

*Contract Documents*  
*for*  
*Edmundson Park Improvements*

*Prepared for:*

*City of Oskaloosa  
220 S Market St  
Oskaloosa, IA 52577*



*Prepared by:*





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## **Standard Specifications**

Site Standard Specifications: The most recent editions, as per the project letting date, of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications shall apply to all work performed on this project unless otherwise noted herein. The SUDAS Standard Specifications are available online at [www.iowasudas.org](http://www.iowasudas.org) or may be obtained by contacting the SUDAS Program at: 515-294-8103 or Iowa SUDAS, 2711 South Loop Drive, Suite 4700, Ames, IA 50010-8664

Division 11:  
11,999 – Playground Equipment and Safety Surfacing

## **NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING**

JURISDICTION OF **CITY OF OSKALOOSA, IOWA** PUBLIC IMPROVEMENT PROJECT

### **EDMUNDSON PARK IMPROVEMENTS**

#### **Public Hearing on Proposed Contract Documents and Estimated Cost for Improvement**

Notice is hereby given that a public hearing will be held by the **City of Oskaloosa, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **6:00 P.M.** on **April 17, 2023**, in **City Council Chamber, City Hall, 220 S Market St, Oskaloosa, IA 52577** for the **Edmundson Park Improvements**.

#### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising each improvement as stated below must be filed before **10:00 A.M.** according to the clock **the office of City Clerk**, on **April 11, 2023**, in the office of the **City Clerk's Office, City Hall, 220 S Market St, Oskaloosa, IA 52577**. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

#### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids tabulated at **10:00 A.M.** on **April 11, 2023**, in the **City Clerk's Office, City Hall, 220 S Market St, Oskaloosa, IA 52577** for consideration by the **City of Oskaloosa** at its meeting on **April 17, 2023**.

#### **Commencement of Work**

Work on the improvement shall be commenced immediately upon approval of the contract by the Council and be completed as stated below.

#### **Contract Documents**

Hard copies of the contract documents are available from McClure Engineering Company, 1360 NW 121<sup>st</sup> Street, Clive, IA 50325. The initial set is free of charge to prospective bidders, i.e. qualified general contractors. A fee of Twenty Dollars (\$20.00) per set will apply to additional sets and to bidding documents requested by other than prospective bidders. This fee is refundable, provided the following conditions are met. 1. The plans and specifications are returned complete and in good usable condition. 2. And they are returned within fourteen (14) calendar days after the award of the project. An individual must call (515) 964-1229 in advance to reserve a paper copy.

An electronic version of the contract documents, bidding documents, and plans are available at no cost by clicking on the "Bidding Documents" link at [www.mcclurevision.com](http://www.mcclurevision.com) and choosing **Edmundson Park Improvements** or on the City's website at [www.oskaloosaiowa.org/339/Bid-Postings](http://www.oskaloosaiowa.org/339/Bid-Postings). Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com).

#### **Preference of Products and Labor**

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

#### General Nature of the Public Improvement

***Edmundson Park Improvements, located at 1420 11<sup>th</sup> Ave W in Oskaloosa, Iowa 52577. Proposed improvements include installation of playground equipment with associated safety surfacing, sidewalk, grading, site restoration, and associated work.***

#### Bid Security

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Oskaloosa reserves the right to defer acceptance of any bid for a period of thirty (30) calendar days after receipt of bids and no bid may be withdrawn during this period. The bid security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

#### Performance, Payment, and Maintenance Bond

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Oskaloosa and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Oskaloosa from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

#### Title VI Compliance

The City of Oskaloosa, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full

opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released thirty-one (31) days following acceptance of the project by the City of Oskaloosa as per provisions in the Iowa Code.

Sales Tax Exemption

The City of Oskaloosa will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Sales tax exemption certificates are applicable only for the specific project for which the sales tax exemption certificate is issued.

Completion of Work

Contractor shall substantially complete project work by June 16, 2023, and complete all work no later than September 1, 2023. The project will be considered substantially complete when all work is constructed and useable, with the exception of the installation of the playground equipment and seeding. Should the contractor fail to complete the work in this timeframe, liquidated damages of Five Hundred Dollars (\$500.00) per calendar day will be assessed for work not completed within the designated contract term.

The City of Oskaloosa does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

This Notice is given by authority of the City of Oskaloosa

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David Krutzfeldt, Mayor

ATTEST:

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Amy Miller, City Clerk

Published in the Oskaloosa Herald.

