



**DES MOINES WATER WORKS  
AGREEMENT DOCUMENTS  
AND  
SPECIFICATIONS**

**ASPHALTIC CONCRETE  
SURFACE PATCHES**

**Des Moines, Iowa**



**ASPHALTIC CONCRETE SURFACE PATCHES**

**DES MOINES WATER WORKS  
Des Moines, Iowa**

**INDEX**

<b><u>TITLE</u></b>		<b><u>PAGE</u></b>
Proposal		P-1
Declaration of Non-Collusion and Resident Status		DNC-RS -1
Agreement		A-1
Insurance Requirements		I-1
Detailed Specifications		
Section 01000	General Requirements	01000-1
Section 02500	Pavement Patches	02500-1



**Des Moines, Iowa**

**PROPOSAL**

**ASPHALTIC CONCRETE SURFACE PATCHES**

To: The Purchasing/Central Stores Supervisor:

The undersigned hereby proposes to furnish to the Board of Water Works Trustees of the City of Des Moines, Iowa, hereinafter called the "Water Works", all the necessary machinery, tools, labor, and other means of construction, and to furnish all materials specified or required, at the price hereinafter set out, for Asphaltic Concrete Surface Patches. A typical patch area can be expected to be approximately 70 square feet. Unit prices quoted must be guaranteed through May 31, 2025.

**We are requesting that vendors submit their bids via e-mail to [johnston@dmww.com](mailto:johnston@dmww.com) by 10:00 a.m. April 17th**

**PROPOSAL SCHEDULE**

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Asphaltic Concrete Surface Patch - as specified in Sec. 2500 Part 3.4	<b>1,000 Tons</b>	_____	_____
Asphaltic Concrete Surface Patch - with removal of 3” PCC cap as specified in Sec. 2500 Part 3.2	<b>60 Tons</b>	_____	_____
Additional Charge for after hours Asphaltic Concrete Surface Patch Monday thru Friday (6:00 p.m. – 7:00a.m) And/or weekends	50 Tons	_____	_____
	<b>TOTAL BID</b>		\$ _____

P-1

**PROPOSAL  
ASPHALTIC CONCRETE SURFACE PATCHES  
Page Two**

**ASPHALTIC CONCRETE SURFACE PATCH INSTALLATION**

Indicate the response time, in calendar days, from notification that a patch area is ready, to completion of asphalt surface patch. It is desirable that response time be from one to two days.

**PROPOSED RESPONSE TIME – NORMAL REPAIRS (Days)** \_\_\_\_\_

In some case on major streets, as determined by the City of Des Moines, pavement repairs will need to be completed in less than 24 hours. Contractor, in that case, shall make every effort to meet those requirements.

The Water Works reserves the right to reject any or all quotations and to waive informalities in any quotation and to accept the quotation which it determines to be in the best interest of the Water Works.

The Water Works reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days from the date of receipt of bids.

It is understood that the above quantities are estimated for the purposes of this bid. Quantity changes which amount to fifty percent (50%) more or less of the total bid shall not affect the unit price paid. The material ordered shall be delivered to areas designed by the Water Works within the delivery time stated herein. Liquidated damages shall be assessed in the amount of One hundred Dollars (\$100.00) per consecutive calendar day that an asphalt surface patch remains incomplete after the Proposed Response Time indicated on the Proposal.

All materials and workmanship incorporated into the Asphaltic Concrete Surface Patches shall be guaranteed to be free from defects for a period of one year from the date the asphaltic concrete surface patch is completed.

The Water Works will accept the work and make payment to the Contractor when the material furnished by the Contractor is satisfactory and conforms to specifications. Payment to the Contractor will be based upon quantity of material delivered at the unit price stated in the Proposal. Upon receipt of an invoice, Water Works will pay one hundred percent (100%) of the invoiced price within thirty (30) days.

Water Works is registered as a political subdivision of the State of Iowa and, as such, is not required to pay sales tax for taxable services or tangible goods. Therefore, this Proposal should not include any Iowa sales tax.

By submission of a Proposal for said material, the undersigned represents he has carefully examined the Proposal and the specifications, and that the undersigned is fully informed concerning the requirements of the Proposal, and of materials to be furnished.

P-2

**PROPOSAL  
ASPHALTIC CONCRETE SURFACE PATCHES**

Page Three

ADDENDUM RECEIPT: Receipt of the following addenda to specifications is acknowledged.

