# 2024
# LANE STRIPING PROJECT

# FORT DODGE, IOWA




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

SIGNATURE: Austin Morrow 2/13/2024

AUSTIN T. MORROW, PROFESSIONAL ENGINEER DATE:

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2025

PAGES OR SHEETS COVERED BY THIS SEAL:

All

## STAFF

| | |
|---|---|
| **Engineers:** | **Chad Schaeffer, PE**<br>**Austin Morrow, PE** |
| **Technicians:** | **David Odor, PLS**<br>**GIS Manager** |
| **Development Project Assistant:** | **Melissa Bock** |

## ADDRESS

**City of Fort Dodge**
**Engineering Division**
**819 1st Avenue South**
**Fort Dodge, Iowa**

## TELEPHONE & EMAIL

**Telephone Number (515) 576-4551 x1004**

**E-Mail: engineering@fortdodgeiowa.org**

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**NOTE:** All work and materials on this project shall conform to the current Iowa Statewide Urban Design and Specification (SUDAS), Iowa Department of Transportation Developmental Specification 2527, and City of Fort Dodge Supplemental Specifications, unless otherwise noted on the plans or contract documents.

**2024 LANE STRIPING PROJECT**

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

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising each improvement as stated below must be filed in the office of the **City Clerk of the City of Fort Dodge** on or before ***2:00 p.m.* (local time)** on ***March 4th, 2024.*** Bids shall be submitted on forms furnished by the City and must be enclosed in a separate sealed envelope and plainly identified.

Time and Place Sealed Proposals Will Be Opened and Considered. Sealed proposals will be publicly opened and read aloud by the ***City Clerk of the City of Fort Dodge,*** and bids tabulated at ***2:00 p.m.*** on ***March 4th, 2024*** in the ***Council Chambers, 819 1st Ave South, Fort Dodge, Iowa*** for consideration by the ***Fort Dodge City Council*** at its meeting on ***March 11th, 2024, at 6:00 p.m.*** The ***City of Fort Dodge*** reserves the right to reject any and all bids, re-advertise for new bids, and to waive informalities that may be in the best interest of the City.

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the ***Fort Dodge City Council*** on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at ***6:00 p.m.*** on ***March 11th, 2024*****,** in said ***City of Fort Dodge Council Chambers, 819 1st Ave South, Fort Dodge, Iowa*****.** At said hearing, any interested person may appear and file objections thereto, or to the cost of said improvements. Proposals previously received by the City Clerk will be considered by the City Council at said time, and at that time, or at such time, date, and place as then may be fixed, the City Council will act upon proposals and award a contract for the construction of the improvements.

General Nature of the Public Improvement. The 2024 Lane Striping Project is located where line striping is present throughout the City except where the plans indicate not to be painted.

Time for Commencement and Completion of Work. The work shall be commenced on or before a date to be specified in a written "Notice to Proceed" of the City, the project shall be substantially complete by dates as further described. All work shall be completed by June 14, 2024. The bidder must also agree to pay as liquidated damages the sum of Two Hundred Fifty dollars ($250.00) for each "per calendar" day thereafter.

Each bidder shall accompany its bid with bid security in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the Treasurer of the City of Fort Dodge. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security. The bid security must be in an amount equal to five percent (5%) of the total amount of the bid as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The certified check or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated

damages if the bidder fails to execute a contract, provide the required bonds, or file an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the Council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

A certified check, to be acceptable, shall bear on its face the endorsement of a solvent Iowa bank as to the amount certified, which endorsement shall be signed by an official authorized to bind the bank by his acts.

Proposal guaranties will be returned to the unsuccessful bidders promptly after the award has been made. In no case will the proposal guaranty be held longer than thirty (30) days without written permission of the bidder, except that the proposal guaranty of the bidder to whom the contract is awarded will be retained until he has entered into contract and filed an acceptable bond.

The successful bidder shall be required to furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the contract price, said Bond to be issued by a responsible surety approved by the City Council, and shall guarantee the faithful performance and the prompt payment of all materials and labor, and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvements for the City for a period as required by the specifications, after its completion and acceptance by the City.

Preference of Products and Labor. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes; provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local law whereby preference is given on factors other than the amount of the bid.

Contract shall be subject to the requirements of the Clean Air Act, the Federal Water Pollution Control Act, and the regulations of the Environmental Protection Agency that are applicable.

