



Joel Greer, Mayor  
Jessica Kinser, Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

### BONDED CONTRACTOR SITE SPECIFIC AND ANNUAL BOND

Please complete the materials in this packet. You will need to select either the site specific bond form or the annual bond form. Site specific is for doing work in one location only. The annual bond option allows for work in multiple locations and is a continuous bond.

To work in the City right-of-way you are required to have on file your bond on the attached City of Marshalltown annual or site specific bond form with the power of attorney attached from your bonding company, and a current liability insurance certificate.

- Current Liability Insurance Certificate
- City of Marshalltown Bond Form (site specific or annual)
- Copy Power of Attorney – attached to bond form
- Completed Application

You will have a brief interview upon receipt of the above materials.  
All bonded contractor applications must be complete to be considered by the City Engineer.

**If you have any questions please contact our office at 641-754-5734**

Please submit information to: [jreeder@marshalltown-ia.gov](mailto:jreeder@marshalltown-ia.gov)

City of Marshalltown  
Public Works Department  
24 N Center St  
Marshalltown IA 50158  
FAX : 641-754-5793

You may submit information electronically to: [jreeder@marshalltown-ia.gov](mailto:jreeder@marshalltown-ia.gov)

**City Council**  
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop  
Bill Martin, Robert Schubert, Bethany Wirin



## CITY OF MARSHALLTOWN, IOWA

### *PROCEDURES FOR APPROVAL AS A CITY SIDEWALK CONTRACTOR*

1. Obtain the form "Application for City Sidewalk Contractor" from the Director of Public Works Office in the Municipal Building. Fill out the form and return it to the Director of Public Works Office for an interview.
2. The contractor shall file with the Director of Public Works a performance bond as provided, or on the bond form provided by the contractor's bonding company in the amount of \$1,000.00 with a 4 year maintenance clause.
3. Also the contractor shall file with the City Clerk a public liability insurance policy, or an executed certificate of coverage thereof, and said policy to be to the sum and extent of three hundred thousand dollars (\$300,000.00) for any one accident resulting in injury to or death of one or more persons, to the sum and extent of one hundred thousand dollars (\$100,000.00) for any damage resulting in a single case to public or private property.
4. In addition to the public liability and property damage policy, the contractor shall also file with the City Clerk a workman's compensation or employer's liability policy, or certificate of copy thereof, covering all persons employed in connection with such construction. If the contractor will not employ anyone for this work he shall file a statement stating that he will not have any employees on the job.
5. After the required bond and insurance are on file the application will be presented to the City Council for approval.
6. After Council approval the contractor may construct city sidewalks as long as the bond and insurance are current.

All bonds and insurance will be as stated and in accordance with Chapter 26, Code of Ordinances, City of Marshalltown, Iowa.

Sidewalk and driveway specifications will be furnished to the contractor. All work shall be in accordance with these specifications.

**CITY OF MARSHALLTOWN, IOWA**

*APPLICATION FOR CITY SIDEWALK CONTRACTOR*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Business Name: \_\_\_\_\_

Business: \_\_\_\_\_

Type of experience in concrete work: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

No. of Years \_\_\_\_\_

References: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Email Address: \_\_\_\_\_

Submitted: Bond with four (4) year maintenance clause \_\_\_\_\_

Certificate of Insurance \_\_\_\_\_

Workman's Comp \_\_\_\_\_ or \_\_\_\_\_ I will not have any employees

\_\_\_\_\_  
Signature of Applicant

Interviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**ANNUAL BOND  
CITY OF MARSHALLTOWN, IOWA**

**FORM OF BOND FOR EXCAVATION IN RIGHT OF WAY  
VARIOUS LOCATIONS CITYWIDE**

**BOND NO.** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_

hereinafter called the Principal and the \_\_\_\_\_

Bonding Company

hereinafter called the Surety, are held and firmly bound unto the City of Marshalltown, Iowa, in the total aggregate penal sum of Ten Thousand and no/100 (\$10,000.00) Dollars with a maximum permitted project penal sum of One Thousand and no/100 (\$1000.00) for the payment of which sum well and truly to be made unto the said City we do hereby severally and jointly bind ourselves, our heirs, administrators or assigns, firmly by these presents.