Bid Date \_\_\_\_\_  
Time \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

Project Name: EDMUNDSON PARK IMPROVEMENTS

The work comprising the above referenced project shall be constructed in accordance with the most edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

### I. BID SECURITY

The bid security must be in the minimum amount of **5%** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City of Oskaloosa. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

### II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices

The following proposal attachments must be completed and attached:

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.



### **Worksheet: Authorization to Transact Business**

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes  No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of State nor had its authority revoked.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa, and a statement of cancellation has not been filed.
- Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of State that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa, and the certificate has not been revoked or canceled.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

**PROPOSAL**

**PROPOSAL: PART A – SCOPE**

The City of Oskaloosa, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**PROJECT DESCRIPTION:**

*Edmundson Park Improvements, located at 1420 11<sup>th</sup> Ave W in Oskaloosa, Iowa 52577. Proposed improvements include installation of playground equipment with associated safety surfacing, sidewalk, grading, site restoration, and associated work.*

**PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER \_\_\_\_\_                      ADDENDUM NUMBER \_\_\_\_\_  
ADDENDUM NUMBER \_\_\_\_\_                      ADDENDUM NUMBER \_\_\_\_\_

and certifies that said addenda were utilized in the preparation of this bid.

**PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES**

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Topsoil, On-site	CY	305	\$	\$
2	Excavation, Class 10	CY	550	\$	\$
3	Subgrade Preparation	SY	1,235	\$	\$
4	Subbase, Granular, 4"	SY	1,065	\$	\$
5	Subdrain, HPDE, 6"	LF	440	\$	\$
6	Subdrain Cleanout, Type A-2, 6"	EA	8	\$	\$
7	Subdrain Outlets and Connections, Outlet to Ditch, 6"	EA	1	\$	\$
8	Pavement, PCC, 4", Class C	SY	1,065	\$	\$
9	Removal of Sidewalk	SY	4	\$	\$
10	Sidewalk, PCC, 4"	SY	125	\$	\$
11	PCC Edge Restraint, 1' Wide PCC Slab, 6"	LF	440	\$	\$
12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.25	\$	\$
13	Plants with Warranty, Trees, 2"	EA	6	\$	\$
14	Filter Sock, 9"	LF	275	\$	\$
15	Filter Socks, Removal	LF	275	\$	\$
16	Construction Survey	LS	1.00	\$	\$

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
17	Mobilization	LS	1.00	\$	\$
18	Safety Surfacing	LS	1.00	\$	\$
19	Playground Equipment Installation	LS	1.00	\$	\$

**Total Construction Cost \$** \_\_\_\_\_

## PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Submit a fully completed and accurate Statement of Bidder's Qualifications Form, if Bidder is the lowest responsive bidder.
2. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
3. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
4. Commence the work on this project on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing; and to pay liquidated damages for noncompliance with said completion provisions at the rate of **Five Hundred Dollars (\$500.00)** for each calendar day thereafter that the work remains incomplete.

## **PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT**

The Bidder hereby certifies:

1. That this Proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this Proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this Proposal have the authority to execute this Proposal on behalf of the Bidder.

**PROPOSAL: PART G – IDENTITY OF BIDDER**

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

The Bidder shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_\_ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A Contract will not be executed until the Contractor is registered.

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Name (Print/Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

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

\_\_\_\_\_  
Telephone Number

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

**Type or print the name and title of the company’s owner, president, CEO, etc. if a different person than entered above.**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**NOTE:**

- 1. The signature on this Proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

## Bidder Status Form

### To be completed by all bidders

### Part A

Please answer "Yes" or "No" for each of the following:

Yes  No My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).

Yes  No My company has an office to transact business in Iowa.

Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes  No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

### To be completed by resident bidders

### Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) City, State, Zip: \_\_\_\_\_

You may attach additional sheet(s) if needed.

### To be completed by non-resident bidders

### Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

\_\_\_\_\_

2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

\_\_\_\_\_

You may attach additional sheet(s) if needed.

