



Purchasing Section
800 Lincoln Way
Ames, IA 50010

		Date Bids Due: October 31, 2012	Time of Bid Opening: 1:00 P.M.	
Proposal Number: LT01028	Commodity Description: Self-Supporting Radio Towers for 6 Sites		Bid Opening Location: Ames, IA	
Contract to Begin: November 19, 2012	Date of Completion: May 15, 2013 (for 6 towers)	Proposal Guaranty Amount: \$50,000.00	Liquidated Damages: \$125.00/Day	
Purchasing Agent to contact for additional info.: Mary Zimmerman	e-mail: mary.zimmerman@dot.iowa.gov	Phone: 515-239-1298	Fax: 515-239-1538	
Company Name:			Federal Tax ID:	
Street Address:		City:	State:	Zip Code:
Individual preparing bid (type or print);	e-mail:	Phone:	Fax:	
Will you sell these items/services to political subdivisions within the State of Iowa under the same prices, terms and conditions as specified? <input type="checkbox"/> Yes <input type="checkbox"/> No		Are you an Iowa Targeted Small Business? <input type="checkbox"/> Yes <input type="checkbox"/> No		

GENERAL INFORMATION

This bid package includes the proposal, schedule of prices, standard terms and conditions, supplemental terms, specifications, mailing label and other information you need to prepare your bid. The pages of the document labeled "Bid response" must be typed or completed in ink, signed, and returned in a flat style envelope prior to the bid opening date and time. Please use the furnished mailing label, or indicate on your return bid by marking "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed bids will not be accepted.**

If required, each bid must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. Bids lacking a required proposal guaranty will not be considered for award. If the contractor fails to enter into a formal contract within fifteen (15) days after award is made, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to enter into a contract within fifteen (15) days after award or forfeit the proposal guaranty furnished herewith.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed _____ Date _____

**Iowa Department of Transportation
Schedule of Prices
Proposal No.: LT01028
Self-Supporting Radio Towers for 6 Sites
Letting Date: October 31, 2012 1:00 P.M.**

Project Description: Self-Supporting Towers at various locations. **Attach a separate spreadsheet itemizing all costs associated with tower erection.**

Item No.	Description	Quantity	Unit/Price	Total Bid Amount
1.	300' Tower, Kossuth County remote site located 3007 Highway 169, Burt, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
2.	180' Tower, O'Brien County remote site located 2920 Roosevelt Ave, Sanborn, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
3.	300' Tower, Benton County remote site located 5397 31 st Ave, Urbana, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
4.	300' Tower, Buchanan County remote site located 2001 240 th St., Independence, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
5.	300' Tower, Clinton County remote site located 801 Westwood Dr., DeWitt, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
6.	300' Tower, Pottawattamie County remote site located 2025 Hunt Ave., Council Bluffs, IA according to plans and specifications.	1 Job	Lump/Sum	\$ _____
Total of all Items				\$ _____

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

Contact Person:

(Print Name)

Federal Tax I.D. No.: _____

Code)

Contractor's

Registration No.: _____

Email: _____

I acknowledge receipt of addendum

nos.: _____

Authorized
Signature _____

Company _____

Address _____

(City)

(State)

(Zip

Phone No: _____

Fax No.: _____

Iowa Department of Transportation

PURCHASING PROPOSAL

Standard Terms and Conditions

Contents of Contract: The entire contents of this proposal shall become a part of the contract or purchase order. In case of a discrepancy between the contents of the contract documents, the following items listed by descending order shall prevail:

- Addendums
- Purchasing Proposal/Schedule of Prices
- Specifications, Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

For example, if there is a statement in the specifications that contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply.

Preparation of Proposal: All proposals must be completed in every respect and must clearly answer all questions contained in the proposal. Bids must be typed or completed in ink on the forms supplied by the department. **You must sign your bid and seal it in the envelope.** Bids must be received prior to the bid opening date and time. The bidder may personally deliver, mail, or select a carrier that ensures timely delivery

Proposal Guaranty: If required, a proposal guaranty, in the sum listed on the proposal form, can be supplied in one of the following ways: (1) A certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union, may be certified furnished with your bid. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed, without qualifications, to the Iowa DOT by the bidder or his authorized agent. (2) An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guaranty requirement. A properly completed and signed copy of the Proposal Guaranty (Form 131084) must accompany the bid. The Iowa DOT's Proposal Guaranty form must be used, no other forms or formats will be accepted.

Bid Opening: Bid Openings are public and conducted at the Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened.

Debarment and Vendor Suspension: By submitting a proposal, the contractor is certifying that it and its Principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.

Communications: Questions concerning this proposal should be directed to the Purchasing Agent listed on the Purchasing Proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication.

Acceptance/Rejection: The State of Iowa reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any vendor, in the judgment of the Iowa DOT. The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.

Method of Award: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.

Award Protests: Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e", Iowa Administrative Code.

Bid Results & Disclosure: A bid tabulation will be sent to all responsive bidders with an award recommendation indicated. At the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

Contracts: Successful contractor(s) may be sent either a formal Contract or a Notification of Award as confirmation of acceptance and award. Contracts shall be for the term stated on the Proposal and may be extended for additional period(s) under the same terms and conditions upon mutual agreement. The contractor may not assign the contract to another party without written authorization from Iowa DOT Purchasing.

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

Taxes: Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

Faxed bids will not be accepted.

Payment Terms: The Iowa DOT will normally pay properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT, must reference the purchase order number, and be submitted for processing.

Quality: All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.

Recycled Content: The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. When bidding recycled items or alternatives, note on your bid the recycled content, if known.

Infringement: Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.

Default: Failure of the contractor to adhere to specified delivery schedules or to promptly replace rejected materials shall render the contractor liable for all costs in excess of the contract price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of this contract.

Ames Deliveries: Materials delivered to the Distribution Center's Receiving Section, 800 Lincoln Way, Ames, IA shall be delivered between the hours of 7:30 a.m. and 3:30 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to locations other than the Distribution Center, the contractor may wish to contact the destination location for available times to deliver, as some Iowa DOT offices and locations work a non-standard work week.

Delivery: Deliveries shall be F.O.B. destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicated the vendor, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the contractor. No collect or C.O.D. deliveries will be accepted. When entering into a contract, the contractor shall notify the freight company that all freight and delivery charges are to be prepaid by the contractor. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from this contract.

Applicable Law: The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Any legal action relating to the contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.

Administrative Rules: For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".

Equal Opportunity: Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.

Affirmative Action: The contractor (and also subcontractor, vendor, or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.

Targeted Small Businesses: The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of materials.

Interest in Contract: No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, See Code of Iowa 314.2.

Records Audit: The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of this contract.

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**Iowa Department of Transportation
General Requirements
Self-Supporting Radio Towers for 6 Sites
Proposal No.: LT01028
Letting Date: October 31, 2012 1:00 P.M.**

Part 1 General Conditions

1.1 Adoption of General Conditions

- A. The General Requirements of this Contract shall include the "General Conditions", "Instructions to Bidders" and the "Supplementary General Conditions" as herein stated.
- B. "THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION", A.I.A. FORM #A-201, LATEST EDITION AND A.I.A. DOCUMENT, "INSTRUCTIONS TO BIDDERS", FORM #A-701, LATEST EDITION, SHALL BE INCLUDED, AS MODIFIED IN THE "SUPPLEMENTARY INSTRUCTIONS TO BIDDERS" AND "SUPPLEMENTARY GENERAL CONDITIONS", AND BOUND WITH THE STANDARD FORM OF AGREEMENT BETWEEN THE CONTRACTOR AND OWNER", A.I.A. FORM #101, LATEST EDITION, AS A PART OF THIS CONTRACT SPECIFICATION.
- C. All bidder information and conditions, bid check lists and similar documents included in the specification by the Office of Purchasing and Distribution of the Iowa Department of Transportation, Ames, Iowa are hereby made a part of the General Conditions.

