

MINUTES OF MEETING TO AWARD CONTRACT

Eagle Grove, Iowa

March 03, 2025

The City Council of the City of Eagle Grove, Iowa, met on March 3, 2025, at 6:30 p.m., at the Eagle Grove City Hall Council Chambers, in the City, pursuant to adjournment and the rules of this Council. The Mayor presided and the roll was called showing the following members of the Council present and absent:

Present: Vandewater, Pamperin, Axell, Lorenzen, Zimenick, Weland

Absent: _____.

The City Council further considered proposals received for the proposed 2025 Street Improvement Projects, more specifically the 2025 Mill and Overlay Project, and embodied its findings in the resolution next hereinafter referred to.

Council Member Axell introduced the resolution next hereinafter set out, and moved that the said resolution be adopted; seconded by Council Member Weland; and after due consideration thereof by the City Council, the Mayor put the question upon the motion and the roll being called, the following named Council Members voted:

Ayes: Vandewater, Pamperin, Axell, Lorenzen, Zimenick, Weland

Nays: _____.

Whereupon, the Mayor declared the said motion duly carried and the said resolution duly adopted.

RESOLUTION NO. 2025-26

**RESOLUTION TO AWARD A CONSTRUCTION CONTRACT FOR THE
2025 MILL AND OVERLAY PROJECT**

WHEREAS, pursuant to notice duly posted in the manner and form prescribed by resolution of the City Council of the City of Eagle Grove, Iowa, and as required by law, bids and proposals were received by this Council for the 2025 Mill and Overlay Project (the "Project"); and

WHEREAS, all of the said bids and proposals have been carefully considered, and it is necessary and advisable that provision be made for the award of the contract for the Project;

NOW, THEREFORE, Be It Resolved by the City Council of the City of Eagle Grove, Iowa, as follows:

Section 1. The bid for the Project submitted by the following contractor is fully responsive to the plans and specifications for the Project, is heretofore approved by the City Council, and is the lowest responsible bid received, such bid being as follows:

<u>Name and Address of Contractor</u>	<u>Amount of Bid</u>
<u>Caster Construction</u>	
<u>1515 Avenue O</u>	
<u>Fort Dodge, IA 50501</u>	<u>\$1,205,034.25</u>
<u> </u>	
<u> </u>	


Section 2. The contract for the Project is hereby awarded to such contractor at the total estimated cost set out above, the final settlement to be made on the basis of the unit prices therein set out and the actual final quantities of each class of materials furnished, the said contract to be subject to the terms of the aforementioned resolution, the notice of hearing and letting, the plans and specifications and the terms of the bidder's written proposal.

Section 3. The Mayor and City Clerk are hereby authorized and ordered to enter into a written contract with said contractor for the Project, said contract not to be binding until approved by resolution of this City Council.

Section 4. The amount of the contractor's performance and/or payment bonds is hereby fixed and determined to be 100% of the amount of the contract.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved 3rd day of March, 2025.



Michael Boyd, Mayor

Attest:



Bryce Davis, City Clerk

DOCUMENT 00 52 00

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the City of Eagle Grove, Iowa
(Owner) and Castor Construction, LLC. (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 Mill and Overlay Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: milling and overlay of approximately six city blocks of seal-coated streets and associated work

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).

3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

Work shall commence upon the issuance of a written notice to proceed, no earlier than April 1, 2025. Work shall be substantially complete by no later than August 8, 2025. All work shall be completed and ready for final acceptance by September 15, 2025. All streets must be open and accessible for public use prior to ground freezing.

Substantial completion is defined as follows: All work is complete except for finish grading of turf restoration areas, seeding and minor clean up.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed and milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in Contractor's Bid.

The Bid Prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

The Estimated Total of All Unit Price Work is: \$ 1,205,034.25

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a. 95 percent of Work completed (with the balance being retainage).

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said General Conditions.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has acknowledges that no reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to

Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and any Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Addenda.
 - 2. This Agreement (pages 00 52 00-1 to 00 52 00-5, inclusive).
 - 3. Performance, Payment and other Bonds.
 - 4. General Conditions (pages 00 72 10-1 to 00 72 10-72, inclusive).
 - 5. Supplementary Conditions (pages 00 90 01-1 to 01 90 01-7, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings bearing the title "2025 Street Improvements Project."
 - 8. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Certificate of Insurance.
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).

- B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on March 3, 2025 (which is the Effective Date of the Contract).

OWNER:

City of Eagle Grove, Iowa
By: [Signature]
Title: Mayor

[CORPORATE SEAL]

Attest: _____
Title: _____

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____
Title: _____
Address: _____
Phone: _____
Facsimile: _____

CONTRACTOR:

Castor Construction, LLC
By: [Signature]
Title: President

[CORPORATE SEAL]

Attest: [Signature]
Title: Office Manager

Address for Giving Notices:

1515 Ave O
Fort Dodge, Iowa 50501

License No. C128708
(Where Applicable)

Agent for service of process: ILC.

