



1459 Washington St.  
Muscatine, IA 52761-5040  
(563) 263-8933  
Fax (563) 263-2127

**Public Works**

**City Transit**  
263-8152

MEMORANDUM

**Equipment Maintenance**  
**Roadway Maintenance**  
**Collection & Drainage**  
**Building & Grounds**  
**Engineering**

To: Mayor and City Council Members

CC: Gregg Mandsager, City Administrator

FROM: Brian Stineman, Director of Public Works

DATE: May 31, 2019

RE: Resolution to Approve Plans, Specifications, Form of Contract, Cost Estimate and Setting a Date for Receipt of Bids for the 2019 Asphalt Alley Program

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**INTRODUCTION:**

The City of Muscatine Public Works Department has compiled a list of alleys to be asphalt overlaid during Fiscal Year 2020.

**BACKGROUND:**

The City of Muscatine Roadway Maintenance Division has compiled a list of alleys that qualify for asphalt overlay using a matrix previously developed. The alleys have been measured and an estimate created along with plans and specifications and bid documents. At this time a resolution is needed to approve these documents.

**RECOMMENDATION/RATIONALE:**

I recommend City Council approve the resolution approving plans, specifications, form of contract, cost estimate, and setting a date of June 20, 2019 for receipt of bids for the 2019 Asphalt Alley Program.

**BACKUP INFORMATION:**

Resolution Approving Contract & Bond

**RESOLUTION NO. \_\_\_\_\_**

**APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT, COST ESTIMATE  
AND SETTING DATE FOR RECEIPT OF BIDS**

**FOR: 2019 ASPHALT ALLEY PROGRAM**

WHEREAS, there is on file in the Public Works a copy of the plans, specifications, form of contract, and notice to bidders prepared by the Public Works Department for the proposed 2019 Asphalt Overlay Program; and

WHEREAS, said plans, specifications, form of contract, and cost estimate have been examined by this Council;

NOW, THEREFORE, BE IT RESOLVED BY THIS COUNCIL that:

1. All objections to the foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are overruled.
2. The foregoing plans, specifications, form of contract, notice to bidders, and cost estimate are finally approved.
3. Date for Receipt of Bids will be June 20, 2019.

(NOTICE TO BIDDERS ATTACHED)

PASSED, APPROVED AND ADOPTED THIS 6<sup>th</sup> DAY OF JUNE, 2019.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

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Diana Broderson, Mayor

ATTEST:

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Gregg Mandsager, City Administrator

(SEAL)

***NOTICE TO BIDDERS***  
**2019 Asphalt Alley Program**

Notice is hereby given that the City of Muscatine, Iowa, will receive sealed proposals in the office of the City Clerk, City Hall, until 2:00 p.m., June 20, 2019 for the 2019 Asphalt Alley Program for the City of Muscatine. At 2:05 p.m. on the same day the City's Purchasing Agent shall open the bids received and announce the results.

Bids will be reported to the City Council at their meeting to be held at 7:00 p.m. Thursday, June 20, 2019. Said proposals shall be acted on at that time or at such later time and place as may then be fixed.

Description of the Type and Location of the Project

The 2019 Asphalt Alley Program consists of profile "milling", along with "hot mix asphalt" overlay of specified alleys throughout the City of Muscatine, Iowa. The locations and estimated quantities are shown in the contract documents. The completion date is October 31, 2019.

Proposals shall be submitted on a form furnished by the City and accompanied by a bid security in an amount equal to five (5) percent of the bid and shall stand as security that the successful bidder will enter into a contract for the work bid upon within ten (10) days after acceptance of his proposal by the City.

The City reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) calendar days and to reject any and all bids, to waive technicalities and to enter into such contract as it shall deem for the best interest of said City.

The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

Payment to the Contractor will be made from funds legally available for that purpose. Payment will be made on the basis of monthly estimates equal to ninetyfive (95) percent of the contract price. The balance of the five (5) percent due to the contractor will not be made earlier than thirty (30) days from the final acceptance of said work by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. Before final payment will be made, the Contractor shall certify that all materials, labor and services have been paid for.

