

SECTION 00 05 20

AGREEMENT

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THIS AGREEMENT is by and between City of Dubuque

(hereinafter called OWNER) and Tricon General Construction, Inc.

(hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project consists of the construction of a variety of cast-in-place concrete including connection structure, inlet structure and Rhomberg Bridge, 22nd Street Bridge, Headwater Overlook, 18' x 18' CIP box culvert, 10' x 6' CIP box culvert, aeration structure, three-baffle box vaults, storm sewer vaults, channel piers, and two kiosks. Excavation, dewatering, soil retention, backfill and restoration for this work will be completed by others under the Upper Bee Branch Creek-Channel, Streets, & Utilities Project, Contract 1-2015.

Article 3. ENGINEER

3.01 The Project has been designed by Strand Associates, Inc.<sup>®</sup> (hereinafter called ENGINEER), who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

#### 4.02 Dates for Substantial Completion and Final Payment

A. CONTRACTOR agrees that the Work on the items listed below will be substantially complete in accordance with the following milestones:

<u>Work Item</u>	<u>Milestone Date</u>
Connection Structure—	
Able to Convey Flow/Provide Opening in Bee Branch	August 31, 2015
Inlet Structure—Able to Convey Flow (South Half)	August 31, 2015
Rhomberg Bridge Piling, Piers, and Abutments	January 15, 2016
22nd Street Bridge Piling, Piers, and Abutments	January 31, 2016
Bee Branch Opening (Wash. Street)	March 15, 2016
Outfall Overlook Structure—Able to Convey Flow	June 31, 2016
24th Street Box Culvert	June 31, 2016
Rhomberg Bridge Structure	July 15, 2016
22nd Street Box Culvert	November 15, 2016
22nd Street Bridge Structure	November 15, 2016”

B. CONTRACTOR agrees that all work will be substantially complete on or before July 1, 2017 and that final completion will be on or before September 1, 2017.

C. The milestone dates above are provided to guide the development of the schedule for Contracts 1-2015 and 2-2015. Contract 2-2015 Contractor may propose adjustments to the milestone dates. Any adjustments to the milestone dates shall be approved by OWNER and the Contractor for Contract 1-2015 prior to implementation.

#### 4.03 Agreed Costs of Delay

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as agreed costs of delay that does not result in adjustment of the contract time pursuant to Section 12.03 of the General Conditions (but not as a penalty), CONTRACTOR shall pay to OWNER the following daily charge:

CONTRACTOR shall pay to OWNER agreed costs of delay of \$2,000 per day.

Agreed costs of delay shall be applied separately to each of the substantial and final completion dates.

B. The CONTRACTOR and the CONTRACTOR's surety shall be liable for and shall pay the OWNER for any extra costs for engineering or architectural services, construction observation services and related expenses, and attorney's fees necessitated by the delayed prosecution of the work by the CONTRACTOR beyond the date of Final Completion required by the Agreement. Such costs are in no way a penalty, but represent additional expenses to the OWNER caused by the CONTRACTOR's delay in completing the Work.

C. Agreed costs of delay will be assessed as follows:

##### 1. Completion Date Contracts.

The amount of agreed costs of delay specified in the proposal form will be assessed, not as a penalty but as predetermined and agreed cost of delay, for each calendar day that any work remains uncompleted beyond the Completion Date or any extension authorized by OWNER.

Assessment of cost of delay will be based only on the number of calendar days required to complete the contract beyond the completion date, plus authorized extensions.

The final payment will be withheld until the amount of agreed costs of delay are agreed upon.

This provision for the assessment of the agreed costs of delay 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 failure of the CONTRACTOR to carry out the terms of the contract.

#### 4.04 Delays to Contractor and Extension of Time

A. If CONTRACTOR is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of OWNER, or other causes not the fault of and beyond control of OWNER and CONTRACTOR, then CONTRACTOR shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to CONTRACTOR's ability to complete the Work within the Contract Times. Such an adjustment shall be CONTRACTOR's sole and exclusive remedy for the delays described in this Paragraph.

### Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

### Article 6. PAYMENT PROCEDURES

#### 6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

## 6.02 Progress Payments; Retainage

A. Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided below. All such payments will be measured by the number of units completed multiplied by the unit costs of the various units.