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: Noah Carspecken
Title: CFO
Address: 1515 Ave O
Fort Dodge, Iowa 50501
Phone: 515 955-6785
Facsimile: —



Building a Better World
for All of Us®

February 24, 2025

RE: 2025 Mill and Overlay Project
Eagle Grove, Iowa
SEH No. EAGLG 179977

Mr. Bryce Davis
City Administrator
121 N. Commercial Avenue
Eagle Grove, IA 50533

Dear Mr. Davis:

Short Elliott Hendrickson, Inc. (SEH) is providing this cover letter for the attached Tabulation of Bids for the 2025 Mill and Overlay Project in Eagle Grove, Iowa.

A total of two bids were received ranging in price from \$1,205,034.25 to \$1,295,234.10. The lowest bid was submitted by Castor Construction of Fort Dodge, Iowa, in the amount of \$1,205,034.25 which is \$48,950.75 (3.9%) below the Engineer's Opinion of Probable Cost of \$1,253,985.00.

The bid appears to be correct, balanced and reasonable. It also appears to be both responsible and responsive. The contract documents require all bids to remain valid for 30 days following the opening.

SEH recommends awarding the construction contract to Castor Construction of Fort Dodge for the amount of \$1,205,034.25.

To the best of SEH's knowledge, the attached Tabulation of Bids is a true and correct tabulation of the bids opened at 2:00 p.m. on February 19, 2025.

It is understood that the tabulation of bids and recommended award of contract will be discussed at the March 3, 2025 council meeting.

If you have any questions or desire additional information please do not hesitate to call.

Sincerely,

A handwritten signature in black ink that reads "Becky L. Schwab".

Becky L. Schwab
Project Manager

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Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 215 North Adams Avenue, Mason City, IA 50401-3119
SEH is 100% employee-owned | sehinc.com | 641.424.6344 | 888.908.8166 fax



