

CITY OF OELWEIN



**REQUEST FOR BIDS
OCTOBER 26, 2021**

**2022 – 2024
TOWING SERVICES**

CITY OF OELWEIN

The City of Oelwein, Iowa is currently accepting bids from qualified companies (Contractor/Bidder/Firm) for towing and emergency roadside services. The information in Section I applies to services for our Fleet Maintenance Division. The information in Section II applies to services for our Police Department. All other information applies for all services. Services are for City vehicles and towing and storage services for motor vehicles which have been involved in various types of criminal activity, present traffic control hazards, are in violation of City ordinances, involved in a motor vehicle accident that is being investigated by the Oelwein Police Department and to where the driver and/or the registered owner of that vehicle does not express a towing company preference or that are junk vehicles that are inoperable and sitting in yards or driveways. This is an all or none bid and will be awarded to one Contractor.

In order to be considered responsive, Bidder must be in conformance with all bid requirements at the time of bid submission. All business buildings must be located within the city limits of Oelwein. All proposals must include a description and address of the firm location.

All related questions must be submitted to the City of Oelwein – jphillips@oelweinpolic.org, in writing, by November 11, 2021 at 12:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel.

Contractors must provide towing services 24 hours per day, 7 days per week, including all holidays. Contractor shall maintain an office or such other facility through which it may be contacted by telephone on a twenty-four (24) hour basis.

INSTRUCTIONS TO BIDDERS

Each bidder must submit bids on the Bidder's Proposal Form (pages 11-17) furnished by the City, and the same is to be properly signed by an executive member of the firm. Doing so acknowledges agreement to: the terms of this bid, any addenda, and having read all questions and answers as posted on the City's website. Upon bid award, awardee and a City official will sign the attached agreement. Sealed bids are to be returned to the Oelwein City Hall, 20 Second Ave SW, Oelwein, IA 50662, **no later than 10:00 a.m. on November 16, 2021**, marked "2022 – 2024 Towing Services".

In compliance with Oelwein City ordinance, if the total bid amount is greater than \$25,000.00, each bid must be accompanied by a Cashier's Check, Certified Check or Bid Bond payable to the City of Oelwein, Iowa, for a sum not less than 5% of the total amount of the bid. Total bid amount is found by multiplying the bid price per occurrence by the approximate number of occurrences for all three years. Said check(s) will be returned to the successful bidder at bid award. Checks of all unsuccessful bidders shall be returned forthwith.

In accordance with the Affirmative Action Program of the City of Oelwein, Iowa, Executive Orders 11246 and 11375, Titles VI and VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act of 1965 and Chapter 216, Code of Iowa 2018, all successful bidders entering into contracts on behalf of the City exceeding \$10,000 are required to have an approved nondiscrimination and equal opportunity statement and an approved affirmative action program.

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All bidders are required to submit a signed Statement of Intent/Nondiscrimination and Equal Opportunity.

METHOD

Each proposal will be evaluated according to the selection criteria outlined herein.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to cancel, suspend, or delay the selection process. The City may also restart the process. The City is not responsible for any costs incurred in responding to or preparing responses to this or subsequent requests.

CONTRACT TERMS

The contract shall commence January 1, 2022 at 12:01 am. The contract length shall be for two (2) years with one (1) one-year renewal option if it is mutually agreeable to both parties. At the end of each contract year, the Contractor's performance will be evaluated. If the service has been satisfactory and the Contractor has continued to meet the requirements stated in these specifications, the contract could be renewed for another year.

The Contractor shall furnish all personnel, supervision, materials, equipment and secured storage services in accordance with the provisions of these specifications, the various provisions of the contract, the statutes of the State of Iowa and ordinances of the City of Oelwein, Iowa. The laws of the State of Iowa and ordinances of the City of Oelwein, Iowa, as same may be from time to time amended, shall apply for the purpose of this Contract.

The successful Bidder must execute a written Contract in the approved form within ten (10) days after award of Contract.

During the term of the Contract, the City reserves the right to periodically inspect the equipment, storage yard and storage enclosure location and verify ownership or lease documents of Contractor equipment.

