



INSTRUCTIONS FOR EXECUTION OF PRIVATE CONSTRUCTION CONTRACT DOCUMENTS

Scope - This instruction is intended to explain how to complete the necessary paperwork for presentation of a private construction contract to City Council for approval; and explain some of the "due process" associated with the contract. The work must be completed in accordance with the SUDAS Standard Specifications 2014 Edition dated October 15, 2013. The SUDAS Standard Specification may be viewed at the Iowa SUDAS website

<http://www.iowadot.gov/erl/current/US/Navigation/nav.htm> or can be purchased only from:

Iowa State University, Institute for Transportation (InTrans)

SUDAS Program, Beth Richards - ISU Research Park

2711 S. Loop Drive, Suite 4700, Ames, Iowa 50010-8664

Phone: 515-294-2869, Fax: 515-294-0467, E-mail: brich@iastate.edu

The Private Construction Contract and Performance, Payment & Maintenance Bond Forms are available on the Engineering Department Website in both WORD and PDF formats. The WORD versions are in text-protected formats, whereby you can only enter data in the appropriate locations, which are shown as gray-scaled text boxes. You can simply TAB from one text box to the next when entering data. The text boxes will expand as you enter data. You should download and save the forms onto your computer each time you prepare a contract to insure that you have the current forms. You cannot save the completed form on the website.

Private Construction Contract - The first paragraph of page 1 should be completed by entering the date the contract is signed by the Owner and the Contractor and the company names should be entered. The company names must be the complete legal name of the company as registered with the Iowa Secretary of State if required. The information in the upper right, above the first paragraph, will be supplied by the Engineering Department at the time the contract is presented to City Council.

Article I: Scope of Work - Complete the first paragraph by inserting a brief improvement and location description of the project. The type of work and location of the work must be included. The location description should include the subdivision name, street name, and limits. Where the project is being built to service one structure, the building number must be given. For example:

Sanitary Sewer Improvements north of Laurel Street between 4th & 5th Streets to service Mercy Medical Center Office Buildings at 401 Laurel Street as per Plan File No. 284-002

The Engineering Department for our record storage issues the plan file number when the plan is approved by the City Engineer. The quantity of work shall be shown on Private Construction Contract Attachment A.

Article II: Commencement and Completion of Work - The anticipated start and completion dates shall be entered in the blanks provided.

Article III: The Contract Sum - The Contract Sum is the compensation to be paid by the Owner to the Contractor and should be entered in the space provided.

- If the Contractor is to be paid based upon a lump sum price, this amount should be entered on the contract; and only the Item Number, Description, and Quantity of the work as shown on the construction plans need to be completed on the Private Construction Contract Attachment A.
- If the Contractor is to be paid based upon the total amount of the actual quantities constructed, instead of based upon a lump sum price, then the Item Number, Description, and Estimated Quantities of the work as shown on the construction plans as well as the Unit Prices, and Total Prices are to be listed on the Private Construction Contract

Attachment A. The total contract sum should be entered in the space provided for the contract sum.

Article IV: GENERAL

- A. General Bonds, Insurance and Indemnity - The Contractor must provide four (4) Certificates of Insurance in compliance with Section 1070, Part 3 – Bonds and Insurance, of the SUDAS Standard Specifications, and four (4) Performance, Payment and Maintenance Bonds.
- B. Engineering Services - The City of Des Moines will assign engineering and inspection personnel to assure compliance with the Standard Specifications. The Owner shall hire a licensed surveyor to do all survey work.
- C. Inspection Coordination - A minimum of 24-hours prior to beginning any construction, the Contractor must call 515-283-4177 or cellular 515-208-4177 for an inspector to be assigned.
- D. Non-Discrimination (Self explanatory)
- E. Fees Paid by the Owner - At the time the contracts, bonds, and insurance are presented to the Engineering Department, the Owner must also pay the administration, inspection, and testing fees for each paving, sanitary sewer, and storm sewer contract as outlined below. The City Engineer will not present the contract to the City Council for approval and permission to construct until all fees have been paid. The City Council has directed that fees city-wide should cover the City's cost to administer the service, so that those who use the service pay the full cost, and not be subsidized with tax dollars. The administrative fee covers the cost of plan review, contract review and preparation of Council documents as well as Legal review and City Clerk work, and final contract acceptance. The inspection and testing fee is based upon average costs to provide these services on past private construction contracts. In the past, the Owner was invoiced the Engineering Department's actual cost for inspection and testing at completion of the project.