### To be completed by all bidders

### Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto \_\_\_\_\_, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$ \_\_\_\_\_), or \_\_\_\_\_ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

**Edmundson Park Improvements, located at 1420 11<sup>th</sup> Ave W in Oskaloosa, Iowa 52577. Proposed improvements include installation of playground equipment with associated safety surfacing, sidewalk, grading, site restoration, and associated work.**

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Mahaska County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvement as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY:**

**PRINCIPAL:**

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Signature Attorney-in-Fact/Officer

\_\_\_\_\_  
Printed Name of Attorney-in-Fact/Officer

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

\_\_\_\_\_  
Company Address

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

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Bidder

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT NO. \_\_\_\_\_  
DATE \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the \_\_\_\_\_ by its \_\_\_\_\_, upon order of its \_\_\_\_\_ hereinafter called the "Jurisdiction," and \_\_\_\_\_ hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the \_\_\_\_\_. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2023 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**Edmundson Park Improvements, located at 1420 11<sup>th</sup> Ave W in Oskaloosa, Iowa 52577. Proposed improvements include installation of playground equipment with associated safety surfacing, sidewalk, grading, site restoration, and associated work.**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project \_\_\_\_\_; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars (\$ 500) for each calendar day thereafter that the work remains incomplete.

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

**JURISDICTION:**

**CONTRACTOR:**

By \_\_\_\_\_

\_\_\_\_\_  
Contractor

(Seal)

By

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

FORM APPROVED BY:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Attorney for Jurisdiction

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

\_\_\_\_\_  
Telephone

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_ - \_\_\_ - \_\_\_ - \_\_\_ - \_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

**NOTE:**

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

**CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_, and \_\_\_\_\_, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that the person is one of the partners of \_\_\_\_\_, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me a Notary Public in and for said county, personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn did say that person is \_\_\_\_\_ of said \_\_\_\_\_, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) \_\_\_\_\_, and that said instrument was signed and sealed on behalf of the said \_\_\_\_\_, by authority of its managers and the said \_\_\_\_\_ acknowledged the execution of said instrument to be the voluntary act and deed of said \_\_\_\_\_, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

**CONTRACT ATTACHMENT: ITEM 1 - GENERAL**

***INSTRUCTIONS:***

*The Jurisdiction should provide detailed information here regarding any additional contract requirements.*

**CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES**

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
1	Topsoil, On-site	CY	305	\$	\$
2	Excavation, Class 10	CY	550	\$	\$
3	Subgrade Preparation	SY	1,235	\$	\$
4	Subbase, Granular, 4"	SY	1,065	\$	\$
5	Subdrain, HPDE, 6"	LF	440	\$	\$
6	Subdrain Cleanout, Type A-2, 6"	EA	8	\$	\$
7	Subdrain Outlets and Connections, Outlet to Ditch, 6"	EA	1	\$	\$
8	Pavement, PCC, 4", Class C	SY	1,065	\$	\$
9	Removal of Sidewalk	SY	4	\$	\$
10	Sidewalk, PCC, 4"	SY	125	\$	\$
11	PCC Edge Restraint, 1' Wide PCC Slab, 6"	LF	440	\$	\$
12	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.25	\$	\$
13	Plants with Warranty, Trees, 2"	EA	6	\$	\$
14	Filter Sock, 9"	LF	275	\$	\$
15	Filter Socks, Removal	LF	275	\$	\$
16	Construction Survey	LS	1.00	\$	\$



ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
17	Mobilization	LS	1.00	\$	\$
18	Safety Surfacing	LS	1.00	\$	\$
19	Playground Equipment Installation	LS	1.00	\$	\$

**Total Construction Cost \$ \_\_\_\_\_**

**PERFORMANCE, PAYMENT, AND MAINTENANCE BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal (hereinafter the "Contractor" or "Principal") and \_\_\_\_\_, as Surety are held and firmly bound unto \_\_\_\_\_, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

**Edmundson Park Improvements, located at 1420 11<sup>th</sup> Ave W in Oskaloosa, Iowa 52577. Proposed improvements include installation of playground equipment with associated safety surfacing, sidewalk, grading, site restoration, and associated work.**

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for the remaining maintenance period identified in #3 below shall be reduced to the sum of (insert an estimated dollar value to maintain the completed project, if lower than the contract price, for the remaining period identified in #3 below, otherwise delete the sentence) DOLLARS (\$ \_\_\_\_\_), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvement, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion

of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from all work to be performed under the Contract within *the period of two (2) years* from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and
  - B. To keep all work in continuous good repair; and
  - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
  - D. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.
  