All work is to be performed and completed under the guidelines of OSHA and in strict compliance with plans and specifications prepared by the City of Muscatine Public Works Department, which have heretofore been approved by the City Council and are now on file for public examination.

Proposed specifications and contract documents may be obtained from the Department of Public Works, 1459 Washington Street, Public Works Department, Muscatine, Iowa 52761, between the hours of 8:00 a.m. and 5:00 p.m., Monday thru Friday.

This Notice is published by order of the City Council of the City of Muscatine, Iowa.

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Gregg Mandsager, City Administrator

**SPECIFICATIONS &  
CONTRACT DOCUMENTS**

**FOR THE**

**2019 ASPHALT ALLEY  
PROGRAM**

**CITY OF MUSCATINE  
MUSCATINE, IA  
2019**

**PREPARED BY:**

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER  
MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER  
UNDER THE LAWS OF THE STATE OF IOWA.

---

JAMES G. EDGMOND, PE

DATE

REGISTRATION NO. 10232

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019

PAGES OR SHEETS COVERED BY THIS SEAL: ALL

# **2019 ASPHALT ALLEY PROJECT**

## **CITY OF MUSCATINE MUSCATINE, IOWA**

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***PUBLIC NOTICE***

**NOTICE OF TIME AND PLACE OF PUBLIC HEARING  
ON THE 2019 ASPHALT ALLEY PROJECT**

Public Notice is hereby given that the City Council of the City of Muscatine, Iowa will hold a Public Hearing to hear objections to the plans, specifications, form of contract, and cost estimate for the proposed 2019 Asphalt Alley Project. Said hearing will be held in the City Council Chambers, City Hall, Muscatine, Iowa on June 6, 2019 at 7:00 p.m. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

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Gregg Mandsager, City Administrator

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The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

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Gregg Mandsager, City Administrator

# **INSTRUCTIONS TO BIDDERS**

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#### IB-01 BIDDER'S KNOWLEDGE

The proposed alley improvements are located throughout the City of Muscatine, Iowa. Bidders shall familiarize themselves with the specifications and conditions, which will affect the construction. Specific items relating to the preparation of bids and the submission thereof are listed elsewhere in the Contract Documents. It will be the responsibility of the bidder to examine all Contract Documents and to make a personal examination of the job site and the physical conditions, which may affect his bidding and performance under the contract.

#### IB-02 BIDDER'S QUALIFICATIONS

The bidder may be required to satisfy the Owner as to his integrity, experience, equipment, personnel and financial ability to perform the work.

If the successful bidder is a non-Iowa corporation, he shall submit proof to the Owner, prior to the execution of the contract, of authorization by the Secretary of State to do business in Iowa.

#### IB-03 METHOD OF BIDDING

Bidder shall submit unit price bids as required for the work covered by the specifications. Prices shall cover complete work and include all costs incidental thereto, unless otherwise indicated.

The Engineer may change location, quantities, and combination of units as required during the progress of construction.

Bids will be computed using quantities shown in the proposal. The unit price quantities are approximate and only for comparison of bids.

In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern.

#### IB-04 SUBMISSION OF BIDS

The bids shall be submitted in duplicate on the proposal form included herewith. The proposal shall be submitted in a sealed envelope separate from the bid security. The envelope shall bear the return address of the bidder and shall be addressed as follows:

TO: City Clerk  
City Hall  
215 Sycamore  
Muscatine, Iowa 52761

Proposal for: 2019 Asphalt Alley Program

The "City" may or may not use Recycled Asphalt Pavement "RAP". Please show a unit bid price per ton. Do not fill in the quantity or extended price. If the "City" chooses to use the "RAP", the quantity will be the same amount.

The bid shall be signed by a legally authorized representative of the bidder.

The bid security shall be placed in a separate envelope attached to the envelope containing the bid.

Only the proposal form shall be included in the envelope with the bid. Do not submit plans and/or specifications with the bid.

#### IB-05 BID SECURITY

Bid security is equal to 5% of the bidder's proposal is required for this project.

#### IB-06 WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; but no bids may be withdrawn for a period of thirty (30) calendar days thereafter.