If at any time during the contract period, the Contractor's performance is determined to be unsatisfactory or it is determined that the Contractor does not meet the requirements outlined herein, the City reserves the right to cancel the contract in writing, with cancellation being effective 30 days from notice. If cancellation of contract occurs, the City reserves the right to award the contract to another proposing Firm.

In the event of termination or cancellation, under the terms of the contract, the Contractor shall keep and store any and all vehicles which shall have been towed onto its premises under the terms of this agreement until such time as said vehicles have been released to the owners thereof or otherwise disposed of as provided by law. Contractor shall fully and completely perform all the covenants and conditions of this agreement with respect to such vehicles, until such times as they have been disposed of as referred to herein.

The only acceptable forms of communication between the Contractor and the City are telephone and e-mail.

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PRICING

Each section includes a Pricing Proposal form that pertains to the services of the section. Pricing is to be submitted for all potential contract years (years 1 through 3). Prices submitted in proposals shall remain **firm** and may not be changed. Surcharges (i.e. fuel) are not allowed as an additional line item. Actual travel time to and from the work location is not reimbursable under this Agreement.

OTHER PROVISIONS

SUBCONTRACTORS

The Contractor is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this bid must be acceptable to the City. The Contractor shall submit in writing to the City for approval the names of Subcontractors proposed for the work, prior to execution of any work. This would only be approved in extreme situations and on a temporary basis. The City reserves the right to reject any proposed Subcontractor if the successful Contractor fails to satisfy the City that the proposed Subcontractor is properly qualified to complete the work contemplated. The subcontractor shall comply with all applicable provisions of this agreement except that dispatching shall be through the Contractor. Proof of insurance is required from all Subcontractors. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor shall be fully responsible to the City for the acts and omissions of any and all subcontractors. If the Bidder repeatedly fails to meet the requested deadlines and the City's needs, the contract may be cancelled.

SIGNATURE BY RESPONSIBLE PARTY

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership or corporation. No Bidder may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of the proposals.

CITY'S RIGHTS RESERVED

The City reserves the right to accept any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which in the judgment of the City is most advantageous to the City and to re-advertise if desired.

CONFLICT OF INTEREST

The Bidder agrees that it presently has no interest, and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its service hereunder. The Bidder further agrees that in the performance of the agreement, no person having any such interest shall be employed.

INTEREST OF PUBLIC OFFICIALS

No member, officer or employee of the City during this tenure or for one year thereafter, shall have interest, direct or indirect, in this proposal or the proceeds thereof.

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GRATUITIES

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties.

OWNERSHIP

All documents and materials prepared pursuant to this proposal are the property of the City of Oelwein. The City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this process.

VERBAL AGREEMENT

No verbal agreement or conversation with any elected or appointed official, agent or employee of the City, either before, during or after the submittal of this proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this bid.

PROPOSALS NOT CONFIDENTIAL

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content, "Examination of Public Records,"* all records of a governmental body are presumed to be public records, open to inspection by members of the public.

NON-COLLUSION CLAUSE

The Contractor certifies under penalties of perjury that this bid is in all aspects bon-a-fide, fair, and without collusion or fraud with any other person. As used in this section the word "person" means any natural person, joint venture, partnership, corporation, or other business or legal entity. Further, the Contractor certifies that the items to be supplied by the firm will meet or exceed the specifications as listed herein.

EQUIPMENT/ OPERATIONS

The Contractor shall own or lease all equipment required to provide towing and related services for the City. Contractors must include a list of all owned or leased vehicles and equipment that will be used to provide contracted services. This list must include VIN numbers, gross vehicle weight and winch capacity. The Contractor must be able to safely tow or carry all bid services listed in the Pricing Proposal. For equipment that the Contractor does not own, a copy of any lease or subcontract and an insurance certificate are required and must be submitted with the proposal submittal documents.

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In addition, all towing units used in towing services must carry a fire extinguisher, chains, proper emergency lighting or flares, broom, shovel, and powdered or granulated absorbent. All towing equipment shall be equipped with an air tank.

Contractor is required to hold a US Department of Transportation Truck Operator Permit Number and all towing vehicles must be in compliance with IDOT regulations. Each wrecker driver employee shall hold a current/valid license to operate equipment in accordance with state law and City ordinances.

