Addendum

Iowa Department of Transportation
Office of Contracts

Date of Letting: June 17, 2014 Date of Addendum: June 4, 2014

B.O.	Proposal ID	Proposal Work Type	County	Project Number	Addendum
011	57-1187-775	BRIDGE NEW - PPCB	LINN	STP-U-1187(775)70-57	17JUN011.A01

Notice: Only the bid proposal holders receive this addendum and responsibility for notifying any potential subcontractors or suppliers remains with the proposal holder.

Make the following changes to the PROPOSAL SCHEDULE OF PRICES:

Change Proposal Line No. 0170 2402-0425030 GRANULAR BACKFILL:

From: 392.000 CY To: 101.000 CY

Delete Proposal Line No. 0600 2506-4984000 FLOWABLE MORTAR; 50.000 CY

Change Proposal Line No. 0970 2601-2634100 MULCHING:

From: 3.200 ACRE To: 6.400 ACRE

Delete Proposal Line No. 0980 2601-2634150 MULCHING, WOOD CELLULOSE FIBER; 3.200 ACRE

Add Proposal Line No. 1071 2402-0425040 FLOODED BACKFILL; 91.000 CY

Add Proposal Line No. 1072 2402-0875150 COMPACTION WITH MOISTURE CONTROL (STRUCTURES); 385.000 CY

Add Proposal Line No. 1073 2601-2643110 WATERING FOR SOD, SPECIAL DITCH CONTROL, OR SLOPE PROTECTION; 1.000 MGAL

If the above changes are not made, they will be made as shown here.

Make the following change to the PROPOSAL SPECIAL PROVISIONS LIST and TEXT:

Add the following Special Provisions:

SP-126034 June 17, 2014

SPECIAL PROVISIONS FOR INSURANCE REQUIREMENTS

Linn County STP-U-1187(775)--70-57

Add the following Special Provisions:

SP-126035 June 17, 2014

SPECIAL PROVISIONS FOR SEEDING REQUIREMENTS

Linn County STP-U-1187(775)--70-57

Make the following change to the PLAN:

SHEET C.02:

Delete the note to the ESTIMATE REFERENCE INFORMATION for the item 2402-0425030, GRANULAR BACKFILL and replace with the following:

Item is for the bedding material for the box culvert as shown in the V-Sheets. See detail / cross section of the box culvert showing the bedding depth and location. Also refer to notes on Sheet V.33 for gradation requirements.

SHEET C.03:

Delete the note to the ESTIMATE REFERENCE INFORMATION for the item 2601-2634100, MULCHING and replace with the following:

See Seeding Requirements Special Provision for Materials, Construction, Method of Measurement and Basis of Payment.

Delete the note to the ESTIMATE REFERENCE INFORMATION for the item 2601-2636044, SEEDING AND FERTILIZING (URBAN) and replace with the following:

See Seeding Requirements Special Provision for Materials, Construction, Method of Measurement and Basis of Payment.

SHEET J.3:

Add the following note to the Staging Notes – "Temporary Shoring is to be provided under Stage 3 construction. The shoring will be needed to provide additional room to construct the culvert under traffic. The shoring is to be split on each side of the culvert constructed under Stage 2."

SHEET V.31:

Delete CULVERT BACKFILL DETAILS and replace with the attached MODIFIED STANDARD ROAD PLAN RF-30D BOX CULVERT (BACKFILL)

Delete Item No. 60 from the ESTIMATED CULVERT QUANTITIES tabulation.



SPECIAL PROVISIONS FOR INSURANCE REQUIREMENTS

Linn County STP-U-1187(775)--70-57

Effective Date June 17, 2014

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

The insurance limits listed following the third paragraph of Article 1107.02, A, of the Standard Specifications, are modified as noted below:

1. WORKERS COMPENSATION:

Statutory
500,000
500,000
500,000

2. CONTRACTOR'S GENERAL LIABILITY

a.	General Aggregate	\$ 2,000,000
b.	Products – Completed Operations Aggregate	\$ 2,000,000
C.	Personal and Advertising Injury (Per Person/	
	Organization)	\$ 1,000,000
d.	Each Occurrence (Bodily Injury and Property Damage)	\$ 1,000,000
e.	Fire Legal Liability Damage Limit (Any One Fire)	\$ 50,000
f.	Medical Expense Limit (Any One Person)	\$ 5,000
g.	Property Damage liability insurance will provide	

Explosion, Collapse, and Underground coverages.

h. Railroad protective insurance

	i. Each Occurrence	\$	0
	ii. Aggregate	\$	0
i.	Umbrella Liability	See Section 6g.	
j.	Excess Umbrella Liability	See Section 7.	

