

**Taylor County Board of Supervisors  
Bid Instruction for Renovation of the Building  
Located at 203 Main Steet, Bedford, Iowa**

Sealed bids will be accepted by the Taylor County Board of Supervisors (TCBOS) until **9:00 a.m. on December 15, 2022**, and all bid documents must be received in the Taylor County Auditor office no later than said date and time. The bids will be opened at the TCBOS's regular meeting on December 15, 2022, at 11:00 a.m.

A Proposal Guarantee in an amount set forth on the proposal form shall be filed with each proposal. The Proposal Guarantee shall be in the form of a certified check or cashier's check drawn on a solvent bank or credit union. Certified checks shall bear an unqualified endorsement signed by a responsible official of such bank or credit union as to the amount certified. Cashier's checks shall be made payable to Taylor County, Iowa. A Bid Bond, properly completed on a form furnished by the contracting authority may be used in lieu of the above.

Any bid not accompanied by a proposal guarantee will be considered no bid and will not be read at the bid opening.

All proposal guarantees submitted by unsuccessful bidders will be returned.

TCBOS hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of sex, race, color, or national origin in consideration for an award.

Award of this contract will be at the TCBOS meeting on the dated recited above. TCBOS reserves the right to reject all bids or any proposal or to waive informalities in any proposal or to accept any proposal which best serves the interest of TCBOS.

The successful bidder shall, within 10 calendar days after being notified it has been awarded the contract, enter into a written contract with TCBOS on forms furnished by TCBOS for the performance of the awarded work. Failure to execute said contract within the 10 days allowed will be just and sufficient cause for denial of the award and the forfeiture of the proposal guarantee.

Simultaneous with delivery of signed contracts, the Contractor shall furnish a performance guarantee bond prepared on a form furnished to the Contractor by TCBOS.

Failure on the part of the Contractor to comply with the requirements contained in these Bid Instructions will be considered sufficient cause to suspend the work.

The Contractor must agree to complete the work by the date specified. Should it be found impossible to complete the work by the date specified, a written request may be submitted for a time extension setting forth the reasons believed to justify granting of such request.

Before final acceptance of the work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created and leave the project site in a neat and presentable condition. 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, and/or seeding of the area. This article is not intended to restrict burning in accordance with applicable regulations.

The Contractor shall take every reasonable precaution to prevent the public from interfering with the work, and to prevent the work from interfering with the public, for providing for safety of the general public. In addition, the Contractor shall provide such additional safeguards as deemed necessary to protect equipment, the work, and public at the Contractor's own expense.

The Contractor shall erect and maintain suitable barriers, and at night such lights, as will prevent accidents to persons or property in and around the area of work. Whenever the work is under the Contractor's control, the Contractor shall be held responsible for any damage to the newly completed portions of the work resulting from public misuse.

## **PAYMENT**

- A. The Contractor shall accept the compensation set forth in the Contractor's bid and recited in the Contract as full payment for furnishing all materials, labor, tools, and equipment for performing all work under the contract or any extension thereof allowed, also, for all costs arising from the action of the elements or other natural causes, agreements, and performance, nonperformance, or delays involving other contractors and third parties, or injunctions or lawsuits resulting therefrom, or from any unforeseen difficulties not otherwise provided for in the specifications and which may be encountered during prosecution of the work and up to the time of acceptance thereof, except damage to the work due to acts of war. Nothing herein shall in itself be construed to prejudice or deny any claim filed.
- B. The contract price for any item shall be full compensation for acceptable work and for the item in accordance with the plans and specifications, except as specifically exempt in the clauses covering the basis of payment for the item.
- C. The Contractor shall perform all of the work described in the construction plans and related documents and comply with the terms herein for the sum set

forth in the Contractor's bid and recited in the Contract. The TCBOS shall pay said monies to the Contractor as follows:

1. One third upon the completion of demolition and disposal of materials and framing in of walls.
2. One third upon the completion of roughing in of the plumbing, electrical and HVAC and application of drywall.
3. One third upon the full completion of the entire project, minus the 5% of the contract price, which is required to be retained pursuant to Iowa Code §§ 573.13 through 573.15A.
4. The retained funds identified above that shall be paid according to Iowa Code §§ 573.13 through 573.15A.

All payments shall be subject to the concurrence of TCBOS.