#### IB-07 EVALUATION OF BIDS

The Owner may consider such factors as bid price, experience and responsibility of bidder, and similar factors in determining which bid deems to be the best interest of the Owner for the project.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

The Owner may reject any or all bids, waive informalities or technicalities in any bid, and accept that bid which it deems to be in its best interest.

#### IB-08 SALES TAX EXEMPTION

The City of Muscatine will provide each contractor and subcontractor for this project with a certificate of exemption and an authorization letter which can be presented to material suppliers which will allow the contractor/subcontractor to purchase building materials used in this contract exempt from Iowa sales tax and any applicable local option sales tax and school infrastructure local option tax. Complete information on qualifying materials and

supplies can be found at [www.state.ia.us/tax](http://www.state.ia.us/tax), the Iowa Department of Revenue and Finance (IDRF) web site. Links can be found in the Business Taxes and Local Government categories. Bids submitted for this project should be submitted on this basis.

#### IB-09 EXECUTION OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance bond and payment bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice to Award shall be accompanied by the necessary Agreement and bond forms. In case of failure of the Bidder to execute the Agreement, the Owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within thirty-one (31) days of receipt of acceptable performance bond, payment bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party and executed copy of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued, in writing, following execution of the contract, by the Owner. The Contractor will acknowledge receipt of Notice to Proceed and work shall proceed within ten (10) days.

The contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not claim any modification resulting from representation or promise made by representatives of the Owner or other persons.

#### IB-10 DISQUALIFICATION OF BIDDERS

Attention of bidders is directed to Section 553.23 of the current Code of Iowa, regarding unlawful combination in making public contracts.

#### IB-11 QUANTITIES

Estimated quantities shown on the proposal form are provided solely for the Contractor's information and shall not be construed as being necessarily accurate or complete.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid tabulation included in the Form of Proposal by examination of the site and a review of the drawings and specifications including addenda. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

#### IB-12 COMPLETION DATE

The Contractor shall complete all work under this contract by October 31, 2019. Should the Contractor fail to complete the construction work within the time specified, he shall reimburse the Owner for any extra engineering and inspection costs deemed necessary by the Owner necessitated by the continuance of the work beyond the time herein specified for completion. Such extra engineering costs, not included in the liquidated damages, charged to the Contractor as hereby agreed to in no way constitute a penalty, but said costs represent additional expense to the Owner caused by delayed prosecution of the work by the Contractor. Such additional expense will be deducted from the monies due the Contractor at the time of final payment, recognizing any extensions of time granted by the Owner.

#### IB-13 GUARANTEE

The Contractor shall furnish a maintenance bond, subject to the Owner's approval, guaranteeing to keep all work constructed under this contract in good repair for a period of two (2) years from date of final acceptance. Good repair shall be construed to mean free from any functional or structural deterioration, except that caused from ordinarily reasonable use and acts of God, which appreciably reduces the effectiveness of the improvement for the purpose intended or any serious departure from the standards or original construction.

If, in the opinion of the Owner, such deterioration takes place, they shall so notify the Contractor by registered letter to the address given in the Contractor's proposal and send a copy of such notice to the bonding company, which notice is mutually agreed to be sufficient and adequate. If the Contractor shall not proceed to remedy such defects as are called to his attention in the notice within ten (10) days, the City shall cause the repairs to be made as it deems best, and the entire cost thereof shall be paid by the Contractor or his sureties.

#### IB-14 QUESTIONS AND ADDENDA

If any person contemplating submitting a bid for the proposed work, material or equipment is in doubt as to the true meaning of any part of the plans, specifications or other Contract Documents, he may request an interpretation thereof. The person submitting the request will be responsible for its prompt delivery.

Questions concerning interpretation or intent of the Contract Documents should be directed to:

Randy Howell  
Public Works Building  
1459 Washington Street  
Muscatine, IA 52761  
Phone 563-263-8933  
Fax 563-263-2127

Any oral interpretation given will be valid only if confirmed by written addendum. Information obtained from an officer, agent, or employee of the Owner shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

The Owner reserves the right to revise or amend the Contract Documents, prior to the date set for receipt of bids. Such revisions and amendments, if any, will be announced by an addendum or addenda to the Contract Documents.

Copies of such addenda as may be issued will be furnished to all holders of specifications.

