



City of Muscatine



AGENDA ITEM SUMMARY

City Council

DATE:
January 21, 2021

STAFF

Pat Lynch, City Engineer

SUBJECT

Resolution Approving the Plans, Specifications, Form of Contract, Cost Estimate and Setting the Date for Receipt of Bids for the 2020/2021 PCC Full Depth Patching Project

EXECUTIVE SUMMARY

The City of Muscatine Public Works Department has compiled a list of streets to be full-depth concrete patched during Fiscal Year 2020/2021. The Bidding Documents are now complete and ready to be released to solicit bids. The bids are due on February 23, 2021 at 10:00 am.

STAFF RECOMMENDATION

Staff recommends Council approve the Bidding Documents for the 2020/2021 Full-Depth Patching Project.

BACKGROUND/DISCUSSION

The City of Muscatine Roadway Maintenance Division has compiled a list of streets that qualify for full-depth patching based on a matrix previously developed. The Bidding Documents are ready to be released to solicit bids. This project was delayed due to uncertainty of road use tax revenue due to the Covid 19 pandemic. The streets included in this project are:

- Ford Avenue: Frontage Road to Jody Drive
- Fulliam Avenue: Kindler Avenue to Devitt Avenue
- Logan Street: Fulliam Avenue to Cedar Street
- Sterling Woods Court: Cul-de-sac

CITY FINANCIAL IMPACT

The funds for this project come from the Roadway Maintenance Budget. This project is anticipated to cost approximately \$365,000.

ATTACHMENTS

- Bidding Documents

RESOLUTION NO. 2021-0023

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

FOR: 2020/2021 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT

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 2020/2021 PCC Full Depth Patch Construction Project; 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 approved.
3. Date for Receipt of Bids will be February 23, 2021.

(NOTICE TO BIDDERS ATTACHED)

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF JANUARY, 2021.

CITY COUNCIL OF THE CITY OF MUSCATINE, IOWA

Diana Broderson, Mayor

ATTEST:

Carol Webb, City Administrator

(SEAL)

NOTICE TO BIDDERS
2020/2021 PCC Full Depth Patch Construction Project

Notice is hereby given that the City of Muscatine, Iowa, will receive sealed proposals in the office of the City Clerk, City Hall, until 10:00 a.m., February 23, 2021, for the 2020/2021 PCC Full Depth Patch Construction Project for the City of Muscatine. At 10:05 a.m. on the same day the City's Purchasing Agent shall open the bids received and announce the apparent results.

Bids will be reported to the City Council at their meeting to be held at 7:00 p.m., March 4, 2021. 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 2020/2021 PCC Full Depth Patch Construction Project consists of constructing P.C. Concrete curb and gutter, full depth patching, driveways, sidewalks and handicap ramps at streets on the attached schedule below. All streets are within corporate city limits of Muscatine, Iowa. ***Work must be completed by June 4, 2021.***

Proposed Fiscal Year 2020/2021 Full-Depth Patch Streets

Street Name	Location Address or from: to:	Ward
Ford Avenue	Frontage Road to Jody Drive	5
Fulliam Avenue	Kindler Ave to Devitt Ave	1
Logan Street	Fulliam Ave to Cedar St	1
Sterling Woods Ct	Cul-de-sac	1

Proposals shall be submitted on the 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 sixty (60) 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 ninety-five (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 in compliance with OSHA and in strict compliance with these contract documents 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 plans, 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.

Carol Webb, City Administrator



2020/2021 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT

**CITY OF MUSCATINE
MUSCATINE, IOWA**

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.

PATRICK R. LYNCH, PE

DATE

REGISTRATION NO. 17235

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2021

PAGES OR SHEETS COVERED BY THIS SEAL: ALL

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PUBLIC NOTICE

NOTICE OF TIME AND PLACE OF PUBLIC HEARING ON THE 2020/2021 PCC FULL DEPTH PATCH CONSTRUCTION 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 2020/2021 PCC Full Depth Patch Construction Project. Due to COVID-19 precautions, said hearing will be held electronically on January 21, 2021 at 7:00 p.m. Please join the meeting from your computer, tablet or smartphone by going to:

<https://global.gotomeeting.com/join/909906773> . You can also dial in using your phone by calling +1 (571) 371-3122 and enter the Access Code of 909-906-773 when prompted. All interested persons are invited to attend and will be given an opportunity to be heard relative to this matter.