General Nature of Public Improvement. All work and materials shall comply with the proposed plans, specifications and proposed form of contract now on file with the City Clerk, Fort Dodge, Iowa. Said documents are by reference made a part hereof, as though fully set out and incorporated herein.

All work, equipment, and materials shall be in strict compliance with approved plans, specifications, and form of contract which together with the estimate of cost have heretofore been approved by the Council, and are now on file for public examination in the office of the Clerk, and are by this reference made a part hereof as though fully set out and incorporated herein.

Payment. Payment to the Contractor shall be made by the City in cash from such funds as are legally available, including, but not limited to, proceeds received from the sale of General Obligation Bonds and/or warrants authorized by Section 384.57 of the Code of Iowa, drawn on such fund or funds of the City as are legally available for such purpose.

The City of Fort Dodge is intending to issue Iowa Sales tax exemption certificates and authorization letters to the contractors and sub-contractors on this project. With this authorization, the contractor will not be required to pay Iowa Sales Tax on material that will remain at the project site.

The Contractor will be paid each month ninety-five percent (95%) of the Engineer's estimate of the value of acceptable work. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Upon completion of the work and its acceptance by the Council, the Contractor will be paid an amount, which, together with previous payments, will equal ninety five percent (95%) of the contract price of the contract. Final payment of the remaining amount due will be made not less than thirty-one (31) days after completion and acceptance by resolution of the City Council of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

Copies of approved Plans and Specifications governing the construction of these proposed improvements which have been made a part of this Notice and the proposed contract are on file in the office of the City Clerk, and may be seen at the office of the City Engineer, Municipal Building, Fort Dodge, Iowa. A copy of the plans and specifications may be obtained from the office of the City Engineer at **no cost**.

Bidders shall bid on all items and sections as set out in the Proposal Form. The City Council will award a single contract to the lowest responsible bidder for the entire project.

This improvement project is being constructed and paid for pursuant to the provisions of Chapter 384 of the Code of Iowa.

_____

*Dawn Siebken, City Clerk*

Published in the ***Fort Dodge Messenger***
Date _____

# INSTRUCTIONS

# TO

# BIDDERS

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## INSTRUCTIONS TO BIDDERS


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Bid Date: March 4, 2024
Time: 2:00 P.M.

# INSTRUCTIONS TO BIDDERS

Project Name **2024 Lane Striping Project**

The work comprising the above referenced project shall be constructed in accordance with the current edition of the Iowa Statewide Urban Design and Specifications (SUDAS), Iowa Department of Transportation Specification Section 2527, and as further modified by supplemental specifications and special provision included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants; in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

Bidder's Knowledge. Bidders are required to examine, to their satisfaction, the plans and specifications, and to make sure that the requirements are fully understood. They must satisfy themselves by actual examination of the site as to the nature of the work and all conditions affecting the performance of the contract.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he/she may submit, to the Department of Engineering, a written request for the interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

Bidder's Qualifications. Bidders must be capable of performing the work bid upon. They may be required to supply a detailed statement covering experience on similar work, list of machinery, plant and other equipment which will be used on the proposed work, and such statements of their financial resources as may be deemed necessary.

Corporations organized under the laws of any other state shall file with the City Clerk a certificate from the Secretary of the State of Iowa, showing that they have complied with all the provisions of Chapter 494 of the Code of Iowa, governing foreign corporations. Individuals or co-partnerships of other states shall file with the City Clerk an agreement consenting to the jurisdiction of the Courts of Webster County, Iowa, as provided in Section 616.4 of the Code of Iowa, as to all matters arising out of or connected with any contract entered into. Such certificates or agreements shall be on file with the City Clerk before any contract awarded hereunder shall be effective.

Method of Bidding. Bidders will be furnished with blank proposal forms giving the description of the work, the time at which the work must be completed, and the amount of the proposal guaranty which must accompany the proposal, all of which must be in accordance with the official publications relating to the proposed improvement. To insure against accidental errors, the Contractor should read carefully the official publication before preparing the proposal.

For all work let on a unit price basis, the Engineer's estimate of quantities shown in the Notice to Bidders and on the proposal form are understood to be approximate only, and will be used only

for the purpose of comparing bids. For work let on a lump sum price basis, any estimate of quantities provided is furnished for the convenience of bidders, and is not guaranteed.

