



**DATE:** 5/19/2016

**TO:** Prospective Contractors

**FROM:** Benjamin A. Carhoff, P.E.

**RE:** Request for Proposals  
Cherry Hills Home Owners Association, Johnson County IA  
Street Repair Project  
HFC Project # 16261.04

Gentlemen:

Please find enclosed herewith a Plan, Specifications and Contract to provide all labor, materials, and equipment necessary to install subdrain, street patching, and miscellaneous surface restoration items along Cherry Lane, NE near Iowa City, IA. If interested, please fill out Pages 4 and 5 of the Contract and submit to our office no later than June 3, 2016 at 4:30 PM. These pages will serve as the Form of Proposal for quote purposes. A fully executed Contract will be issued to the lowest responsive responsible quote. The work is to be completed by September 1, 2016.

Please call with any questions or to inspect the site, contact Benjamin A. Carhoff, P.E. at 319-545-7215. Thanks for your interest in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Benjamin A. Carhoff', is written over a horizontal line.

Benjamin A. Carhoff, P.E.  
Hart-Frederick Consultants P.C.

Cc: File  
Cherry Hills HOA

**CONTRACT  
FOR INSTALLATION,  
LABOR AND  
MATERIALS**

**CHERRY HILLS HOME OWNERS ASSOCIATION  
JOHNSON COUNTY, IOWA**

**2016 STREET REPAIR PROJECT**

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Prepared by:

Hart-Frederick Consultants P.C.  
510 E. State Street, P.O. Box 560  
Tiffin, Iowa 52340-0560  
Phone: 319-545-7215

**FORM OF CONTRACT**  
**2016 STREET REPAIR PROJECT**  
**CHERRY HILLS HOA, JOHNSON COUNTY, IOWA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between the Cherry Hills Home Owners Association, Johnson County, Iowa, party of the First part, hereinafter referred to as the "Owner" and \_\_\_\_\_ party of the second part, hereinafter referred to as the "Contractor".

**WITNESSETH**

**THAT WHEREAS**, the Owner has heretofore caused to be prepared certain plans and specifications for the **2016 STREET REPAIR PROJECT**, for all labor, materials, and equipment necessary, under the terms and conditions therein fully stated and set forth, and whereas, said plans and/or specifications accurately and fully describe the terms and conditions upon which the Contractor is willing to perform the work specified:

**NOW THEREFORE, IT IS AGREED:**

**I. CONTRACT PROVISIONS.**

1. That the Owner hereby accepts the proposal of the Contractor for the work. The Contractor agrees to perform all of the work described in the Contract and comply with the terms therein for the sum of \$ \_\_\_\_\_ and as shown below.
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:
  - a. This Instrument (Form of Contract)
  - b. Construction PlansThe components listed are complimentary and what is called for by one shall be as binding as if called for by all. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the most stringent provision shall govern.
3. That payments are made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of the Contract.
4. That this Contract is executed in three (3) original copies.
5. That the Contractor shall complete all work by **September 1, 2016**, subject to any time estension by the project owner.

6. The Contractor by completion of this document shall guarantee all workmanship and materials for a period of two (2) years from the date of final acceptance by the Owner.
7. Any suit under this Contract must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.
8. No right of action shall accrue to or for the use of any person, or corporation other than the Owner named herein or the heirs, executors, administrators or successors or Owner

## II. INSURANCE REQUIREMENTS

1. The Contractor shall take out and maintain throughout the construction period, insurance in the following minimum requirements:
2. Worker's Compensation insurance covering all employees in statutory limits who perform any obligations assumed under the Contract.
3. Employer's Liability insurance covering occupational diseases for all employees in statutory limits who perform any obligations assumed under the Contract.
4. General Public liability and Property Damage liability insurance covering all operations under the Contract;
  - a. Limits for General Aggregate not less than \$2,000,000;
  - b. Products – Completed Operations Aggregate not less than \$2,000,000;
  - c. Personal & Adv. Injury not less than \$1,000,000;
  - d. Each occurrence not less than \$1,000,000;
  - e. fire damage (any one fire) not less than \$50,000;
  - f. Medical Expense (any one person) not less than \$10,000;
5. Excess/Umbrella liability form for each occurrence or aggregate not less than \$1,000,000.
6. Contractor's Public liability and Property Damage liability insurance covering all operations of the contract shall include removal of all exclusions for explosion, collapse, and underground.
7. Property insurance upon the Work at the site in the amount of the full replacement cost thereof and shall be written on a Builder's Risk with Extended Coverage policy form in the amount of the full replacement cost of the Work, temporary buildings, falsework, and Work in transit (subject to such deductible amounts as may be required by laws and regulations).
8. Automobile liability insurance on self-propelled vehicles used in connection with the