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone/E-mail address  
\_\_\_\_\_

P-3



**DECLARATION OF NON-COLLUSION AND RESIDENT STATUS FOR  
ASPHALTIC CONCRETE SURFACE PATCHES**

\_\_\_\_\_  
("Contractor")

Each Contractor submitting a bid on this project shall complete and execute a Declaration of Non-Collusion under penalty of perjury and submit it with the Proposal in following form:

I, \_\_\_\_\_,  
representing the above named Contractor declare that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure the contract for the project nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of such contract.

I further declare that no part of the contract price to be received by Contractor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract for this project, other than the payment of their normal compensation to persons regularly employed by the Contractor whose services in connection with the construction of the project were in the regular course of their duties for the Contractor.

I further declare that such Proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any person to fix the bid price of Contractor or of any other bidder, and that all statements in said Proposal or bid are true.

I further declare that the Contractor is (select one):

- A Resident Bidder; or
- A Nonresident Bidder, domiciled in \_\_\_\_\_.

If the Contractor is a Nonresident Bidder, the state or foreign country of Contractor's domicile provides the following Foreign Preferences to Bidders:

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

\_\_\_\_\_ (If none state "none")

**I certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

DNC-RS-1



### AGREEMENT

THIS AGREEMENT, made and entered into at Des Moines, Iowa, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Water Works Trustees of the City of Des Moines, Iowa, hereinafter called the "Water Works", and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to furnish all labor, tools, materials, and equipment necessary to undertake and complete the various items of work as described in the specifications therefore as prepared by the Water Works, which specifications are officially on file in the office of the Director of Water Distribution, and by reference are made part of the Agreement. The Contractor further agrees to supply all materials in strict accordance with said specifications including all the agreement documents therein defined.

This Agreement is awarded and entered into on the basis of the supplying of material described in the specifications, and for the unit or lump sum prices quoted thereon as definitely set forth in the written proposal attached hereto submitted by the Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, covering:

**ASPHALTIC CONCRETE SURFACE PATCHES**

The estimated quantities appearing on the Proposal multiplied by the respective unit prices bid thereon total:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which is the amount indicated on the Proposal.

The Contractor will be entitled to monthly partial payments based upon quantity of material provided at the unit price stated in the Proposal. Upon receipt of an invoice, Water Works will pay the invoiced price within thirty (30) days.

A-1

**AGREEMENT  
ASPHALTIC CONCRETE SURFACE PATCHES**

Page Two

IN WITNESS WHEREOF, the Parties hereto have executed this instrument on the date first shown written.

BOARD OR WATER WORKS TRUSTEES OF  
THE CITY OF DES MOINES, IOWA

BY: \_\_\_\_\_  
Ted Corrigan  
CEO & General Manager

\_\_\_\_\_  
Contractor

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

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email address

A-2



**INSURANCE REQUIREMENTS**

**ASPHALTIC CONCRETE SURFACE PATCHES**

The Contractor shall purchase and maintain insurance to protect Contractor and the Owner.



Certificates of insurance shall be written by companies that hold an A.M. Best A-VIII rating or higher and are licensed to do business in the state of Iowa. The selected companies must be satisfactory to the Owner.

Each certificate of insurance shall state that thirty (30) days written notice will be given to the Owner before the policy is canceled or changed. Certificates of insurance shall be delivered to the Owner prior to start of operations.

Certificates of insurance shall be furnished to Owner accompanied by a Waiver of Subrogation endorsement for Workers' Compensation, per Project Aggregate endorsement for General Liability and Additional Insured endorsement shall apply to all liability policies except Workers' Compensation insurance prior to the commencing of work. An additional insured endorsement shall be provided with the certificate of insurance naming Owner, Owner's employees, and Owner's representatives as additional insureds for both ongoing operations and completed operations using ISO Form CG2010 or its equivalent with respect to any liability arising out of contractor's performance of the Work and ISO Form CG2037 or its equivalent with respects to completed operations under this Agreement.

**REQUIRED COVERAGE.**

General Liability: Listing DMWW as additional insured

\$1,000,000 Combined Single Limit Per Occurrence

\$2,000,000 Aggregate per project, endorsement to be included

Automobile Liability: (including all owned, non-owned, and hired automobiles)

\$1,000,000 Combined Single Limit Workers

Compensation Coverage B:

Statutory Benefits \$100,000/\$500,000/\$100,000

Umbrella Liability: (applying directly in excess of above liability coverage's)

\$2,000,000 Limit

Protection shall be provided whether the claim results from operations of the Contractor, subcontractors, employees of any of them, or anyone for whose acts any of them may be liable.