Carol Webb, City Administrator

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Carol Webb, City Administrator

INSTRUCTIONS TO BIDDERS

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IB-01 BIDDER'S KNOWLEDGE

The proposed PCC street maintenance improvements are located throughout the City of Muscatine, Iowa. Bidders shall familiarize themselves with the specifications and existing conditions, which will affect the construction. Specific items relating to the preparation of bids and the submission thereof are listed elsewhere in these 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 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 prices 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 project 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
2020/2021 PCC Full Depth Patch Construction Project

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 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-06 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-07 SALES TAX EXEMPTION

The City of Muscatine will provide prime contractor and all subcontractors 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, 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-08 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 an 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 approval and execution of the contract by the City Council. The Contractor will acknowledge receipt of Notice to Proceed and work shall proceed within ten (10) days, or as mutually agreed between Owner and Contractor.

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-09 DISQUALIFICATION OF BIDDERS

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

IB-10 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 contract documents 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. This contract is an indefinite quantity, indefinite delivery contract. See special provisions (B) Description of Contract.

IB-11 COMPLETION DATE

All other work must be completed as described in special provision.

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-12 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 in writing to the address or email 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 twenty (20) 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 unless the City and Contractor mutually agree to extend the 20 days due to extenuating circumstances.

IB-13 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:

Pat Lynch, P.E. or 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-14 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-15 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 estimated dollar amount of the contract. All sub-contractors shall be approved by the Owner before work is begun.

**2020/2021 PCC FULL DEPTH CONSTRUCTION PROJECT
CITY OF MUSCATINE - MUSCATINE, IOWA**

FORM OF PROPOSAL

NOTE TO BIDDERS: Please use the Form of Proposal included in the contract documents 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 \$ _____ or _____ % in accordance with the terms set forth in the Instructions to Bidders.
- B. The undersigned Bidder, having examined the contract documents, 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 pavements 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 2020/2021 PCC Full Depth Patch Construction Project 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:

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 as stated in the special provisions.

- C. 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.
- D. 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.
- E. The total bid is based on estimated quantities, and the actual amount will be adjusted in accordance with the final determination of quantities involved. 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, and contractor's bid will be modified as needed to reflect this revised cost.
- F. 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)

**2020/2021 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT
Proposal Form**

BID					
#	ITEM	QUANTITY	UNIT	PRICE/UNIT	TOTAL
1.	Mobilization	1	LS		
2.	Modified Subbase, 6"	100	SY		
3.	Modified Subbase, 6" (City Supplied)	3,700	SY		
4.	Crushed Rock Stabilization	50	TON		
5.	Geotextile Fabric	200	SY		
6.	Sub Drain, 6" (Complete)	100	LF		
7.	PCC Sidewalk, 4"	50	SF		
8.	PCC Pedestrian Curb Ramp, 6"	25	SF		
9.	Detectable Warning Surface	25	SF		
10.	PCC Patch, 8" - Large	1,500	SY		
11.	PCC Patch, 8" - Small	2,200	SY		
12.	Water Box Adjustment	5	EA		
13.	PCC Driveway, 6" Remove and Replace	100	SY		
14.	Manhole/Catch Basin Adjustment	10	EA		
15.	Seeding and Fertilizing	1,500	SY		
16.	Remove and Replace Sanitary/Storm Manhole	2	EA		
17.	Remove and Replace Storm Inlet Structure	2	EA		
18.	Traffic Control	1	LS		
TOTAL					

Contractor_____

Date_____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

EXHIBIT A

(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 _____, 2021.

Title

My commission expires

**NONCOLLUSION AFFIDAVIT OF SUBCONTRACTOR
EXHIBIT B**

, being first duly sworn, deposes and says that:

(1) He is the _____ of _____, hereinafter referred to as the "Subcontractor";

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor for certain work in connection with the _____ Contract pertaining to the Project in Muscatine, Iowa;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham bid;

(4) Neither the Subcontractor 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 Subcontractor's Proposal 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)

Title

Subscribed and sworn to before me
this _____ day of _____, 2021

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: Show each contract and the 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 final dollar value for each, and the month and year completed.
11. Will you upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Muscatine?
12. (a) Have you ever been a party to or otherwise involved in any action or legal proceeding involving matters related to race, color, nationality or religion? If so, give full details.
(b) Have you ever been accused of discrimination based upon race, color, nationality, or religion in any action or legal proceeding, including any proceeding related to any Federal Agency? If so, give full details.
13. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City of Muscatine in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____ of _____
_____, 2021.

(Name of Bidder)

By _____

Title _____

State of _____

) ss
County of _____

)

being duly sworn, deposes and says that he is the
of _____
and that the answers to the foregoing questions and all statements
therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2021.

Notary Public

My Commission expires _____.

FORM OF CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, 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 2020/2021 PCC Full Depth Patch Construction Project, 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.

Completion Dates: All work shall be completed in accordance with the special provisions contained herein.

The contract amount is \$_____.