Part 2 Supplementary Instructions to Bidders

2.1 General

A. Owner:

The Owner of this project is the Iowa Department of Transportation, 800 Lincoln Way, Ames, Iowa 50010.

Project Location:

1. Kossuth County remote site located 3007 Highway 169, Burt, IA
2. O'Brien County remote site located 2920 Roosevelt Ave, Sanborn, IA
3. Benton County remote site located 5397 31st Ave, Urbana, IA
4. Buchanan County remote site located 2001 240th St., Independence, IA
5. Clinton County remote site located 801 Westwood Dr., DeWitt, IA
6. Pottawattamie County remote site located 2025 Hunt Ave., Council Bluffs, IA

All Items are tied.

B. Contract Document Information:

Contact persons regarding project site visit contact:

Iowa Department of Transportation
Steve Gray, Telecommunications Design Specialist; 515-239-1552.

Questions regarding the bidding documents should be directed to:

Purchasing Section

Purchasing Agent – Mary Zimmerman

Phone No.: 515-239-1298 Fax No.: 515-239-1538

Email: mary.zimmerman@dot.iowa.gov

Call or email requests for a plan holders list for this project.

C. Restrictions on Communication

From the issue date of this RFP until announcement of the successful Vendor, Vendors may contact only the Issuing Officer. The Issuing Officer will respond only to questions regarding the procurement process. Questions related to the interpretation of this RFP must be submitted in writing to the Issuing Officer by 1:00 p.m., **October 24, 2012**. Verbal questions related to the interpretation of this RFP will not be accepted. Vendors may be disqualified if they contact any state employee other than the issuing officer.

In NO CASE shall verbal communication override written communication. Only written communications are binding on the State.

The Iowa DOT assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a contract, unless such representations are specifically incorporated into this RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. All such requests for clarification shall be submitted in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the Iowa DOT shall be accepted.

D. Scope of Work

This project is for Contractor to provide all materials, labor, and equipment necessary for the erection of six (6) Self-Supporting Radio Towers according to plans and specifications. Reference **Attachment A** for Installation and Erection Specifications for details. Contractor is to complete the erection of two towers (choice designated by the DOT) prior to the ground freezing. The balance of the tower erections to be completed by May 15, 2013.

E. Contract Award:

- Award will be based on the total lump sum amount of bid price shown on the Schedule of Prices. **All items are tied.** Bid price will include all requirements listed in Specifications, Drawings, Attachments, and Supplemental Terms to complete this proposed project. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- A single "Prime" contract shall be awarded for all work shown on the Drawings and described in the Specifications including Site work, General construction, Demolition, Plumbing, Mechanical, Energy management and control and Electrical work. The Prime Contractor shall be responsible for taking all sub-bids and for all coordination between trades.
- Protests of award recommendations shall be made in accordance with

Paragraph 761--20.4(6)"e", Iowa Administrative Code.

- Contractor shall return all contractual documents within fourteen (14) calendar days from date indicated in contract cover letter. ***If this is not returned within this time frame, contract may be voided and awarded to the next low bidder.***

2.2 Bidders Representatives

A. Site Visit:

It is recommended, but not required, that prospective bidders on this project shall visit the job site prior to submitting a quotation for this work. To view the site, contact Steve Gray, Telecommunications Design Specialist; 515-239-1552.

No considerations or revision in the contract price or scope of the project will be considered by the Owner for any item which could have been revealed by a thorough on-site inspection and examination.

B. Conditions of Work:

Bidders must inform themselves fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve successful bidders of their obligation to furnish all material and labor necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of, or interference with the work of any other contractor.

C. Obligation of Bidder:

- At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the drawings, specifications, and other contract documents, including all addenda.
- The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to their bid.

D. Codes, Laws and Regulations:

The laws of the State of Iowa in relation to and pertaining to public improvements shall apply to this project. All construction, materials and methods shall comply with the State and Local Building Codes and with Local Ordinances, except where plans and specifications establish a higher standard.

E. Licenses, Permits and Inspections

The Vendor shall give all notices and comply with all codes, laws, ordinances, rules and regulations of any public authority having jurisdiction that bears on the performance of its work. The Vendor shall pay for all licenses, permits and inspection fees required for its work. The Vendor must furnish copies of all approved inspection certificates and approvals from authorities having jurisdiction in a timely fashion upon completion of the work.

2.3 Bidding Documents

A. Plans and Specifications:

- The Plans and Specifications are to remain on file at the Iowa DOT, Purchasing Section, 800 Lincoln Way, Ames, IA 50010. The Iowa DOT shall furnish to the Contractor all copies of Plans and Specifications reasonably necessary for the execution of the work. No deposit is required for Contract Documents.
- In the event of a conflict between the specifications and the drawings, the specifications shall take precedence.

B. Contents of the Contract Documents:

- In case of a discrepancy between contents of the contract documents, the following items listed by descending order shall prevail:
 1. Addendum
 2. Proposal Form
 3. Special Provision
 4. Plans
 5. Supplemental Specifications
 6. Standard Specifications

Should there be a discrepancy between figures and drawings on any of the contract documents, the figures shall govern unless they are obviously incorrect.

C. Interpretation of Contract Documents:

- If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed contract documents, the bidder will submit to the Iowa DOT a written request for an interpretation thereof. Requests for interpretation must be received on or before **1:00 P.M., October 24, 2012**.
- The person submitting a request will be responsible for its prompt delivery.
- No interpretation of the meaning of the drawings, specifications, or other pre-bid documents will be made to any bidder orally. Interpretations will be made only by addendum duly issued.
- A copy of such addendum will be mailed or delivered to each person receiving a copy of the contract documents and to such other prospective bidders having requested that they be furnished with a copy of each addendum.

D. Materials and Equipment:

- Names of Manufacturers and vendors listed in the bidding documents are listed for the bidders only. Manufacturers and vendors, in addition to those specifically listed, are acceptable when it is proven to the satisfaction of the Iowa DOT that:
 - a. The level of quality proposed is equal to or better than that of the referenced manufacturer/vendor's quality.

- b. The technical characteristics of the proposed product meet or exceed the requirements of the drawings and specifications.
 - c. The use of the materials or equipment does not require major revisions of the drawings and specifications to permit their use.
- Any additional cost in other work incurred as a result of these approvals shall be borne by the Contractor, including all costs for modifying other related materials/systems and the cost of any additional engineering or design fees required to accommodate the substitution/approval.
 - The Contractor must be confident that a proposed product or material meets or exceeds the requirements shown on the drawings and specifications. It will be the responsibility of the Contractor to verify and demonstrate that a proposed product meets or exceed the drawings and specifications at time of shop drawing reviews. If a proposed product or material is determined to be technically unacceptable as judged by the Iowa DOT, the Contractor shall be required to supply products or materials that meet the requirements required to supply products or materials that meet the requirements stated in the drawings and specifications at no cost increase to the Iowa DOT. Under no circumstances will the Iowa DOT be required to prove that proposed substitutions is not equal to the project requirements. The decision of the Iowa DOT on all requested proposals/substitutions is final.

E. Exceptions/Equals:

No substitutions, changes or additions to the request for proposals shall be permitted unless a written request for a substitution, change or addition is submitted to the department's purchasing office **by October 24, 2012 @ 1:00 P.M.** to allow an analysis and response to all bidders, and the substitution, change or addition is approved by the purchasing office. **All submittals must be in writing.**

F. Addenda:

- Addenda, if issued, will be mailed to all known plan holders, and acknowledgement of receipt of addenda will be indicated on the bidder's proposal form.
- All addenda so issued shall become part of the contract documents.