I-1



**DETAILED SPECIFICATIONS**

# ASPHALTIC CONCRETE SURFACE PATCHES

## CONTENTS

		<b><u>PAGE</u></b>
Section 01000	General Requirements	01000-1
Section 02500	Pavement Patches	02500-1

# Section 01000 – General Requirements

## Index

### Part 1 General

- 1.1 Summary of Work
- 1.2 Liquidated Damages
- 1.3 Form
- 1.4 Definitions
- 1.5 Interpretation
- 1.6 Safety and Health Requirements
- 1.7 Subletting or Assignment of Contract
- 1.8 Warranty
- 1.9 Payments and Acceptance
- 1.10 Traffic Control
- 1.11 Permits

\*\*\*\*\*

### **Part 1 General**

#### **1.1 Summary of Work**

- A. Provide materials, equipment, and labor necessary to complete asphaltic concrete surface patches related to Water Works excavations.

#### **1.2 Liquidated Damages**

- A. Liquidated damages, in the amount of One Hundred Dollars (\$100) per consecutive calendar day, will be assessed for each calendar day that an asphalt surface patch remains incomplete after the Proposed Response Time indicated in the Proposal.

#### **1.3 Form**

- A. Detailed specifications are in outline form and include incomplete sentences; omission of words or phrases is intentional; supply omitted words or phrases by inference.

#### **1.4 Definitions**

- A. Owner means the Board of Water Works Trustees of the City of Des Moines, Iowa.
- B. Engineer means the Des Moines Water Works assigned Engineering Department representative.
- C. Contractor means the individual, firm, co-partnership or corporation, and there, or its heirs, executors, administrators, successors and assigns, or the lawful agent of any such individual, firm, partnership, co-partnership or corporation under written agreement with the Owner to perform the work herein specified. Where any pronoun is used as referring to the word "Contractor" it shall mean the Contractor as defined above.

#### **1.5 Interpretation**

- A. Report errors or ambiguities in the specifications to Engineer as soon as detected. Engineer will answer questions regarding specifications and interpret intended meaning of specifications. Engineer's interpretation shall be accepted as final.

#### **1.6 Safety and Health Requirements**

- A. Comply with applicable OSHA regulations and ensure that the Work is conducted in a safe manner. Without limiting the Contractor's responsibility, Contractor shall comply with the following:
  - 1. Iowa Occupational Safety and Health Act of 1972 (IOSHA).
  - 2. Occupational Safety and Health Act of 1970 (OSHA).

3. Code of Iowa Chapter 88.

Section 01000 - 1

- B. Provide for the availability of medical services and accessibility of first aid kits. Telephone numbers of doctors, hospitals, and ambulances shall be conspicuously posted.
- C. Maintain operable fire extinguishers or other fire-fighting equipment on the job site.

**1.7 Subletting or Assignment of Contract**

- A. The Contractor shall perform, with Contractor's own organization, work amounting to not less than seventy (70) percent of the total contract cost.

**1.8 Warranty**

- A. The Contractor expressly warrants:
  - 1. All materials and workmanship incorporated into the Asphaltic Concrete Surface Patches to be free from defects for a period of 1 year from the date the patch is completed.
- B. If Contractor fails to make needed repairs, Owner shall have right to make repairs and collect cost of doing same from Contractor.

**1.9 Payments and Acceptance**

- A. Water Works will accept the work and make payment to the Contractor when the material furnished by the Contractor is satisfactory and conforms to specifications.
- B. Payment to the Contractor will be based upon quantity of material delivered at the unit price stated in the Proposal.
- C. Upon receipt of an invoice, Water Works will pay one hundred percent (100%) of the invoiced price within thirty (30) days.

**1.10 Traffic Control**

- A. Owner will leave traffic control devices in place, on patches where concrete caps are not poured, for the period of time specified in the Proposed Response Time section of the proposal to allow Contractor time to complete ACC patch within Owner's traffic control.
- B. Contractor shall provide traffic control for concrete cap removal and for ACC placement on patches where concrete caps are removed as specified in Section 2500 Part 3.2
- C. Set up traffic control devices prior to start of Work and properly maintain throughout course of Work.
- D. Do not allow construction equipment or materials to obscure traffic control devices, existing or temporary, from view.
- E. Maintain access to sidewalks and crosswalks through construction area.
- F. Do not drive or park construction equipment or vehicles in private driveways.

