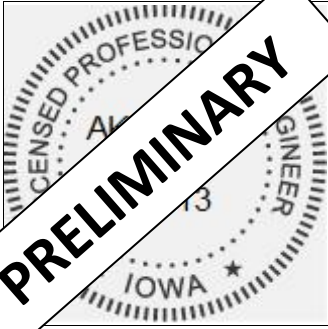


**PLANS AND SPECIFICATIONS FOR**  
**3<sup>rd</sup> AVENUE EAST**  
**PAVEMENT REHABILITATION PROJECT**  
**OSKALOOSA, IOWA**  
**FY2020**



	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p>_____ Date: _____</p> <p><b>Akhilesh Pal, P.E.</b> License No. <b>20813</b> My renewal date is <b>December 31, 2020</b></p> <p>Pages or sheets covered by this seal: <b>Entire Document.</b></p>

Engineering Division, Public Works Department  
City of Oskaloosa, Iowa  
March 27, 2020

**Project Bid Opening Date: Friday, May 8 at 11:00 A.M.**

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**NOTICE OF PUBLIC HEARING**  
**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT**  
**CITY OF OSKALOOSA, IOWA**

Notice is hereby given that a public hearing will be held before the City Council of Oskaloosa, Iowa in the Council Chambers, City Hall, 220 South Market Street, Oskaloosa, Iowa, on **Monday, May 18, 2020, commencing at 6:00 P.M., Local Time**, on the proposed plans, specifications, form of contract and estimated cost for the 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project described in the Plans and Specifications now on file in the Office of the City Clerk. At said hearing, the City Council will receive and consider any objections made by any interested party to said construction documents.

The general nature of the work on which bids are requested includes all work associated with the construction of concrete pavement.

Bids will be opened on Friday, May 8, 2020 and will be acted upon by the City Council at the public hearing, which is to be held at 6:00 P.M. on Monday, May 18, 2020. The City of Oskaloosa reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids, and no bid may be withdrawn during this period.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals which in the opinion of the City Council is deemed to be in the best interest of the City.

This Notice is given by authority of the City of Oskaloosa, Iowa.

Dave Krutzfeldt, Mayor  
City of Oskaloosa, Iowa

ATTEST:  
Amy Miller, City Clerk  
City of Oskaloosa, Iowa

Published in the Oskaloosa Herald public newspaper upon order of the City Council of Oskaloosa, Iowa, between April 28 to May 14, 2020.



**NOTICE TO BIDDERS**  
**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT,**  
**CITY OF OSKALOOSA, IOWA**

Notice is hereby given that sealed bids will be received at the Office of the City Clerk of the City of Oskaloosa, Iowa located in City Hall, 220 South Market Street, in said City, until **11:00 A.M., Local Time, Friday, May 8, 2020** for the 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project, and as described in the plans and specifications now on file in the Office of the City Clerk. Each proposal shall be sealed in an envelope marked "Proposal for 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project, Oskaloosa, Iowa."

Sealed proposals will be opened and bids tabulated at a public meeting, presided over by the City Manager or his designee, in the **2nd Floor Council Chambers, City Hall, at 11:00 A.M., Local Time, on Friday, May 8, 2020.** Bids will be acted upon by the City Council at the public hearing which is to be held at 6:00 P.M. on Monday, May 18, 2020 in the 2nd Floor Council Chambers, City Hall.

Copies of said contract documents are available online at [www.oskaloosaiowa.org](http://www.oskaloosaiowa.org) or [www.mbi.build](http://www.mbi.build) and at the office of the City Clerk of Oskaloosa for examination by the public. Construction documents for private use may be obtained from the Engineering Division of the Public Works Department at 220 South Market, Oskaloosa, Iowa, upon deposit of thirty dollars (\$30.00) for each set; which is refundable upon receipt of the plans and specifications if the construction documents are returned in good condition within fifteen (15) days from the date of letting. A non-refundable postage and handling fee of \$15.00 will be added for each set of plans and specifications to be mailed. Special arrangements must be made for overnight mail delivery.

**GENERAL PROJECT DESCRIPTION**

The general nature of the work on which bids are requested includes all work associated with the construction of concrete pavement.