3. AUTOMOBILE LIABILITY

a.	Bodily Injury:	
	i. Each Person	\$ 1,000,000
	ii. Each Accident	\$ 1,000,000
b.	Property Damage:	
	i. Each Accident	\$ 1,000,000

c. Combined Single Limit of
d. Policy shall include contractual liability coverage and coverage on all owned, non-owned and hired vehicles.

4. CONTRACTUAL LIABILITY

a. Bodily Injury:

i.	Each Accident	\$ 1,000,000
ii.	Annual Aggregate	\$ 2,000,000

1,000,000

\$

b. Property Damage:

i.	•	Each Accident	\$ 1,000,000
ii.		Annual Aggregate	\$ 2,000,000

5. ADDITIONAL INSURANCES

- a. Umbrella See Section 6g.
- Rider covering traffic control operations.
 Any providers of signs, barricades, lights, or other traffic control devices must show evidence of insurance.

6. ADDITIONAL INSUREDS

- a. Insurance certificates shall specifically indicate, by name, the additional insureds which are to include CITY OF CEDAR RAPIDS, IOWA and its officers and employees.
- Additional Insured Endorsement Contractor shall purchase and maintain liability insurance, as described above, specifically naming as additional insureds CITY OF CEDAR RAPIDS, IOWA and its officers and employees.
- c. The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds with respect to liability arising out the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether available coverage be primary, contributing or excess.
- d. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an

- Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
- e. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- f. Assertion of Government Immunity. The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- g. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- h. No Other Change in Policy. The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.
- i. Cancellation and Material Changes Endorsement: 30 days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and 10 days written notice of non-payment of premium shall be sent to Public Works Department, attention: Project Manager, 1201 6th Street SW, Cedar Rapids, IA 52404. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.
- j. CONTRACTOR shall, prior to the start of any Work on the Project by any Subcontractor, confirm and verify that CONTRACTOR has received a certificate of insurance from each Subcontractor specifically:
 - naming CITY OF CEDAR RAPIDS, IOWA as additional insureds, under each subcontractors' policy of insurance and;
 - ii. that each subcontractors' policy of insurance naming CITY OF CEDAR RAPIDS, lowa as additional insureds specifically includes the additional Insured Endorsement language as required by paragraph 6.b. above.
- k. CONTRACTOR shall, prior to the start of any Work on the Project by CONTRACTOR or by any Subcontractor, submit to CITY OF CEDAR RAPIDS, IOWA:
 - i. a certificate of insurance for CONTRACTOR in compliance with the above paragraphs 6.a through 6.h.
 - ii. a certificate of insurance for each Subcontractor in compliance with paragraph 6.j.i. and 6.j.ii.
- I. That failure of CONTRACTOR or Subcontractor to comply with the above requirements with respect to the Additional Insured Endorsement and/or Certificate of Insurance, shall not be construed as waiver of those provisions by CITY OF CEDAR RAPIDS, IOWA as well as other persons and entities so identified.
- m. As an alternative to complying with items b through e above, CONTRACTOR may furnish to CITY OF CEDAR RAPIDS, IOWA an Owners' and Contractors' Protective (OCP) policy. OCP policy shall provide for bodily injury and property damage coverage equal to

- the sum of: the general aggregate limit for commercial general liability plus the amount specified for the umbrella coverage.
- n. The stated limits above can be obtained through individual policies or if CONTRACTOR desires to reduce underlying limits to minimums required by its insurance carrier, an umbrella policy must accordingly be provided to maintain overall total level of coverage. Any umbrella insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insureds as required of the primary policies.