**1.11 Permits**

- A. The following permits associated with this Project will be obtained by the Owner:
  - 1. City of Des Moines Right-of-Way Permit.
- B. Contractor is responsible for following all conditions of permits.

**\*\* END OF SECTION \*\***

## **Section 02500 – Pavement Patches**

### **Index**

#### **Part 1 General**

- 1.1 Summary of Work
- 1.2 Related Sections
- 1.3 References

#### **Part 2 Products**

- 2.1 Hot Mix Asphalt
- 2.2 Tack Coat

#### **Part 3 Execution**

- 3.1 General
- 3.2 Concrete Cap Removal
- 3.3 Surface Preparation
- 3.4 Asphalt Cement Concrete (ACC) Placement
- 3.5 Disposal of Debris and Excess Material

\*\*\*\*\*

#### **Part 1 General**

##### **1.1 Summary of Work**

- A. Asphalt cement concrete (ACC) pavement patches.

##### **1.2 Related Sections**

- A. Section 01000 – General Requirements for the Project.

##### **1.3 References**

- A. Iowa Department of Transportation (IDOT) Standard Specifications for Highway and Bridge Construction – Series 2009, including Supplemental Specification.
- B. Iowa Statewide Urban Design and Specifications (SUDAS), 2017 Edition.
- C. City of Des Moines Standard Specifications for Construction of Full Depth Pavement Patches, 2003 Edition.

#### **Part 2 Products**

## **2.1 Hot Mix Asphalt**

- A. Hot Mix Asphalt shall meet the requirements of Section 7020 of the SUDAS Standard Specifications. B. The Mix Designation shall be "HMA (3M ESAL) Surface, ½", No Friction

## **2.2 Tack Coat**

- A. Emulsified asphalt per Section 4140 of the IDOT Standard Specifications diluted between 2:1 and 3:1 water to emulsion.

## Section 02500 - 1

### **Part 3 Execution**

#### **3.1 General**

- A. Quality Assurance
1. Mix-design documentation shall be provided to, and approved by, the Engineer when material does not comply directly with these specifications.

#### **3.2 Concrete Cap Removal**

- A. Remove 3-inch thick Portland cement concrete cap which has been placed over permanent concrete base. Cap and base are separated by a polyethylene bond breaker.
- B. Remove cap in a way that will not damage adjacent pavement to remain.
- C. Dispose of debris resulting from cap removal off-site at a location provided by Contractor.
- D. Contractor shall provide traffic control for concrete cap removal and for ACC placement on patches where concrete caps are removed.

#### **3.3 Surface Preparation**

- A. Remove all existing bituminous material that is unstable or non adherent to the pavement.
- B. Thoroughly clean the surface of the patch to remove dust and debris just prior to ACC placement.

#### **3.4 Asphalt Cement Concrete (ACC) Placement**

- A. ACC shall be placed at a uniform thickness equal to the thickness of the existing ACC.
- B. ACC overlays and paving shall be placed in accordance with the requirements of Section 2303 of the IDOT Standard Specification.
- C. Lightly tack the edges of the existing pavement for full-depth ACC patches or the entire patch area for patches to receive ACC over a PCC base. Apply tack coat just prior to placing ACC.
- D. Deposit ACC in layers. The upper 5 inches shall be placed in at least two layers, the top layer not to exceed 2 inches in thickness.
- E. Thoroughly compact each layer while hot by rolling or compacting with a vibratory compactor to provide a dense, compact surface.
- F. Place succeeding layers only after the preceding layer is properly compacted.
- G. Smooth the final layer with a steel-tired finish roller sized for the operation.
- H. The final compacted surface shall be level with, or not more than 1/8 inch above, the surrounding pavement.
- I. Smoothness shall comply with Section 2303.15 of IDOT Standard Specifications.
- J. Patch material shall not extend beyond the edges of the patch. Such material shall be removed.

- K. Open the patch to traffic only after the patch has cooled sufficiently to provide stability.
- L. Do not place ACC when ambient air or base surface temperature is less than 40 degrees F, or when surface is wet or frozen.
- M. Owner will leave traffic control devices in place on patches, where concrete caps are not poured, for the period of time specified in the Proposed Response Time section of the proposal to allow Contractor time to complete ACC patch within Owner's traffic control.
- N. Contact Owner (283-8772) when each patch is complete for removal of traffic control.

**3.5 Disposal of Debris and Excess Material**

- A. Remove and dispose of excess material off-site.
- B. Remove from the site containers or other construction debris and properly dispose of in accordance with state and local laws governing disposal procedures.

**\*\* END OF SECTION \*\***