When unit prices are indicated on the proposal form, the bidder shall specify the said unit price at which he proposes to do each item of work, written legibly to insure consideration. The price shall be stated in figures. In items where unit prices are required, the extended amount of each item shall be computed from the unit price bid on the proposal and the quantity given in the estimate. In case of errors in computing the extended amount, the unit price will be assumed to be correct. Failure by the bidder to list unit prices shall be justification for rejection of the bid. Where lump sum is indicated on the proposal, the bidder shall specify, under the column of extended amount, the said lump sum at which he proposes to do the work described for that item.

Submission of Bids. Proposals and Non-Collusion Affidavit Of Prime Bidder shall be placed in an envelope and the envelope sealed and marked to indicate its contents, and be accompanied by a certified check or bid bond in a separate envelope, properly endorsed. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk. All proposals shall be filed with the City Clerk at his/her office prior to the time as designated in the Notice to Bidders for opening bids. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. **NO FAXES WILL BE ACCEPTED.**

If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the proposal must name the state under the law of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a proposal as agent may be required to submit satisfactory evidence of his authority to do so.

No bidder shall submit more than one proposal. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work may cause the rejection of all proposals in which such bidder is interested, or may cause the disapproval of any contract awarded such bidder.

An extra Proposal form, Non-Collusion Affidavit of Prime Bidder form, and Bid Bond form is included (unattached) with the specifications for use in submitting a bid.

Bid Security. Each bidder shall accompany its bid with bid security in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form, as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the Treasurer of the City of Fort Dodge. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security. The bid security must be in an amount equal to five percent (5%) of the total amount of the bid as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The certified check or cashier's check or certified share draft may be cashed, or the bid bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract, provide

the required bonds, or file an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the Council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

A certified check, to be acceptable, shall bear on its face the endorsement of a solvent Iowa bank as to the amount certified, which endorsement shall be signed by an official authorized to bind the bank by his acts.

Proposal guaranties will be returned to the unsuccessful bidders promptly after the award has been made. In no case will the proposal guaranty be held longer than thirty (30) days without written permission of the bidder, except that the proposal guaranty of the bidder to whom the contract is awarded will be retained until he has entered into contract and filed an acceptable bond.

Withdrawal of Bids. Bidders will be permitted to withdraw their proposals after the same have been filed with the City Clerk if the request is made in writing to the City Clerk before the time specified for closing of bids. No proposals may be withdrawn after the time specified for opening.

Evaluation of Bids. Proposals will be publicly opened at the time and place announced in the official publication, and will be immediately read and recorded. Award will be made as soon thereafter as practicable.

Proposals may be rejected by the City for the following reasons:

(A) If the proposal form furnished is not used or is altered.

(B) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind.

(C) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter a contract pursuant to an award.

(D) If the prices set out in the schedule are obviously unbalanced.

(E) If the bidder fails to list a unit price for any item or work when unit prices are called for.

In the award of contracts, consideration will be given not only to the prices bid, but to the mechanical and other equipment, financial responsibility of bidder, and his ability and experience in the performance of like or similar contracts. It is contemplated that the award will be made on the day on which bids are opened, but the right is reserved to postpone the award to a later date, of which bidders will be notified after the bids have been opened, read, and recorded. The City reserves the right to reject any and all bids, to waive technicalities, and to accept that bid which is in the best interest of the City.

Taxes. All bidders shall include in their proposal any sales or use taxes that they are required to pay.

The City of Fort Dodge intends to issue Iowa Sales Tax exemption certificates and authorization letters to the contractors and sub-contractors on this project. With this authorization, the contractor will not be required to pay Iowa sales tax on material that will remain at the project site.

The following items are not eligible for this sales tax exemption:

| | | |
|---|---|---|
| Barricades | Building equipment* | Compressors |
| Cranes | Drill press | Dynamite |
| Electric generators | Forms | Fuel |
| Hand tools | Lathes | Lodging |
| Machinery* | Pile drivers | Replacement parts for eqpt |
| Scaffolds | Stakes | Tools |
| Utilities | Vehicles (including grading lifting and excavating vehicles) | Warning lights |

* Certain restrictions may apply when purchasing machinery or equipment. Contact IDR for details.

The rental of construction equipment for use on a building project is exempt from Iowa Sales or Use tax.

Certain construction-related equipment is not subject to local option tax, but remains subject to the state sales tax.

Preference for Labor and Material. The Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. In so far as may be done under the law, the Contractor shall give preference to labor residing in the City of Fort Dodge and to local concerns in the purchase of materials, insurance, and bonds.