The Owner agrees to pay the City's administrative, inspection, and testing fees in accordance with Section 94-321, Municipal Code of the City of Des Moines, at the time the private contracts are submitted to the City Engineer for review and prior to presentation to City Council for approval and permission to construct the improvement. Said fees were established by the City Council on December 18, 2002, under Roll Call No. 02-3007 as follows:

Description of Service/Permit	Fee
Administrative Fee for private construction contracts	\$900.00 per contract
Inspection and Testing Fee for private Paving construction contracts	6% of the first \$30,000 of construction contract cost and 2% thereafter
Inspection and Testing Fee for private Sanitary Sewer construction contracts	8% of the first \$30,000 of construction contract cost and 3% thereafter
Inspection and Testing Fee for private Storm Sewer construction contracts	8% of the first \$30,000 of construction contract cost and 2% thereafter

EXAMPLE FEE CALCULATION FOR SANITARY SEWER:

Enter data for this contract (sanitary sewer or storm sewer or paving) and calculate fee below. The sample below is for a \$51,566.00 sanitary sewer contract. Follow the instructions on the contract form.

Payment should be made payable to the City of Des Moines and presented with this contract.

Sanitary Sewer Fee: Construction Amount \$ 51,566.00

Administrative Fee: \$900.00 \$ 900.00

Inspection and Testing Fee:

8% of first \$30,000 of sanitary sewer construction cost \$ 2,400.00

3% of the remaining sanitary sewer construction cost over \$30,000 \$ 646.98

Total Sanitary Sewer Fee: \$ 3,946.98

Contract Execution - The Contractor and the Owner must sign the document and type their name and complete address including zip code on page 4. The Owner and Contractor shall provide the name and title of the company's owner, president, CEO, etc., in the space provided if different from the person executing the contract. The Des Moines City Council requires this information to be shown on all Council Communications. The Contractor shall also provide its Contractor's Publication Registration Number with the Iowa Commissioner of Labor. Out-of-State Contractors must also provide information regarding its Out-of-State Contractors Project Bond with the Iowa Division of Labor in accordance with the instructions on page 4. The Owner must complete and have notarized either the "Owner's Corporate Acknowledgement", "Owner's Partnership Acknowledgement", "Owner's Individual Acknowledgement" or the "Owner's Limited Liability Company Acknowledgement" on page 6 depending upon whether the Owner is an individual, corporation, partnership or LLC. Similarly, the Contractor must complete and have notarized the appropriate Contractor's Acknowledgement on page 7. The Private Construction Contract Attachment A on page 5 must also be completed following the instructions on the attachment.

The Contract Document must be submitted in quadruplicate with original signatures on each of the four documents. After the contract is presented to City Council, distribution of these four documents will be to the City Clerk, Engineering Department, Owner, and Contractor.

Pages 8-11 are the current Supplemental Specifications that will apply to the contract.

Performance, Payment & Maintenance Bond for Private Construction Contracts - Page 1 of this bond shall be completed by inserting in the first paragraph the Contractor's Company Name (Principal), the Surety's Name, and the full contract sum from the Private Construction Contract as the penal sum. The Surety shall also insert their bond number in the space provided in the upper right corner of each page of the bond. The second paragraph shall be completed by inserting the name of the Owner as stated on the Private Construction Contract, the date said contract was signed (same date as in the first paragraph of said contract), and the scope of work as stated under Article I of said contract.

Page 4 of this bond requires the signature of the Contractor as well as the Surety's Agent. The Surety must provide all the information requested in the lower right of Page 4 under "Surety". The date above the signatures on Page 4 should be completed as the date the bond is executed. A Certificate or Power of Attorney shall be provided with each copy of the bond and should be dated the same date as the date of the bond execution. All signatures on the Performance, Payment & Maintenance Bond must be original signatures in ink; signature stamps, copies or facsimile of any signature will not be accepted. The bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying the bond must be valid on its face and sealed with the Surety's raised, embossing seal.

Submit four sets of completed bonds with original signatures and a Certificate or Power of Attorney attached to each bond.

Proof of Insurance

The Contractor shall provide to the City of Des Moines (Jurisdiction) a Certificate or Certificates of Insurance evidencing all required insurance coverages as required in Section 1070, Part 3 – Bonds and Insurance, of the SUDAS Standard Specifications, utilizing the ACORD certificate form, or equivalent. The Certificate of Insurance requirement may be satisfied with a blanket certificate. All Certificates must show the agent's company name and address along with the contact agent's name, telephone number and fax number so the Jurisdiction can make direct contact for questions and revisions. A sample Certificate with endorsements is attached. Additional insurance information is available on the Engineering Department Website. If you have questions, call 515-283-4560.