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

- a. This Agreement
- b. Addenda Numbers _____
- c. Contract Documents
- d. Notice to Bidders
- e. Instruction to Bidders
- f. Signed Copy of Proposal
- g. Special Provision
- h. Detailed Specifications Referenced
- i. Standard Specifications Referenced
- 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: Mayor Diana Broderson

BY

TITLE

ATTEST:_____

By: Carol Webb, City Administrator

ATTEST:_____

TITLE

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

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

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

2020/2021 PCC FULL DEPTH PATCH CONSTRUCTION PROJECT

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 _____ year (s) 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.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the

Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be _____ 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.

Project No. _____
(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

PRINCIPAL:

Contractor

By _____

Signature

Title

SURETY:

Surety Company

By _____

Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Company Name

Attorney for Jurisdiction

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

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

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SP-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 inference. 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.

SP-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:	A city Engineer 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 Prime 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.

SP-03 NOTICE TO PROCEED

The Contractor shall not commence work before receiving written notice to proceed and must begin within twenty (20) days after such notice.

SP-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 emergency traffic without damage to the vehicles. 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 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 or concrete streets as a result of excessive loads shall be the Contractor's responsibility to repair.

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

The Contractor shall furnish the name and telephone number of at least one individual who shall be responsible and available 24/7 for maintaining project signs and barricades at night, weekends and any time workers are not present.

SP-05 COPIES OF PLANS & SPECIFICATIONS

After award of contract, the Owner will furnish the Contractor three (3) sets of contract documents. Additional sets will be available upon request. There are no plans for this project.

SP-06 RIGHT-OF-WAY

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

SP-07 CONSTRUCTION FACILITIES

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

All additional storage areas used or proposed by the contractor 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. No utilities or facilities are required by the City for this contract.

SP-08 SALVAGE

All removed PCC pavement shall 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 in the Detailed Specifications. All castings not re-used shall be delivered to the city maintenance yard.

SP-09 WASTE SITE

Contractor is responsible to legally dispose of all waste generated by this project except for clean P.C.C. and H.M.A. and soil.

SP-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:

COVERAGE	MINIMUM LIMITS
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 Total

(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:

COVERAGE	MINIMUM LIMITS
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 the City's responsibility to pay.

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).

SP-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.

SP-12 CODES AND STANDARDS

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.

SP-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.

SP-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 concrete inspection tests.

The class, date of manufacture, and trademark shall be plainly marked or stenciled on the inside of each segment of reinforced concrete pipe not later than 24 hours after the pipe is made.

SP-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.

SP-16 COORDINATION OF CONSTRUCTION BY THE CONTRACTOR

Coordination work with other contractors, Owner, MP &W, 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.

SP-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.

SP-18 MINOR WORK

Any minor work 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.

SP-19 SITE CLEANUP

The Contractor shall be responsible for removal of all debris, dirt, and dust remaining at the project site, which is the result of the 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.

SP-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.

SP-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.

SP-22 DESCRIPTION OF CONTRACT

This contract is for the full depth patch of city streets at multiple locations within the City of Muscatine. This project will operate based on an indefinite quantity, indefinite delivery task order contract. There is a minimum of \$300,000 worth of work and a maximum of \$400,000 worth of work to be completed by June 4, 2021. While it is unknown as to the exact number of locations and quantities, locations and estimated quantities have been provided to aid in the bidding process.

SP-23 DESCRIPTION AND COMPLETION OF WORK

The proposed improvements consist of removing and replacing full depth P.C.C. pavement, constructing sidewalk/handicap accessible ramps, and other work related thereto of various city streets within the City of Muscatine, Iowa. It is to be understood that the quantities given are estimated quantities and that payment is based upon units of work satisfactorily completed, multiplied by the contract unit prices.

All work on this project, (\$400,000 maximum) shall be completed on or before June 4, 2021. Liquidated damages shall be \$200.00 per day for days used after June 4, 2021. If any additional work is added to the contract, additional days will be added accordingly.

SP-24 LIMITATIONS OF OPERATIONS AND ACCESS

The Contractor shall conduct the work so as to create a minimum amount of inconvenience to traffic. Every effort shall be made to maintain access to all businesses and residences whenever possible and to provide temporary access to driveways at all other times.

SP-25 UTILITY AND CASTING ADJUSTMENTS

If the utility company chooses to adjust their own castings, it shall be the responsibility of the Contractor to coordinate their work with that of the utility company to avoid unnecessary delays in construction.

SP-26 CITY SIGNS

The Contractor shall be responsible for providing notice to the Street Maintenance Supervisor or his representative of any street signs or traffic control signs that will conflict with construction operations. The Street Department shall remove and collect said signs. The City will replace them when construction is complete.

