



Iowa Department of Transportation

SPECIAL PROVISIONS FOR WARRANTY TRANSFERS

Clinton County
NHSX-030-9(134)--3H-23

Effective Date
January 18, 2012

THE STANDARD SPECIFICATIONS, SERIES 2009, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SPECIAL PROVISIONS AND SHALL PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

PART 1 GENERAL.

1.01 SUMMARY.

- A.** Section Includes:
1. Transfer of warranties from State (or Manufacturer) to City of Clinton.
 2. Warranty bond naming the City of Clinton.

1.02 WARRANTY TRANSFER.

- A.** Prior to final payment, the Contractor shall transfer warranties for the following to the City of Clinton:
1. Perennial Plantings.
 2. Trees.
 3. High Performance Coatings (Powder Coat Paint).
 4. Traffic Signal Equipment.
- B.** A warranty bond in the amount of \$350,000 shall be executed in the name of the City of Clinton. Final payment shall not be made until after said bond is secured. The bond form included as a part of this special provision shall be utilized for this purpose.

1.03 METHOD OF MEASUREMENT AND BASIS OF PAYMENT.

- A.** Transfer of warranties and securing of the warranty bond shall be considered incidental to the items for which the warranties apply. No additional compensation shall be due to the contractor for these items. The form included as a part of this special provision shall be used for securing the bond.

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS; That

(Name of Contractor)

(Address of Contractor)

a Corporation, hereafter called Contractor, and

(Name of Surety)

(Address of Surety)

hereafter called Surety, are held and firmly bound unto

City of Clinton
(Name of Owner)

611 S. Third Street, Clinton, Iowa 52732
(Address of Owner)

hereafter called City, in the penal sum of three hundred fifty thousand dollars (\$ 350,000.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presences:

THE CONDITION OF THIS OBLIGATION is based upon a certain contract by and between Contractor and the Iowa Department of Transportation dated the _____ day of _____, 2012, a copy of which is hereto attached and made a part hereof, for the construction of Project Number NHSX-030-9(134)--3H-23, generally described as follows:

Reconstruction of U.S. Highway 30/67 (Camanche Avenue) from S. 14th Street to S. 5th Street in Clinton, Iowa.

NOW THEREFORE, if Contractor well, truly and faithfully performs its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original terms thereof, and any extensions thereof which may be granted by the City, with or without notice to Surety, and during the warranty periods described below, and if it satisfies all claims and demands incurred under such contract, and fully indemnifies and saves harmless the City from all costs and damages which City may suffer by reason of its failure to do so, and it reimburses and repays City all outlay and expense which City may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

- | | |
|-------------------------------|----------------------------------|
| Perennial Plantings: | 1-year warranty period |
| Trees: | 2-growing season warranty period |
| High Performance Coatings: | 5-year warranty period |
| Traffic Signal Equipment: | |
| - LED Signal Modules: | 5-year warranty period |
| - Video Detection System: | 2-year warranty period |
| - All Other Signal Equipment: | 1-year warranty period |

PROVIDED, FURTHER, that the said Surety, for value received hereby, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to Work to be performed thereunder or the Contract Documents accompanying the same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the Work or to the Contract Documents.

PROVIDED, FURTHER, that no final settlement between City and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in two or more counterparts, each one of which shall be deemed an original, this _____ day of _____, 2012.

SURETY:

CONTRACTOR AS PRINCIPAL:

By _____
Attorney-in-Fact

By _____

(Address)

(Address)

ATTEST:

ATTEST:

(Surety)

(Contractor as Principal)

[SEAL]

[SEAL]

(Witness as to Surety)

(Witness as to Contractor as Principal)

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If Contractor is a partnership, all partners should execute BOND.