Contract, whether owned, non-owned or hired;

- a. bodily injury liability and death of not less than \$300,000 for one person; \$500,000 for each accident;
  - b. property damage limits of \$100,000 for each accident; \$300,000 aggregate for accidents during policy period.
9. All certificates required to be maintained by the Contractor shall not be cancelled or materially changed or renewal refused until at least 10 days' written notice has been given to the Owner.
10. Owner shall have the right at any time to require public liability insurance and/or property damage liability insurance greater than that specified in the above paragraphs. If required, the additional premium or premiums payable shall be added to the contract bid price.
11. The Contractor shall furnish three (3) each signed copies of the Certificates of Insurance evidencing the Owner as Certificate Holder. Each Certificate shall evidence that the Owner and Hart-Frederick Consultants as an additional insureds on the certificates of insurance reflecting compliance with the foregoing requirements. All Certificates shall be received by at the time of the execution of the Contract.
12. Indemnification: To the fullest extent permitted by the Iowa Laws and Regulations, Contractor shall indemnify and hold harmless Owner from and against all claims, costs, losses and damages caused by, arising out of or resulting from the performance of the Work, provided that any claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) is caused in whole or part by any negligent act or omission of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Iowa Laws and Regulations regardless of the negligence of any such person or entity.
13. In any and all claims against Owner by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 12. shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor, Supplies or other person or organization unders workers' compensation acts, disability benefit acts or other employee benefit acts.

**III. MEASUREMENT AND PAYMENT**

A. Payment will be based upon estimates of work performed during the preceding calendar month for work performed under the Contract. Monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding month will be prepared by the Contractor and certified by the Contractor to the Owner for payment on or before the fifth (5th) day of the month in question.

In no event, however, will payment to the Contractor exceed ninety-five percent (95%) of the total contract price prior to thirty (30) days from the date of final acceptance of the work by the Owner and monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

B. The Contractor shall notify the Owner when work is considered to be complete and ready for final inspection. The Owner will within ten (10) days make a final inspection and tests he deems necessary to determine that provisions of the work are satisfied.

**VIII. CONTRACT UNIT PRICES, QUANTITIES, AND EXTENDED PRICES  
(INSTALLATION, LABOR & MATERIALS)**

Item	Description	Unit	Unit Price	Estimated Quantity	Extended Price
1.	Full Depth Pavement Patch(Street and Driveway)	SY	\$	80.0	\$
2.	Granular Subbase, Patch (Street and Driveway)	SY	\$	80.0	\$
3.	Longitudinal Subbdrain	LF	\$	160.0	\$
4.	Subdrain Outlet, Pop-up Emitter type	EACH	\$	1.0	\$
5.	Mobilization	LS	\$	1.0	\$
6.	Traffic Control	LS	\$	1.0	\$
7.	Flowable Mortar ++	CY	\$	20.0	\$
	<b>Total Amount (Items 1-7)*</b>				\$

++ Contingency item, may be authorized by the Engineer if warranted by field conditions.

\* All other removals and items are considered incidental. Contractor is responsible to reseed and mulch or sod all disturbed grassed areas which is considered incidental to the project.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the date first written above.

OWNER:  
Cherry Hills HOA

CONTRACTOR:  
\_\_\_\_\_

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

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

ATTEST:  
  
By \_\_\_\_\_  
(Title) \_\_\_\_\_

ATTEST:  
  
By \_\_\_\_\_  
(Title) \_\_\_\_\_