Bidders are required to acknowledge receipt of all addenda by listing such addenda in the Form of Proposal.

#### **IB-15 PRECONSTRUCTION CONFERENCE**

Following the award of contract, the Contractor and his subcontractors will be required to attend a preconstruction meeting at a time and place designated by the Owner.

#### **IB-16 SUB-CONTRACTORS**

The prime contractor shall submit to the owner, in writing, the names of all sub-contractors along with the items and amounts to be sublet. The prime contractor shall not sublet more than 49% of the dollar amount of the contract. All sub-contractors shall be approved by the Owner before work is begun.

**MUSCATINE, IOWA**  
**FORM OF PROPOSAL**

**NOTE TO BIDDERS:** Please do not use the Form of Proposal included in the bound volume of the specifications. Separate copies of this proposal will be furnished to bidders upon application to the Owner.

Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

TO: The Honorable Mayor  
and City Council  
City Hall  
Muscatine, Iowa 52761

GENTLEMEN:

- A. The undersigned bidder submits herewith bid security in the amount of \$ \_\_\_\_\_ in accordance with the terms set forth in the Instructions to Bidders.
  
- B. The undersigned bidder, having examined the plans, specifications, Notice to Bidders, the Location and sites of the proposed work, the nature of the work to be done, extent and condition of existing structures affecting, or affected by the proposed work, and being fully advised as to the extent and character of the work and all existing local conditions, relative to construction difficulties, hazards, labor transportation, hauling, trucking, plant sites, and other factors affected by or affecting the work covered by this proposal as outlined in the specifications and plans, including Addenda \_\_\_\_\_ and \_\_\_\_\_.

HEREBY PROPOSES to furnish all materials, tools, appliances, plant and equipment; and to perform all necessary labor required for the complete construction of the 2019 Asphalt Alley Program for the City of Muscatine, Iowa and all items incidental thereto and to perform all work in accordance with the plans and specifications for said project, including all items to expense and profit, as follows:

2019 Asphalt Alley Program  
Muscatine, IA

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	EXTENDED PRICE
1.	Milling	SY	8413.44		
2.	Hot Mix Asphalt	TON	1716.38		
3.	Recycled Asphalt Pavement	TON			
4.	Manhole Adjustment	EA	0		
5.	Traffic Control	LUMP SUM	1		
<b>TOTAL</b>					\$

The "City" may or may not use Recycled Asphalt Pavement "RAP". Please show a unit bid price per ton. Do not fill in the quantity or extended price. If the "City" chooses to use the "RAP", the quantity will be approximately one half of the amount shown under Item #2 "Hot Mix Asphalt". Please also provide a unit price on manhole adjustments.

1. To do all extra work which may be required to complete the work contemplated at unit price or lump sum, to be agreed upon prior to starting such work.
  2. To execute the form of contract with ten (10) days after Notice of Award is received and to complete all work by October 31, 2019.
- D. Attached, hereto, is an affidavit in proof that the undersigned bidder has not colluded with any person in respect to this Bid or any other Bids or the submitting of Bids for the contract for which this Bid is submitted.
- E. The undersigned bidder states that this proposal is made in conformity with the Contract Documents and agrees that, in the event of any discrepancies or differences between any conditions of his proposal and the Contract Documents prepared by the Owner, the provisions of the latter shall prevail.
- F. The total bid is based on estimated quantities, and the actual amount will be adjusted in accordance with the final determination of quantities involved, as explained in the Detailed Specifications. In case of error in the item totals as quoted, the proper figure based on the estimated quantities and the unit prices as quoted shall govern.
- G. The undersigned bidder is prepared to submit the Bidders' Qualifications statement upon request.

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

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

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

(Seal - if bid is by a corporation)

**NONCOLLUSION AFFIDAVIT OF PRIME BIDDER**

**EXHIBIT A**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

(1) He is the \_\_\_\_\_ of \_\_\_\_\_,  
the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement, or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any Bidder, or, to fix any, overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Muscatine or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant (Signed)

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_

\_\_\_\_\_  
Title

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



## STATEMENT OF BIDDER'S QUALIFICATIONS

### EXHIBIT C

All questions must be answered and the data given must be clear and comprehensive. The statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address, including City, State & Zip Code.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you engaged in construction work under your present firm or trade name?
6. Contracts on Hand: Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important contracts recently completed by you, stating the approximate gross cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization including the officers.
14. Credit available: \$\_\_\_\_\_.
15. Give bank reference.