2.4 Bidding Procedures

A. Proposed Form:

- Each proposal must be submitted in ink or typewritten and shall be sealed in the envelope provided in the packet.
- Submit bids to The Iowa Department of Transportation, Purchasing Section, 800 Lincoln Way, Ames, Iowa 50010. Bids shall be due on or before **1:00 P.M., October 31, 2012**, and shall be read publicly thereafter.
- Each Bid must be submitted on the Schedule of Prices form included in the packet.

- All bids received by the Iowa DOT, which require allocation of appropriated state funds, are subject to the acceptance of the issuing department of the State of Iowa.

B. Proposal Guaranty:

Each bid must be supported by a Proposal Guaranty in the sum of **\$50,000.00**. The proposal guaranty shall be in the form of a certified check or credit union certified share draft, cashier's check, or bank draft drawn on a solvent bank or credit union. Certified checks or credit union certified share drafts shall bear an endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks or bank drafts shall be made payable either to the Contracting Authority or to the bidder and, where made payable to the bidder, shall contain an unqualified endorsement to the Contracting Authority signed by the bidder or his authorized agent.

Certified checks and credit union share drafts shall be certified, or the cashier's check shall be drawn and endorsed, in an amount not less than prescribed in the proposal. Bid bond may be used for the proposal guaranty in lieu of that specified above. ***A bid bond must be submitted on Iowa Department of Transportation Form No. 131084 included in the packet or bid will be rejected.***

The proposal guaranty of the qualified responsive low bidder will be retained until a contract is entered into and the required Bonds and Insurance Certificates filed. All other bid securities will be returned after the award has been made.

C. Withdrawal Period:

Prime bidders, subcontractors and material suppliers on this project agree to guarantee their proposal for a period of thirty (30) days after the date of receipt of bids. No bid may be withdrawn during this period.

D. Extension of Contract Period:

This proposal is to cover requirements on six (6) radio towers specified in this proposal. Pending satisfactory product and installation for these six (6) towers, the Iowa Department of Transportation may elect to have all requirements for this item be purchased from the awarded vendor during the next twelve month period, but it is understood that this is only a best estimate and makes no firm quantity commitment.

Seller to quote price which will be firm for one (1) year, commencing November 19, 2012 and terminating November 18, 2013. This agreement may be terminated by either Buyer (Iowa Department of Transportation) or Seller upon submission, in writing, of notice of cancellation thirty (30) days in advance of desired termination. This agreement may be extended, upon mutual agreement, in writing for an additional four (4) twelve (12) month periods. If a price increase is requested by the Contractor, this amount may not exceed the Consumer Price Index (CPI) for All Urban Consumers, all items, as published by the U.S. Bureau of Labor Statistics. This price increase shall not exceed the published September 2013 for the month of November.

All releases against this agreement will be released to Seller by authorized designee from Buyer's Purchasing Department against separate contracts or purchase orders.

The Iowa DOT will grant an extension of the contract period for additional work requiring additional construction time that adds additional work to the controlling item of work.

E. Liquidated Damages:

- Time is an essential of the contract, and it is important that the work be pressed vigorously to completion. The cost per day for liquidated damages is indicated on the Purchasing Proposal form.
- For each calendar day that any work shall remain uncompleted beyond the completion date or any extension granted under Extension of Contract Period, the amount per calendar day specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed upon liquidated damages. If work remains uncompleted on more than one portion for which calendar days and liquidated damages have been specified, the liquidated damages assessed will be the total of the damages per day listed for each uncompleted portion. The Owner shall prepare and forward to the Contractor an invoice or credit change order for such liquidated damages. The final payment shall be withheld until payment of the invoice has been made or the credit change order has been agreed upon.
- Assessment of liquidated damages will be based only on the number of calendar days required to complete the contract beyond the contract completion date, plus authorized extensions.
- The provision for the assessment of liquidated damages for failure to complete work within the contract period does not constitute a waiver of the Owner's right to collect any additional damages other than time delays, which the Owner may sustain by the failure of the Contractor to carry out the terms of the contract.

F. Facsimile Modifications and Bid Closing:

- Bids received prior to the time of opening will be securely kept, unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered.
- Modification of the bid price by facsimile of bids already submitted will be considered if received prior to the time set for the opening. The changes shall not reveal the bid price but shall provide the amount to add or subtract to modify the bid so the total amount is not known until the bid is opened.

G. Informalities:

The Owner may waive any informalities or reject any or all bids.

2.5 Consideration of Bids

A. Rejection of Bids:

- The Iowa DOT reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Iowa DOT that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.
- Conditional bids will not be accepted.

B. Qualification of Bidder:

The Iowa DOT may make such investigations as they deem necessary to determine the ability of the bidder to perform the required work, and the bidder shall furnish to the Iowa DOT all such information and data for this purpose as the Iowa DOT may request.

2.6 Performance and Payment Bonds

A. Bonds:

Performance bond is not required on contracts for less than \$25,000. However, if the Contract is \$25,000 or more, the bidder shall furnish bonds 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 Contractor's signature. Resident commission agent or attorney-in-fact must file a copy of the power of attorney.

B. Power of Attorney:

Attorney-in-fact who signs the proposal guaranty, Performance Bond, and Labor and Material Payment Bond must file with each bond a certified and effectively dated copy of the Power of Attorney.

2.7 Notice of Tax Exempt Status

A Sales Tax Exemption Certificate and authorization letter will be issued to the successfully awarded construction contractor for the purchase of building materials, supplies and equipment used in the performance of this construction contract.

The Department of Transportation is exempt from paying sales and use taxes. ***Do not include sales tax in your bid for this project.***

2.8 Labor Regulations

All contractors, 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 2003.

2.9 Targeted Small Business Program

The 1986 Iowa Legislature enacted legislation relating to procurement from Iowa Targeted Small Businesses. (Iowa Code, Chapter 73. And Iowa Administrative Code rules 761-20-- [01,B] Chapter 2). It is hereby agreed that when entering into a contract with the State of Iowa, the vendor/contractor will take documented steps to encourage participation from TSB's for the purpose of subcontracting and supplying of materials.

A list of Targeted Small Business Contractors is available on the Internet at <https://dia.iowa.gov/tsb> and click on Search Targeted Small Businesses.

Part 3 Supplementary General Conditions

3.1 The Contractor

A. Guidelines:

- Contractors 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, fall protection and ventilation.
- Contractor may be required to make available to Iowa DOT at time the apparent low bidder has been determined all Material Safety Data Sheets (MSDS) for all products provided prior to approved contractor and award. These must be faxed to Purchasing 515-239-1538 with cover indicating project the MSDS sheets pertain to. This shall be faxed within two (2) days upon request.

B. Guarantee:

The Contractor shall guarantee all work executed under this contract, both as the workmanship and materials, for a period of twelve (12) months after the date of acceptance, except that special guarantee provision specified elsewhere in these Specifications shall take precedence. Neither the final payment nor any provision of the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall remedy any defect thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of the final acceptance. With one month remaining in the guarantee period, the Contractor shall notify the Iowa DOT and set up a complete building walk-through inspection.

- All materials, items of equipment, and workmanship furnished under this division of the specifications shall carry the standard warranty against all defects in material and workmanship. Any fault due to defective or improper material, equipment, or workmanship which may develop, shall be made good, forthwith.
- 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.

C. Workmanship

Work shall be performed in best, most workmanlike manner by mechanics, skilled and employed continuously in their respective trade. Installation shall be made by the manufacturer or their authorized installer where specified. Unsatisfactory work shall be replaced at Contractor's expense.