The Iowa Reciprocal Preference Act (SF2160) applies to the contract with respect to bidders who are not Iowa residents.

Execution of Contract. The bidder to whom the contract has been awarded shall enter into contract with the City of Fort Dodge within ten (10) days after the award has been made. No proposal shall be considered binding upon the City of Fort Dodge until the contract is properly executed by both parties, a current certificate of insurance and the contract bonds are filed with the City Clerk and approved by the City Council. Failure to execute a contract and to file a certificate of insurance and acceptable bonds in the sum specified within ten (10) days, from date of contract award, shall be just and sufficient cause for the annulment of the award and the forfeiture of the proposal guaranty, to the City of Fort Dodge, liquidation of damages sustained.

Alternative Bids. Bidder shall complete all blanks provided on the proposal forms. When so permitted by the Owner, the Bidder shall legibly write the statement “No Bid” for those alternate bid options that the Bidder elects not to submit a proposal.

# PROPOSAL

Proposal of _____
(Name of Bidder)

_____
(Address)

for the construction of **2024 Lane Striping Project** governed by the Plans and Specifications and in approximate estimated quantities shown herein.

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF FORT DODGE, IOWA

The undersigned certifies that an examination has been made of the Plans, Specifications, form of Contract, and the site of the work. It is understood that all quantities of work herein are approximate only, and are subject to increase or decrease, and it is further understood that all quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated herein. The undersigned proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified or required, and to do the work according to the plans and specifications and any addenda now on file in the office of the City Clerk for the construction of the improvements set forth herein, at the following unit prices:

## 2024 LANE STRIPING PROJECT

Bid Date: March 4, 2024
Time: 2:00 P.M.

Contractor Name:_____

Contractor Address:_____

| ITEM NO. | IDOT SPECIFICATION | ITEM | UNIT | ESTIMATED QUANTITY | UNIT PRICE | BID PRICE |
|---|---|---|---|---|---|---|
| SECTION 1: CITY STREET STRIPING | | | | | | |
| 1 | 2527-9263109 | 4" LANE STRIPE - SOLID - YELLOW | STA | 2,469.1 | $ | $ |
| 2 | 2527-9263109 | 4" LANE STRIPE - SOLID - WHITE | STA | 1,260.5 | $ | $ |
| 3 | 2527-9263109 | 4" LANE STRIPE - DASHED - YELLOW | STA | 219.0 | $ | $ |
| 4 | 2527-9263109 | 4" LANE STRIPE - DASHED - WHITE | STA | 158.1 | $ | $ |
| 5 | 2533-4980005 | MOBILIZATION | LS | 1 | $ | $ |
| 6 | 2528-8445110 | TRAFFIC CONTROL | LS | 1 | $ | $ |

**TOTAL BID $**_____

To do all "Extra Work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums cannot be agreed upon, to perform such work on a force account basis as provided in the Specifications.

Enclosed herewith find bid security in an amount equal to five percent (5%) of the total amount of the bid as a Proposal guarantee. If a bid bond is submitted, it shall be on the bid bond form provided by the Engineer. Upon notice of acceptance of this proposal by the City Council, the undersigned hereby agrees to enter into a contract in the form described by the City Council, and to furnish bonds on the standard forms contained in the Specifications with good and sufficient surety or sureties.

The undersigned further agrees that in case he fails to enter into a contract and furnish the required bonds as prescribed by the City Council within ten (10) days after the acceptance of this proposal, the bid security accompanying this proposal shall be forfeited to the City as agreed upon liquidated damages. Liquidated damages for non-compliance with the completion date provisions shall be **Two Hundred Fifty Dollars ($250.00)** per calendar day.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals or to waive formality or technicality in any proposal in the interest of the City.

The foregoing unit prices are the basis upon which the undersigned will accept the contract.

**PROPOSAL: ACKNOWLEDGMENT OF ADDENDA**

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

ADDENDUM NUMBER _____ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ADDENDUM NUMBER _____

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

**PROPOSAL: BID ITEMS, QUANTITIES AND PRICES**

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

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Bid Items, Quantities,

and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

**PROPOSAL: GENERAL**

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

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

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project **2024 Lane Striping Project**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Two Hundred Fifty dollars ($250.00) for each calendar day thereafter that the work remains incomplete.