The conditions of the above obligation are such that if the said Principal shall faithfully perform each and every duty required of him as contractor and builder of permanent sidewalks under the laws of the State of Iowa and the ordinances of the City of Marshalltown, Iowa, and the rules, regulations and specifications for the construction of permanent sidewalks within the City, whether said sidewalks are constructed under contract with the property owners, upon petition of the property owners, under contract with the said City, or in any other lawful manner, and if the said Principal will maintain said improvement in good repair for a period of (4) four years from and after the date of acceptance thereof by the City and promptly restore the street pavement, sidewalks, curbing, parking, terrace or other portions of any street and promptly replace all excavations made by him, so as to leave the street in as good condition as before starting the work; and if he will save and hold the said City harmless from any damage or loss suffered by it on account of his failure or neglect so to do, or on account of any unfaithful or inadequate work done in connection with such sidewalk construction, and if he will pay all fines imposed on him for violation of any ordinance of said City in connection with such sidewalk construction, then this obligation shall be void, otherwise to remain in full force and effect during the period for which any such sidewalk construction by such principal shall have been guaranteed by the Principal, and specifications under which same were constructed.

IT IS ESPECIALLY STIPULATED AND AGREED That any petitioner or property owners for which the above said Principal shall construct permanent sidewalks within the City of Marshalltown, Iowa, under the plans and specifications adopted by the City Council for the building and construction of permanent sidewalks, shall have the right to avail himself of this bond, and all the rights hereunder and Security hereby given shall accrue to such petitioner or property owner as fully and completely as if such party were named herein, should such above bonded fail to comply full and completely with the obligation above set forth.

This bond may be terminated by the Surety by the giving of thirty (30) days written notice to the City of Marshalltown provided, however, that in the event of such termination, the Surety shall be relieved of liability hereunder only with respect to the breaches of Condition occurring on and after the effective date of such termination.

This bond shall be effective beginning on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and shall be continuous until cancelled by the Surety as provided above or released by the obligee.

(Bond shall include (4) four years of coverage from date of acceptance of completed work)

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_

Witness to Principal:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Bonding Company

Witness to Surety:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Surety Title

**SITE SPECIFIC BOND  
CITY OF MARSHALLTOWN, IOWA**

**FORM OF BOND FOR EXCAVATION IN RIGHT OF WAY**

**BOND NO.** \_\_\_\_\_

**PROJECT/ADDRESS LOCATION:** \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_

hereinafter called the Principal and the \_\_\_\_\_  
Bonding Company

hereinafter called the Surety, are held and firmly bound unto the City of Marshalltown, Iowa, in the penal sum of One Thousand and no/100 (\$1,000.00) Dollars, **for each permitted project**, for the payment of which sum well and truly to be made unto the said City we do hereby severally and jointly bind ourselves, our heirs, administrators or assigns, firmly by these presents.

The conditions of the above obligation are such that if the said Principal shall faithfully perform each and every duty required of him as contractor and builder of permanent sidewalks under the laws of the State of Iowa and the ordinances of the City of Marshalltown, Iowa, and the rules, regulations and specifications for the construction of permanent sidewalks within the City, whether said sidewalks are constructed under contract with the property owners, upon petition of the property owners, under contract with the said City, or in any other lawful manner, and if the said Principal will maintain said improvement in good repair for a period of (4) four years from and after the date of acceptance thereof by the City and promptly restore the street pavement, sidewalks, curbing, parking, terrace or other portions of any street and promptly replace all excavations made by him, so as to leave the street in as good condition as before starting the work; and if he will save and hold the said City harmless from any damage or loss suffered by it on account of his failure or neglect so to do, or on account of any unfaithful or inadequate work done in connection with such sidewalk construction, and if he will pay all fines imposed on him for violation of any ordinance of said City in connection with such sidewalk construction, then this obligation shall be void, otherwise to remain in full force and effect during the period for which any such sidewalk construction by such principal shall have been guaranteed by the Principal, and specifications under which same were constructed.

IT IS ESPECIALLY STIPULATED AND AGREED That any petitioner or property owners for which the above said Principal shall construct permanent sidewalks within the City of Marshalltown, Iowa, under the plans and specifications adopted by the City Council for the building and construction of permanent sidewalks, shall have the right to avail himself of this bond, and all the rights hereunder and Security hereby given shall accrue to such petitioner or property owner as fully and completely as if such party were named herein, should such above bonded fail to comply full and completely with the obligation above set forth.

This bond effective \_\_\_\_\_ to \_\_\_\_\_ inclusive. (Minimum of **(4) four years**)

WITNESS OUR HANDS this \_\_\_\_\_ day of \_\_\_\_\_

Witness to Principal:

\_\_\_\_\_  
Principal  
\_\_\_\_\_  
Bonding Company

Witness to Surety:

\_\_\_\_\_  
By: \_\_\_\_\_  
Surety Title