D. Shop Drawings and Samples:

- Shop drawings, specification data, and samples shall be submitted to the Iowa DOT for approval and/or selection prior to the placing of orders for any equipment and materials.
- Shop Drawings: Shop drawings shall be submitted after the schedule of proposed material and equipment has been approved. Submit details of systems and equipment to the Iowa DOT for review. Submit a minimum of eight binders containing one copy each of Shop Drawing of all systems and equipment as indicated in each Division of the specifications: (Note: Submission of Shop Drawings not in binders, but in loose sheet form, may be considered cause for rejection with resubmission in proper form required).
- Product Data: Submit manufacturer's product data to the Iowa DOT for approval, consisting of complete specifications, test report data, installation instructions, and other pertinent technical data required to complete product.
 - a. Intent of Shop Drawings and Product Data review is to check for capacity, rating and certain construction features. Ensure that work meets requirements of Contract Documents regarding information that pertains to fabrication processes or means, methods, techniques, sequences and procedures of construction, and for coordination of work of this and other Sections.
 - b. Perform work in accordance with submittals marked "No Exception Taken" to extent that they agree with Contract Documents. Submittal review shall not diminish responsibility under this Contract for dimensional coordination, quantities, installation, wiring, supports, access, service and errors, nor for deviations from requirements of Contract Documents. Requirements of Contract Documents are not limited, waived, nor superseded by Shop Drawing Review.
 - c. Submittals of various systems shall indicate equipment supplier used and that all equipment of particular system is being furnished by same supplier. Supplier shall be qualified to supervise installation, connection and testing of system and have competent maintenance service for respective systems.
 - d. Shop Drawings and samples will be reviewed with reasonable promptness and will be stamped indicating appropriate action as follows:
 - 1) **"No Exception Taken"** means that fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.
 - 2) **"Make Corrections Noted"** means that fabrication,

manufacture, or construction may proceed providing submittal complies with Engineer's notation and Contract Documents. If, for any reason, notations cannot be complied with, resubmit as described for submittals stamped "**Reject**".

- 3) "**Revise and Resubmit**" means submittal information is incomplete or ambiguous and therefore clarification or additional information is required to ascertain compliance with the contract documents, and that fabrication, manufacture or construction shall not proceed. Provide additional data required by the contract documents and resubmit.
- 4) "**Reject**" means that submittal does not comply with Contract Documents and that fabrication, manufacture, or construction shall not proceed. Resubmit in accordance with requirements of Contract Documents.

E. Use of Premises:

- All 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.

F. Cutting and Patching:

- Each Contractor shall cut holes necessary to install work.
- Similarly, each contractor shall perform all necessary patching that result from cutting of holes. The Prime Contractor shall resolve any conflict between trades, and it will be the contractor's responsibility to see all patches are made. Any and all through-wall penetration requiring structural modifications and or structural members shall be provided by the Prime Contractor.

G. Clean-Up:

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

H. Immunity of Iowa Department of Transportation

The Contractor shall defend, indemnify and hold harmless the Iowa Department of Transportation, and its officials and employees from liability arising out of or resulting from the Contractor's activities at the rest area, its performance or attempted performance of the contract, as well as the Contractor's activities with Sub-Contractors and all other third parties.

I. Suspensions and Debarment.

The Vendor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Agency or agency. The Vendor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the State of Iowa.

J. Termination Due to Lack of Funds or Change in Law

Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Iowa DOT shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under this Contract.

Funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Iowa DOT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Iowa DOT in its sole discretion; or

The Iowa DOT's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

The Iowa DOT's duties programs or responsibilities are modified or materially altered; or

If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Agency's ability to fulfill any of its obligations under this Contract.

The Agency shall provide Vendor with written notice of termination pursuant to this section.

K. Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 105.5(1)-(2), 105.12(4).

3.2 Administration of the Contract

A. Inspection and Supervision:

- All work shall be according to the approved design and shall be under the direct supervision of the Iowa DOT.
- Periodic site inspections will be carried on by the Iowa DOT with the contractor to ensure coordination of the project.
- The owner will provide a list of items requiring inspection prior to or during installation. The Contractor is to give the Owner notice no less than 24 hours in advance of installation.
- The Iowa DOT contact shall be: Steve Gray, 515-239-1552.

B. Contractors Construction Schedule:

The successful bidder will, within 10 days after award of contract or at the pre-construction meeting, whichever comes first, submit to the Iowa DOT, Office of Facilities Support, a detailed construction schedule including dates of commencement and completion on each phase of the proposed construction. Upon acceptance of the schedule, the Contractor will be expected to adhere to these dates as proposed.

C. Verifying Work of Other Contractors

- When a Contractor's work depends on proper execution of work by other contractors, such Contractor shall promptly report to Architect defects in such work and discrepancies between executed work and the Drawings and Specifications.
- Contractors shall employ such methods and means in carrying out work as will not cause interruption or interference with any other contractor. General Contractors shall give other contractors sufficient notice to permit installation of sleeves, piping, conduit, and other items, prior to placing concrete or laying masonry. Any Contractor failing to comply with above shall be responsible for expense caused by such failure.

3.3 Sub Contractors

- Specific attention shall be given by the Contractor to Article 5 of the A.I.A. Document A-201, "The General Conditions of the Contract for Construction".
- The apparent successful contractor for the project shall, within seven (7) calendar days after opening of the bids, furnish the Iowa DOT with a complete list of subcontractors and major material suppliers.
- The Iowa DOT shall 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.

3.4 Contract Period

- The starting and completion dates are stated on the front page of the proposal. The date of completion shall be stated in calendar days on the Contractor's proposal, and if necessary, adjusted by mutual agreement between the Iowa DOT and Contractor prior to executing the contract documents.
- The Iowa DOT realizes that deliveries and condition will have a definite bearing on the completion date. The Iowa DOT will demand diligence in the prosecution of the work, but with good cause and satisfactory past performance by the Contractor, the Iowa DOT may revise that completion date to another mutually-acceptable date, when requested in writing and in good faith by the Contractor.

3.5 Payments and Completion

- A. Payments on contract will be made monthly by means of state warrants to the extent of ninety-five percent (95%) of the value of work performed, including acceptable material stored at the building site, as determined by the Engineer.
- B. Immediately after signing of Contract, the Contractor shall submit schedule of values for approval on the Contract Breakdown form furnished by the Iowa Department of Transportation. Contractor shall submit an Application for Payment on forms furnished by the Iowa Department of Transportation based on Contract Breakdown.
- C. The contractor shall, before the first application, submit to the Iowa DOT a schedule of values of the various parts of the work, aggregating the total sum of the contract, made out in such form as the Iowa DOT may direct and, if required, supported by evidence as to its correctness. This schedule, when approved by the Iowa DOT, shall be used as a basis for requests for payment.
- D. Final payment shall be authorized not later than thirty (30) days following the completion and final acceptance of the contract, provided that paragraph 1-3 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.
- E. 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.

3.6 Protection of Persons and Property

A. Safety and Health Regulations:

The Contractor, serving in the role of the employer for the project, shall exercise at all times the protection of all persons and property. 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 Contractor's responsibility to enforce all regulations that apply to this project.

B. Protection of Site:

The Contractor shall furnish all permanent and temporary guards, signs, fencing, shoring, and underpinning and other protection necessary in the performance of the contract and for the necessary protection of all public and private property and shall be responsible for any damage caused by failure to comply with this requirement.

- After building operations are completed, the Contractor shall replace or satisfactorily repair all damaged walks or pavements which shall have become damaged due to operations of this project.
- The Contractor shall take care of all underground pipes, conduits, etc., encountered in the excavations, and protect same from damage until such time as they can be permanently disposed of.
- The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the Owner's property and adjacent property from damage arising in connection with this contract.

