

**DES MOINES COUNTY
COURTHOUSE
MINIMUM SPECIFICAITONS
FOR
COURTHOUSE PARKING LOTS PROJECT**

Seeking proposals from qualified contractors to provide design, services, materials, and labor for the Des Moines County Courthouse parking lots.

DEADLINES: Proposal Submittal is March 6th, 2023, at 10:30 a.m. to Des Moines County Auditor's Office, 513 N. Main, Burlington, IA 52601.

COMPLETION DATE: June 23, 2023

LIQUIDATED DAMAGES: \$100 per day

BID BOND: \$1,000 (certified check, credit union share draft, Cashier's Check, bank draft on a solvent bank or a bid bond)

PERFORMANCE BOND:

A. Contractor shall furnish a performance bond, in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

PAYMENT:

Payment terms for Services authorized under the Agreement shall be net thirty (30) days upon receipt of an original invoice and after services are performed, inspected, and accepted and all required reports received in a format acceptable to the County.

Invoices shall be submitted at completion of project and shall include the following information:

- Contractor name and address.
- Beginning and ending dates for invoice period.
- Description of Services.
- The total amount being invoiced.

All invoices, and supporting documentation, shall be submitted at the intervals agreed upon:

- In a PDF format via e-mail to dotys@dmcounty or
- Via US Mail to: Des Moines County Courthouse, Attn: Maintenance, 513 N. Main, Burlington, IA 52601.

The County may withhold payment for reasons including, but not limited to the following:

- Services that are unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- Damage for which Contractor is liable under the Agreement;
- Valid liens or claims of lien;
- Delay in the progress or completion of the Services;
- Inability of Contractor to complete the Services;
- Failure of Contractor to properly complete or document any pay request or invoice;
- Any other failure of Contractor to perform any of its obligations under the Agreement; or

- The cost to County, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of County's remedies set forth in the Agreement.

Actual travel time to and from the work location is not reimbursable under the Agreement.

- INSURANCE:** Worker's Compensation Insurance - in accordance with Iowa State Law, for all employees working on the project. Contractors Liability in limits not less than \$100,000/\$300,000 bodily injury and \$100,000 property damage, or as required by law. This insurance should protect the Contractor against claims for personal injury, death, and damage to the property of others. This insurance shall cover the use of all equipment and vehicles on the work sites. Occurrence coverage is required. Claims-made coverage is not acceptable. The county will not share in any deductibles. All certificates of insurance must clearly state that the Contractor's insurance(s) is PRIMARY. If your policy has deductibles, self-insured retentions, or co-insurance penalties, then all such costs shall be borne by the Contractor and not Des Moines County. This request for Proposal does not commit the County to make an award, nor will the County pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the presentation of proposals.
- PERMITS:** Contractor shall obtain and pay for all local or applicable construction permits and licenses necessary for the Des Moines County Courthouse parking lots project.
- TAX EXEMPT:** Des Moines County shall issue sales tax exemption certificates through the Iowa Department of Revenue and Finance to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
- PRECON:** A preconstruction conference will be required prior to start of work.