B. Retainage: OWNER shall retain an amount equal to 5% of each progress payment application. The 5% retainage shall be withheld from all applications for progress payments until 100% of the work is complete. All punchlist items shall be finished before the work shall be deemed 100% complete. CONTRACTOR shall not submit an application for progress payment that indicates a work item as being 100% complete based on a claim that the retainage withholding amount covers the cost of the outstanding work included on the punchlist.

1. Retained funds shall be retained by OWNER for a period of 30 calendar days after the completion and final acceptance of the improvements by OWNER. If at the end of the 30 calendar day period claims are on file as provided in Iowa Code Ch. 573, OWNER shall also continue to retain from the unpaid funds, a sum equal to double the total amount of all claims on file. The remaining balance of the unpaid fund, or if no claims are on file and the Work is complete, the entire unpaid fund shall be released and paid to CONTRACTOR.

2. Upon Substantial Completion of all Work, however, and in accordance with Iowa Code 26.13, CONTRACTOR may request the release of all or part of the retained funds owed. The request shall be accompanied by a sworn statement of CONTRACTOR that, ten calendar days prior to filing the request, notice was given as required to all known subcontractors, sub-subcontractors, and suppliers.

a. Prior to applying for release of retained funds, CONTRACTOR shall send a notice to all subcontractors, sub-subcontractors, and suppliers that provided labor or materials for the public improvement project. the notice shall be substantially similar to the following:

### "NOTICE OF CONTRACTOR'S REQUEST FOR EARLY RELEASE OF RETAINED FUNDS

You are hereby notified that [name of CONTRACTOR] will be requesting an early release of funds on a public improvement project designated as [name of project] for which you have or may have provided labor or materials. The request will be made pursuant to Iowa Code section 26.13. The request may be filed with the [name of governmental entity or department] after ten calendar days from the date of this notice. The purpose of the request is to have [name of governmental entity or department] release and pay funds for all work that has been performed and charged to [name of governmental entity or department] as of the date of this notice. This notice is provided in accordance with Iowa Code section 26.13."

b. If at the time of the request for the release of the retained funds labor or material are yet to be provided, an amount equal to two hundred percent of the value of the labor or materials yet to be provided, as determined by ENGINEER, may be withheld until such labor or materials are provided.

3. CONTRACTOR shall release retained funds to subcontractor or subcontractors in the same manner as retained funds are released to CONTRACTOR by OWNER. Each

subcontractor shall pass through each lower tier subcontractor all retained fund payments from CONTRACTOR.

### 6.03 Final Payment

A. OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07.

## Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

- First: WRITTEN AMENDMENTS
- Second: AGREEMENT
- Third: CHANGE ORDERS
- Fourth: ADDENDA
- Fifth: GENERAL CONDITIONS
- Sixth: SPECIFICATIONS
- Seventh: DRAWINGS

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

## Article 8. CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. CONTRACTOR has carefully studied (1) all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Special Environmental Condition, if any, at the Site which has been identified in Paragraph 4.06 of the General Conditions.

E. CONTRACTOR has obtained and carefully studied (or accepts consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site that may affect the cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract

Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

K. The CONTRACTOR must make frequent inspections during the progress of the Work to confirm that Work previously performed by the CONTRACTOR is in compliance with the Contract Documents and applicable laws and regulations bearing on the performance of the Work and Referenced Standards and that portion of Work previously performed by the CONTRACTOR or by others are in proper condition to receive subsequent Work.

## Article 9. CONTRACT DOCUMENTS

### 9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00520-1 through 00520- 12 , inclusive);
  2. Performance, Payment, and Maintenance Bond (pages to 00600-1 through 00600-5, inclusive);
  3. Other bonds
    - a. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_ , inclusive);
    - b. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_ , inclusive);
    - c. \_\_\_\_\_ (pages \_\_\_\_\_ to \_\_\_\_\_ , inclusive);
  4. General Conditions (pages 00700-1 through 00700- 86 , inclusive);
  5. Special Provisions.
  6. Specifications as listed in the table of contents of the Project Manual;
  7. Drawings—Sheets No. 000 through No. S691.1
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inclusive incorporated herein by reference with each sheet bearing the following general title:

Upper Bee Branch Creek - Structures - Contract 2-2015

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as well as drawings listed in the table of contents that are bound at the back of these specifications.