**PROPOSAL: NON-COLLUSION AFFIDAVIT**

State of _____ )
) SS.
County of _____ )

_____, being first duly sworn, depose and says that:

(1) He/she is _____ of _____, the Bidder that has submitted the attached Bid, and has authority to execute this proposal on behalf of the Bidder;

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

(3) That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and;

(4) That this proposal is genuine and 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 other 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 Fort Dodge or any person 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.

(6) That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and

(7) That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and that all statements in this proposal are true.

Respectfully submitted,

_____

CONTRACTOR

_____

BY

_____

TITLE

Date of Letting: **March 4, 2024**

Bids Received Until: **2:00 P.M.**

# BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF FORT DODGE, IOWA, as Oblige, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____

_____dollars ($_____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

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

**2024 Lane Striping Project**
(A City of Fort Dodge Public Improvement Project)

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

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid shall be forfeited to the Jurisdiction in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be affixed and these presents to be signed by their proper officers this _____ day of _____, 20___.

_____

**WITNESS**

| SURETY: | PRINCIPAL: |
|---|---|
| _____ Surety Company | _____ Bidder |
| By _____ Signature Attorney-in-Fact/Officer | By _____ Signature |
| _____ Name of Attorney-in-Fact/Officer | _____ Name (Print/Type) |
| _____ Company Name | _____ Title |
| _____ Company Address | _____ Address |
| _____ City, State, Zip Code | _____ City, State, Zip Code |
| _____ Company Telephone Number | _____ Telephone Number |

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

# CONTRACT

THIS CONTRACT, made and entered this _____ day of _____**, 2024**, by and between the City of Fort Dodge by its Mayor, upon order by Resolution of its City Council, hereinafter called the "Jurisdiction", and _____, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement, entitled, **2024 Lane Striping Project**, as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk of Fort Dodge, Iowa. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the current Urban Standard Specifications for Public Improvements and Iowa Department of Transportation Specification Section 2527 and as further modified by the supplemental specifications and special provisions included in said contract documents. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the proposal submitted by Contractor in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

**2024 Lane Striping Project**
(A City of Fort Dodge Public Improvement Project)

The Contractor has submitted a proposal, and agrees to perform the work as described and set forth in said plans and specifications, which accurately and fully describe the terms and conditions under which the Contractor is willing to perform said work at the unit prices set forth in said proposal, in consideration of the Jurisdiction's payment of the bid amount of _____ dollars **($_____)**, which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project **2024 Lane Striping Project;** and to pay liquidated damages for noncompliance with said completion provisions at the rate of Two Hundred Fifty dollars ($250.00) for each "per calendar" day thereafter that the work remains incomplete.

NOW, THEREFORE, IT IS AGREED:

1. That the City hereby accepts the attached proposal of the Contractor for the work and sums listed therein.
2. That this Contract consists of the following component parts which are made a part of this Agreement and Contract, as fully and absolutely as if they were set out in detail in this Contract, and they shall govern in priority as listed below:

    a. Addenda Numbers
    b. Standard Specifications
    c. Iowa Department of Transportation Developmental Specification DS-15022
    d. Plans
    e. Notice of Hearing and Letting
    f. Instructions to Bidders
    g. Special Provisions

h. Contractor's Proposal
i. This Instrument

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

4. That this Contract is executed in **Duplicate**.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the date first shown written.

| JURISDICTION | CONTRACTOR |
|---|---|
| By _____ | _____ |
| Matt Bemrich, Mayor | Contractor |
| (Seal) | By _____ |
| ATTEST: | Signature |
| _____ | _____ |
| Dawn Siebken, City Clerk | Title |
| FORM APPROVED BY: | _____ |
| | Street Address |
| _____ | _____ |
| Mark Crimmins, City Attorney | City, State, Zip Code |
| _____ | _____ |
| Date | Telephone |

# PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Fort Dodge, a municipal corporation in Webster County, Iowa, 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, executors, administrators, successors, and 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 written Agreement with the Jurisdiction, bearing date the _____ day of _____, _____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements in accordance with the plans and specifications prepared by the City of Fort Dodge:

**2024 Lane Striping Project**
(A City of Fort Dodge Public Improvement 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 _____ _____ which is the cost associated with those items shown on the proposal and in the Contract which 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 are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which 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, Code of Iowa, 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 four (4) 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.

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

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

   A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;

   B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

   C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

   D. That no provision of this Bond or of any other contract shall be valid which 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 with respect to 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 with respect to this Bond, the parties agree that the venue thereof shall be Webster 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 therefore 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 or actions or not.