## FORM OF CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Muscatine, Iowa, party of the first part, hereinafter referred to as the "City" and \_\_\_\_\_, party of the second part, hereinafter referred to as the "Contractor".

### WITNESSETH

That the Contractor and the City for the consideration stated herein mutually agree as follows:

ARTICLE 1: Statement of work. The Contractor shall furnish all supervision, technical, personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services and perform all work required for the construction of the 2019 Asphalt Alley Program, Muscatine, Iowa, all in strict accordance with the Contract Documents prepared by the City of Muscatine, Department of Public Works.

ARTICLE 2. The City will pay the Contractor for the performance of the contract, from funds legally available for that purpose. Payment will be made on the basis of an estimate equal to ninety-five (95) percent of the contract price, including materials, subject to approval of the City. The balance of the five (5) percent due to the Contractor will be made no earlier than thirty (30) days from the final acceptance of said work by the City.

The Contractor shall provide surety bond in the amount of 100% of the contract and shall guarantee the maintenance of the improvement for a period of two (2) years after its completion and acceptance by the City.

The contract shall be completed by October 31, 2019.

The contract amount is \$ \_\_\_\_\_.

ARTICLE 3. Contract: The executed contract documents shall consist of the following:

- |                           |                            |
|---------------------------|----------------------------|
| a. This Agreement         | f. Signed Copy of Proposal |
| b. Addenda Numbers _____  | g. Special Conditions      |
| c. Plans                  | h. Detailed Specifications |
| d. Notice to Bidders      | i. Standard Specifications |
| e. Instruction to Bidders | j. General Conditions      |

THIS AGREEMENT, together with other documents enumerated in this ARTICLE 3, with said other documents are as fully a part of the contract as if hereto attached or herein repeated, forms the contract between the parties hereto. In the event that any provision in any component part of this contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties thereto have caused this AGREEMENT to be executed in triplicate original copies on the date and year first above written.

CITY OF MUSCATINE, IOWA

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
By: Diana Broderson, Mayor

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE

ATTEST: \_\_\_\_\_  
By: Gregg Mandsager, City Administrator

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
TITLE

## **PERFORMANCE AND PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS THAT, a Principal, hereinafter called the Contractor and

---

(Here insert the legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Muscatine, Muscatine County, Iowa as obligee, hereinafter called the Owner, in the amount of

---

DOLLARS (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, 2019, entered into a Contract with Owner for the

### 2019 ASPHALT ALLEY PROGRAM

in accordance with drawings and specifications prepared by the Department of Public Works, City of Muscatine, Iowa, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

A. The Surety hereby waives notice of any alteration by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession or defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

- B. The Contractor and his surety shall be obligated to remedy any defects in workmanship or materials that may develop in the improvements covered by this bond for a period of two (2) years from the date of acceptance of the improvements by the owner.
- C. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
- D. No right of action shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.

The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_,  
A.D. 2019.

IN THE PRESENCE OF:

	_____
	PRINCIPAL
_____	_____
WITNESS	TITLE
	_____
	SURETY

# **SPECIAL CONDITIONS**

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## SC-01 FORM OF DETAILED SPECIFICATIONS

The Detailed Specifications are of the abbreviated or outline type and the Contractor must supply omitted words or phrases by interference. Omissions of words or phrases such as "the contractor shall", "in conformance with", "shall be", "as noted on the plans", "according to the plans", "a", "an", "the", and "all" are intentional.

