

Oskaloosa Public Works Department

804 South D Street, Oskaloosa, IA 52577

Phone: 641-673-7472 Fax: 641-673-3733

City of Oskaloosa Public Works Department Competitive Quote Contract

PROJECT TITLE: 2023 Sidewalk Improvements-Active Transportation Plan (11th Avenue West from South D Street to Park Trail)

This contract is entered into on the signed date below between the City of Oskaloosa, Iowa ("City") and Mahask Insulation LLC ("Contractor").

1. SCOPE OF WORK

- A. Project Location: North L Street from B Avenue West to D Avenue West. The Contractor shall perform the work as described in Attachment A: Scope of Work and all accompanying documents.

2. PROJECT START AND COMPLETION

- A. No work is to be performed prior to written or verbal notice to proceed delivered by City staff.
- B. All work under this contract is to be completed by November 30, 2022. Failure to complete the project within the specified time frame may result in termination of the contract and disqualification from future projects.

3. PAYMENT

- A. The City shall pay the Contractor for the work performed under this contract at the lump sum prices set forth in the Contractor's proposal as described in Attachment B: Bid Sheet. All payments will be calculated based on the lump sum prices and percentage of the project completed. The contractor shall not exceed the scope of work without City approval. Additional materials, labor, or other work performed without prior consent will not be compensated.
- B. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with the scope of work as described in Attachment "A", the current Statewide Urban Design and Specifications (SUDAS) standards, Iowa DOT specifications, and all City of Oskaloosa Municipal Code requirements and Public Works Department standards. Any changes to the scope of work or design must be approved by the City Engineer.
- C. The Contractor shall maintain expense and materials quantities records and provide the City with copies when requested. The Contractor shall submit invoices which reference the percentage of the project completed, the lump sum prices, and the project purchase order number. Once approved by the City Council, invoice payments are to be mailed out on the 10th day of every month. City Council meetings are held on the 1st and 3rd Monday of every month.
- D. If the work performed does not meet the requirements set forth in this Contract, the City shall have the right to withhold payment until corrections or modifications are completed and the requirements of this Contract are met.

4. CONTRACTOR RESPONSIBILITIES

- A. **Safety and Traffic Control** - The Contractor shall take all necessary precautions for the safety of their employees and the public and shall comply with all applicable provisions of federal, state, and local regulations, ordinances, and codes. The Contractor shall provide, erect, and properly maintain at all times the necessary warning devices, signs, and traffic control for the protection of workers and the public. All road or lane closures, warning signs, and traffic control devices must meet the current Manual on Uniform Traffic Control Devices (MUTCD), Iowa DOT traffic control regulations, and City of Oskaloosa Municipal



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- H. **Site Clean-Up and Restoration** - The Contractor shall be responsible for the disposal of all material that is unsuitable for backfill or surface restoration. The Contractor shall strip, salvage, and re-spread all topsoil on site. The re-spread topsoil shall be brought to a finished grade and approved by the City prior to project acceptance. All brick, concrete, asphalt, gravel, rocks, tree roots, and any other undesirable material shall be removed from the top 6" of topsoil.

5. GENERAL PROVISIONS

- A. The City Engineer, or City staff under the direction of the City Engineer, shall have primary responsibility for the City under this Contract and shall oversee, inspect, and approve all work to be performed, coordinate communications, and review and approve all invoices.
- B. The Contractor is, and shall be at all times during the term of this Contract, an independent contractor and not an employee of the City.
- C. The City reserves the right to make alterations in the project scope or in the quantities of work as may be considered necessary.
- D. The Contractor shall protect, defend, indemnify, and save harmless the City and its agents from any and all costs, claims, or damages resulting from the Contractor's negligence or carelessness. In the same way, the City shall protect, defend, indemnify, and save harmless the Contractor and its agents from any costs, claims, or damages resulting from the City's negligence or carelessness.

6. TERMINATION OF CONTRACT

This Contract shall terminate upon satisfactory completion of the work and final payment by the City. The City may terminate the Contract and take possession of the premises and all materials and finish the work by whatever methods it may deem expedient, by giving 10 days written notice to the Contractor, upon occurrence of any one or more of the following events:

- 1. The Contractor makes a general assignment for the benefit of its creditors.
- 2. A receiver is appointed as a result of the insolvency of the Contractor.
- 3. The Contractor persistently or repeatedly refuses or fails to complete the work required.
- 4. The Contractor persistently disregards federal, state, or local regulations and ordinances.
- 5. The Contractor persistently disregards City instructions or otherwise violates the terms of this Contract.
- 6. The City determines that sufficient funds are not available to fund completion of the contracted work.

In the event the contract is terminated by the City, the Contractor shall not be entitled to receive any further amounts due under the Contract until the work specified is satisfactorily completed up to the date of termination. If the unpaid balance owed to the Contractor exceeds the expense incurred by the City to finish the work and all damages sustained by the City due to refusal, neglect, failure, or discontinuance, the excess shall be paid by the City to the Contractor. If the City's expense and damages exceed the unpaid balance, the Contractor and its surety shall be jointly and severally liable and shall pay the difference to the City. Such expense and damages shall include all legal costs incurred by the City to protect the rights and interests of the City under the Contract, provided such legal costs shall be reasonable.