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

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

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

Witness our hands, in duplicate, this _____ day of _____, _____.

Surety Countersigned By:

_____
Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

_____
Name of Resident Commission Agent

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

**FORM APPROVED BY:**

_____
Mark Crimmins, City Attorney

**PRINCIPAL:**

_____
Contractor

By: _____
Signature

_____
Title

**SURETY:**

_____
Surety Company

By: _____
Signature Attorney-in-Fact Officer

_____
Name of Attorney-in-Fact Officer

_____
Company Name

_____
Company Address

_____
City, State, Zip Code

_____
Company Telephone Number

**NOTE:**

1. All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature 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

# SPECIAL PROVISIONS

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### SPECIAL PROVISIONS


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# SPECIAL PROVISIONS

## 1. GENERAL

When requirements of the Standard Specifications conflict with these Special Provisions or the Plans, the Special Provisions shall govern. Questions that arise because of said conflicts shall be submitted to the Engineer for clarification.

The Contractor shall provide all necessary labor, tools, equipment and material required to complete the work in conformance with the Plans and Specifications. The work shall be completed in every detail despite the omission or specific reference to any minor detail.

## 2. COMPLETION DATE AND ENGINEERING COSTS AFTER OFFICIAL DATE OF COMPLETION

The completion date of this Contract shall be as set forth in the Notice and the Proposal contained elsewhere in these specifications. A Notice to Proceed shall be issued by the Owner or his authorized agent stating the date on, or before which, the Contractor shall begin work. The date set forth in this Notice shall be considered as the official starting date and the Contract completion shall be computed from this date. The work covered by and included in this Contract shall be prosecuted regularly and uninterruptedly from the time specified for commencement until all work is completed in every detail to the satisfaction of the Engineer.

Should the Contractor fail to complete the construction work on or before the specified date of completion, it is understood that the Owner will sustain pecuniary damages in the form of, among others, extra engineering costs. It is therefore expressly agreed between the parties here concerned, that the Contractor shall remunerate the Owner for such pecuniary loss and damage by paying the Owner, at the time of final settlement, the pre-agreed amount as set forth in the Notice and the Proposal for each and every calendar day remaining after the expiration of the contract period.

## 3. BID BONDS

If the Contractor chooses to submit a Bid Bond in lieu of a certified or cashier's check or credit union share draft, the Bid Bond form enclosed in the Specifications shall be used. NO OTHER BID BOND FORM WILL BE ACCEPTED BY THE OWNER.

## 4. BIDDER'S INFORMATION

An extra Proposal form and Bid Bond are included in the back of the Specifications. The Contractor shall submit his Proposal and Bid Security to the Owner in **SEPARATE**, sealed envelopes.

## 5. PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

The successful bidder shall be required to furnish a Performance and Payment Bond, using the bond forms included in the specifications and contract documents. NO OTHER BOND FORM WILL BE ACCEPTED BY THE OWNER. Said bond shall be in an amount equal to one hundred (100%) percent of the contract price, said bond to be issued by a responsible surety, approved by the Owner, and shall guarantee the faithful performance

of the contract and the terms and conditions therein contained, and the maintenance of said improvements for the Owner as required by law.

## 6. UNBALANCED BIDS

No unbalanced bids will be accepted. The Owner reserves the right to reject any bid that the Engineer determines to be an unbalanced bid.

## 7. ACKNOWLEDGEMENT OF ADDENDA

Prior to the bid date for the project, as set forth in the Notice, Addenda to the Plans and/or Specifications for the project may be issued by the Engineer. The Contractor, or his authorized agent, must acknowledge and initial receipt of all Addenda on his Proposal form in order that his Proposal may be considered. Failure to acknowledge receipt of Addenda may be cause for recommendation by the Engineer to reject the Proposal.

## 8. INSPECTION

Inspection of the construction work will be under the control of the Engineer. No work shall be started without the approval of the Engineer. The City of Fort Dodge will make available staff personnel to accompany contractor while they are performing work. Any work performed without City Staff personnel present that is in error will be corrected at no cost to the City of Fort Dodge.

## 9. UTILITY RELOCATION

The respective utility companies will do the relocation of utilities, if needed that are not included in this contract. It shall be the Contractor's responsibility to schedule and coordinate the necessary relocations.