8. Addenda ( Numbers 1 through 3 ).
9. Consent Decree agreement per Case No. 2:1-CV-01011-EJM Document 6, dated June 27, 2011, included in the Special Provisions section.
10. Exhibits to this Agreement (enumerated as follows):
  - a. CONTRACTOR's Bid (pages 400-5 to 6A.2);
  - b. Documentation submitted by CONTRACTOR prior to Notice of Award  
( \_\_\_\_\_ );
  - c. ( \_\_\_\_\_ );
11. Special Attachments as follows:
  - a. City-ACOE-IDNR Programmatic Agreement.
  - b. Sales Tax Instruction.
  - c. Out of State Bond Requirements.
  - d. Consent Decree.
  - e. Schedule B Insurance Requirements.
  - f. Permits.

10. The following may be delivered or issued on or after the Effective Date of the Agreement:

- a. Notice to Proceed (pages { 00 05 50-1 } to { 00 05 50-1 }, inclusive);
- b. Work Change Directives (not attached to this Agreement);
- c. Change Order(s) (not attached to this Agreement).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

## Article 10. MISCELLANEOUS

### 10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

### 10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### 10.03 Successors and Assigns

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements, and obligations contained in the Contract Documents.

### 10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### 10.05 Nonwaiver

A. No provision of the Contract Documents will be deemed waived by reason of one party failing to enforce the provision on one or more occasions. Any such waiver must be in writing.

### 10.06 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

### 10.07 Attorney's Fees

A. In the event the Owner should prevail in any legal action arising out of the performance or non-performance of this Agreement, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees, all expert witness fees, costs, and litigation expenses incurred by the Owner, including those incurred on appeal. The term "legal action" shall be deemed to include any arbitration, administrative proceedings, and all actions at law or in equity, including appeals.



## INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

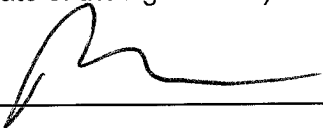
If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on MAY 26, 2015  
(which is the Effective Date of the Agreement).

OWNER 

Michael Van Milligen, City Manager (Seal)  
Signature and Title

ATTEST:

By:   
Signature and Title

Address for Giving Notices:

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

Street: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Designated Representative: \_\_\_\_\_

CONTRACTOR TRICON GENERAL CONSTRUCTION



Signature and Title

(Seal)

ATTEST:

By:

Cindy Motto

Signature and Title

Address for Giving Notices:

Company Name: TRICON GENERAL CONSTRUCTION

Street: 2245 KERPER BLVD, SUITE 2

City, State, Zip Code: DUBUQUE, IA 52001

Phone: 563.588.9516

Facsimile: 563.588.9519

E-mail: ronrichard@triconcy.com

Designated Representative: BON RICHARD

(For Purposes of Notices)  
License No.: CO93574

(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary under the corporate seal to be true copies.

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
*(Print Name)* *(Title of Officer Signing Certificate)*

of the corporation named as CONTRACTOR herein above; that \_\_\_\_\_,  
*(Print Name of Officer Signing Agreement)*

who signed the foregoing Agreement on behalf of CONTRACTOR was then \_\_\_\_\_  
*(Title of Officer Signing Agreement)* of said corporation; that said Agreement was duly signed

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
(Corporate Seal)

END OF SECTION

BID

UPPER BEE BRANCH CREEK-  
STRUCTURES  
CONTRACT 2-2015  
CITY OF DUBUQUE, IOWA

Contract award will be made based on the Computed Total Base Bid plus any Alternatives selected. The price for all Base Bid items shall be included in the Computed Total Base Bid. Alternative Bids will be added to or deducted from the Computed Total Base Bid, if they are accepted, prior to Contract award being made.

OWNER reserves the right to accept or reject any alternatives to the Computed Total Base Bid. Should OWNER wish to consider alternatives listed, Bidder may be required to provide additional information as listed in Article 6.05 of the General Conditions, prior to Notice of Award.