Work may commence at any time after award, approval of contract and performance bond, and receipt of the Notice to Proceed. It is anticipated that the Notice to Proceed will be issued on or around **June 29, 2020.** The work on this project shall be fully completed, as described in the Plans and Specifications, in **35 working days.**

Liquidated damages in the amount of Seven Hundred Dollars (\$700.00) per day will be assessed for each calendar day that the Contractor does not comply with the completion provisions with due allowance for extension of the contract period due to conditions beyond the control of the Contractor. Charging of working days will begin on the date the Contractor has started work, or on the date specified in the Notice to Proceed, whichever is earlier.

**OTHER PERTINENT INFORMATION**

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 10% of the amount of the bid. 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.

By virtue of statutory authority; preference will be given to products and provisions grown and produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

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.

The contractor shall NOT include sales or use taxes in the bid. Pursuant to Iowa Code and Iowa Administrative Code, the contractor will be authorized to purchase building materials that will be incorporated into real property on this project tax-free. Iowa Construction Sales Tax Exemption Certificates will be issued by the City which will authorize suppliers of building materials to sell materials exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option sales tax to the entity listed on the certificate. Upon award of the contract, the successful contractor will be required to provide project information on the contractor, and each subcontractor and supplier requiring the exemption certificates. The contractor will maintain records identifying the sales tax exempt materials purchased and will maintain records verifying the use of said materials on said improvement.

The contract will be awarded to the lowest responsive, responsible bidder. However, the City reserves the right to reject any or all proposals, re-advertise for new bids, to waive irregularities, and to accept any proposals which in the opinion of the City Council is deemed to be in the best interest of the City. The City of Oskaloosa reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids, and no bid may be withdrawn during this period.

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 the 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 materials 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. The guaranteed maintenance period for this project shall be two years.



Payment to the Contractor for said improvements will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Such monthly payment will in no way be construed as an act of acceptance for any part of the work partially or totally.

Final payment to the Contractor will be made no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

This Notice is given by authority of the City of Oskaloosa, Iowa.

Dave Krutzfeldt, Mayor  
City of Oskaloosa, Iowa

ATTEST:  
Amy Miller, City Clerk  
City of Oskaloosa, Iowa

Posted upon order of the City Council of Oskaloosa, Iowa, between April 7 to April 25, 2020.



## **INSTRUCTIONS TO BIDDERS**

Project Name: 3<sup>rd</sup> Avenue East Pavement Rehabilitation Project  
OSKALOOSA, IOWA

The work comprising the above referenced project shall be constructed in accordance with the latest 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.

### 1. BID SECURITY

Each bidder shall accompany its bid with bid security as defined in the Code of Iowa Section 26.8 and as specified in the Instructions to Bidders. Each bid must be accompanied in a separate envelope with a bid security in the minimum amount of ten percent (10%) of the total bid amount, including all added alternates (do not deduct the amount of deducted 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 the **City of Oskaloosa, Iowa**. "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.

The bid security shall be security that the successful bidder will furnish the required bond and enter into a contract with the City within ten (10) days after the Notice of Award has been received. The check or draft may be cashed by the City Treasurer as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days after Notice of Award has been received and post bond satisfactory to the City ensuring the faithful fulfillment of the contract. All such deposits, including that of the successful bidder, shall be returned to the bidder after execution of the contract; or in case all bids are rejected, after such rejection.

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

3. 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.

3. PROPOSAL – Complete each of the following parts:

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

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	Bid bond
2.	_____
3.	_____

- Part G – Identity of Bidder

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 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 of the City of Oskaloosa, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT  
OSKALOOSA, IOWA**

**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 Prices, the Item Total Amounts, and the Bid Total on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit 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 Bid Total shall be used only for comparison of bids, and for determining the sufficiency of the bid security.

**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. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid; 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. 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, maintenance, and payment bond; and
2. 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
3. Commence the work on this project on or before the date specified in a written Notice to Proceed by the Jurisdiction and to fully complete the project within 35 working days; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred Dollars (\$700.00) for each calendar day thereafter that the work remains incomplete.