Without proper notification the Contractor shall be responsible for the cost associated with the replacement of City signs which will be deducted from the monthly pay application.

Payment for this work shall be considered incidental to this contract.

SP-27 INLET PROTECTION

The Contractor shall provide and maintain inlet protection devices at all times during the course of this project to ensure no concrete slurry, silt or other undesirable debris enters the City storm or sanitary sewer systems, creeks or other natural waterways. Inlet protection shall consist of a drop inlet structure or other approved above ground protection device approved by the Project Manager.

Upon completion of paving and site stabilization, the Contractor shall remove inlet protection and clean the storm and sanitary sewers within the project limits if required by the City Engineer due to debris from contractor's work in a manner acceptable to the City. Inlet protection and storm sewer system cleaning shall be considered incidental to this contract.

SP-28 GENERAL PARKING REQUIREMENTS

The Contractor shall place temporary "No Parking" signs for the project as necessary. These signs may be obtained from the Public Works Department at 1459 Washington Street. The Contractor shall be responsible for providing standards and placing the signs on each day's work, not less than twenty four (24) hours before work commences, and removing them after work has been completed on that segment of the program or for that day. The cost of erecting and maintaining said signs shall be considered incidental to this contract.

If, after proper no parking notice has been given, parked cars are still interrupting construction operations, the Engineer or his representative may authorize additional measures to be taken. All temporary "No Parking" signs must be placed twenty four (24) hours prior to their effective time in order for police enforcement to occur.

The Contractor shall photograph the placement of the temporary "No Parking" as well as a means of documenting the date and time in the photo.

SP-29 SUBMITTALS

- a. Submit material for certification of materials incorporated into this Contract.
- b. Submit verification of Iowa D.O.T. certification for P.C.C. ready-mix supplier.
- c. Submit copies of all public notices for approval prior to use.

SP-30 P.C.C. PLACEMENT

- a. Fixed form paving machines specifically designed for placing, striking off, consolidating, and finishing in a single pass can be used for all areas to receive full depth pavement replacement that exceed one hundred foot (100') in length and are $\frac{1}{2}$ street width.
- b. The Contractor may use a vibratory screed for small pavement sections of less than one hundred feet (100') in length if paving machines are not practical.
- c. Slip form paving machines will only be allowed on this contract if approved by Engineer.
- d. All patches shall be consolidated using a vibrator.
- e. All work shall comply with SUDAS Standard Specifications, current edition.

SP-31 SPECIAL CONSTRUCTION DETAILS

- a. The Contractor shall not have more than three (3) street sections under construction at any time during the course of the program. Once one location is entirely complete as approved by the ENGINEER/INSPECTOR, including surface restoration, the Contractor shall then begin construction on the next street. Pavement removal shall commence no later than three (3) days after pavement is sawed.
- b. Upon completion of all street patches at each street location, the Contractor shall remove all forms, repair honeycombing or any other pavement defects, backfill with topsoil and mechanically compact behind the curbs, and saw and seal the pavement joints, all within ten (10) calendar days. When initial backfilling is complete, the top six inches (6") of earth shall be approved topsoil and be free of rocks, concrete, or any objectionable materials.

SP-32 SAW JOINTS

- a. Joint locations shall be chalked with a string line before sawing.
- b. In order to prevent shrinkage cracks, sawing shall be commenced promptly after the pavement has obtained sufficient strength to resist tearing of the concrete adjacent to the joint during the process of sawing. No jointing tools shall be allowed.
- c. Pavement pours shall be scheduled to allow transverse joints to be sawn prior to concrete cracking.
- d. Longitudinal joints shall be sawn prior to concrete cracking.
- e. Joints sawed with an early green concrete saw shall be cleaned out prior to sealing. The concrete must be capable of supporting the sawing operations to allow the use of a green concrete saw.

SP-33 REPAIR OF PAVEMENT

- a. The Contractor shall protect the new pavement and its appurtenances from damage at all times and shall repair any damaged pavement at the Contractor's expense.
- b. Any part of the pavement damaged by traffic or other causes occurring prior to final acceptance of the pavement shall be repaired or replaced, at the discretion of the Engineer, at the Contractor's expense.

- c. The Contractor shall not operate equipment with metal tracks, metal bucket blades, or metal motor patrol blades directly on street paving. The Contractor shall not unload soil or granular materials, including base rock for storage and future reloading directly onto newly paved street surfaces.