7. UMBRELLA:

- a. An excess umbrella policy (pay on behalf form) with Limits of \$2,000,000 for Employer's Liability, Contractor's General Liability, (bodily injury, personal injury, and property damage), Automobile Liability and Contractual Liability on a combined basis shall be provided. Any Excess insurance shall be written on an occurrence basis and pay on behalf form and shall include the same endorsements and additional insured as required of the primary policies.
- b. Policy shall include CITY OF CEDAR RAPIDS, IOWA, and any others required as additional insureds.
- c. The types of insurance and the limits of liability indicated are the minimum required. The CITY OF CEDAR RAPIDS, IOWA does not warrant the adequacy of the types of insurance, or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. All insurance shall be provided on an occurrence form basis. Insurance certificate(s) must clearly disclose, on its face, that coverage is on an occurrence basis and that it cannot be cancelled or materially altered without giving the CONTRACTING AUTHORITY written notice 30 calendar days prior to cancellation, or alteration.

8. INSTRUCTIONS FOR PREPARING INSURANCE CERTIFICATES

- a. The Contractor shall furnish the CITY OF CEDAR RAPIDS, IOWA with Certificates of Insurance and a copy of the policies. Before commencing any performance under this Contract, the Contractor shall deliver all of the Certificates of Insurance to the CITY OF CEDAR RAPIDS, IOWA certifying that the policies stipulated above are in full force and effect.
- b. Insurance documents shall be prepared according to the following instructions. Also refer to attached sample forms on the following pages for further explanation, and which show where the below instructions numbered "i" to "v" apply.
 - All addresses on the certificate should list a street address (not just a PO Box address).
 - ii. "The City of Cedar Rapids, Iowa and its officers and employees shall be named as additional insureds" without restrictions on the successful bidder's, subcontractor's and independent contractor's liability insurance policies and certificates of insurance.
 - iii. The liability limits shall be according to the contract documents. General liability coverage must be on a claims occurred basis.
 - iv. The project name and project number being covered must appear on the face of the certificate.
 - v. If the policy must be endorsed with respect to including the certificate holder as an additional insured, evidence must be attached to the certificate to indicate that the policy is endorsed.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY			TORY LIMITS ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE	ł		E.L. EACH ACCIDENT	\$ 500000
OFFICER/MEMBER EXCLUDED? If yes, describe under		1.	E.L. DISEASE - EA EMPLOYEE	
SPECIAL PROVISIONS below OTHER			E.L. DISEASE - POLICY LIMIT	\$ 500000
SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY END	DORSEMENT / SPECIAL PRO	SMEIDING		
The City of Cedar Rapids, Iowa, as additional insureds.			oyees shall b	e named
Project covered "Project Name	" and Contr	act No	<u></u>	
ERTIFICATE HOLDER	CANCELLAT	ION		
	SHOULD ANY C	OF THE ABOVE DESCRI	SED POLICIES BE CANCELLED	BEFORE THE EXPIRA
City of Cedar Rapids	DATE THEREO	F, THE ISSUING INSURE	ER WILL ENDEAVOR TO MAIL	DAYS WRITT
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SAMPLE FORM



DEPARTMENT OF COMMERCE IOWA INSURANCE DIVISION 330 MAPLE ST. DES MOINES, IOWA 50319

IOWA INSURANCE PRODUCER'S LICENSE

THE NAMED PRODUCER IS AUTHORIZED TO REPRESENT EACH COMPANY WHICH HAS AN APPOINTMENT REGISTERED WITH THIS DIVISION FOR THE LINES OF INSURANCE INDICATED BELOW

LICENSE NUMBER
XXXXXXXX

DATE OF BIRTH

QUALIFICATIONS XXXXXXXXX

XXXXXXXX

ISSUED XXXX

EXPIRES XXXX

COMMISSIONER OPANSURANCE

KEEP THIS LICENSE IN YOUR POS-SESSION AT ALL TIMES. OBTAIN A DUPLICATE BY SENDING \$10 WITH YOUR NAME, ADDRESS AND LICENSE NUMBER TO THIS DEPARTMENT.