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

The Bidder hereby certifies:

3. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
3. 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 F – ADDITIONAL REQUIREMENTS**

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____ Bid Bond _____
2.	_____
3.	_____



**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.

Number

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public in and for: State of \_\_\_\_\_ County of \_\_\_\_\_

My commission expires \_\_\_\_\_.



**PROPOSAL**

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Prices, Item Total Amounts, and the Bid Total in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Bid Total shall be used only for comparison of bids and for determining the sufficiency of the bid security.

**BID ITEMS, QUANTITIES, AND PRICES**

<u>Item No.</u>	<u>Bid Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Item Total Amount</u>
1	Granular Subbase	SY	2355	\$ _____	\$ _____
2	Pavement, PCC, 7" Thick	SY	2355	\$ _____	\$ _____
3	Pavement Removal	SY	2355	\$ _____	\$ _____
4	Traffic Control	LS	1	\$ _____	\$ _____
5	Conventional Seeding, Fertilizing & Mulching	LS	1	\$ _____	\$ _____
6	Mobilization	LS	1	\$ _____	\$ _____
				<b>Bid Total:</b>	<b>\$ _____</b>

*NOTE: This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Prices, the Item Total Amounts, and the Bid Total. In case of discrepancy, the Unit Price governs. The quantities shown on this Attachment: Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Bid Total shall be used only for comparison of bids and for determining the sufficiency of the bid security.*

*NOTE: The above prices DO NOT include sales tax for building materials, supplies, and equipment incorporated into said improvements that are exempt from Iowa Department of Revenue and Finance Sales Tax, applicable local options sales tax, and school infrastructure local options sales tax pursuant to Iowa Code sections. Bidder shall include all other application fees and taxes in the bid.*

*NOTE: It is understood that the above quantities are estimated for the purpose of this bid. All quantities are subject to revision by the Jurisdiction. Quantity changes which amount to twenty percent (20%) or less of the total bid shall not affect the unit price.*



**BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the CITY OF OSKALOOSA, IOWA, as Oblige, (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;

**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT  
OSKALOOSA, IOWA**

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 improvements 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:**

By \_\_\_\_\_  
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

By \_\_\_\_\_  
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.



**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The City Council of the City of Oskaloosa, Iowa has considered the proposal submitted by you on May 8, 2020 in the City of Oskaloosa, Iowa. It appears that it is to the best interest of the City of Oskaloosa, Iowa to accept your proposal in the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). You are hereby notified that your proposal has been accepted for the 3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT subject to completion of financing and approval of the Contract.

You are required by the "Notice of Hearing and Letting" to execute the formal Contract with the City of Oskaloosa and to furnish the required Contractor's performance and payment bond within the terms specified in the "Notice of Hearing and Letting".

If you fail to execute said Contract and to furnish said bond within ten (10) days from the date of delivery of the "Notice of Award", the City of Oskaloosa will be entitled to consider all your rights arising out of the City of Oskaloosa's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work, or otherwise dispose thereof as the City of Oskaloosa may see fit.

Dated this \_\_\_\_ day of May, 2020.

CITY OF OSKALOOSA, IOWA

By \_\_\_\_\_

Title \_\_\_\_\_

Acceptance of Notice  
Receipt of the Above

"Notice of Award" is hereby acknowledged this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



**CONTRACT**

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

THIS CONTRACT, made and entered into at OSKALOOSA, IOWA this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF OSKALOOSA by its City Council, upon order of its Mayor 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 City Clerk, City of Oskaloosa, Iowa: 220 South Market Street, Oskaloosa, Iowa - 52577. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest edition of the SUDAS Standard Specifications, 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 unit 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:

**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT  
OSKALOOSA, IOWA**

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 the date specified in a written Notice to Proceed by the Jurisdiction and to fully complete the project within 35 working days; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Seven Hundred Dollars (\$700.00) 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)  
ATTEST:

By \_\_\_\_\_  
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 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: All signatures on this contract must be original signatures in ink; copies, facsimile, 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**