SP-34 SURFACE REQUIREMENTS AND PAVEMENT SMOOTHNESS

It is the Contractor's responsibility to ensure the finished pavement provides a smooth riding surface with positive drainage. The Contractor shall check the entire pavement surface longitudinally with a ten foot (10') straightedge while the concrete is still plastic. Any depressions found shall be immediately filled with freshly mixed concrete struck off, consolidated, and refinished. The Contractor shall correct any surface deviations greater than 1/8 inch in ten feet (10'). New pavement surfaces shall be flush with existing pavement surfaces. The Contractor shall remove and replace curbs having varying cross sections. The length of curb removal shall be taken between transverse joints and to the quarter joint. The removal of curb exhibiting varying cross section for streets greater than 31' in width shall be removed two feet (2') from the back of curb in the longitudinal directions.

The costs of correcting ponding water, pavement smoothness, removal and replacement of curbs with varying cross sections, and associated traffic control shall be considered incidental to the cost of pavement. No pavement smoothness incentives will be provided.

SP-35 WINTER SHUTDOWN

- a. Winter work is not anticipated for this project.

SP-36 FINAL CLEANUP

Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, clean out intakes, catch basins and manholes of all debris within the project limits, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a clean condition. The Contractor shall not make any agreement, which allows salvaged or unused material to remain on private property without prior approval of Engineer.

All ground occupied by the Contractor in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and may include making the area suitable for cultivation and, where vegetation has been disturbed, sodding of the area. All material removed from the work site due to final cleaning shall become the property of the Contractor, except for clean concrete which can go to the Washington Street storage lot.

Final cleanup shall be subject to approval of the Engineer and in accordance with applicable regulations.

DETAILED SPECIFICATIONS

DS- 01 GENERAL

DS – 01.01 SCOPE

The City of Muscatine is seeking bids for improvements located on various streets throughout the city. The work consists of constructing curb and gutter, full depth patching, sidewalks, handicap ramps, and driveways, as listed in the contract documents or as directed by the Engineer. The approximate patch locations will be marked in the field; however there may be additions or deletions as directed by the ENGINEER/INSPECTOR. All concrete removal will remain City property and shall be hauled by the Contractor to the City Public Works yard located at 1459 Washington Street. The City will make available, to the Contractor, quantities of fill dirt required for backfilling. This material will be at the City Ravine Site located at 700 Juniper Street. Access to the Ravine Site shall be coordinated with the INSPECTOR. Excess excavated material shall be hauled by the Contractor to the Ravine Site. It shall be understood by the Contractor that he will furnish all labor, materials, tools, transportation, and supplies required for all or any part of the work (unless otherwise specifically directed) to make each item complete in accordance with the spirit of the contract. It is understood that the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only materials of the first quality are to be used.

DS-02.01 SCHEDULING AND COORDINATION

Prior to any removal, “One Call” is mandatory for all utility locates in the construction area. Once “One Call” is complete, removal may begin.

DS-03.01 TRAFFIC CONTROL

Protection of the work, workman, and the traveling public is required at all times and is the sole responsibility of the CONTRACTOR. Area closures, parking area closures, and street closures during working hours will be permitted with approval from the Engineer. Street closures will require a 24-hour notice in order to coordinate with public safety agencies. All necessary signs, barricades, and flagging are incidental to work in progress. When required flagman shall be equipped with current equipment and clothing and shall have had previous training as administered by either the Iowa or Illinois department of transportation.

ESTIMATE REFERENCE NOTES

Bid Item No. 1 – Mobilization

Mobilization shall consist of preparatory work and operation under the contract but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of all facilities, which must be performed or costs incurred prior to the beginning of work on the various items on the project site. Mobilization may include bonding. Payment shall be LUMP SUM.

Bid Item No. 2 – Modified Subbase, 6”

This item shall include all labor, material, and equipment required for the excavation and disposal of existing subbase or subgrade as required, to furnish, place and compact a six inch (6") thick lift of modified subbase under all proposed street pavement areas. The drainage subbase shall conform to SUDAS Specifications.

The material shall be delivered to the job site, spread, and compacted per SUDAS Specifications. Greater thickness shall only be used and paid for as approved by the ENGINEER. The material shall be proof rolled if practicable. The Contractor shall not place any concrete until approval of compaction has been obtained from the ENGINEER/INSPECTOR.

Payment for this item shall be made at the unit price bid per SQUARE YARD. Measured quantity shall be restricted to under pavement areas.

Bid Item No. 3 Modified Subbase, 6” (city supplied)

This item shall include all labor, material, and equipment required for the excavation and disposal of existing subbase or subgrade as required, to furnish, place and compact a six inch (6") thick lift of modified subbase under all proposed street pavement areas. The drainage subbase shall conform to SUDAS Specifications.

