Utility Accommodation Policy, As-Built plans are due within 90 days after completion of construction, the utility owner shall submit to the district representative an as-built plan.
4. The work described in this permit shall be completed as proposed in compliance with the stipulations and special requirements within one year from the date Department approval is received for said request. Failure on the part of the Permit Holder to abide by the stipulations or in constructing the work described as stipulated and within the time frame stated shall render this agreement and request null and void. The Permit Holder also agrees to save the State of Iowa and the Department harmless of any damages or losses that may be sustained by any person, or persons, on account of the conditions and requirements of this agreement.
5. Non-compliance with any of the terms of the Department's policy, permit, or agreement, may be considered cause for shut-down of construction operations, revocation of the permit, or withholding of relocation reimbursement and/or withholding of future application approvals until compliance is confirmed. The cost of any work deemed necessary to be performed by the State in removal of non-complying construction will be assessed against the Permit Holder.

B. Construction and Maintenance

1. The location, construction and maintenance of the utility installation covered by this application shall be in accordance with the current Department's Utility Accommodation Policy. <http://www.iowadot.gov/traffic/adfs/UtilityPolicy.pdf>
2. Before beginning any work in the highway right-of-way, it is the responsibility of the Permit Holder to obtain an easement from the drainage district if necessary. The Department assumes no responsibility for advising the Permit Holder of each location of a drainage district crossing. It is the Permit Holder's responsibility to locate these crossings and obtain any necessary easements or permission from the drainage district. See Code of Iowa, Chapter 468 for additional information.
3. A copy of the approved permit shall be available on the job site at all times for examination by Department personnel.
4. Operations in the construction and maintenance of this utility installation shall be carried on in such a manner as to cause minimum interference to or obstruction of traffic on said highway.
5. Traffic protection shall minimally be in accordance with Part VI of the current Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall be responsible for correctly using traffic control devices including signs, warning lights, and channelizing devices as needed while work is in progress or the clear zone is impacted. Flagging operations are the responsibility of the applicant. The Department's TC XXX Series Standards are the preferred traffic control specification plans. http://www.iowadot.gov/design/stdline_tc.htm
6. The applicant shall seed and mulch all disturbed areas within the highway right-of-way and shall be responsible for the vegetative cover until it becomes well established. Any surfaced areas such as driveways or shoulders and sodded waterways and plantings which are disturbed shall be restored to their original condition. Any damage to any other underground facilities during installation shall be repaired at the permit holder's expense.
7. All personnel in the highway right-of-way shall wear ANSI 107 Class 2 apparel at all times when exposed to traffic or construction equipment.
8. As per Policy Section 115.4(9) parking or storage in the clear zone is prohibited. When not in actual use, vehicles, equipment and materials shall not be parked or stored within the clear zone or median.
9. Unless specifically noted in Special Requirements section, all work performed within the right-of-way shall be restricted to 30 minutes after sunrise to 30 minutes before sunset.
10. Pedestals shall be placed within 12 inches of the right-of-way line.
11. All above and below ground appurtenances (pedestals, hydrants, drains, accesses, etc.) shall be marked with high visibility posts and signs. The minimum height requirement for the signs shall be 5 foot. Urban Roadway Sections may be exempted with department approval.

C. Liability

1. To the extent allowable by law, the Permit Holder agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of the Permit Holder's facilities. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
2. The Permit Holder shall indemnify and save harmless the State of Iowa, its agencies and employees, from any and all causes of action, suits at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature, arising out of or in connection with the Permit Holder's use or occupancy of the public highway.
3. The State of Iowa and the Department assume no responsibility for damages to the Permit Holder's property occasioned by any construction or maintenance operations on said highway if the facilities are not located in accordance with this permit.
4. The State of Iowa, its agencies or employees, will be liable for expense incurred by the Permit Holder in its use and occupancy of the highway right-of-way only when negligence of the State, its agencies or employees, is the sole proximate cause of such expense. Whether in contract, tort or otherwise, the liability of the State, its agencies and employees, is limited to the reasonable, direct expense to repair damaged utilities, and in no event will such liability extend to loss of profits or business, indirect, special, consequential or incidental damages.

D. Notification

1. The Permit Holder is responsible for contacting Iowa One-Call (1-800-292-8889) and request the location of all underground utilities forty-eight (48) hours before excavation. Before beginning work in the highway right-of-way, the Permit Holder shall also contact any other known utility located in the area of the proposed work.
2. The Permit Holder agrees to give the Department forty-eight (48) hour notice of its intention to start construction or to perform routine maintenance on the highway right-of-way. Said notice shall be made to the local DOT contact person whose name is shown on Page 3.
3. **511 Notification**-In accordance with Iowa Code section 321.348, cities and utilities may not obstruct or close primary highways or primary highway extensions (State highways within city limits) without prior consent of the Iowa DOT, except in emergency situations. Before setting up a lane closure or a vertical/horizontal restriction of any kind on a primary highway, call your local Iowa DOT Maintenance garage and call the Traffic Management Center per attached documents. Except in emergency situations, a 10 day advance notice is required.

<http://www.iowadot.gov/traffic/utility/pdfs/511UtilityNotification.pdf>

E. Buy America

Buy America applies to relocations of utility facilities that must move due to highway projects under certain specific conditions that include reimbursable locations and relocations due to interstate projects. Please contact the Department's District Engineering Operation Technician (EOT) for more information on Buy America requirements or visit the following link: <http://www.iowadot.gov/traffic/utility/utility.html>

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