TABULATION OF BIDS

2025 Mill and Overlay Project Eagle Grove, Iowa SEH No.: EAGLG 179977 Bid Date: 2:00 p.m., Wednesday, February 19, 2025				Engineer's Estimate		Castor Construction Inc. 1515 Avenue O Fort Dodge, IA 50501		Heartland Asphalt 2601 South Federal Avenue Mason City, IA 50401	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
BASE BID									
1	Modified Subbase	TON	400	\$ 40.00	\$ 16,000.00	\$ 42.45	\$ 16,980.00	\$ 31.00	\$ 12,400.00
2	Surface Aggregate	TON	200	\$ 25.00	\$ 5,000.00	\$ 36.00	\$ 7,200.00	\$ 61.30	\$ 12,260.00
3	Shoulder Material	TON	200	\$ 25.00	\$ 5,000.00	\$ 27.50	\$ 5,500.00	\$ 61.30	\$ 12,260.00
4	Pavement Milling	SY	23210	\$ 8.00	\$ 185,680.00	\$ 5.00	\$ 116,050.00	\$ 2.75	\$ 63,827.50
5	Sidewalk Removal	SY	452	\$ 20.00	\$ 9,040.00	\$ 10.00	\$ 4,520.00	\$ 10.00	\$ 4,520.00
6	Sidewalk, PCC, 6"	SY	447	\$ 60.00	\$ 26,820.00	\$ 87.50	\$ 39,112.50	\$ 62.00	\$ 27,714.00
7	Detectable Warnings	SF	440	\$ 50.00	\$ 22,000.00	\$ 50.00	\$ 22,000.00	\$ 50.00	\$ 22,000.00
8	PCC Removal	SY	1247	\$ 20.00	\$ 24,940.00	\$ 22.00	\$ 27,434.00	\$ 15.00	\$ 18,705.00
9	PCC Patching, 6"	SY	265	\$ 55.00	\$ 14,575.00	\$ 82.25	\$ 21,796.25	\$ 75.00	\$ 19,875.00
10	PCC Patching, 7.5"	SY	900	\$ 60.00	\$ 54,000.00	\$ 103.00	\$ 92,700.00	\$ 80.00	\$ 72,000.00
11	PCC, Driveway/Alley, 6"	SY	83	\$ 60.00	\$ 4,980.00	\$ 79.50	\$ 6,598.50	\$ 80.00	\$ 6,640.00
12	Curb & Gutter Removal	LF	186	\$ 15.00	\$ 2,790.00	\$ 20.00	\$ 3,720.00	\$ 10.00	\$ 1,860.00
13	Curb & Gutter, 2"	LF	186	\$ 35.00	\$ 6,510.00	\$ 42.50	\$ 7,905.00	\$ 27.00	\$ 5,022.00
14	HMA Base Course, 2"	TON	740	\$ 110.00	\$ 81,400.00	\$ 95.00	\$ 70,300.00	\$ 109.80	\$ 81,252.00
15	HMA Surface Course, 2"	TON	740	\$ 110.00	\$ 81,400.00	\$ 95.00	\$ 70,300.00	\$ 116.09	\$ 85,906.60
16	HMA Base Course, 1.5"	TON	1400	\$ 110.00	\$ 154,000.00	\$ 95.00	\$ 133,000.00	\$ 109.80	\$ 153,720.00
17	HMA Surface Course, 1.5"	TON	1400	\$ 110.00	\$ 154,000.00	\$ 95.00	\$ 133,000.00	\$ 116.09	\$ 162,526.00
18	HMA Leveling Course	TON	100	\$ 120.00	\$ 12,000.00	\$ 95.00	\$ 9,500.00	\$ 108.51	\$ 10,851.00
19	Intake Removal	EA	23	\$ 1,500.00	\$ 34,500.00	\$ 320.00	\$ 7,360.00	\$ 750.00	\$ 17,250.00
20	Intake, SW-501	EA	19	\$ 5,000.00	\$ 95,000.00	\$ 4,106.00	\$ 78,014.00	\$ 7,360.00	\$ 139,840.00
21	Intake, SW-503	EA	3	\$ 7,500.00	\$ 22,500.00	\$ 7,320.00	\$ 21,960.00	\$ 10,100.00	\$ 30,300.00
22	Intake, SW-511	EA	1	\$ 7,500.00	\$ 7,500.00	\$ 4,165.00	\$ 4,165.00	\$ 6,650.00	\$ 6,650.00
23	Manhole, Remove	EA	12	\$ 1,500.00	\$ 18,000.00	\$ 520.00	\$ 6,240.00	\$ 750.00	\$ 9,000.00
24	Manhole, Sanitary, SW-301, 48"	EA	3	\$ 7,500.00	\$ 22,500.00	\$ 7,120.00	\$ 21,360.00	\$ 11,800.00	\$ 35,400.00
25	Manhole, Storm, SW-401, 48"	EA	8	\$ 7,500.00	\$ 60,000.00	\$ 6,044.00	\$ 48,352.00	\$ 10,120.00	\$ 80,960.00
26	Manhole, Storm, SW-401, 60"	EA	1	\$ 8,500.00	\$ 8,500.00	\$ 8,172.00	\$ 8,172.00	\$ 11,320.00	\$ 11,320.00
27	Minor Adjustment, Manhole	EA	15	\$ 1,000.00	\$ 15,000.00	\$ 2,500.00	\$ 37,500.00	\$ 2,700.00	\$ 40,500.00
28	Minor Adjustment, Intake	EA	7	\$ 1,000.00	\$ 7,000.00	\$ 400.00	\$ 2,800.00	\$ 3,700.00	\$ 25,900.00
29	Minor Adjustment, Valve Box	EA	2	\$ 1,200.00	\$ 2,400.00	\$ 450.00	\$ 900.00	\$ 125.00	\$ 250.00
30	Inlet Protection	EA	43	\$ 250.00	\$ 10,750.00	\$ 165.00	\$ 7,095.00	\$ 200.00	\$ 8,600.00
31	Pavement Markings DCY4	STA	14	\$ 200.00	\$ 2,800.00	\$ 150.00	\$ 2,100.00	\$ 150.00	\$ 2,100.00



TABULATION OF BIDS

2025 Mill and Overlay Project Eagle Grove, Iowa SEH No.: EAGLG 179977 Bid Date: 2:00 p.m., Wednesday, February 19, 2025				Engineer's Estimate		Castor Construction Inc. 1515 Avenue O Fort Dodge, IA 50501		Heartland Asphalt 2601 South Federal Avenue Mason City, IA 50401	
Item No.	Item	Unit	Est. Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
32	Pavement Markings, BCY4	STA	12	\$ 200.00	\$ 2,400.00	\$ 150.00	\$ 1,800.00	\$ 150.00	\$ 1,800.00
33	Temporary Traffic Control	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 16,525.00	\$ 16,525.00
34	Railroad Coordination	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,600.00	\$ 9,600.00	\$ 14,550.00	\$ 14,550.00
35	Mobilization	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 150,000.00	\$ 150,000.00	\$ 80,950.00	\$ 80,950.00
TOTAL BASE BID					\$ 1,253,985.00		\$ 1,205,034.25		\$ 1,295,234.10