3.7 Insurance Requirements

Contractor's Insurance

- It shall be the Contractor's responsibility to have liability insurance covering all of the 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 Contracting Authority shall be included as an insured party, or a separate owner's protective policy shall be filed showing the Contracting Authority as an insured party.
- 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:
 - Comprehensive 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
- Occupation Disease \$750,000

Operations

- Property Damage \$250,000 each occurrence

Builders Risk Insurance:

- Each Contractor holding a valid contract with the Owner 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.

The Certificate of Insurance must include the following;

- Iowa Department of Transportation must be listed as an additional insured
- Proposal Number
- Proposal Description
- Letting Date and
- Contract Period

3.8 Miscellaneous Provisions

A. Iowa State 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.
- All construction shall conform to the Standard Specifications for Highway and Bridge Construction, Series 2009 where applicable.

B. Discriminatory Practices:

- All contractors or subcontractors working under the terms of this project are prohibited from engaging in discriminatory employment practices as forbidden 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.
- 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. Failure to do so could be deemed a material breach of contract.

3.9 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 sub-contractors and sureties upon any bond given or filed in connection herewith.

(Vendor may copy as needed)

**Due on or Before
October 24, 2012,
1:00 P.M.**

**If Required
Email At Once**

Letting Date: October 31, 2012 1:00 P.M.

**If Required
Email At Once**

**Iowa Department of Transportation
Bidders Request for Exceptions or Equal
Proposal No.: LT01028**

Item: Self-Supporting Radio Towers for 6 Sites

Spec. No. _____

Bid Proposal

Requests: _____

Bidder Proposes to furnish in lieu of above: _____

Mail/Fax to:

Iowa Department of Transportation
Attention: Mary Zimmerman
Purchasing Section
800 Lincoln Way
Ames, Iowa 50010
Phone No. 515-239-1298
Fax No. 515-239-1538
Mary.zimmerman@dot.iowa.gov

By _____

Company _____

Address _____

City _____ State _____ Zip Code _____
Phone No. _____

Fax No. _____

DOT USE ONLY

Approved _____

Disapproved _____

Reason _____

Signature: _____

Date: _____

Attachment A

Self-Supporting towers Installation & Erection Specifications For all 180, 120, and 300 foot towers

Terms:

- OWNER shall refer to the IOWA DOT.
- CONTRACTOR shall refer to the Tower Company and/or Tower Contractor awarded contract.
- SUB-CONTRACTOR shall refer to any contractor utilized in the completion of tower contract and hired by the Contractor.

Cost:

- The installation price quoted for the performance of the work shall delineate the cost associated with furnishing the following portions of the work:
 1. Design, furnish, and fabricate all material
 2. F.O.B. the tower site.
 3. Foundation construction.
 4. Tower erection.
- Bidder to provide a spreadsheet showing all itemized costs and billable items shall be provided by the bidder in the Cost Proposal.
- Please note that the IOWA DOT will hold back 5% of funds from each invoice and will complete payment-in-full when each tower is completed and approved by appropriate DOT personnel.

Warranty:

- All portions of the tower shall minimally be provided with and covered by a two (2) year warranty. Tower Company or approved Tower Contractor shall provide repair and/or replacement of problem equipment, at NO COST to the Owner. Warranty period to begin upon owner's acceptance of completed tower system. This warranty includes all the tower structure, all concrete work and tower lighting equipment.

Scope of work:

- Tower Contractor shall provide an installation quote for a 300 ft. (91.4 meters) and/or 180 ft. (54.86 meters) and/or 120 ft. (36.57 meters) overall height, self-

supporting tower complete with all specified accessories and appurtenances. This shall include tower lighting as required by FCC and FAA regulations. Contractor shall use DIALIGHT for tower lighting; Dual medium intensity LED strobe system, model Vigilant L864/L865 LED Based Dual Red/White Beacon system.

- Tower may be located anywhere in the entire state of Iowa. **Location of the towers shall be listed in the attachment section. Not all towers may be listed and there may be a request for additional towers of different heights in the future of the contract.**
- The towers listed in the attachment shall be built and erected in the order listed in the attachment.
- The DOT is planning on the purchase and erection of the towers listed in the attachment, however due to cost, timing or other issues, the DOT may elect to remove, relocate or add towers to the contract.
- If the cost of the tower is significantly higher than the budgeted amount, the Iowa DOT may elect to alter the number of towers listed in the attachment to compensate for the shortfall. Any changes to the attachment shall be presented to the contractor in writing.
- The Tower Contractor's areas of responsibility shall include design, fabrication, and erection of the tower structure, tower foundation, climbing facilities, along with any other auxiliary items described in this specification. The Owner reserves the right to exclude specific portions of the overall described job responsibilities if felt to be in the interest of the Owner.
- The Contractor shall be required to begin installation of tower foundations within 30 days of the award of the contract. This requirement is for the first two towers on the attachment. The remaining tower foundations shall continue to be built until the ground freezes. The determination of freezing shall be determined by the Iowa DOT. Work shall continue when the ground thaws and is firm enough to support the equipment used for excavation, construction and concrete work.
- Any damage or disturbed ground created during construction, to grass, soil, bushes, trees or other items surrounding the construction area shall be returned to similar condition by the contractor at the completion of the installation. The site shall not be accepted by the Iowa DOT until this is completed.
- The Tower Contractor shall be responsible for erosion control and protection of designated wetland areas and shall be liable for any un-permitted encroachment into jurisdictional areas.
- The Tower Contractor shall be responsible for the official site survey.

- The tower company SHALL plan ahead, pre-inform and wait for a designated DOT staff person to inspect and approve each stage of the construction of the foundation and installation of the tower system. **Point of contacts for inspection shall be listed in the attachment section. Failure to contact DOT personnel for inspection may result in removal of completed work and/or cancellation of contract.**
- In some instances it may be required to remove existing tower before new tower system installation is begun. The Tower Contractor shall be responsible for demolition and disposal of existing tower and base foundation if it is in the location of the new tower. This information shall be indicated in the attachment section.
- The Tower Contractor may be responsible to remove the old tower at the completion of the new tower. Removal information shall be listed in the attachment section.
- Tower Contractor shall be responsible to become familiar with all local building codes, ordinances, and licenses required for erecting the tower. Procedures shall be in accordance with the safety rules and regulations of the industry at all times.
- Fencing shall be the responsibility of the owner and not the responsibility of the tower contractor.

Tower Specifications:

- It is the intent of the Contract that the Tower Contractor shall design, manufacture and erect a 300 foot and/or 180 foot and/or 120 foot overall height self-supporting tower structure as required by these specifications. The tower shall be designed, fabricated, and erected in strict accordance with the state or local building code having jurisdiction and **shall exceed** the requirements of the ANSI/TIA/EIA-222-F Standard, while fully loaded with specified antenna, coax and accessory equipment. The Owner shall require the tower to meet or exceed 80 mph wind speed with 1/2" radial ice while fully loaded with specified antenna, coax and accessory equipment, which **exceeds** the ANSI/TIA/EIA-222-F or updated Standards.
- The tower shall be a self-supporting (no guy wires), triangular in design, with legs 120 degrees apart. The tower shall be designed to support the equipment listed in the **Planned Equipment Section**.
- The top 60 feet of tower of the 300 foot, 180 foot, 120 foot and any tower requested by the OWNER, shall be vertical and non-sloping, (perpendicular to level), (Equivalent to Rohn 7N straight, (6 foot face) section or larger.)