The Description of Operations on the Certificate of Insurance for the work must state either: 1) Blanket certificate of coverage of all work, services, or projects with the Jurisdiction, or 2) Identify the specific project by name and project number. The Contract will not be submitted to the City Council for approval by the Jurisdiction until all Certificates of Insurance are correct and have received staff approval.

If the Contractor has an approved blanket certificate on file with the Jurisdiction, no further proof of insurance is needed for the private contract. If the Contractor submits proof of insurance for each project, four copies of the Certificate of Insurance should be submitted with the contract and bond for approval. An example of a completed Certificate of Insurance showing format acceptable to the Jurisdiction under said Section 1070, Part 3, is attached for reference; however, the Contractor should verify that the insurance requirements of said Section 1070, Part 3, have not been changed by special provision or supplemental specifications included in the contract documents.

General - Feel free to make as many copies as you desire; however, the Engineering Department needs original signatures on all four (4) sets of documents including the Contract and Performance, Payment & Maintenance Bond. Four (4) Certificates of Insurance are needed only if the Certificate is submitted for a specific project. If the Contractor has an approved blanket Certificate on file, no further proof of insurance is required. Please contact Ron DeGroot, P.E., Deputy City Engineer – Administrative Services at 515-283-4218 if there are any questions.

Fully executed documents should be submitted to the City Engineer's Office, Second Floor of City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa, 50309-1891.

ACORD . CERTIFICATE OF INSURANCE (Issue date)							
PRODUCER Your insurance broker/agency Address Phone number Fax number Agent name/contact person				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. COMPANIES AFFORDING COVERAGE COMPANY A Applicable insurance carrier name COMPANY B Applicable insurance carrier name COMPANY C Applicable insurance carrier name			
INSURED: Your company name Address Phone number Fax number				COMPANY B Applicable insurance carrier name COMPANY C Applicable insurance carrier name			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
A.	GENERAL LIABILITY	1680981W253TIA97C	mm-dd-yyyy	mm-dd-yyyy	GENERAL AGGREGATE		\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OTHER AGG		\$2,000,000
	<input checked="" type="checkbox"/> PER OCCURRENCE				PERSONAL & ADJUTANT INJURY		\$2,000,000
	<input type="checkbox"/>				EACH OCCURRENCE		\$2,000,000
	<input checked="" type="checkbox"/> General Aggregate Project				FIRE DAMAGE (Any fire)		\$50,000
					MED EXP (Any person)		\$5,000
B	AUTOMOBILE LIABILITY	1680981W2533TIA97C	mm-dd-yyyy	mm-dd-yyyy	COMBINED SINGLE LIMIT		\$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (person)		\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (accident)		\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE		\$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
C	WORKERS COMPENSATION EMPLOYERS LIABILITY	1680981W2533TIA97WC	mm-dd-yyyy	mm-dd-yyyy	STATUTORY LIMIT		
	E.L. EACH ACCIDENT				\$500,000		
	E.L. DISEASE POLYMER LIMIT				\$500,000		
	E.L. DISEASE EMPLOYEE				\$500,000		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/S SPECIAL ITEMS Covers all operations performed by the insured for the certificate holder during the policy year. As required by contract, the City of Des Moines' Additional Insured, Governmental Immunities & Cancellation and Material Change endorsements have been included, per attached. Fellow employee exclusion deleted for managers and supervisors under General Liability and Automobile Liability.							
CERTIFICATE HOLDER City of Des Moines Engineering Department 400 Robert D. Ray Drive Des Moines, Iowa 50309				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE			

ENDORSEMENTS

CITY OF DES MOINES, IOWA ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, 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 of the Insured's work and/or services performed for the City of Des Moines, 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 other available coverage be primary, contributing or excess.

CITY OF DES MOINES, IOWA GOVERNMENTAL IMMUNITIES ENDORSEMENT (For use when including the City as an Additional Insured)

1. Nonwaiver of Government Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. 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 it may be amended from time to time.
3. Assertion of Government Immunity. The City of Des Moines, 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 Des Moines, Iowa.
4. 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 Des Moines, 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 Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CITY OF DES MOINES, IOWA CANCELLATION AND MATERIAL CHANGES ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: Engineering Department, City of Des Moines, City Hall, 400 Robert D. Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.