**3RD AVENUE EAST PAVEMENT REHABILITATION PROJECT, OSKALOOSA, IOWA**

**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 unit 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.

**BID ITEMS, QUANTITIES, AND PRICES**

<u>Item No.</u>	<u>Bid Item Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Item Total Amount</u>
1	Granular Subbase	SY	2355	\$ _____	\$ _____
2	Pavement, PCC, 7" Thick	SY	2355	\$ _____	\$ _____
3	Pavement Removal	SY	2355	\$ _____	\$ _____
4	Traffic Control	LS	1	\$ _____	\$ _____
5	Conventional Seeding, Fertilizing & Mulching	LS	1	\$ _____	\$ _____
6	Mobilization	LS	1	\$ _____	\$ _____
				<b>Bid Total:</b>	\$ _____



**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 the City of Oskaloosa, 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 \_\_\_\_\_ 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 \_\_\_\_\_, 2020, hereinafter the “Contract” wherein said Contractor undertakes and agrees to construct the following described improvements:

**3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT  
OSKALOOSA, IOWA**

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 maintenance shall be reduced to the sum of \_\_\_\_\_ 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 improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of 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 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 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;
  - 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.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- 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 work, 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 \_\_\_\_\_, \_\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

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

**SURETY:**

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

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

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

By:

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

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

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

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

**FORM APPROVED BY:**

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

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

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

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

**NOTE:**

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, 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**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attention: \_\_\_\_\_

Subject: Notice to Proceed with the construction of the "3<sup>rd</sup> Avenue East Pavement Rehabilitation Project".

You are hereby directed to proceed with the construction of the subject improvements in accordance with the terms of the Contract Documents, Plans, and Specifications entered into by \_\_\_\_\_ and the City of Oskaloosa.

The signed Contract is dated \_\_\_\_\_; the stipulated time for commencing work on the "3<sup>rd</sup> Avenue East Pavement Project" shall begin on or before June 29, 2020 and will terminate in 35 working days in accordance with the Contract terms.

City of Oskaloosa

By \_\_\_\_\_

Title Public Works Director

Acceptance of Notice  
Receipt of the Above

"Notice to Proceed" is hereby  
acknowledged this \_\_\_\_ day of  
\_\_\_\_\_, 2020.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



**APPLICATION FOR PARTIAL PAYMENT NO. \_\_\_\_\_**

SUBMITTED BY (CONTRACTOR): \_\_\_\_\_  
 TO (OWNER): CITY OF OSKALOOSA  
 PROJECT: **3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT**  
 OWNER'S PROJECT NO. 2010-143  
 FOR WORK ACCOMPLISHED THROUGH THE DATE OF: \_\_\_\_\_

- |           |   |  |
|-----------|---|--|
| A.        | a. Original Contract Amount:  |  |
|           | b. Amount increased or decreased by Change Order:                         |  |
|           | c. Adjusted Contract Amount (a+/-c):                                      |  |
| <hr/>     |   |  |
| B.        | Total Amount of Work Completed to Date:                                   |  |
| C.        | Less (Retainage) - 5% of Completed Work:                                  |  |
| D.        | Total Amount of Work Completed to Date Less Retainage (B - C):            |  |
| E.        | Material stored on job site:  |  |
| F.        | Total Amount of Work Completed and Stored to Date Less Retainage (D - E): |  |
| G.        | Less Previous Payments:   |  |
| <b>H.</b> | <b>AMOUNT DUE THIS APPLICATION (F - G):</b>                               |  |

Accompanying Documentation: Pay Estimate No. \_\_\_\_

**CONTRACTOR'S Certification:**

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from JURISDICTION on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered – through – inclusive;
- (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application of Payment will pass to JURISDICTION at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to JURISDICTION indemnifying JURISDICTION against any such Lien, security interest or encumbrance); and
- (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

REQUESTED:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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

RECOMMENDED:

CITY OF OSKALOOSA  
Public Works Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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

APPROVED:

CITY OF OSKALOOSA  
Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

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



**CHANGE ORDER NO. \_\_\_\_\_**

OWNER: City of Oskaloosa

CONTRACTOR: \_\_\_\_\_

PROJECT: 3<sup>RD</sup> AVENUE EAST PAVEMENT REHABILITATION PROJECT

OWNER'S PROJECT NO. 2010-143

The contractor is hereby directed to make the following changes in the Contract Documents:

Description:

Reason for Change Order:

Attachments: *(List documents supporting change and justifying cost and time)*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <i>(calendar days or dates)</i> _____
Net Increase (decrease) from previous Change Order No.'s ____ to ____: \$ _____	Net changes from previous Change Orders No.'s ____ to ____: <i>(calendar days)</i> _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: <i>(calendar days or dates)</i> _____
Net Increase (decrease) of this Change Order: \$ _____	Net Increase (decrease) of this Change Order: <i>(calendar days)</i> _____
Contract Price with all Approved Change Orders: \$ _____	Contract Times with all Approved Change Orders: <i>(calendar days or dates)</i> _____

RECOMMENDED :

APPROVED :

ACCEPTED:

CITY OF OSKALOOSA  
Public Works Director

CITY OF OSKALOOSA  
Owner

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

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

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

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



## DEFINITIONS AND SPECIAL PROVISIONS

<b>Article</b>	<b>1.</b>	<b>DEFINITIONS</b>
<b>Article</b>	<b>2.</b>	<b>SPECIAL PROVISIONS</b>
	2.1	Specifications and Plans
	2.2	Intent of the Contract Documents
	2.3	Contractors Understanding
	2.4	Error in Bid
	2.5	Construction Phasing
	2.6	Permits and Regulations
	2.7	Field Verification and Existing Conditions
	2.8	Removal and Disposal
	2.9	Existing Utilities
	2.10	Pavement Removals
	2.11	PCC Pavement
	2.12	Granular Subbase
	2.13	Traffic Control
	2.14	Quality Control
	2.15	Applications for Payments
	2.16	Project Completion and Final Inspections

### ARTICLE 1. GENERAL CONDITIONS

Jurisdiction/City	- City of Oskaloosa
Engineer	- City Engineer / Public Works Director of the City of Oskaloosa
Federal	- United States of America
State	- State of Iowa

### ARTICLE 2. SPECIAL PROVISIONS

- 2.1. SPECIFICATIONS AND PLANS. The specifications to be used on this project are the latest version of the SUDAS Statewide Urban Standards and Specifications for Public Improvements in conjunction with the City of Oskaloosa Plans.
- 2.2. INTENT OF THE CONTRACT DOCUMENTS. The intent of the Contract Documents is to provide for the construction and completion of every detail of the improvement included in the contract. Said documents are complementary and what is called for by any one shall be as binding as if called for by all. It is understood that the Contractor, for the Contract price, will furnish all labor, materials, tools, transportation and supplies, and will execute the Contract in a satisfactory and workmanlike manner in accordance with the plans, specifications, and terms of the Contract.
- 2.3. CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality, and quantity of the materials to be encountered above and below ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this Contract. No verbal agreements or conversation with any officer,



agent, or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- 2.4. **ERROR IN BID.** Bidders or their authorized agents are expected to examine the contract documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and he cannot secure relief on the plea of error in the bid. All figures shall be in ink or typed. If there is a discrepancy between the written unit price, the unit price in figures, extensions, or the total amount of the bid, the written unit prices shall govern.
- 2.5. **CONSTRUCTION PHASING.** The contractor shall communicate to City staff the general schedule and order of construction for the project. Construction activity may take place along either the east or west side of the street, or both simultaneously with prior approval from City staff and property owners. Business access shall remain open to local residents and employees.
- 2.6. **PERMITS AND REGULATIONS.** Permits of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor. Permits and easements for permanent structures or permanent changes in existing facilities shall be secured by the City, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work.
- 2.7. **FIELD VERIFICATION AND EXISTING CONDITIONS.** The Contractor is responsible to become familiar with the existing site conditions such as the close proximity of gas lines, telephone lines, cable lines or conduits, telephone poles, chain link fences, power poles and braced poles along the route of this project. It is the responsibility of the Contractor to verify locations, existing conditions, and measurements in the field prior to bid submittal. Contractor shall include these conditions as incidental to their bid.
- 2.8. **REMOVAL AND DISPOSAL.** The Contractor shall provide a disposal site for all materials removed and not reused in the project. Separate payment will not be made for disposal. All costs, including landfill fees, for disposal shall be absorbed in various bid items. The disposal site shall be furnished by the Contractor and approved by the Engineer. The disposal site shall not be a wetland. The Contractor shall procure required clearances for the disposal site.
- 2.9. **EXISTING UTILITIES.** The Contractor shall notify all utility companies at least 72 hours before any work is started in order that they may locate their utility at the job site. (Iowa One Call: 1-800-292-8989) The Contractor is to use due caution in working over and around all utility lines; damage to any private utility will be the responsibility of the Contractor to replace or repair to the specifications of the utility involved at no cost to the City.
- 2.10. **PAVEMENT REMOVALS.** This bid item shall be payment for removal and disposal of existing pavement and integral curb, regardless of type or thickness. Any saw cut performed for partial removal of pavement shall be considered incidental to this bid item, unless otherwise noted on the plans. All concrete and asphalt paving outside the limits of removal, per construction plan, are to be protected. The Contractor will not be paid for removal or replacement of concrete or asphalt paving broken by the Contractor's operation.