## SC-02 DEFINITIONS

OWNER:	City of Muscatine, Iowa which is the Party of the First Part in the accompanying contract, acting through its authorized representatives, and referred to in these proceedings as "City" or "Owner".
ENGINEER:	An Engineer from the City of Muscatine, Iowa, or his authorized representative.
INSPECTOR:	The authorized representative of the Owner, assigned to the detailed inspection of the work or materials therefore, and to such other duties as may be delegated to him in these specifications.
CONTRACTOR:	The Party of the Second Part in the accompanying contract for the improvement covered by these specifications or his authorized representative.
SUBCONTRACTOR:	Any person, firm, or corporation who has, with the approval of the Owner, contracted with the Contractor to execute and perform in his stead all, or any part, of the contract.
SPECIFICATIONS:	The documents that set forth manner in which the proposed work is to be accomplished, which have been prepared by the Department of Public Works and approved by the Owner, official copies of which are now on file with the City Clerk.
WORK OR PROJECT:	The improvement that is to be made, the approximate quantities for which, and the location of, as set out in the NOTICE TO BIDDERS.

PLANS:

Drawings that may indicate manner, materials, or requirements of this contract and are made a part of the Contract as if bound into the specifications.

#### SC-03 NOTICE TO PROCEED

The Contractor shall not commence work before receiving written notice to proceed and must begin within ten (10) days after such notice.

#### SC-04 MAINTENANCE AND CONTROL OF TRAFFIC

The Contractor shall conduct his work as to assure the least possible obstruction to access by the residents along the project. Suitable access shall mean a roadway of sufficient width, free from ruts, potholes and mud holes, and capable of carrying a passenger car without damage to the car. When access must be denied due to construction, the Contractor shall provide suitable access within 24 hours after responsible construction is completed. Whenever construction is stopped due to inclement weather, weekends, holidays or other reasons, suitable access shall be provided for all property owners.

Emergency vehicles shall be provided reasonable access at all times.

The Contractor shall maintain all equipment within the gross weight limits as licensed by the State of Iowa. Damage to existing sealcoat, asphalt, or portland cement concrete streets as a result of excessive loads shall be the Contractor's responsibility to repair. Damage to existing sealcoat, asphalt, or Portland cement concrete streets as a result of construction equipment that maintains the licensed weight limit shall be the responsibility of the city.

All open excavations, machinery, material or other items on the project that could constitute a hazard shall be marked by lighted barricades to ensure the safety of the public. (See DS-01.03)

The Contractor shall furnish the name and telephone number of at least one individual who shall be responsible for maintaining project signs and barricades at night, weekends and any time workers are not present.

Existing traffic and street name signs which will interfere with construction will be removed and relocated by the Contractor at a location designated by the Engineer. Any signs damaged by the Contractor shall be repaired or replaced at no expense to the Owner.

#### SC-05 COPIES OF PLANS & SPECIFICATIONS

After award of contract, the Owner will furnish the Contractor three (3) sets of plans and specifications. Additional sets will be available upon request.

#### SC-06 RIGHT-OF-WAY

All construction activity will be on rights-of-way provided by Owner.

#### SC-07 CONSTRUCTION FACILITIES

Limited storage space for materials and equipment will be available within portions of the right-of-way provided for construction.

All storage areas will be subject to approval.

The Contractor will arrange for any utilities required for construction facilities, and all expense will be borne by the Contractor.

#### SC-08 SALVAGE

All asphalt millings belong to the City and shall be delivered to the City maintenance yards located at 1459 Washington Street. Any items to be salvaged by the Contractor will be so noted on the plans or in the Detailed Specifications.

#### SC-09 WASTE SITE

A waste site for rubble and miscellaneous non-asphalt material will be provided and specified by the Engineer.

#### SC-10 INSURANCE

The Contractor shall purchase and maintain throughout the construction period, insurance in the following minimum requirements, and the coverage must be written in a company that has a Best's rating of B+ or better:

- (1) Worker's compensation insurance including Employer's Liability and Occupation disease covering all Iowa employees for statutory Iowa benefits who perform any of the obligations assumed by the Contractor under the contract. The policy will contain broad form all states endorsement.
- (2) Comprehensive General Liability, including independent contractors, completed operations and products, contractual liability, broad form property damage, personal injury, and X, C, and U coverage; coverages must meet the following limits. Deductibles on bodily injury are not acceptable:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence \$2,000,000 aggregate
Property Damage	\$1,000,000 each occurrence
Combined Single Limit	\$1,000,000 each occurrence
Umbrella Liability Coverage	\$2,000,000

- (3) Comprehensive General Automobile liability insurance on all self-propelled vehicles not covered under general liability and used in connection with the Contract, whether owner, non-owner, or hired:

<b>COVERAGE</b>	<b>MINIMUM LIMITS</b>
Bodily Injury or Death	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Option - Combined Single Limit	\$1,000,000 each occurrence

The Owner shall have the right at any time to require public liability insurance and property damage liability insurance greater than those required in the above paragraphs. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added to the bid price.