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
  - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
  - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
  - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
  - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
  - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in

the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Mahaska County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**PRINCIPAL:**

**SURETY:**

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety Company

By \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

\_\_\_\_\_  
Attorney for Jurisdiction

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

\_\_\_\_\_  
Company Address

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

\_\_\_\_\_  
Company Telephone Number

**NOTE:**

- 1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.**

**NOTICE TO PROCEED**

PROJECT: **EDMUNDSON PARK IMPROVEMENTS** \_\_\_\_\_

OWNER: **CITY OF OSKALOOSA, IOWA**      DATE: \_\_\_\_\_

TO: Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_; any time after issuance of this written Notice to Proceed, \_\_\_\_\_ and you are to complete the work as follows:

Contractor shall substantially complete project work by ***June 16, 2023***, and complete all work no later than ***September 1, 2023***. The project will be considered substantially complete when all work is constructed and useable, with the exception of the installation of the playground equipment and seeding. Should the contractor fail to complete the work in this timeframe, liquidated damages of ***Five Hundred Dollars (\$500.00)*** per calendar day will be assessed for work not completed within the designated contract term.

\_\_\_\_\_  
By: \_\_\_\_\_

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

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ of \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

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

**PLAYGROUND EQUIPMENT AND SAFETY SURFACING****PART 1 – GENERAL****1.1 SECTION INCLUDES**

- A. Drawings and general provisions of contract, including general and supplementary conditions and Division 1 Specification Sections, apply to this section.
- B. Section includes the installation of new playground equipment and safety surfacing as identified on the drawings.

**1.2 PRODUCT DESCRIPTION**

- A. Playground surfacing shall be resilient poured-in-place surfacing installed in the areas shown on the Drawings.
- B. Standards: Playground equipment and surfacing shall be designed to meet all current and relevant standards.

**1.3 QUALITY ASSURANCE**

- A. American Standards for Testing and Materials (ASTM): Surfacing shall comply with all relevant ASTM standards for surfacing and materials. Below is a list of ASTM technical performance standards that relate to playgrounds.
  - 1. ASTM F2223 Standard Guide for ASTM Standards on Playground Surfacing.
  - 2. ASTM D2479-12 Standard Guide for ASTM Standard on Poured-in-Place Playground Surfacing.
  - 3. ASTM F1292 Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.
  - 4. ASTM F1951 Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment.
  - 5. ASTM E303 Standard Test Method for measuring Surface Frictional Properties Using the British Pendulum Tester.
  - 6. ASTM D2859 Standard Test Method for Flammability of Finished Textile Floor Covering Materials.
  - 7. ASTM D2047 Standard Test Method for Static Coefficient of Friction of Polish- Coated Floor Surfaces as Measured by the James Machine.
  - 8. ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
  - 9. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
- B. Americans with Disabilities Act (ADA): Surfacing shall comply with the requirements of the Americans with Disabilities Act (ADA), as understood by most recent administrative and judicial rulings and clarification(s) at the time of this specification.
- C. Consumer Products Safety Commission (CPSC): Surfacing shall comply with the

recommended guidelines of the U.S. Consumer Products Safety Commission (CPSC) set forth in the latest version of the Public Playground Safety Handbook and the CPSC's Consumer Products Safety Improvement Act (CPSIA).

- D. **Manufacturer's Experience:** Surfacing shall be furnished by a manufacturer with a minimum of ten (10) years' experience in the design, fabrication, and assembly of specified systems. Installer shall be approved and trained by the manufacturer of the playground surfacing being provided.
- E. **Installer's Experience:** Playground equipment and surfacing shall be installed by a contractor with a minimum of five (5) years' experience in the assembly and installation of the specified systems.
- F. **Safety Surfacing Installer:** Installation to be completed by an installer approved by manufacturer for installation of selected playground safety surfacing.

#### **1.4 WARRANTY**

- A. **Safety Surfacing Materials and Workmanship Warranty:** Playground safety surfacing installation shall be warranted for defects in materials and workmanship for a minimum of 10 years from date of completed installation and project acceptance.
- B. **Safety Surfacing Performance Warranty:** Playground safety surfacing installation shall be warranted to meet drop height performance requirements of ASTM F 1292 for a minimum of 10 years from date of completed installation and project acceptance.