QUALIFICATION CHART

1-FIRE
2-CASUALTY
3-AUTO
4-CROP
5-SURETY
6-A and H
7-LIFE
8-COUNTY
MUTUAL
9-VARIABLE/LIFE
VARIABLE
ANNUITY

12-LIFE, A and H
14-PERSONAL LINES
15-ALL LINES BUT VC
16-PERS LINES NO CROP
17-COMMERCIAL LINES
18-CREDIT
19-LEGAL EXPENSE
20-SURPLUS LINES
21-PROPERTY
22-CASUALTY

MUTUAL 21-PHOPERTY
9-VARIABLE/LIFE 22-CASUALTY
VARIABLE 23-RECIPPOCAL
ANNUITY 30-NONRESIDENT PROPERTY
11-ALL BUT LIFEVC 31-NONRESIDENT CASUALTY

SAMPLE FORM



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

City of Cedar Rapids 1201 6th Street, S. W. Cedar Rapids, Iowa 52404

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CG 20 26 11 85

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Page 1 of 1



SPECIAL PROVISIONS

FOR

SEEDING REQUIREMENTS

Linn County

Project Number

STP-U-1187(775)--70-57

Effective Date

June 17, 2014

THE IOWA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, SERIES 2012, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND THEY SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

126035.01 **DESCRIPTION**.

This work includes preparation of the seedbed, furnishing and installing seed, fertilizer and mulch. This seed mixture shall only be sown between the dates of March 15 to May 31, and between August 10 and September 10. In the Spring, commence seeding only when ground temperatures are 55 degrees Fahrenheit or above. The seeding dates listed above are not eligible for extension.

126035.02 MATERIALS.

A. Seed.

Seed mixture shall be as follows:

A. Type 1A, Lawn Mixture, Sun and Shade Conditions
 Type of Seed
 Kentucky Bluegrass Cultivar

Application Rate (lb/acre)

Kentucky Blue Grass Cultivar (not same variety as	35
above)	
Creeping Red Fescue	105
Certified Fine-leafed Perennial Rye Grass	25
Certified Fine-leafed Perennial Rye Grass (not same	25
variety as above)	
TOTAL	225 lb

Seed Quality

	<u>Purity</u>	<u>Germination</u>
Blue Grass	95	85
Perennial Rye Grass	95	90

Permitted Bluegrass cultivars include the following (Certified varieties):

Absolute	Blue Chip	Glade	NuGlade
American	Blue Moon	Liberty	Nustar
Apex	Dellwood	Meret	Quantrum
Award	Dragon	Midnight	Ram I
Barron	Eclipse	Nublue	Rugby II

Permitted Varieties of Fine-leafed Ryegrass include the following (Certified Varieties):

Accent	Calypso	Elf	Prizm
APM	Cocomo	Exacta	SR 4200
Blazer III	Cutter	Omega III	SR 4400
Caddy Shack	Dandy	Pennfine	

B. Fertilizer

Fertilizer shall comply with the rules of the Iowa Department of Agriculture and as follows:

- 1. The grade of fertilizer will be identified according to the percent nitrogen (N), percent of available phosphoric acid (P₂O₅), and percent water soluble potassium (K₂O), in that order, and approval will be based on that identification.
- 2. All fertilizer shall be furnished from an established fertilizer dealer and guaranteed percentage analysis shall be provided by the fertilizer supplier on each container with the proper scale weight records.
- 3. Fertilizer shall be of a type that can be uniformly distributed by the application equipment. Fertilizer may be furnished in a dry or liquid form.

- 4. when applied dry, the fertilizer shall be a granular, non-burning chemically combined product composed of not less than 50% organic slow acting, guaranteed analysis professional fertilizer. Granular or pellet form shall be uniform in composition, dry, and free flowing without caking or other damage not suitable for use.
- 5. When applied in a liquid form, fertilizer may be chemically combined or may be furnished as separate ingredients.
- 6. Upon request, the Contractor shall provide a test of the fertilizer for conformance with the required analysis at no additional compensation; a tolerance of 1.0 percentage point plus or minus of that specified will be considered to be in substantial compliance.

C. Mulch.

Mulch materials shall be in accordance with "Article 4169.07" of the Standard Specifications. Straw type mulch shall not be allowed.