The Contractor will be required to clean the street of any accident or towing debris immediately after removal or impoundment of any vehicle. All debris must be removed from the site and disposed of properly. There may be instances when multiple towing vehicles will be required. If the City of Oelwein feels that there will be unnecessary delay, they can utilize an additional tow service not on this contract.

PERFORMANCE BOND

Upon award, the Contractor shall furnish, at its own expense, a performance bond in the sum of \$5,000 for the faithful performance of the agreement. Said bond must be maintained throughout the term of the contract.

INDEMNIFICATION

Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise

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have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

INSURANCE

Contractor, and any Subcontractors utilized by Contractor herein, shall obtain insurance naming the City of Oelwein as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement. Prior to commencing any work or services in accordance with this agreement, Contractor, and any Subcontractors utilized by Contractor herein, shall provide a current Certificate of Insurance as part of this agreement AND the City shall have accepted the same by written approval to Contractor and/or Subcontractor.

The Certificate of Insurance must stipulate 30 days' notice of cancellation from the insurance company. Furthermore, Contractor, and any Subcontractors utilized by Contractor herein, agree and understand that any subrogation under the agreement is hereby waived in favor of the City in Contractor's General Liability policy. Contractor shall not alter or otherwise change any current insurance coverage submitted under this agreement without prior written approval from the City.

General Liability: The Contractor's General Liability policy shall provide for an unimpaired General Aggregate pursuant to this section. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry the following minimum levels and areas of coverage: The General Liability Policy shall have limits of not less than \$250,000.00 per occurrence, and \$500,000.00 Aggregate. The Commercial General Liability provides: (1) Bodily Injury and Property Damage Liability; (2) Personal and Advertising Injury Liability; (3) Contractual Liability covering this contract; (4) Independent Contractors' Liability; (5) Premises and Operations, with the City of Oelwein named as Additional Insured; (6) Completed Operations, with the City of Oelwein named as Additional Insured.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies and vehicles.

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SECTION I

TOWING AND EMERGENCY ROAD SERVICES FOR CITY VEHICLES

The Fleet Maintenance Division of the Public Works Department provides complete mechanical repair and maintenance services for a diversified fleet of City vehicles and equipment. Normal maintenance operations are performed from 7:00 a.m. to 3:30 p.m. Monday through Friday at the Fleet Maintenance Facility located at 400 7th Ave SW, Oelwein, Iowa 50662.

The anticipated services, for the sake of this bidding document, would be for passenger vehicles & pick-up trucks.

SCOPE OF WORK

The Contractor shall furnish on an “as needed” basis all labor, equipment, and materials required to provide towing services and jump-starting for equipment serviced by the Fleet Management Division of the Public Works Department. Towed vehicles would be delivered to the Fleet Maintenance Facility at 400 7th Ave SW, Oelwein, Iowa 50662 or another authorized local repair business. The Contractor will conduct an inventory of the contents within the passenger compartment and maintain that documentation for 365 days.

Towing services may be required at any time to provide jump- starting to be performed during hours when the Fleet Management Division is not in operation. For any type of service call, the Contractor will be expected to arrive on site within **thirty (30) minutes** of receiving the call.

INVOICES

Invoices shall contain, at a minimum, the following information:

- Date and time the wrecker left to respond to the call
- Time of arrival to dispatched location
- Location dispatched to
- VIN or City ID # of City vehicle number being provided the service
- The time and location the wrecker delivered the vehicle to the designated location

EVALUATION

Each Contractor submitting a proposal for this section shall submit pricing on the following “Pricing Proposal – Section I” form. Bids will be awarded based on the following weighted criteria.

Weighted Bid Criteria for Section I:

Passenger Vehicles & Medium Duty Trucks 50%

Ability to tow multiple vehicles simultaneously 15%

Other Towing: 20%

Dolly: 10%

Winching: 5%

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SECTION II

TOWING SERVICES FOR THE OELWEIN POLICE DEPARTMENT

The contents of this section pertain to the towing of motor vehicles which have been involved in various types of criminal activity, present a traffic hazard, are in violation of traffic ordinances throughout the City, or nuisance vehicles as determined by the Oelwein Police Department or a court, or involved in a motor vehicle accident that is being investigated by the Oelwein Police Department and to where the driver and/or the registered owner of that vehicle does not express a towing company preference.