#### **1.5 SUBMITTALS & TESTING**

- A. **Certification:** IPEMA Certification for surfacing shall be submitted indicating compliance with:
  - 1. Requirements of ASTM F1292-13 for playground poured-in-place surfacing and ASTM F1487-11 for playground equipment.
- B. **Accessibility Confirmation:** Manufacturer must submit documentation indicating compliance with:
  - 1. Requirements of the Americans with Disabilities Act (ADA) for playground surfacing.
- C. **Product Data:** Submit manufacturer's product data, maintenance instructions and installation instructions.
- D. **Qualifications of the playground equipment installer.**
- E. **Playground Safety Surface:**
  - 1. Submit shop drawings showing proposed layout, for approval by Engineer.
  - 2. Submit color samples from manufacturer's standard color choices and of



- selected custom colors for review and approval.
3. Warranty documents specified herein.
  4. Certification of Qualification: Submit qualification certification of the playground surfacing installer is an approved applicator of the playground surfacing system.
  5. Certification of Compliance: Submit manufacturer's certificate of compliance indicating materials comply with specified requirements.
  6. Test Reports: Submit certified test reports from qualified independent testing agency indicating results of the following tests for impact attenuation per ASTM F 1292:
    - a. Minimum Test Results:
      - i. Impact Attenuation, ASTM F 1292:
        - 1.) Gmax: Less than 200.
        - 2.) Head Injury Criteria (HIC): Less than 1000.
  7. Site Testing: Text impact attenuation of safety surface system under and around installed playground equipment. Test to be in the presence of Engineer and Owner within 30 days of installation. (6) Six tests to be conducted. (2) Two tests per play area. Locations to be approved by Engineer.
    - a. Test results shall have a GMAX in accordance with ASTM F1292 standards.
    - b. Test equipment and operator qualifications.
      - i. National Recreation and Parks Association/National Playground Safety Institute (NRPA/NPSI) certified playground safety inspector (CPSI).
      - ii. Trained in the proper operation of Triax 2010 test equipment by competent agency.

## 1.6 MANUFACTURER'S REVIEW

- A. Play Equipment Punch List Review: A manufacturer's representative shall be present at the punch list review of the playground equipment. Others present at the punch list review will be the Owner, the Owner's Representative, the Contractor, and, if applicable, the playground installer subcontractor. Manufacturer's representative shall not review the equipment without these other parties present. The Play Equipment Punch List Review must be completed and items addressed prior to installing the playground surfacing or associated surfacing substrate.
- B. Play Surfacing Substrate Review: Playground surfacing substrate and trench drain shall be reviewed by Manufacturer's representative to verify the substrate conditions are suitable for installation of the playground surfacing system prior to installation of surfacing. Any concerns of the Manufacturer shall be brought to the Contractor, the Owner and the Owner's Representative's attention. Do not proceed with installation until unsuitable conditions are corrected.
- C. Manufacturer's representative shall be trained and certified as a Playground Safety Inspector (CPSI) and shall note any items which are not in conformance with the playground equipment's or surfacing specifications or instructions for installation, and which must be corrected before the playground equipment or surfacing can be safely used, or which must be corrected in order for the

manufacturer's warranties to be in effect.

- D. Annual Review: Playground equipment and surfacing shall undergo a one-time annual review, one year after installation.

**PART 2 – PRODUCTS****2.1 ACCEPTABLE MANUFACTURERS:**

- A. The following pre-approved products and manufacturers have been reviewed and determined to meet all specified requirements. However, said products and manufacturers must still demonstrate they meet all specified requirements.
- B. Playground surfacing:
1. Poured-in-Place Safety Surfacing System as provided by Surface America, Inc. PO Box 157 Williamsville, NY 14231; Telephone: (800\_ 999-0555, (716) 632- 8413; Fax: (716) 632-8324; E-mail: [info@surfaceamerica.cmo](mailto:info@surfaceamerica.cmo); website: [www.surfaceamerica.com](http://www.surfaceamerica.com).
    - i. Manufacturer represented locally by:
    - ii. Represented locally by: Outdoor Recreation Products Contact: Rick Ertz
    - iii. 515-233-0222 (office)
    - iv. 888-233-0222 (office)
    - v. 515-232-0480 (fax)
    - vi. [ricke@outdoorrec.net](mailto:ricke@outdoorrec.net)
  2. Or Approved Equal.
- C. Approved Equal Status: To be considered as an 'Approved Equal' product manufacturer, the Bidder shall submit the following materials for review 10 days prior to the Bid Opening date for review by the City and Engineer:
1. Listing of exact components to be substituted for the corresponding components called out on the plans;
  2. Product data for each component showing conformance with the selected components;
  3. A layout plan of the proposed structure or component, with component labels, colors and locations;
  4. Other information as requested by the City or Engineer to ensure conformance with the specified product(s).
  5. The City and Engineer will review the material and identify 'Approved Equal' product status through an Addendum for those products that qualify.