Any reductions in limits or coverages or exceptions to the insurance requirements can be made if requested in writing and mutually agreed to.

The Contractor shall furnish to the Owner, Certificates of Insurance evidencing compliance with the foregoing requirements before commencing any operations under this contract. (These Certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Owner and Engineer).

#### SC-11 CONTRACT TERMINATION

Provisions contained in Chapter 573A Code of Iowa providing for the termination of contracts in construction of public improvements when construction is stopped because of national emergency shall apply to and be a part of this contract and binding on all parties including subcontractors and sureties upon any bond given or filed in connection therewith.

## SC-12 CODES AND STANDARDS

- a. Perform work in accordance with best present day installation and manufacturing practices; conform to "Manual of Accident Prevention in Construction" by the Associated General Contractors of America, Inc., and Iowa Employment Safety Commission requirements.
- b. Comply with all applicable laws, building and construction codes, and requirements of governmental agencies under those jurisdiction work is being performed; fees for permits and licenses shall be paid by Contractor.
- c. Unless specifically noted to the contrary, conform with and test in accordance with applicable sections of latest revisions of codes and standards listed in Detailed Specifications.
- d. Conflicts:
  1. Between referenced codes and standards: code or standard establishing more stringent requirements shall be followed.
  2. Between referenced codes and standards and specifications and/or plans: one establishing more stringent requirements shall be followed.
  3. Between specifications and plans: plans shall govern.
- e. All work included under this Contract shall be done in accordance with the Occupational Safety and Health Act of 1970 (Williams-Steiger Act) as amended and enforced by the governmental authority responsible for the local enforcement of the Act. Enforcement and responsibility for fulfilling this provision of the specifications shall rest solely with the contractor, his superintendents, and his foreman, and in no way shall rest with the Owner or the Engineer.
- f. All work included under this contract shall be done in accordance with the Secretary of Labor's Safety and Health Standards established under PL 31-54.

## SC-13 SURVEYS AND STAKING (Applicable Only When Construction Survey is not a Bid Item)

The Contractor will be responsible for any survey and/or staking required and will be incidental to the project.

## SC-14 MATERIAL TEST AND CERTIFICATION

Material tests or certification will be required on all materials (pre-cast concrete structures included) incorporated in the project. Such testing and certification costs shall be paid for by

the Contractor. Two (2) copies of the test results or certification should be filed with the Engineer prior to the material usage.

The Engineer shall perform all field and compaction tests at no charge to the Contractor.

Sampling and testing shall follow the IDOT Standard Specifications of 2012, Section 2303.04 or as directed by the Engineer.

#### SC-15 PAYMENT

Separate payment will be made for only those items specifically listed in the proposal. Payment will be made for the quantities of work completed in accordance with Item DS-05 included in the Detailed Specifications.

Payment will also be made in accordance with the Notice to Bidders.

#### SC-16 COORDINATION OF CONSTRUCTION BY THE CONTRACTOR

Coordination work with other contractors, Owner and Engineer to assure orderly and expeditious progress of work.

Select order of work and establish schedule of working hours for construction, subject to approval of Owner and Engineer.

Maintain existing water systems, sewer systems, gas systems, electrical utilities, highways and railroads in substantially continuous operation during construction, unless specifically permitted otherwise by Engineer or other authority.

Perform work hazardous to operation of existing water systems, sewer systems, gas systems, electrical utilities, railroads and highways, or which will require interruption of service, at times specifically approved by Owner and Engineer, or authority in charge of specific utility or service involved.

The Contractor shall be responsible for giving advance notice to all public and private utility companies of his work and use all necessary precautions to prevent damage to all utilities. The Contractor shall be held responsible for all damages and will bear the cost of any repairs or damages caused by his neglect.