## 10. NOTIFICATION OF UTILITY COMPANIES

It shall be the Contractor's responsibility to notify any affected utility company prior to starting of any construction. The Contractor shall utilize the “Iowa One Call” System (1-800-292-8989).

## 11. COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES

The Contractor shall comply with all applicable Federal, State and local laws throughout the duration of this Contract. The fact that the applicable laws are not specifically noted in the Specifications does not relieve the Contractor of his responsibility to comply with said laws.

## 12. EXTENSION OF TIME

If the Contractor requests an extension of time to complete the project, and said extension is allowed, the extension shall be made by issuing a Change Order to the Contract. No other means shall be construed to be an official extension of the completion date.

## 13. BARRICADES, GUARDS AND SAFETY PROVISIONS

To protect persons from injury and to avoid property damage, adequate barricades and construction signs shall be placed and maintained during the progress of the construction work and until it is safe for traffic to use the highway or street. All material piles, equipment and pipe which may serve as obstructions to traffic shall be enclosed by fences or barricades, and shall be protected by proper lights when visibility is poor. It shall be the Contractor's responsibility to maintain all fencing, signs, and barricades during the project. Any cost incurred by the Engineers, or the Owner, to set up or replace these protective devices, shall be back-charged to the Contractor.

## 14. TRAFFIC

All traffic control devices used on street construction or maintenance work shall conform to the applicable Specifications of this Manual, and the Manual on Uniform Traffic Control Devices of the State of Iowa.

Contractor shall be registered to perform work within the City's right of way (ROW) with the City. Contractor shall obtain the necessary ROW permits and submit the required traffic control plan two days prior the construction activities. Contractor shall be responsible for all fees associated with ROW permits.

Traffic control devices shall be set up prior to the start of construction operations and shall be properly maintained during the time such conditions exist. Traffic control plans shall be provided by Contractor and approved by the Owner

## 15. SAFETY REGULATIONS

This Contract shall be subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. The cost of providing said safety measures shall be considered incidental to the project, and shall be included in the bid prices submitted by the Contractor.

## 16. SALES TAX FORM

The City of Fort Dodge is intending to issue Iowa Sales Tax Exemption certificates and authorization letters to the contractors and sub-contractors on this project. With this authorization, the contractor will not be required to pay Iowa Sales Tax on material which will remain at the project site.

## 17. LIEN WAIVER REQUIREMENTS

The Contractor shall be required to furnish lien waiver forms to applicable material and equipment suppliers for their execution. Said form(s) shall be submitted prior to the release of the final five (5) percent retainage.

## 18. SUB-CONTRACTS

The Contractor may sub-contract portions of the work. The Contractor shall not sub-contract more than 50% of the value of the work.

## 19. PAYMENT ESTIMATES

The Contractor shall be paid in accordance to the terms set forth in the Notice of Hearing and Letting. The Contractor shall submit monthly payment estimates to the Engineer for his review and approval.

## 20. CLOSING STREETS TO TRAFFIC

The Contractor shall be responsible to notify, at least 48 hours in advance, the Fire Department and Police Department as to the closing of any street or public thoroughfare. All street closings or partial closings will be subject to approval of the Engineer. The Engineer may refuse to permit the closing of additional streets until such time as work has been completed on previously closed streets and they are open to traffic.

## 21. EXTRA WORK

For all extra work, which may be required, the Contractor shall supply the Engineer with invoices for all materials used. If the extra work is sublet, the aforementioned requirements shall apply to the Sub-Contractor, and it shall be the prime Contractor's responsibility to furnish this information to the Engineer **before** commencement of the extra work.

## 22. RIGHT TO ADD OR DELETE WORK

The City reserves the right to add or delete work as shown on the plans to meet budget constraints.

## 23. AWARD OF THE CONTRACT

The Owner shall award a single contract for this project. Bidders shall complete all items on the proposal. Incomplete proposals shall be considered to be non-responsive and shall not be considered.

## 24. NOTIFICATION REQUIREMENTS

Contractor shall provide a minimum of 48 hours notice to both City Engineering Staff and residents affected by street repair work. Notification to residents that are affected shall be in the form of door tags that at a minimum state the following information:

- Date and time of Work
- Date and time in which vehicles should be removed from on street parking
- Instruct residents to use adjacent streets for parking before, during and after construction activities.
- Provide date and time in which vehicles can return to normal conditions.
- Contractor’s contact number