#### **ADJUSTMENT IN CONTRACT PRICE**

- A. When the measured quantity of any item varies by more than 20% from the estimated quantity specified in the contracts an adjustment in price may be made for such item of work, and the adjustment will be made on the full variance from the contract quantity. Such adjustment may be requested by either party to the Contract. If the contract sum for an item is less than five thousand dollars (\$5,000.00), the price of that item will not be subject to adjustment.
- B. If the increase or decrease in quantity is due to an alteration in plans, any price adjustment shall be requested and agreed upon before the work is done. If the increase or decrease in quantity is not the result of an alteration in plans, but results from errors in original estimates, or unforeseen conditions, price adjustments may be requested after the work is completed.
- C. In making price adjustments, consideration shall be given to the portion of the cost of the work that can be classified as fixed costs, independent of the exact quantity of work performed, such as transportation and installation costs on equipment, overhead costs, etc. Any price adjustment shall be arrived at from the standpoint that neither party to the contract shall be penalized by the increase or decrease in quantities, which occasioned the price adjustment.
- D. If changes or alterations result in a substantial increase or decrease in cost or difficulty of the work, appropriate modifications will be made in the contract by extra work order, regardless of the quantity.
- E. All price adjustments shall be agreed to by TCBOS and the Contractor.

## **CANCELLED WORK**

- A. TCBOS shall have the right to cancel any or all items from the contract when unforeseen circumstances, failure to secure permits, approvals, loss of funding, unanticipated design changes, or other reasons beyond the control of the Contractor prevent or unreasonably delay completion of the contract, or of certain items of the contract, or when the TCBOS determines that cancellation is in the public interest.
- B. The Contractor may be prevented from starting work on a contract, or an identified phase of a contract, as a result of a delay caused by the TCBOS or others.
- C. When the contract period is defined by approximate starting date and the delay prevents the Contractor's starting work on the contract or an identified phase of the contract for thirty (30) days beyond the date which, by notice to TCBOS, the Contractor proposed to start work, the Contractor may request cancellation by written notice to TCBOS stating the reasons.
- D. In either case, within thirty (30) days from the date of the request, TCBOS will eliminate or minimize, if possible, the cause for the delay and issue a notice to proceed, redefine the basis on which the work is to proceed, or cancel the contract or phase of the contract.
- E. The Contractor shall not use delays that occur prior to starting work or an identified phase of the work as a basis of a claim against TCBOS except for an extension of the contract period.
- F. Notices described in this article should be transmitted by certified mail.
- G. For finished portions of items cancelled, the Contractor will be paid at the contract unit prices. For all items, materials ordered and delivered for the unfinished portion of such cancelled, or omitted items, TCBOS will pay cost plus ten percent (10%) as an overhead charge. The Contractor's expense for work of handling or transporting such material shall be included in computing the cost.
- H. TCBOS will also pay any actual expenses sustained by the Contractor by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.
- I. Any materials, the cost for which has been paid by TCBOS, shall become the property of TCBOS.

## **CERTIFIED STATEMENT OF SALES TAX AND USE TAX PAID**

- A. Unless TCBOS has issued an authorization letter and a Sales Tax Exemption Certificate for this project, before final payment can be made on a contract, the Contractor and subcontractors shall file a certified statement on forms provided by TCBOS, showing the amount of Iowa sales tax and use tax paid by them on all materials which have become a component part of the finished, completed contract and on such supplies for this construction as were actually consumed on this work.
  
- B. These statements shall be submitted in duplicate to TCBOS at the completion of the contract.

## **CONTRACTOR'S FAILURE TO PERFORM**

- A. TCBOS may terminate this Contract if the Contractor:
  - 1. Fails to properly and/or timely perform the above-described work in accordance with the terms and provisions of the Contract.
  - 2. Persistently and repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
  - 3. Fails to make payment to subcontractors for materials and/or labor in accordance with the respective agreements between the Contractor and the subcontractors.
  - 4. Persistently disregards laws, ordinances, rules, regulations or orders of a public authority having jurisdiction.
  - 5. Otherwise commits a substantial breach of a provision of the Contract.

If one or more of the above-listed grounds exist, then TCBOS may provide the Contractor with a 15-day written notice to terminate, and after the expiration of said time period, TCBOS may, without prejudice to any other remedy available to TCBOS, terminate this Contract and take possession of the site and of all materials, equipment, machinery and tools thereon and finish the above-described work by whatever method TCBOS may deem expedient. In such case the Contractor shall not be entitled to receive any further payment under this Contract. If the unpaid balance due on this Contract exceeds the cost of finishing the work and all other related damages incurred by TCBOS, then such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to TCBOS.

Upon request by the Contractor, TCBOS shall furnish to the Contractor a detailed accounting of said cost and damages.