7. CLAIMS

Any claim against the City for damages, expenses, costs, or extra work arising out of the performance of this Contract must be made in writing to the City within 30 days after the discovery of such damage, expense, or loss. No claims may be made after City approval of the final payment. The Contractor, upon submitting an invoice for final payment, shall be deemed to have waived its right to make any further claims, unless such claim is included with the final payment invoice.



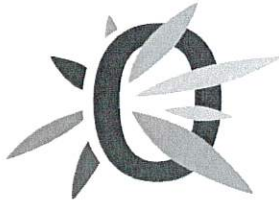
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Code requirements. Materials and equipment may not be stored or staged within the City right-of-way unless otherwise approved by the City Engineer.

- B. **Corrections of Defects** - The Contractor shall be responsible for correcting all defects in workmanship and/or materials discovered within one year after acceptance of work. When corrections are made, the Contractor shall be responsible for correcting all defects in workmanship and/or materials in the corrected work for one year after acceptance of the corrections by the City. The Contractor shall start work to remedy such defects within 7 days of mailing notice of discovery by the City and shall complete such work within the timeframe stated in the notice. In emergencies where damage may result from delay or where loss of service may result, the corrections may be made by the City, in which case the cost shall be borne by the Contractor. In the event the Contractor does not accomplish corrections within a specified time, the work will be otherwise accomplished and the cost shall be paid by the Contractor. Failure to complete corrections may also result in disqualification from future City projects. Corrections include, but are not limited to, re-compaction of soil, defective pipe or culvert replacement, replacement of defective concrete or asphalt, placement of additional soil over settled excavation areas, and disposal of exposed project material and debris.
- C. **Warranty** - The Contractor shall be liable for any costs, losses, expenses, or damages suffered by the City resulting from defects in the Contractor's work. These costs may include, but are not limited to, cost of materials and labor used by the City in making emergency repairs, and the cost of engineering, inspection, and supervision by the City. The Contractor shall hold the City harmless from any and all claims which may be made against the City as a result of any defective work, and the Contractor shall defend any such claims at its own expense.
- D. **Insurance** - The Contractor must be bonded and insured with the City in the applicable amounts required by the City of Oskaloosa Municipal Code for the scope of work. The Contractor shall not commence work until their performance and payment bond have been approved.
- E. **Utilities** - The Contractor is responsible for notifying, locating, and protecting all public and private utilities. Any utilities damaged as a result of the Contractor's negligence will be repaired at the Contractor's expense. All utility fixtures shall be adjusted to conform to the finished surface of the street, driveway, sidewalk, or finished grade. Any alteration, improvement, relocation, or removal of any utility required as a result of the scope of work will be done at the Contractor's expense. The Contractor is responsible for coordinating all work with utility company personnel.
- F. **Site Access** - The Contractor must notify property owners 48 hours in advance if access to their properties will be interrupted. The Contractor is responsible for maintaining access to private property at all times for emergency vehicles. Pedestrian access must be maintained at all times to residences and businesses. The Contractor is responsible for providing 7 day, 24 hour emergency contact information. Inability to make contact in the event of an emergency may result in penalties, fines, and/or back charges as a result of damages.
- G. **Existing Vegetation and Structures** - The Contractor shall not disturb desirable grass areas or trees outside of the construction limits. The Contractor is responsible for removing, storing, and replacing any signs, posts, monuments, stakes, property pins, reference points, and/or benchmarks which may be in line of construction. In case of destruction by Contractor's negligence or carelessness, the Contractor will be charged with the resulting expense of replacement and be held responsible for any mistakes or loss of time. Any damage to, or destruction of, public or private property by Contractor's negligence or carelessness will be repaired or replaced at the Contractor's expense.



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8. PERFORMANCE BOND

When the contract price equals or exceeds \$25,000, the contract shall be accompanied by a performance, payment, and maintenance bond, with surety, for the faithful performance of the contract and all other requirements as provided by law and as stated in Iowa Code Section 573.2. For project contracts of \$53,000 or less, a waiver of these bond requirements may be granted if written evidence is presented that demonstrates that your business is unable to secure a bond due to lack of experience, net worth, or capital per Iowa Code Section 12.44. Please contact the City to obtain the bond documents.

9. EXTENT OF CONTRACT

This Contract, together with the attachments, represents the entire and integrated Contract between the City of Oskaloosa ("City") and Mahaska Insulation LLC ("Contractor") and supersedes all prior negotiations, representations, or agreements, either written or oral. These parties have executed this Contract and it shall be effective as of the signed date below. This contract may be amended, modified, or added to only by written agreement signed by both parties.

CONTRACTOR

CITY OF OSKALOOSA

Printed Name: Mahaska Insulation LLC Printed Name: _____
Signature: Francisco J. Ramirez Signature: _____
Phone: (641) 569-0887 Title: _____
Date: 6/6/22 Date: _____