126035.03 CONSTRUCTION.

A. Seedbed Preparation.

Seedbed preparation shall be in accordance with "Article 2601.03, B" of the Standard Specifications. A rotary tiller will be required for the preparation of the seedbed. The seedbed shall be firm, smooth, and reasonably free of any material ¼ inches in diameter or greater including clods, rocks, and other debris prior to the application of seed.

B. Application of Fertilizer.

Application of fertilizer shall be in accordance with "Article 2601.03, B" of the Standard Specifications. Fertilizer shall be applied prior to preparation of the seedbed.

C. Seed Preparation.

Preparation of seed shall be in conformance with "Article 2601.03, B" of the Standard Specifications.

D. Application of Seed.

Seed application and sowing shall be in conformance with "Article 2601.03, B". The contractor shall have the option to use either hydraulic or conventional seeding methods as outlined above. Seed shall be applied at a rate of 225 lb/acre in a split application with a minimum of two passes.

E. Reseeding, Refertilizing, and Remulching.

"Article 2601.03, F" of the Standard Specifications shall apply to areas requiring reseeding, refertilizing, and remulching.

F. Watering of Seeded Areas.

The Contractor shall provide watering equipment and an approved water supply before seeding work is started. Following placement of the materials as specified, the area shall be watered not later than the day following placement. Three additional waterings shall be applied at approximately 1 week intervals at the discretion of the Engineer and subject to local weather conditions. Additional watering may be required at the discretion of the Engineer. The project quantities include up to 10 waterings. If watering is required beyond 10, they will be paid at the contract unit price.

All waterings shall be sufficient to saturate thoroughly the seedbed to a depth of approximately 3 inches. Each watering may require a maximum of 50 gallons of water per square, and the water shall be applied as a spray or dispersion to prevent damage to the seedbed. Each watering shall be completed within a 4 hour period, and more than one application for each watering may be necessary to provide adequate saturation without runoff.

G. Completion of the Work

The Contractor shall perform seeding operations along sections of the project as they become completed to stabilize areas with permanent seeding as soon as practical (this seeding must be done within the seeding dates specified herein).

The contractor shall clean up, remove, and dispose of any excess materials, debris, and rubbish generated by the seeding operations. Hose down and/or broom clean all paved surfaces. Repair any damage resulting from seeding operations including hydraulic slurry overspray from buildings, landscaping, mulch, sidewalks, pavement, and any areas not specified for application.

126035.04 METHOD OF MEASUREMENT.

Measurement for seeding and fertilizing will be plan quantity on an area (acre) basis. No measurement will be made.

Measurement for watering will be measured for payment by counting loads from a transporting tank of known volume or by metering.

Measurement for mulching will be plan quantity on an area (acre) basis. No measurement will be made.

126035.05 BASIS OF PAYMENT.

For the plan quantity of seeding and fertilizing completed, and the plan quantity of mulching completed, the Contractor will be paid the contract unit price per acre. This payment shall be full compensation for preparing the area and furnishing and applying each material. This payment shall also include any cleanup and other miscellaneous items listed in the Completion of Work section of this Special Provision.

For the quantity of water applied, the Contractor will be paid the contract unit price per 1,000 gallons.

Payment for all the above items shall be full compensation for furnishing all materials, equipment, tools, and labor necessary to complete the work according to the contract documents. It includes removal of rock and other debris from the area, filling gullies and washes, preparing the seedbed, furnishing and placing seed including any treatment required, rolling the seedbed, furnishing and placing fertilizer and mulch, tucking the mulched areas, furnishing and applying water and other care during the care period.

Payment will not be allowed for the seeding and fertilizing areas until the watering, as specified, has been completed. Areas which are damaged by weather or other causes before the specified initial watering has been completed shall be replaced or repaired, at the discretion of the Engineer, at the Contractor's expense.

Areas of completed work which are damaged by weather or other causes during the care period and which are repaired at the direction of the Engineer will be paid for at the contract unit prices for the respective types of work involved. Should the repair work not be done with reasonable promptness, payment for repair will be limited to the work described at the time of notification.