#### **ASSIGNMENT OF CONTRACT OR MONIES**

- A. The Contractor shall not assign, by power of attorney or otherwise, the Contract entered into between TCBOS and the Contractor unless the Contractor has received written consent of TCBOS.
- B. The Contractor shall not assign, by power of attorney or otherwise, any of the monies to become due and payable under this agreement unless the Contractor has received written consent of TCBOS.

#### **SUBMITTALS REQUIRED BEFORE FINAL PAYMENT**

- A. Before final payment can be made on this contract, the Contractor shall submit to TCBOS the following:
  - 1. A request for prefinal and final payment.
  - 2. One copy of any guarantees for products incorporated into the work.
  - 3. Statements of Sales Tax from the Contractor and subcontractors, unless in receipt of an authorization letter and a Sales Tax Exemption Certificate issued by the Contracting Authority of this project.
  - 4. A complete list of all subcontractors who have done work on this project.
  - 5. A complete list of all persons and/or businesses from which the Contractor has purchased materials for this project.
  - 6. A complete release of all liens arising out of the Contract, or receipts showing payment in full for all labor, materials and equipment for which a lien could be filed.

#### **FINAL ACCEPTANCE AND PAYMENT**

- A. Final acceptance is stipulated to mean a written acceptance by TCBOS. TCBOS shall make final acceptance promptly upon the satisfactory completion of the work. Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claims against the amount withheld.
- B. Completion of the work will be considered as the date of approval and work acceptance by TCBOS.

- C. Signing of the final payment request or acceptance of payment based thereon, shall not waive any rights of either party in the resolution of any claim filed. TCBOS shall satisfy itself as to the faithful completion of each part of the work, and may reject any portion found to be inconsistent with the terms of the contract.

### **DISPUTED CLAIMS FOR EXTRA COMPENSATION**

- A. In any case where the Contractor deems that extra compensation is due for work for material not clearly covered in the contract and not ordered by TCBOS as extra work as defined herein, the Contractor shall notify TCBOS in writing of the intention to make a claim for extra compensation before beginning the work on which the claim is based.
- B. If such notification is not given, the Contractor thereby agrees to waive the claim for extra compensation for such work. Such notice by the Contractor shall not be construed as establishing the validity of the claim.
  - 1. The claims, when filed, shall be in writing and in sufficient detail to permit auditing and evaluation by TCBOS. Claims shall be supported by such documentary evidence as the claimant has available and shall be verified by affidavit of the claimant or other persons having knowledge of the facts.
  - 2. In the event the claimant wishes an opportunity to present the claim in person, then the claim shall be accompanied by a written request to do so.
  - 3. Where the claimant asks an opportunity to present the claim in person, the contracting authority, within a reasonable period of time after the filing of the claim, shall fix a time and place for a meeting between the claimant and TCBOS or its designated representatives.
  - 4. TCBOS shall, within a reasonable time from filing of the claim or the meeting above referred to, whichever is later, rule upon the validity of the claim and notify the claimant in writing, of its ruling together with the reasons therefore. In case the claim is found to be just, in whole or in part, it shall be allowed and paid to the extent so found.
  - 5. The Contractor shall not institute any court action against TCBOS for the adjudication of any claims until such claim has first been presented to TCBOS pursuant to this article and submitted to arbitration or a request for arbitration is denied as follows.

### **ARBITRATION**

- A. If a Contractor's claim, as outlined above, has been disallowed, in whole or in part, then the Contractor may, within 30 days from the date the ruling of TCBOS is mailed to the Contractor, make a written request to TCBOS that the claim or claims be submitted to a board of arbitration.
  - 1. TCBOS shall decide whether the matter is one which is subject to arbitration and shall, within 30 days of the receipt of the request for arbitration, grant or deny the request.
  - 2. TCBOS's decisions shall be final.
- B. Said board of arbitration shall consist of three persons, one to be chosen by TCBOS, one by the Contractor, and the third by the two arbitrators.
- C. The arbitrators selected shall be persons experienced and familiar with construction or engineering practices in the general type of work involved in the contract, but shall not have been a regular employee or an individual retained by either party at the time involved in the controversy, or at the time of arbitration.
- D. The board of arbitration shall make its own rules of procedure and shall have authority to examine records kept by TCBOS and the Contractor.
  - 1. If the desired records are not produced within ten (10) days after they are requested, the board of arbitration shall proceed without them as best it may.
  - 2. In determining the findings, or awards, or both, the majority vote of the board shall govern. Copies of the findings or awards or both, signed by the arbitrators shall be filed with TCBOS and the Contractor.
  - 3. A majority report or minority report may be filed. The board of arbitration shall fix the cost of the proceedings, including a reasonable compensation to the arbitrators, and shall determine how the total cost shall be borne.
- E. The board of arbitration shall have jurisdiction to pass upon questions involving compensation to the Contractor for work actually performed or materials furnished and upon claims for extra compensation which have not been allowed by TCBOS. Jurisdiction of the board shall not extend to:
  - 1. A determination of quality of workmanship, or materials furnished, or to an interpretation of the intent of the plans and specifications, except as to matters of compensation.