The material shall be provided by City of Muscatine. Contractor shall deliver to the job site, spread, and compact per SUDAS Specifications. Greater thickness shall only be used and paid for as approved by the ENGINEER. The material shall be proof rolled if practicable. The Contractor shall not place any concrete until approval of compaction has been obtained from the ENGINEER/INSPECTOR.

Payment for this item shall be made at the unit price bid per SQUARE YARD. Measured quantity shall be restricted to under pavement areas.

Bid Item No. 4 – Crushed Rock Stabilization

This item shall include all labor, material, and equipment necessary to excavate, furnish, place and compact a maximum twelve inches (12") of subbase stone in locations where the ENGINEER/INSPECTOR directs the removal of unsuitable soil under P.C.C. pavement, curb & gutter, driveways, and sidewalks. This material shall conform to SUDAS Specifications for Modified Subbase.

Payment for this item shall be made at the unit price bid per TON and applies only to the foundation support materials. Bid price shall include the removal and disposal of existing subgrade as required for placing the crushed stone.

Bid Item No. 5 – Geotextile Fabric

This item shall include all labor, material, and equipment necessary to furnish and install a heavy duty non-woven subgrade stabilization fabric in compliance with manufacturer's specifications in locations determined by the ENGINEER/INSPECTOR for the use of subgrade stabilization. Material shall NOT be geogrid.

Geotextile shall be rolled out and placed on excavated subgrade with a minimum overlap of two feet (2'). Geotextile shall NOT be placed stretched tight. Fabric shall be loose with bumps and dips prior to placement of crushed rock stabilization.

Cover geotextile with granular material as soon as possible. Geotextile is not to be exposed to the elements for more than three (3) weeks. The Contractor shall not drop rocks or granular material on geotextile. The Contractor shall repair geotextile damaged in the placement of granular material.

Payment for this item shall be made at the unit price bid per SQUARE YARD. No payment will be made for the required overlap. A contingency quantity has been included in the contract for this item.

Bid Item No. 6 – Subdrain, 6" (Complete)

This item shall include all labor, material, and equipment necessary to furnish and install six-inch (6") diameter flexible perforated, socked drain tile, place and compact porous backfill under and around the perforated subdrain, and make the necessary connections.

Subdrain tile shall conform to Iowa D.O.T. Specifications, Section 4143.01 (B) for perforated corrugated polyethylene (PE) tubing and be placed in accordance with the standard detail. All subdrain tiles shall be laid to maintain positive drainage. Bid price for the subdrains shall include removal and disposal of excavated material, pipe material and fittings, porous granular

backfill and connections to storm sewer structures or by day lighting to a suitable natural drainage way. The Contractor shall furnish and install rodent guards per Iowa D.O.T. Standard Specifications on all subdrain outlets and provide a suitable solid plastic cap at the upper end of all runs.

Porous backfill shall meet the requirements of Iowa D.O.T. Standard Specifications, Section 4131, Gradation 29 or approved equal. The trench shall be excavated to the grade directed by ENGINEER and to a depth sufficient to allow a minimum of four inch (4") bedding to be placed in the trench. The bedding is to be placed prior to the installation of the subdrain tile. The tile shall be backfilled and compacted to the bottom of the proposed modified subbase in accordance with Iowa D.O.T. Standard Specifications. Trench width shall be a minimum of ten inches (10"), with a maximum of twelve inches (12"). Where tile is placed behind the back of curb, special care shall be taken to keep backfill material clean and free of foreign material. **Any pumping needed to dewater the trench shall be considered incidental to this pay item.**

Drilling or sawing shall be used for subdrain connections to existing structures of concrete, brick, or block construction. Taps shall not be made by pneumatic jackhammer. For structures of brick construction, drilling, sawing or punching individual bricks or blocks out after chiseling the mortar shall be completed to make the tap. Connections shall be grouted in with 3,000-psi compressive strength concrete mix or an Engineer-approved alternative material.

All costs involved with installing the subdrain as shown on the detail, including an additional depth, shall be considered incidental to this item.

Payment for this item shall be made at the unit price bid per LINEAR FOOT.

Bid Items No. 7 and No. 8 – P.C.C. Sidewalk, 4" and P.C.C. Pedestrian Curb Ramp, 6"

These items shall include all labor, equipment and material necessary to remove existing sidewalk, underlying gravel or soil, or pedestrian curb ramp as directed by the ENGINEER/INSPECTOR, and construct new four inch (4") thick sidewalk and six inch (6") thick pedestrian curb ramps where removed, backfill the area disturbed in the boulevard and sides of the walk or ramp with native or acceptable imported material, and mechanically compact it. The width of a particular pedestrian curb ramp will be determined by the ENGINEER. The surface shall be given a soft broom finish, transverse to the length of the sidewalk or ramp. Sidewalk or ramps not designated for removal, but damaged or removed by the Contractor, shall be replaced at the Contractor's expense. Any additional backfill required for laying sod shall be the responsibility of the Contractor and shall be considered incidental to this item. Saw cuts needed to remove sidewalk shall be included in this unit price.