Make any temporary connections necessary for maintaining service during course of work and continued operation of sewer system at Contractor's expense.

Make temporary connections in workmanlike manner; avoid hazards to personnel or service.

Remove temporary connections after permanent connections are made.

Schedule construction to minimize interruptions to utility service or use of street barricades and detours.

#### SC-17 SANITARY FACILITIES

Sanitary facilities shall be provided by Contractor for use of all construction personnel, including those of other contractors, for the duration of the project, as follows:

Facilities shall consist of chemical units, complete with weather-tight enclosure adequately ventilated, and equipped with latching door.

Chemical units shall be maintained weekly or at lesser periods if determined necessary. Chemical units shall be in accordance with the rules and regulations of the locality of the project (state, county or city).

Contractor shall furnish toilet paper for the chemical units and shall replenish supply whenever required.

Sanitary facilities remain property of the Contractor and, upon completion of the work, shall be removed from the site.

#### SC-18 MINOR WORK

Any minor work including associated material and equipment, not specifically mentioned in the specifications or shown on the plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the contractor shall not be entitled to extra or additional compensation for same.

#### SC-19 SITE CLEANUP

The Contractor shall be responsible for removal of all debris remaining at the project site, which is the result of his various construction operations. The final cleanup of the project site must be completed to the satisfaction of the Owner and Engineer before final payment will be made.

#### SC-20 FINAL INSPECTION AND ACCEPTANCE

The Contractor shall notify the Engineer when work is considered to be complete and ready for final inspection.

The Engineer, after determining that the work is ready for final inspection and giving ten (10) days notice to the Contractor, will make final inspection and tests he deems necessary to determine that provisions of the specifications are satisfied.

The Owner will not accept work or make final payment to the Contractor until the Engineer has certified that the work of the Contractor is complete and in conformance with the specifications.

#### SC-21 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

The Contractor assumes full responsibility for the safekeeping of all materials and equipment and for all unfinished work until final acceptance by the Owner, and if any of it be damaged or be destroyed from any cause, he shall replace it at his own expense.

The Contractor shall indemnify and save harmless the Owner against any liens for nonpayment of his bills in connection with the contract work. The Contractor shall furnish the Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type under this contract have been fully paid prior to the acceptance of the work by the Owner.

Contractor will indemnify, defend, keep and save harmless, Owner, its agents, officials and employees against all suits or claims that may be based on bodily injury to persons or damage to property of others, or personal injury including libel and slander that is the result of an error, omission or negligent act of Contractor or any person employed by the Contractor, sub-contractor or any person employed by the Contractor, sub-contractor or agent of either.

If the contract involved construction of a structure that would normally be the subject of builders risk insurance, Contractor will purchase such a policy for the full-completed value of the structure, with allowable exclusions. This policy will be written on an "all risk" basis. The named insured will include the owner, general contractor, and any subcontractors as their interest may appear. A deductible of 2% of the completed value with a maximum of \$5,000 will be permitted.

**2019 ASPHALT ALLEY PROGRAM**  
**LIST OF PROPOSED ALLEYS**

	<b>Street</b>	<b>From:</b>	<b>To:</b>	<b>Length (Feet)</b>	<b>Width (Feet)</b>
1.	Busch St. south of Lucas St.	400 block Busch Street (alley behind)		540	16
2.	Grover & Charles	New Hampshire	Hershey	475	15
3.	Salvation Army Oregon & Illinois	Earl	Baker	315	19
4.	Bond & Bleeker	Grandview	Liberty	330	17
5.	Iowa & Sycamore	E. 9 <sup>th</sup>	E. 10 <sup>th</sup>	320	19
6.	Iowa & Sycamore	E. 10 <sup>th</sup>	E. 11th	430	19
7.	Taylor & Clinton	New Hampshire	Hershey	470	15
8.	Hawthorne & Washington	Orchard	Park	400	16
9.	Hagerman & Lorenz	Terrace Heights	Roscoe	786	16
10.	4 <sup>th</sup> Street Park - Locust	W. 3 <sup>rd</sup> St.	W. 4 <sup>th</sup> St.	165	17
11.	Pine & Linn	W. 3 <sup>rd</sup> St.	W. 4 <sup>th</sup> St.	330	16