**2.2 PLAYGROUND EQUIPMENT**

- A. Footings: Install per manufacturer's recommendations, specifications and requirements.

**2.3 PLAYGROUND SURFACING**

- A. Poured-In-Place Playground Safety Surfacing System, including the following:
1. A poured-in-place safety surfacing system, include the following:
    - a. Resilient playground safety surfacing that meets ASTM and CPSC

- guidelines for impact attenuation and accessibility requirements
- b. Primer: Urethane
  - c. Basemat: 100% recycled SBR (styrene butadiene rubber) and urethane. Thickness based on ASTM F1292 requirements for critical fall height. Coordinate with Drawings and Playground Manufacturer.
    - i. Mix: 16 + % Urethane, 86% Rubber (Based on entire rubber & urethane mix)
    - ii. Thickness based on playground equipment fall height. Verify required thickness with playground manufacturer and safety surfacing manufacturer. The type of playground equipment determines the required basemat thickness, and the basemat thickness may be different at various locations on the playground site.
  - d. Top Surface: Blend of recycled ethylene propylene diene monomer (EPDM) rubber and aliphatic urethane (Extreme-10) binder meeting the following requirements:
    - i. Mix: 22% Urethane, 82% Rubber (Based on entire rubber & urethane mix)
    - ii. Nominal 1/2", Minimum 3/8", Maximum 5/8" thickness.
    - iii. Dry Static Coefficient of Friction (ASTM D2047): 1.0.
    - iv. Wet Static Coefficient of Friction (ASTM D2047): 0.9.
    - v. Dry Skid Resistance (ASTM E303): 89.
    - vi. Wet Skid Resistance (ASTM E303) 57.
- B. Surface Color and Pattern: See Drawings for surface patterns and colors. Final color selection to be approved by Owner. Submit color samples for approval.
- C. See Drawings and associated specifications for details on concrete edger, trench drain and concrete base construction.
- D. See Drawings and associated specifications for storm drainage utilities for trench drain specifications.

**PART 3 EXECUTION****3.1 UNDERGROUND UTILITIES**

- A. Contractor shall contact the appropriate utility locating service(s) and shall request that all underground utilities be marked on the ground prior to commencing work.

**3.2 LOCATION**

- A. Location: Playground equipment and playground surfacing locations are shown on the Drawings. Contractor is responsible for verifying adequate vertical and horizontal depth of safety surfacing is provided for playground equipment in accordance with playground manufacturer requirements, recommendations and specifications.

**3.3 INVENTORY, STORAGE, PROTECTION AND DELIVERY**

- A. Delivery: Playground equipment has been ordered by the Owner and will be shipped on June 20, 2023. The owner will be on site to accept the delivery of the equipment, although they may request assistance unloading the equipment.
- B. Storage and Protection: Store surfacing materials protected from harmful environmental condition. Safety surfacing must be stored at a minimum temperature of 40 degrees F (4 degrees C) and maximum temperature of 90 degrees F (32 degrees C). Protect playground equipment and surfacing from damage prior, during and after installation until acceptance of project.
- C. Inventory playground equipment prior to assembly, to ensure that all components and parts are available. Notify in writing the Owner, Owner's Representative, and Manufacturer's Representative of any missing components or parts. Do not proceed with assembly or installation until all components and parts are available.

**3.4 LAYOUT**

- A. Contractor is responsible for verifying layout prior to installation. Layout playground equipment and surfacing within play area, indicating locations for footings and other components which are supported by concrete footings. Confirm all playground equipment has required depth of safety surface within required safety fall zones.

**3.5 FOOTINGS – PLAYGROUND EQUIPMENT**

- A. Depth of Supporting Posts / Uprights: Depth of supporting posts / uprights below grade shall be per the manufacturer's detail drawings.
- B. Size and Depth of Footings for Supporting Posts / Uprights: Supporting posts / uprights shall have footings in accordance with the playground manufacturer's drawings, recommendations, and specifications.