- This structure shall have members of hot-dipped galvanized steel after fabrication in accordance with ASTM 123 or updated standard. All hardware shall be hot dip galvanized in accordance with ASTM 153 or updated standard. All auxiliary components for the tower such as feed supports, platforms, bridges, antenna mounts, ice shields, ladders, walkways, etc. shall be of hot dip galvanized finishes, or equal. The welding and galvanizing procedure for solid rounds 5 inches and greater in size shall be qualified by acceptable test samples provided to and approved by the Owners selected metallurgical engineer. Alternate coating systems may be submitted for the Owner's consideration of acceptance, and may be subject to special tests required by the Owner. A documented quality assurance program shall be required for the hot dip galvanizing and/or special coating process.
- All structural bolted connections shall utilize ASTM A325 Type I high-strength steel bolts and shall be hot-dipped galvanized in accordance with ASTM A153. All fasteners shall have ASTM A194 Grade 2H galvanized nuts with ANCO type locking devices. All grating shall be fastened to support members by bolts with ANCO nuts or split lock washers with flat washers. Any deviations from these listed fasteners or methods will be allowed only by written approval by the Owner's Engineer. Plans shall have connection methods clearly described with minimum acceptable torques listed and verified at the end of the tower erection.
- Tower shall provide a face mounted ladder system pegs for tower climbing. The distance between each step or peg shall be a maximum of 12 inches. Any changes or modification to this system may be submitted by bidder.
- Tower shall be equipped with an OSHA approved cable type fall arrest system. This system shall include a safety-grab lock system, which is compatible with the cable fall arrest system.
- The tower shall be furnished with a face mounted cable ladder system to support multiple transmission cables and electrical conduit. This system shall be located in the center of the tower face. Cable support system shall accommodate the Andrew SSH cable mounting system devices. If lines are attached to the structural girders or diagonal tower members, the effects of both axial and bending stresses shall be considered in accordance with Chapter H (Combined Stresses) of AISCS.
- Hole sizes for all internal mast member connections shall be in accordance with AISC (1/16 inch maximum over the bolt size). Design and fabrication precision of all tower members shall be such that it can be erected in the field by trained crews without the use of supplementary field processes such as welding, drilling, cutting, burning, grinding, or reaming. If any loose or bowing members are found

in the final assembly in the field, only repairs suitable to the owner's representative will be allowed. The practice of drilling oversized holes or slots in order to accommodate connection of members will not be allowed.

- The Tower Contractor shall have an in-house structural steel fabrication quality control program that meets or exceeds the requirements for Category II Certification as set forth by the AISC Quality Certification Program.
- It is the Tower Contractor's obligation to provide complete project design drawings, structural and electrical, signed and sealed by a qualified registered professional engineer with a valid license to practice in the State of Iowa for each tower designated in the final section. The fabrication must be under the direct supervision of a qualified registered professional engineer experienced in the construction of broadcast towers, and with exceptional understanding of critical structural aspects of tower design and manufacture.
- A complete tower design and structural analysis shall be submitted with the proposal of each tower. Revisions in this design shall not be made without the approval of the Owner. Along with the structure analysis the following information shall be provided:
 - a. A plan view of the structure showing overall height and position of appurtenances included in the design shall be provided.
 - b. Details of the sizes of all tower members shall be provided. The specific grades of materials or specified minimum yield strengths shall be provided for all main structural members.
 - d. Preliminary base foundation design details shall be provided for each tower.

Tower foundation:

- The Owner reserves the right to select a foundation contractor to perform any or all foundation work at the site. If the Owner chooses to pursue this option, the specified foundation portion of the work will be eliminated from the Contractor's scope of work and project price. The Owner will accept the liability of the foundations with the Tower Contractor having the right to review the foundation design and to review all work in which his scope of work will require placement of a structure on such foundations. The contractor shall furnish anchor bolts with complete templates along with any other concrete embedment required for structure attachment. These items are considered as part of the Tower and shall be provided in the Tower portion of the quote. The Contractor shall provide a plan with drawings to the Owner's Foundation Contractor detailing all dimensions with applicable tolerances necessary to install foundations. If this option is chosen it will be the Tower Contractor's responsibility to provide a representative to visit the site and review the exact method and procedures with the installing

Foundation Contractor for all embedment(s) and attachments for the tower structure. The cost of this service shall be included in the tower price.

- A current Site Plan for the designated location may be provided by the Iowa Department of Transportation if available. Any additional Survey needs shall be the responsibility of the contractor. The surveyor must be a registered land surveyor, licensed by the State of Iowa.
- No assumption shall be made concerning soil conditions. Soil conditions are considered to be “abnormal” and pier or similar foundation system shall be utilized. The Tower Contractor shall be responsible for any conclusions to be drawn from this information. If the Tower Contractor prefers not to assume such risk, the Tower Contractor shall employ experts to gather and analyze additional geotechnical information. Any additional cost or change-order shall be the responsibility of the contractor.
- It will be the Tower Contractors responsibility to have all foundations properly staked out and verified that they are within existing property lines and easements.
- The tower contractor shall be responsible to contact IOWA ONE-CALL, to have all utilities located prior to any excavation. Any damage to any utility shall be the responsibility of the contractor.
- Foundation(s) for the tower base is/are to be designed and constructed by the Tower Contractor or by the Owner’s Foundation Contractor
- Tower foundation types shall be selected and designed taking into consideration the long-term effects of sub-soil corrosion, and deterioration. In general, foundation anchor rods, steel piling, or other steel parts shall be designed so as to not to be placed in direct contact with the soil. A foundation design shall take into consideration reasonable methods to provide ultrasonic inspection of critical steel parts when practical.
- The Tower Contractor, or other approved Foundation Contractor, will be responsible to obtain the approval on the interpretation of any soil strength parameters used within their design from the Owner’s selected Geotechnical Engineer. The Contractor will be responsible for all structural aspects of the foundations. When a geotechnical investigation report contains specific recommendations on the type of foundations to be used, this type shall be used in the quoted design. Alternative foundation types can be provided in addition to the specified design, but should be clearly marked as an alternative and have supporting documentation provided for its consideration.

- The maximum permissible variation in the plan view location of the top of drilled piers is 3 inches. Vertical piers shall be installed with a maximum deviation from plumb of 1.0 percent of the pier length. The bottom elevations of foundations as shown on the Tower Contractor's construction drawings are to be taken as minimum depths allowed; the tolerance on the maximum depth of the drilled piers is plus one foot. The elevation of the tower bedplate shall be held to a tolerance of ± 1 inch.
- The Foundation Contractor or Tower Contractor, if foundation work is part of the scope of the proposal is responsible for removal of excavated material and spoil in an approved manner. It may be acceptable to spread spoil at the site if a written plan submitted to the Owner by the Contractor, is approved by the Owner as well as by local authorities. *Note* for any plan to spread spoil out at the site to be accepted it must include spreading only good quality soil. Bad or clay type soil must be removed from the site.
- The Foundation Contractor or Tower Contractor shall install a concrete pad on the ground surface which shall encompass all three tower leg piers or tower base. This pad may be part of the base structure and follow the listed requirements:
 1. The pad shall extend outside of the bottom tower legs most outer surface, a minimum of 48 inches, but not more than 60 inches, and be formed in a square which surrounds and encompasses the tower base. The square shall be parallel to existing building foundations or driveways. Any modifications to this shall be indicated in the attachment.
 2. The pad shall be a minimum of 6 inches in depth and be reinforced with # 3 re-rod or larger.
 3. The re-rod shall be installed in a cross pattern, every 12 inches and with 6 inches of each edge. The re-rod shall be submersed in the center 1/3 of the concrete
 4. If the pad is independent of the tower foundation, the pad shall use a foundation of packed sand a minimum of 6 inches thick, which the cement pad will be poured on.
 5. The concrete shall be crowned in the center and drop to the edges with an estimated drop of $\frac{1}{4}$ inch per foot.
 6. The forms of the concrete pad shall be level, the entire circumference of the forms. Accommodations may be made for water dispersion if next to tower building or other structure.
 7. The forms shall be setup so that the outside bottom edge of the concrete shall be a minimum of 4 inches below normal grade for the entire circumference of the pad.
 8. The pad shall not interfere in any way with the tower bolts which support the tower or the piers. Contractor shall use felt board or similar material to isolate pad from the piers so pad can properly "float".