SCOPE OF WORK

Timely and efficient removal of vehicles from the street is crucial to the operational requirements of the Police Department. Once notified by the Police Department, the Contractor must appear at the scene of a towing incident within **fifteen (15) minutes during the Contractor's regular business hours and within twenty (20) minutes after hours**, anywhere requested within the City of Oelwein. For private property nuisance tows, the Police Department will make every effort to give reasonable advance notice for requested service.

The Contractor **must not** remove any parts or personal property from city stored vehicles. Items that could cause injury (i.e., firearms, explosives, hazardous materials, etc.) will be removed from the vehicle by the Police Department prior to towing.

The Contractor will defer to the OPD for the requested release of personal property at the time of the tow or after impoundment.

The Contractor shall prepare a written record for each towed vehicle with the following information:

- Make and model of vehicle towed
- Vehicle license number and VIN
- Year and color of the vehicle
- Date and time vehicle was towed
- Location of tow
- Police Department report number – Will be provided by the officer
- A general description of the vehicle with regard to condition, damaged or missing parts, and such other information necessary to adequately describe the vehicle and property impounded
- The Contractor will conduct an inventory of the contents within the passenger compartment and maintain that documentation for 365 days.

The Contractor shall provide itemized accounting for all vehicles towed that were charged the City's administrative fee. The owner of the vehicle will be required to pay the Contractor for any towing. The Contractor must contact the police department, within one-hour of a citizen paying the Contractor the initial tow fee.

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All “police holds” placed on vehicles by the Police Department must be honored until an authorized release is granted by the Police Department.

The Contractor shall maintain reasonable business hours to be open to the public.

The Contractor shall provide the authorized operator of an impounded vehicle an itemized list of all charges incurred in the towing of their vehicle. The Contractor shall provide a receipt and release for the vehicle and all property contained therein.

FACILITY REQUIREMENTS

Vehicles seized or forfeited in accordance with Section 809 of the State Code of Iowa shall be towed to a place designated by Police Department personnel. If the seized or forfeited vehicle is subsequently towed to a different location, the Towing Contractor shall be entitled to a second towing fee. The fees allowed shall be the fees specified in the Contract.

Contractor shall indicate on the Proposal Form if its facilities have a security or surveillance system.

Contractor will transport, non-city vehicles, that are towed by the police department to the City storage facility. Contractor will place vehicles at the facility in an organized manner. If a vehicle is left in an area that obstructs business operations and is outside the area designated and instructed for, then the Contractor will move the vehicle to its proper location at no cost to the City.

PRICING

Each Contractor submitting a proposal for this section shall submit pricing on the following “Pricing Proposal – Section II” form. Bids will be awarded based on the following weighted criteria.

Weighted Bid Criteria for Section II:

Passenger Vehicles & Medium Duty Trucks 50%

Ability to tow multiple vehicles simultaneously 15%

Other Towing: 20%

Dolly: 10%

Winching: 5%

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BIDDER PROPOSAL FORM

CONTRACTOR: Midwest Collision Center Inc.

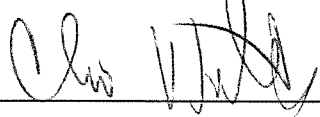
BY: Chris Winters TITLE: President

EMAIL: midwest@mwcollision.net

ADDRESS: 126 S. Frederick Ave Oelwein IA 50602

TELEPHONE: 319-283-4645 FAX: 319-283-5885

Prices submitted on the proposal form will remain firm for each contract year.

SIGNATURE: 

List all vehicles that will be utilized on the Contract (attach additional pages if necessary)

Type of Vehicle	Make	Model	Year	Own, Lease, Subcontract
* Wrecker Tow Truck	Ford	F550 Super Duty	2004	Own
* Wrecker Flat Bed	Ford	F650 Super Duty	2007	Own

* VIN: 1FD AF57P24EB70559
 GVWR: 17,500
 Winch Capacity: 2 winches @ 10,000 lb capacity each

* * VIN: 3FRNF65F67V474169
 GVWR: 26,000
 Winch Capacity: 2 winches @ 8,000 lb capacity each

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SECTION I

TOWING AND EMERGENCY ROAD SERVICES FOR CITY VEHICLES

Prices submitted on the proposal form will remain firm for each contract year.