**3.6 ASSEMBLY – PLAYGROUND EQUIPMENT**

- A. Playground equipment shall be assembled strictly per the manufacturer's specifications, drawings, instructions, and recommendations. Assemble all components and parts, with parts loosely fastened, to ensure that playground equipment can be completely assembled.
- B. Place loosely assembled playground equipment in excavated holes for footings, to ensure that layout matches playground equipment dimensions.
- C. Level and align playground equipment per the manufacturer's specifications, drawings, instructions, and recommendations. Brace, shim, and otherwise stabilize playground equipment such that it is not displaced from its correct horizontal and vertical alignment when concrete is poured in the footings around the supporting posts / uprights.

**3.7 INSTALLATION-PLAYGROUND EQUIPMENT**

- A. Installation Documentation: Manufacturer shall provide order-specific, step-by-step instructions for assembly of each component, including equipment assembly diagrams, estimated hours for assembly, footing dimensions, concrete quantity for direct bury components, fall height information, area required information and detailed material specifications. CADD Files will be made available to Contractor for field locations by Engineer.
- B. Contractor is responsible for verifying location in the field. Playground equipment shall be installed with the correct horizontal and vertical alignment.
- C. Contractor may include up to two days of volunteer labor for installation per Special Provisions Part 2 – Special Construction. Contractor is responsible for directing volunteer and for reviewing volunteers work is in compliance with plans and specifications.
- D. Pour concrete in footings around supporting posts / uprights and other components supported by concrete footings. Tighten clamps and all fastening hardware while concrete is setting, to ensure that the playground equipment is maintained in its correct horizontal and vertical alignment by the hardened concrete.

**3.8 INSTALLATION & PREPARATION - PLAYGROUND SAFETY SURFACING**

- A. Install playground surfacing and associated substrate in accordance with manufacturer's specifications, requirements, and recommendations. Complete installation recommendations are available from the manufacturer.
- B. Do not proceed with playground surfacing installation until all applicable site work, utility, playground equipment installation and other relevant work, has been completed. A Manufacturer's Review of the playground equipment must be performed prior to installation of the playground surfacing and associated concrete base material.

- C. Environmental Requirements: Install materials between a minimum ambient temperature of 40 degrees F (1 degree C) and a maximum temperature of 90 degrees F (32 degrees C). Do not install safety surfacing during rain events or if rain events are anticipated within the next 24 hour period.
- D. Keep area clear of dust and loose debris.
- E. Concrete Base: Depth of PCC per plans and SUDAS Specifications, 3500psi min. The brushed finish concrete base shall be uniformly sloped with construction joints spaced at 8' max. Allow concrete to fully cure – up to 10 days prior to installation of safety surfacing. Concrete surface shall be clean of all dust, dirt and debris which may prevent proper adhering of safety surface materials.
- F. Concrete Base Primer Application: Using a short nap roller or brush to apply manufacturer's primer, at the rate of 300 ft per 2 gal, to the concrete base and any adjacent vertical barriers that will make contact with the safety surfacing system (i.e. playground equipment support legs, curbs or slabs).
- G. Basemat Installation: Install basemat at a constant density of 29 pounds, 1 ounce per cubic foot to specified thickness, using screeds and hand trowels. Coordinate required thickness with playground manufacturer's critical fall height for specified playground equipment. Allow basemat to cure for sufficient time, in accordance with manufacturer's recommendations and requirements. Protect basemat from foot traffic and equipment.
- H. Basemat Primer Application: Using a short nap roller or brush to apply manufacturer's primer, at the rate of 300 ft per 2 gal, to the concrete base and any adjacent vertical barriers that will make contact with the safety surfacing system (i.e., playground equipment support legs, curbs, or slabs).
- I. Top Surface Installation: Install top surface, in color specified, at a constant density of 58 pounds, 9 ounces per cubic foot to nominal thickness of 1/2" (3/8" minimum and 5/8" maximum), using screeds and hand trowels. Allow top surface to cure for a minimum of 48 hours, in accordance with manufacturer's recommendations and requirements. Protect from foot traffic and equipment.
- J. At the end of the minimum curing periods, verify surface is sufficiently dry and firm prior to allowing foot traffic and use without damaging the surface.

### **3.9 SUPERVISION**

- A. Maintain constant supervision of playground equipment until concrete is sufficiently hardened and movement of supporting posts / uprights and other components is no longer possible.
- B. Protect the installed playground surface from damage resulting from subsequent construction activity on the site.

END OF SECTION