The disturbed areas around the newly constructed sidewalks or ramps shall be graded smooth and shall be free from stones, debris, broken concrete or any other material deemed unsuitable by the

Engineer or his representative and shall be suitable for the growth of sod. The adjustment to grade of utility shutoff boxes and electrical hand holes, within sidewalk, curb ramps, and boulevards, shall be considered an incidental cost to this item.

Sod for the areas adjacent to the sidewalks shall be incidental to this item.

Payment for these items shall be made at the unit price bid per SQUARE FOOT.

Bid Item No. 9 – Detectable Warning Surface

This item shall include all labor, equipment and material necessary for installing the areas of ADA approved detectable surfaces required on pedestrian curb ramps in accordance with SUDAS specification. The detectable warning surfaces used for this project shall be the type made of cast iron or approved equal. Any detectable surfaces that are not properly installed into the ramp shall be removed and replaced at the Contractor's expense.

Payment for this item shall be made at the unit price bid per SQUARE FOOT.

Bid Item No. 10 & 11 – P.C.C. Patch, 8" Thickness (Large & Small)

This item shall include all material, labor, and equipment necessary to remove and dispose of existing concrete and/or asphalt pavement and to construct eight-inch (8") non-reinforced concrete pavement in accordance with SUDAS specifications.

Pavement removal shall be initiated at an existing joint or location as determined by the ENGINEER/INSPECTOR. New tie bars and dowels shall be placed in pre-drilled holes using epoxy grout per the SUDAS specifications. Saw cuts as needed to remove existing pavement shall be incidental to this pay item.

1. All joints utilizing a smooth dowel bar shall be eighteen inches (18") in length.
2. All steel reinforcement shall be epoxy coated.

The Contractor shall conduct saw cutting operations that comply with Federal, State, and Local health and safety regulations, including current or additional regulations that may be issued throughout the contract duration. Changes to sawing operations due to change in regulation shall be required at no additional cost to the City. Should dust control measures prove unsafe or pose a nuisance, the Contractor shall be required to change sawing operations at no additional cost to the City. Longitudinal tining shall be required where it already exists.

P.C.C. shall not be placed if it is raining, or on a wet subgrade unacceptable to the ENGINEER/INSPECTOR. Subgrade proof rolling shall be at the discretion of the ENGINEER/INSPECTOR for pavement sections that exceed one hundred feet (100') in length.

The concrete for this item shall meet the requirements for an Iowa D.O.T. C-4WR mix. Before opening a street to traffic, the pavement shall have a minimum flexural strength of 550 psi as determined by maturity method. Contractor is responsible for coordinating maturities with the ready mix and shall report test results to engineer prior to opening to traffic.

When required by the ENGINEER/INSPECTOR, as in the instance of a driveway or a patch in front of a driveway, an "M" mix shall be used to minimize inconvenience to the public. "M" mix, if provided, shall be paid for at contract prices plus the difference in the material cost. Invoices shall be submitted to document the additional material cost.

All joints shall be sealed by the contractor per SUDAS Specifications.

The Contractor shall supply State batch tickets for all loads delivered to the job sites.

A large patch shall be considered any patch greater than 20 square yards and a small patch shall be considered any patch 20 square yards or smaller.

Payment for this item shall be at the unit price bid per SQUARE YARD and shall also include all necessary full depth sawing or cutting, removing and replacing integral or abutting curb, form construction, subgrade preparation per SUDAS Specifications, furnishing and installing required tie bars and dowels, removal and disposal of sheet piles or anchor lugs, curing, joint sealing and initial backfilling the disturbed areas.

Bid Item No. 12 – Water Box Adjustment

This item shall include all material, labor, and equipment necessary to adjust water boxes as required. Bid price shall be per EACH.

Bid Item No. 13 – P.C.C. Driveway, 6" Remove and Replace

This item shall include all labor, equipment, and material necessary to remove existing driveways and sidewalk through driveway as necessary to install subdrain tile, perform concrete patching, or achieve proper drainage and to replace them with new six-inch (6") thick non-reinforced concrete driveways with and a 6" modified subbase per SUDAS Specifications. If replacing the sidewalk portion of the driveway, take care to ensure ADA compliance. The Contractor shall backfill the area disturbed in the boulevard and property side of the walk with topsoil suitable for plant growth. The disturbed areas shall be graded smooth and shall be free from stones, debris, broken concrete or any other material deemed unsuitable by the ENGINEER/INSPECTOR and shall be suitable for the growth of grass. Any additional backfill required due to settlement of topsoil prior to or after laying sod or seeding shall be provided by the Contractor and shall be incidental to this item. Saw cutting is incidental to this item.