The following prices per item shall be for furnishing and installing the various items of material and work as specified and shown on the drawings. Bidder agrees to perform the Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that unit prices have been computed in accordance with Paragraph 11.03.B of the General Conditions. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

NOTE: A price must be bid for each item in the Bid. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All words and numbers shall be in ink.

Item No.	Description	Quantity	Unit	Unit Cost	Extension
<b>Overall Channel Site</b>					
1.	Coordination, Field Engineering and Meetings	1	LS	\$	\$
2.	Contract Closeout	1	LS	\$	\$
3.	Field Office	1	LS	\$	\$
4.	Connection Structure	1	LS	\$	\$
5.	Provide Opening in Bee Branch Culvert- Connection Structure	1	LS	\$	\$
6.	Inlet Structure	1	LS	\$	\$
7.	Rhomberg Bridge - Structure	1	LS	\$	\$
8.	22nd Street Bridge - Structure	1	LS	\$	\$
9.	Outfall Overlook - Structure	1	LS	\$	\$
10.	Weirs (Outfall Overlook, Aeration Structure)	1	LS	\$	\$
11.	Outfall Lookout - Structure	1	LS	\$	\$

Item No.	Description	Quantity	Unit	Unit Cost	Extension
12.	Aeration Structure	1	LS	\$	\$
13.	24th Street Culvert (18'x8' CIP Box Culvert)	1	LS	\$	\$
14.	22nd Street Culvert (10'x6' CIP Box Culvert)	1	LS	\$	\$
15.	Washington Street CIP Baffle Box	1	LS	\$	\$
16.	Pine Street CIP Baffle Box	1	LS	\$	\$
17.	Lincoln Avenue CIP Baffle Box	1	LS	\$	\$
18.	Channel Pier	11	EA	\$	\$
19.	24th Street Kiosk	1	LS	\$	\$
20.	22nd Street Kiosk/Bus Shelter	1	LS	\$	\$
21.	24th Street Junction Box	1	LS	\$	\$
22.	Kniest Biofield Boardwalk CIP Concrete	1	LS	\$	\$
23.	22nd Street Spillway Boardwalk CIP Concrete	1	LS	\$	\$
24.	Temporary Channel/Bee Branch Opening and Repair - Washington Street	1	LS	\$	\$

COMPUTED TOTAL BID CONTRACT 2-2015 (ITEMS 1 THROUGH 24)

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
 (Words) (Numbers)

UPPER BEE BRANCH CREEK-STRUCTURES  
 CONTRACT 2-2015  
 CITY OF DUBUQUE, IOWA

No.	Description	Quantity	Unit	Unit Price	Total Price
<b>Overall Channel Site</b>					
1.	Coordination, Field Engineering and Meetings	1	LS	\$ 359,257.00	\$ 359,257.00
2.	Contract Closeout	1	LS	\$ 5,000.00	\$ 5,000.00
3.	Field Office	1	LS	\$ 80,000.00	\$ 80,000.00
4.	Connection Structure	1	LS	\$ 195,060.00	\$ 195,060.00
5.	Provide Opening in Bee Branch Culvert-Connection Structure	1	LS	\$ 17,488.00	\$ 17,488.00
6.	Inlet Structure	1	LS	\$ 491,043.00	\$ 491,043.00
7.	Rhomberg Bridge - Structure	1	LS	\$ 1,252,000.00	\$ 1,252,000.00
8.	22nd Street Bridge - Structure	1	LS	\$ 1,302,000.00	\$ 1,302,000.00
9.	Outfall Overlook - Structure	1	LS	\$ 392,000.00	\$ 392,000.00
10.	Weirs (Outfall Overlook, Aeration Structure)	1	LS	\$ 15,000.00	\$ 15,000.00
11.	Outfall Lookout - Structure	1	LS	\$ 141,000.00	\$ 141,000.00
12.	Aeration Structure	1	LS	\$ 13,250.00	\$ 13,250.00
13.	24th Street Culvert (18'x8' CIP Box Culvert)	1	LS	\$ 518,500.00	\$ 518,500.00
14.	22nd Street Culvert (10'x6' CIP Box Culvert)	1	LS	\$ 105,700.00	\$ 105,700.00
15.	Washington Street CIP Baffle Box	1	LS	\$ 90,530.00	\$ 90,530.00