- All backfill or approved site fill shall be placed with finished grades shown on drawings and arranged for positive drainage away from the structure by using a minimum grade of 6" in the first ten feet. Fill placement and grade shall take into consideration settlement potential and be arranged for overall site drainage suitable to the Owner. Any fill used in soil areas supporting foundation loads must be compacted as specified in the Geotechnical Report or to a minimum of 95% of the soil's standard Procter density as defined by ASTM D698.
- The Tower Contractor shall retain a qualified independent testing agency to conduct concrete tests and perform inspections of the foundations at the site, if they are responsible for foundation installation. If the Owner takes the foundation portion of work out of the Tower Contractor's scope of work the Owner will be responsible to provide this service. The Contractor shall submit the testing agency's qualifications to the Owner, as well as this agency's detailed plan as to what will be tested, how the testing will be performed, items to be documented, methods of approval, and specific site inspections to be performed. The selection of the testing agency shall be subject to the approval of the Owner.
- The Foundation Contractor shall contact the Geotechnical Engineer, and the Owner, in a timely fashion relating to items requiring inspection as described in the Geotechnical Investigation Report. The Geotechnical Engineer and the Owner shall be contacted in the event that excavation finds that soil conditions vary from conditions described in the Geotechnical Report, or in the event that alterations are to be made in the foundation design.
- Final foundation Installation drawings shall be approved and stamped by an Iowa registered professional Engineer competent in foundation design. These drawings shall give the precise instructions for installation including all elevations, distances, sizes and tolerances.

Tower Erection:

- The Tower Contractor, or the designated Erector who has been approved by the Owner, shall provide the necessary qualified labor and sufficient equipment for the successful erection of the tower and the equipment mounted thereon as required by the Contract Documents. It shall be the Tower Contractor and Erectors responsibility to visit the tower site and be fully aware of all man made obstructions and topographical features of the proposed site. It will be the Tower Contractors responsibility to have all foundations properly staked out and verified that they are within existing property lines and easements.
- Tower Erector shall be responsible to become familiar with all local building codes, ordinances, and licenses required for erecting the tower. Procedures shall be in accordance with the safety rules and regulations of the industry at all times.

- The tower shall be erected in accordance with the construction drawings as provided and approved by the tower engineer. Under no circumstances should the drawings or tower construction be altered or modified without the specific permission of the tower engineer and the owner.
- The Tower Erector shall obtain from the Tower Contractor a written plan of erection verifying that the installation procedure and equipment used on the tower will keep all structural tower members within their full allowable stresses as defined by AISC.
- Erection of the tower shall include off-loading of tower material and all components, assembly of the tower material and all components, erection of tower complete with all appurtenances, Transmission Bridge, platforms, ice shields, lights, climbing equipment, associated electrical work and miscellaneous components as noted in this specification.
- The Tower Erector shall report any damaged tower components to the Tower Contractor and the Owner.
- When handling tower sections, all possible precautions shall be taken to prevent the bottom of the section from contacting the ground surface. Mud, dirt and other foreign matter shall be washed off with potable water prior to erecting the steel.
- Any damaged areas to galvanized or other finished surfaces shall be immediately corrected in a manner approved by the Owner.
- Fit up problems and contemplated corrective actions shall be reported to the Tower Contractor and Owner. Field corrections or modifications including the replacement of any tower components shall not be implemented without prior approval from the Tower Contractor and Owner.
- The tower in its final erected position shall be surveyed for plumb. It should be verified with a written report the amount of variation from true vertical throughout the tower mast. The tower should be plumb in regards to overall straightness, and straightness between any two points, within 1 part in 1000. The twist between any two elevations should not exceed 0.3 degrees in 10 feet, with the total twist not to exceed 3 degrees. If the tower exceeds these limits, the Tower Contractor and Owner shall be informed and the Owner's Engineer, if necessary, will determine an approved corrective procedure. Any costs associated with such corrective procedure shall be the responsibility of the Tower Contractor.

Tower Lighting requirements:

- The Tower light System shall meet or exceed all FAA and FCC requirements for tower lights as required for E-1 Medium Intensity Dual obstruction Lighting Standards. Additional information in the addendum.

- Unless required by FAA, only the 300 foot tower system shall require tower lights as per FAA requirements. Additional information on requirements are in the addendum.
- Unless otherwise stated, All tower lighting systems shall be LED based L-864/L-865 flashing dual, (RED/WHITE) strobe systems on the top of the tower and L810 for side marker, as required by FAA regulations.
- Contractor shall use DIALIGHT for tower lighting; Dual medium intensity LED strobe system:
 - Contractor shall install DIALIGHT model Vigilant L864/L865 LED Based Dual Red/White Beacon system at the top of the tower
 - Contractor shall us install DIALIGHT L810 LED system for the lower lighting.
 - Contractor shall utilize metal weather proof conduit and boxes to supply appropriate power, control and monitor wiring from control system in the building, to the light systems.
 - Light Control system in the building shall include the ability to monitor and provide indication of equipment failure and/or light failure via multiple media. These are to include FAX and Ethernet communications.
 - The system shall have the ability to indicate the failure of each light system and provide trouble codes.

Planned Tower equipment:

300 foot tower

- All tower equipment is planned and shall be used to determine loading of the tower for engineering purposes. **Contractor is not responsible to supply any antenna equipment or cabling of tower.**
- Plan to have 2 platforms on tower. Platform shall be an 12 foot triangular design. One mounted at the 290 foot level and the second at the 180 foot level. Each platform shall have the capacity for 18 antenna systems, (6 per face). Antenna will be a 700/800 MHz beam type antenna.
- Plan for 2-8 foot solid dishes with ice domes beginning at 260 and 250 feet. Another set of 2-8foot solid dishes with ice domes at 220 and 210 feet. Another set of 2-8foot solid dishes with ice domes at 170 and 160 feet. Another set of 2-8foot solid dishes with ice domes at 150 and 140 feet.
- Plan on cabling to transfer RF energy to and from each antenna and dish system.
- Cable support system ladder shall accommodate the Andrew SSH cable mounting system.

180 foot tower

- All tower equipment is planned and shall be used to determine loading of the tower for engineering purposes. **Contractor is not responsible to supply any antenna equipment or cabling of tower.**
- Plan to have 2 platforms on tower. Platform shall be an 12 foot triangular design. One mounted at the 180 foot level and the second at the 140 foot level. Each platform shall have the capacity for 18 antenna systems, (6 per face). Antenna will be a 700/800 MHz beam type antenna.
- Plan for 8-8 foot solid dishes with ice domes in pairs beginning at 160 feet in 10 foot increments, leaving space for the bottom platform
- Plan on cabling to transfer RF energy to and from each antenna and dish system.
- Cable support system ladder shall accommodate the Andrew SSH cable mounting system.

120 foot tower

- All tower equipment is planned and shall be used to determine loading of the tower for engineering purposes. **Contractor is not responsible to supply any antenna equipment or cabling of tower.**
- Plan to have a single platform on tower. Platform shall be an 12 foot triangular design. It shall be mounted at the 120 foot level. The platform shall have the capacity for 18 antenna systems, (6 per face). Antenna will be a 700/800 MHz beam type antenna.
- Plan for 6-8 foot solid dishes with ice domes in pairs beginning at 100 feet in 10 foot increments.
- Plan on cabling to transfer RF energy to and from each antenna and dish system.
- Cable support system ladder shall accommodate the Andrew SSH cable mounting system.