Payment for this item shall be made at the unit price bid per SQUARE YARD.

Bid Item No. 14 – Manholes/Catch Basin Adjustment

This item shall include all labor, equipment, and materials necessary to raise or lower existing castings to the proper grades of the finished pavement. All adjusting rings shall be consistent with SUDAS section 6010. All castings shall be adjusted with steel shims or by using approved manhole ring adapters. All interior gaps between the frame and manhole ring/ structure wall shall be filled with non-shrink grout. Manholes that require adjustment or work below the 12 inch adjusting ring level shall be paid two times the normal price for casting adjustment.

Concrete adjusting rings less than four inches (4") in thickness shall not be allowed. The Contractor shall be responsible for replacement of castings damaged by his operations. The area adjacent to manholes and catch basins shall have blockouts constructed per SUDAS Specifications. When the manhole blockout is intersected by a longitudinal and transverse joint, the square blockout shall be orientated diagonally to the flow of traffic, or as approved by the ENGINEER.

The Contractor shall exercise care to prevent the movement of newly poured concrete, brick, dirt, concrete or other undesirable material from falling into the manholes and sewers. The Contractor shall remove any undesirable debris caused by their means and methods of construction, from manholes, catch basins or sewers within the project limits at their expense.

NOTE: Each setup for a given structure shall be counted as one casting, regardless of its size. Manhole castings, single, double, and triple catch basin castings shall be counted as one (1) casting adjustment each.

It shall be the Contractor's responsibility to verify the location of all water and gas valves. The Contractor shall coordinate the adjustment of water and gas valves with Muscatine Power and Water Company and Alliant Energy Company, respectively. This work shall be considered incidental to the contract. Special care shall be taken with construction activities in the vicinity of private water services lines, service boxes, and landscape irrigation systems to insure no damage occurs. The Contractor shall repair any damage to services or irrigation systems due to construction at no cost to the City or service owner.

Payment for this item shall be at the unit price bid per EACH.

Bid Item No. 15 – Seeding and Fertilizing

This item shall include all labor, materials and equipment necessary to mechanically seed and mulch denuded areas with the appropriate seed mix in the locations as determined necessary by the City on-site representative. No seeding further than two feet (2') from a removed section of pavement with curb shall be paid for except when the street edge of the sidewalk is three feet (3') or less from the back of curb. In this case, the entire boulevard area shall be seeded as necessary. Removal of rock and other undesirable debris from the areas to be seeded, repairing rills and

washes, preparing the seedbed, furnishing and placing the seed, and furnishing water per SUDAS specifications and other care as necessary shall be incidental the bid price. Completion of this item will be determined by the ENGINEER.

Payment for this item shall be made at the unit price per SQUARE YARD.

Bid Item No. 16 – Remove and Replace Sanitary/Storm Manhole

This item is to provide all labor, materials, and equipment to remove an existing manhole and replace with manhole conforming to SUDAS Standard Drawing SW-303 or SW-401. Price shall include cost of up to three (3) connections to new manhole and reusing the existing casting. If a new casting is required, City shall supply new casting to contractor. Assumed depth of manhole is ten feet (10') or less.

Payment for this item shall be made at the unit price per EACH.

Bid Item No. 17 – Remove and Replace Storm Inlet Structure

This item is to provide all labor, materials, and equipment to remove an existing storm sewer inlet structure and replace with structure conforming to SUDAS SW-501. Price shall include cost of up to three (3) connections to new structure and reusing the existing casting. If a new casting is required, City shall supply new casting to contractor. Assumed depth of structure is ten feet (10') or less.

Payment for this item shall be made at the unit price per EACH.

Bid Item No. 18 – Traffic Control

This item shall include all labor, equipment and materials required for the Contractor to place barricades, signs, flashers, and warning devices according to Iowa D.O.T. Specifications (TC Series), MUTCD, and OSHA regulations. Such devices shall be provided by the Contractor as necessary for the safety of the general public and workers. The ENGINEER/INSPECTOR may request additional signs, barricades, and other devices as needed at no additional cost to the City. The Contractor, or its designated representative, will provide notice of all partial street closures and detours to city staff at least seventy-two (72) hours in advance of posting the areas. If traffic control devices fail in any way and/ or are not repaired or replaced, the City will do this work and the Contractor shall be charged for it. Street closures will not be allowed.

The above described maintenance of traffic, together with all work and materials necessary in order that the Contractor be in compliance with the above shall be paid for at the unit price bid per LUMP SUM.