	Year 1	Year 2	Year 3
Towing Flat Rate Per Occurrence			
Passenger Vehicles and 1/2 Ton Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
3/4 to 1 Ton Straight Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
Additional Mileage charge (per mile) if outside a three-mile limit from the Oelwein City limits	\$ 4. ⁰⁰	\$ 4. ⁰⁰	\$ 4. ⁰⁰
Jump Start	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰

Winching Charges & Fees Per Occurrence

Passenger Vehicles and 1/2 Ton Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
3/4 to 1 Ton Straight Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰

Dolly Fees \$ 40.⁰⁰ \$ 40.⁰⁰ \$ 40.⁰⁰

After Business Hours \$ 20.⁰⁰ \$ 20.⁰⁰ \$ 20.⁰⁰

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SECTION II

**TOWING STORAGE AND AUCTION SERVICES
FOR POLICE DEPARTMENT**

	Year 1	Year 2	Year 3
Towing Flat Rate Per Occurrence			
Passenger Vehicles and 1/2 Ton Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
3/4 to 1 Ton Straight Trucks	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
Motorcycles	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
Motor Homes	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰
Boats	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰

To Our Capability

Additional Mileage charge (per mile) if outside a three-mile limit from the Oelwein City limits	\$ 4. ⁰⁰	\$ 4. ⁰⁰	\$ 4. ⁰⁰
<i>Dolly Fee</i>	\$ 40. ⁰⁰	\$ 40. ⁰⁰	\$ 40. ⁰⁰
<i>After Business Hours</i>	\$ 20. ⁰⁰	\$ 20. ⁰⁰	\$ 20. ⁰⁰
<i>Storage Inside</i>	\$ 50. ⁰⁰	\$ 50. ⁰⁰	\$ 50. ⁰⁰
<i>Storage Outside</i>	\$ 40. ⁰⁰	\$ 40. ⁰⁰	\$ 40. ⁰⁰
<i>Winching</i>	\$ 75. ⁰⁰	\$ 75. ⁰⁰	\$ 75. ⁰⁰

Per Page 10 : Midwest Collision Center does have video surveillance on it's property.

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Has your company received an OSHA violation in the past five (5) years? Yes No

If yes, please attach copies of the citations and an explanation of how they have been resolved.

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STATEMENT OF INTENT / NONDISCRIMINATION

AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Oelwein, Iowa, that no person in any way be favored or discriminated against because of his race, creed, color, sex, sexual orientation, gender identity, national origin, political religious affiliations.

We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action plan or complete the City's Affirmative Action Program format to contract execution.

Midwest Collision Center Inc.
COMPANY

John Vitina pres.
EXECUTIVE OFFICER

Billie J. Winters
EQUAL OPPORTUNITY OFFICER

126 S. Frederick Ave

Oelwein IA 50602

319-283-4645 or

563-920-3262

Address and Telephone Number of
Equal Opportunity Officer

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AGREEMENT

TO BE FILLED OUT UPON BID AWARD

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the CITY OF OELWEIN, IOWA, hereinafter referred to as "Owner" and _____, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the _____ day of _____, did submit a proposal to the Owner of certain Plans and/or Specifications entitled

_____ a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instruction to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Proof of Insurance, Standard Details, Drawings, Addenda, Question & Answers and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall not be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of 1% of the total project cost for each and every day past the deadline set forth under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. As consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or completion or work as agreed in the bidder's Proposal Form. Payment to be made upon billed delivery and/or completion of the work as provided.

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- 7. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Oelwein, including its agents and employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.
- 8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this _____ day of _____
at 20 Second Ave SW, Oelwein, Iowa 51503.

Executed for Contractor By: _____

Title: _____

ATTEST: (Witness) By: _____

Title: _____

Executed for City of Oelwein: By: _____
City Administrator

ATTEST: (Witness) By: _____

(If required) Insurance Approved By: _____
Risk Manager