2. Setting aside or modifying the terms or requirements of the contract.
- F. The findings or awards or both, of the arbitration board, if acceptable to both parties to the contract, may become a basis for final payment.
- G. If the findings of the arbitration board are unacceptable to either party to the contract, said findings may become the basis for further negotiations between the parties. If a solution agreeable to both parties has not been reached through the filing of a claim through arbitration, or if arbitration has been denied, either party may resort to whatever other methods for resolving the claim are available.

### **CLAIMS AGAINST CONTRACTOR**

- A. The Contractor guarantees the payment of all just claims against him/her or any subcontractor, in connection with the work. If another contractor on the project submits a claim for alleged damages caused by delay due to the Contractor not having completed its work in a timely manner, the Contractor's bond shall remain in effect until payment of such claim is made, or until litigation is started, at which time the bond will be released.
- B. If any lien(s) remains unsatisfied after payments are made, the Contractor shall refund to TCBOS money that TCBOS shall be compelled to pay in discharging such lien, including costs and reasonable attorney fees.

### **TIME LIMITS FOR FINAL ADJUSTMENT**

The Contractor shall understand that the Contracting Authority will not be bound to consider applications for correction of estimates and payments after the Contractor has signed the final estimate, or after thirty (30) days from the date when the final estimate is submitted to the Contractor for approval. Should an error be discovered as a result of the Contractor's annual audit, an application for corrections promptly made will be considered.

### **INSURANCE AND LIABILITY**

- A. It shall be the Contractor's responsibility to have liability insurance covering all of the construction operations incident to completion of this contract. The Contractor must have on file with TCBOS a current "Certificate of Insurance" prior to award of Contract. The certificate shall identify the following: insurance company firm name and address, Contractor firm name, policy period, type of policy, limits of coverage and scope of work covered.
- B. In addition to the above, TCBOS shall be included as an insured party, or a separate owner's protective policy shall be filed showing TCBOS as an insured party.

- C. The liability insurance shall be written by an insurance company (or companies) qualified to do business in Iowa. For independent contractors engaged solely in the transportation of materials, the minimum coverage provided by such insurance shall not be less than required by Chapter 327, Code of Iowa, for truck operators or contract carriers as defined therein. For all other contractors, subcontractors, and independent contractors, the minimum coverage by such insurance shall be as follows:
1. Public Liability Insurance:
    - Per Person - \$500,000.00
    - Each occurrence - \$1,000,000.00
  2. Property Damage Insurance:
    - Each occurrence - \$500,000.00
- D. The Contractor shall purchase and maintain such insurance as will protect it and TCBOs from claims set forth below which may arise out of, or result from, the Contractor's execution of the above-described work, whether such execution be by the Contractor, any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workmen's compensation, disability benefit, damages because of bodily injury, occupational sickness or disease, or death of employees.
  2. Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees.
  3. Claims for damages resulting from bodily injury including care, loss of services or death.
  4. Claims for property damages because of injury to or destruction of tangible property, including loss of use resulting there-from.

The Contractor shall further procure and maintain, at the Contractor's own expense, during this project, General Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting the Contractor and TCBOs from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any subcontractor employed by the Contractor or anyone directly or indirectly employed by the Contractor or by a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than \$500,000.00 for all damages arising out of

bodily injury, including death and for all property damage; at any time resulting there-from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000.00 aggregate for any such damages sustained by two or more persons in any one accident. The Contractor shall deliver the certificates of insurance to TCBOS at the time of the execution of this Contract.

- E. The Contractor shall indemnify, save and hold harmless TCBOS, and its agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reasons of any act or omission of the said Contractor, its subcontractors, its agents, or its employees, in the execution of the above-described work or in guarding the same.

#### **MISCELLANEOUS**

- A. The Contractor shall comply with all laws, rules and regulations that apply to related work.
- B. If either the Contractor or TCBOS take legal action to enforce their rights under his agreement, such action shall be governed by the laws of the State of Iowa and the forum and venue for the case shall be Taylor County, Iowa.
- C. If either the Contractor or TCBOS are required to take legal action to enforce their rights under this agreement, then the successful party shall be entitled to have the other party pay their reasonable attorney fees and costs.