No.	Description	Quantity	Unit	Unit Price	Total Price
16.	Pine Street CIP Baffle Box	1	LS	\$ 134,125.00	\$ 134,125.00
17.	Lincoln Avenue CIP Baffle Box	1	LS	\$ 32,500.00	\$ 32,500.00
18.	Channel Pier	11	EA	\$ 6,360.00	\$ 69,960.00
19.	24th Street Kiosk	1	LS	\$ 29,000.00	\$ 29,000.00
20.	22nd Street Kiosk/Bus Shelter	1	LS	\$ 71,000.00	\$ 71,000.00
21.	24th Street Junction Box	1	LS	\$ 11,700.00	\$ 11,700.00
22.	Kniest Biofield Boardwalk CIP Concrete	1	LS	\$ 25,620.00	\$ 25,620.00
23.	22nd Street Spillway Boardwalk CIP Concrete	1	LS	\$ 8,567.00	\$ 8,567.00
24.	Temporary Channel/Bee Branch Opening and Repair - Washington Street	1	LS	\$ 21,700.00	\$ 21,700.00
COMPUTED TOTAL ITEMS NO. 1 THROUGH 24					\$ 5,382,000.00

Five Million, Three Hundred Eight-Two Thousand  
(Words)

Dollars

\$ 5,382,000.00  
(Numbers)



ALTERNATIVE BID NO. 1

UPPER BEE BRANCH CREEK-  
STRUCTURES  
CONTRACT 2-2015  
CITY OF DUBUQUE, IOWA

Item No.	Description	Quantity	Unit	Unit Cost	Extension
1.	Rhomberg Bridge-14-IN DIA Steel Pipe Piling	4,580	LF	\$	\$
2.	22nd Street Bridge-14-IN DIA Steel Pipe Piling	4,180	LF	\$	\$

COMPUTED TOTAL ALTERNATIVE BID NO. 1

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) (Numbers)

ALTERNATIVE BID NO. 2

UPPER BEE BRANCH CREEK-  
STRUCTURES  
CONTRACT 2-2015  
CITY OF DUBUQUE, IOWA

Item No.	Description	Quantity	Unit	Unit Cost	Extension
1.	Rhomberg Bridge-16-IN DIA Auger Cast Grout Piles	4,040	LF	\$	\$
2.	22nd Street Bridge-16-IN DIA Auger Cast Grout Piles	4,580	LF	\$	\$
3.	Auger Cast Grout Pile Static Load Tests	2	EA	\$	\$

COMPUTED TOTAL ALTERNATIVE BID NO. 2

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Words) (Numbers)

UPPER BEE BRANCH CREEK-STRUCTURES  
 CONTRACT 2-2015  
 CITY OF DUBUQUE, IOWA  
 ALTERNATIVE BID NO. 1

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Rhomberg Bridge-14-IN DIA Steel Pipe Piling	4,580	LF	\$ 38.00	\$ 174,040.00
2.	22nd Street Bridge-14-IN DIA Steel Pipe Piling	4,180	LF	\$ 38.00	\$ 158,840.00
COMPUTED TOTAL ITEMS NO. 1 THROUGH 2					\$ 332,880.00

Three Hundred Thirty-Two Thousand, Eight Hundred Eighty      Dollars      \$ 332,880.00  
 (Words)      (Numbers)

UPPER BEE BRANCH CREEK-STRUCTURES  
 CONTRACT 2-2015  
 CITY OF DUBUQUE, IOWA  
 ALTERNATIVE BID NO. 2

No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Rhomberg Bridge-16-IN DIA Auger Cast Grout Piles	4,040	LF	\$ 110.00	\$ 444,400.00
2.	22nd Street Bridge-16-IN DIA Auger Cast Grout Piles	4,580	LF	\$ 110.00	\$ 503,800.00
3.	Auger Cast Grout Pile Static Load Tests	2	EA	\$ 95,000.00	\$ 190,000.00
COMPUTED TOTAL ITEMS NO. 1 THROUGH 3					\$ 1,138,200.00

One Million, One Hundred Thirty-Eight Thousand, Two Hundred Dollars  
(Words)

\$ 1,138,200.00  
(Numbers)