- 2.11. PCC PAVEMENT. This bid item shall include integral curb and gutter, saw cuts, reinforcement, joint sealing and other items incidental to concrete street pavement construction. Grouting the back of integral curb is considered incidental. Pavement thickness to match existing concrete or 7 inches thick. The concrete mix shall be IDOT C-3WR-C or C-4WR-C for all pavement, curb and gutter, driveways, and sidewalk. Coarse aggregate shall be Class 3 durability. Use of fly ash and ground granulated blast furnace slag (GGBFS) shall be in accordance with SUDAS Section 7010 2.02C.
- 2.12. GRANULAR SUBBASE. Place and compact Class "A" Roadstone or equivalent 6" as a subbase for all new PCC street pavement. Granular Subbase shall extend one foot outside the edge of road or back of curb.
- 2.13. TRAFFIC CONTROL. General: All traffic control is the responsibility of the Contractor. It is the responsibility of the Contractor to erect, maintain, protect, and take down the traffic control signs and barricades in accordance with the most recent edition of the "Manual of Uniform Traffic Control Devices". The Contractor must immediately notify the City Engineer if a traffic control sign or barricade is broken, no longer legible, or is otherwise rendered useless. Any traffic control measures damaged or lost as a result of the Contractor's negligence shall be replaced at the Contractor's expense. The Contractor should make every effort to allow access during construction and shall notify property owners 48 hours in advance if access to properties will be interrupted. Access to private property shall be maintained at all times for emergency vehicles.
- 2.14. QUALITY CONTROL. The Contractor shall provide quality control in accordance with SUDAS Section 7010.3.7, and shall be the responsible party for all required testing and re-testing of P.C. concrete, including air content, slump, and cylinders. The cost of this is considered incidental to the project. Coarse and fine aggregates shall be furnished from an approved source in accordance with the specifications. Method of acceptance for coarse and fine aggregates shall be by quality certification furnished by the Contractor. Certified plant inspection is not required.
- 2.15. APPLICATION FOR PAYMENTS. Application for payments shall be made every 30 days using the pay items stating the date and pay request number. The contractor shall be required to sign the Contractor's declaration with each pay request indicating if extra work has been or is expected to be performed by the contractor. Payment to the Contractor will be based on monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed including materials and equipment delivered to the job during the preceding calendar month, and will be based upon an estimate prepared by the Contractor, subject to the approval of the Engineer.

At least fifteen (15) days before the 1<sup>st</sup> Monday of the month (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Engineer. The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In



the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate. The Owner shall retain five (5) percent of the amount of each payment until final completion and acceptance of all work covered by the contract documents.

Final payment will be designated on the final payment request and paid to the Contractor no earlier than thirty (30) days from and after final acceptance of the work by the Jurisdiction. Before final payment is made, the Contractor shall file with the Jurisdiction lien waivers from material suppliers and/or subcontractors showing that they were paid in full for materials supplied and/or work performed on the project.

- 2.16. **PROJECT COMPLETION AND FINAL INSPECTION.** The Contractor must complete the project prior to the completion date, or liquidated damages will be charged. Upon completion of the project, the Contractor shall investigate his work and correct all deficiencies prior to requesting a preliminary inspection by the City. The Contractor shall request, in writing, that the final inspection be made. This request will be made within a time frame that will allow the Contractor time to complete the "Punch List" items prior to the completion date.