Grounding, Bonding & Lightning deterrent systems:

- The owner shall be responsible for grounding, bonding and lightning deterrent systems.
- The requirements and guidelines are utilized from NFPA 70, NFPA 780, ANSI T1.313-1997, and ANSI/EIA/TIA-222-F. **NOTE:** *NFPA 70 is the National Electrical Code® (NEC®) and NFPA 780 is the Standard for the Installation of Lightning Protection Systems. (from R56 standard from Motorola)*

Removal of old tower system:

- Contractor shall only remove existing tower if said tower disrupts the installation of the new tower system or if designated in the attachment section.
- All antennas and appurtenances on existing tower shall be considered obsolete and will be included in the demolition of the tower. (Any equipment requiring harvesting from the old tower will be noted by the Owner.)
- The disposal of the old tower shall be indicated in the attachment. If not indicated, it shall be the responsibility of the Owner.
- The Tower Contractor shall be responsible to complete a “ONE-CALL” before any demolition is completed on the old tower.

Subcontractor Approval:

- For each tower, the contractor shall include a list of those names and addresses of Subcontractors who are proposed to perform any portion of the work or furnish any portion of the equipment. Prior to contracting, the Owner will notify the apparent successful bidder in writing if the Owner has reasonable objection to any Subcontractor. The apparent successful bidder may submit an acceptable substitution without an increase in the bid or the bid may be withdrawn. This substitution must be in writing.
- If the Owner rejects any Subcontractor because of unsatisfactory work or if the Tower Contractor finds it necessary to change any Subcontractor after the notice of award, the Tower Contractor shall procure a replacement acceptable to the Owner at no increase in the contract price.

Attachment B

The attachment is to provide the planned locations and height requirements for planned towers. The DOT is planning on the purchase and erection of these towers, however due to cost, timing or other issues, the DOT may elect to remove, relocate or add towers to the contract. Any changes will be indicated in writing via the purchasing agent for the DOT.

The personnel contacts for each site shall be provided to the Contractor after the award of the contract.

Site #1, Kossuth County remote tower site

- **The tower site is located in Kossuth County at: 3007 Highway 169, Burt, IA 50522**
- **This site will be marked and identified beside the tower building on the grounds.**
- **This is planned to be a 300 foot tall tower.**
- **The tower shall point north with the flat face of the tower to the south, parallel to the building.**
- **The cable ladder shall be installed on the south face of the tower**
- **The climbing ladder shall be on the northwest face of the tower.**
- **The west pad edge for tower shall not exceed the west edge of the tower building pad. (This shall be negotiated with the contractor at the beginning of the project.)**
- **The contractor IS NOT responsible for removal of the existing or old tower system for the Kossuth County site.**



Site #2 O'Brien County remote tower site

- **The tower site is located in O'Brien County at: 2920 Roosevelt Ave., Sanborn, IA 51248**
- **This is located 2.8 miles north of Sanborn on US-59 on the east side of the road.**
- **This site will be marked and identified beside the tower building on the grounds.**
- **This is planned to be a 180 foot tall tower.**
- **The tower shall point South with the flat face of the tower to the North, parallel to the building.**
- **The cable ladder shall be installed on the North face of the tower**
- **The climbing ladder shall be on the Southwest face of the tower.**
- **The location of the tower shall be marked and negotiated at the beginning of the project with the Contractor and representative of the DOT.**

- The contractor **IS NOT** responsible for removal of the existing or old tower system for the O'Brien County site.

Site #3 Benton County remote tower site

- The tower site is located in Benton County at: 5397 31st. Ave. Urbana, IA 52345
- This is located on the DOT garage grounds.
- This site will be marked and identified beside the tower building on the grounds.
- This is planned to be a 300 foot tall tower.
- The tower shall point West with the flat face of the tower to the East, parallel to the tower building.
- The cable ladder shall be installed on the east face of the tower
- The climbing ladder shall be on the northwest face of the tower.
- The south pad edge for tower shall not be passed the right-of-way edge of DOT property.
- The contractor **IS** responsible for the removal of the existing tower system which is located on the DOT grounds. The tower for removal is a 100 foot Pirod. The contractor is not required to remove the tower foundation but must remove tower bolts flush with the concrete surface.
- The old tower shall not be removed until construction on the new tower is complete.

Site #4 Buchanan County remote tower site

- The tower site is located in Buchanan County at: 2001 240th St. Independence, IA 50644
- This is located at the DOT garage grounds.

- This site will be marked and identified beside the tower building on the grounds.
- This is planned to be a 300 foot tall tower.
- The tower shall point South with the flat face of the tower to the North, parallel to the tower building.
- The cable ladder shall be installed on the north face of the tower
- The climbing ladder shall be on the southwest face of the tower.
- The north side of pad and tower shall be centered with the tower building.
- The contractor IS responsible for the removal of the existing tower system which is located on the DOT grounds. The tower for removal is a 150 foot Pirod. The contractor is not required to remove the tower foundation but must remove tower bolts flush with the concrete surface.
- The old tower shall not be removed until construction on the new tower is complete.

Site #5 Clinton County remote tower site

- The tower site is located in Clinton County at: 801 Westwood Dr., DeWitt, IA 52742
- This is located on the DOT garage grounds.
- This site will be marked and identified beside the tower building on the grounds.
- This is planned to be a 300 foot tall tower.
- The tower shall point North with the flat face of the tower to the South, parallel to the building.
- The cable ladder shall be installed on the northeast face of the tower
- The climbing ladder shall be on the northwest face of the tower.
- The cable ladder shall be centered with the tower building.

- The contractor IS responsible for the removal of the existing tower system which is located on the DOT grounds. The tower for removal is a 100 foot Pirod. The contractor is not required to remove the tower foundation but must remove tower bolts flush with the concrete surface.
- The old tower shall not be removed until construction on the new tower is complete.

Site #6 Pottawattamie County remote tower site

- The tower site is located in Pottawattamie County at DPS Post x : 2025 Hunt Ave., Council Bluffs, IA 51503
- This is located on DPS Post grounds.
- This site will be marked and identified beside the tower building on the grounds.
- This is planned to be a 300 foot tall tower. (This tower is presently seeking approval by the FAA and may be altered per their approval/disapproval.)
- The tower shall point North with the flat face of the tower to the South, parallel to the building.
- The cable ladder shall be installed on the northeast face of the tower
- The climbing ladder shall be on the northwest face of the tower.
- The location of the tower shall be marked and negotiated at the beginning of the project with the Contractor and representative of the DOT and DPS.
- The contractor IS responsible for the removal of the existing tower system which is located at another location in Pott. County. The tower for removal is a 200 foot Pirod. The contractor is not required to remove the tower foundation but must remove tower bolts flush with the concrete surface.

- **The old tower shall not be removed until construction on the new tower is complete.**



Iowa Department of Transportation

PROPOSAL GUARANTY / BID BOND

KNOW ALL PERSONS BY THESE PRESENTS: That we, _____
(Contractor's/Bidder's Name)

_____ of _____
(City,State)

as principal, and the _____
(Surety)

of _____ as Surety, are held and firmly bound unto the Iowa Department of
(Address)

Transportation and to the State of Iowa, or Municipality as defined in Iowa Code, Section 73A.1 as applicable, hereinafter defined as Obligee, in the penal sum as shown in the contract documents of the specified project, for which payment said principal and surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

WHEREAS, the principal is herewith submitting his/her or its sealed proposal for:

County _____

Bid Order # _____
(not required by Purchasing Section)

Type of Work _____

Date of Letting _____, 20 _____.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, then this obligation shall become null and void or in the event of the failure of the principal to enter such contract and give such bond, the principal shall pay to the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

IN WITNESS WHEREOF, the principal and surety have caused these presents to be signed this _____ day of _____, 20 _____.

Principal
(Contractor's/Bidder's Name)

By _____
Contractor's/Bidder's Signature

Address

Surety

By _____
Authorized Surety Representative