

No. _____

CITY OF HIAWATHA
PROJECT MANUAL
for
2020
2020 WEST WILLMAN STREET PAVEMENT
REHABILITATION

CONTRACT NO. 4089-19-03

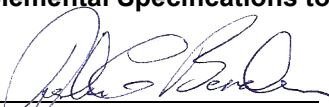
PREPARED BY
HALL & HALL ENGINEERS, INC.
1860 BOYSON ROAD
HIAWATHA, IOWA 52233

FILED IN THE OFFICE OF THE CITY CLERK ON THE
1ST DAY OF APRIL, 2020

Certification of the City Engineer

These Bid Documents are recommended for filing with the City Clerk.

(The Statewide Urban Design and Specifications (SUDAS) and City of Hiawatha, Iowa General Supplemental Specifications to SUDAS, 2018 Edition, shall apply to work on this project.)



City Engineer or Designee

04/07/20

Date

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**00005
CERTIFICATIONS
2020 WEST WILLMAN STREET PAVEMENT REHABILITATION
CONTRACT NO. 4089-19-03**

Certification of the Engineer of Record

I hereby certify these documents were prepared by me, or under my direct personal supervision, and I am a duly Licensed Professional Engineer under the laws of the State of Iowa.



Matt Johnson
Iowa License No. 17666
My License Renewal Date is 12/31/2020



Date



00100
NOTICE TO BIDDERS
NOTICE TO BIDDERS OF ADVERTISEMENTS FOR SEALED BIDS FOR
PROPOSED PUBLIC IMPROVEMENT
TO BE KNOWN AS 2020 WEST WILLMAN STREET PAVEMENT REHABILITATION
Contract No. 4089-19-03

Description of Public Improvement

The Public Improvement, upon which bids are requested, generally consists of subdrain installation, pavement patching, curb and gutter reconstruction, milling, and HMA overlay located at West Willman Street from 4th Avenue to North Center Point Road. The Engineer's estimate of probable cost is \$260,000.

Type of Bid

Bids shall be on a Unit Price basis.

Contract Time Information

Early Start Date: Upon Receipt of Notice to Proceed
Late Start Date: N/A
Milestones: None
Final Completion: Completion Date - 09/18/2020

Bid Opening, Time, Date and Location

Sealed Bids will be delivered to the Hiawatha Police Department, City Hall, Lower Level, 101 Emmons Street, Hiawatha, Iowa before 11:00 on April 28, 2020. Bids that are not received before this time will not be opened. The bids will be opened and read aloud at 11:00 am on April 28, 2020 at City Hall, 101 Emmons Street, Hiawatha, Iowa.

Contract Terms

Iowa Statewide Urban Design and Specifications (SUDAS), and City of Hiawatha, Iowa, General Supplemental Specifications to SUDAS, 2018 edition are applicable to this project, and are available on the City of Hiawatha' website (www.hiawatha-iowa.com).

Items included in the Project are exempt from State of Iowa and Local Option Sales and Use Taxes. Contractor is responsible for obtaining the exemption. Sales and Use taxes shall not be included in the Bid.

Pre-Bid Conference

A pre-Bid conference has not been scheduled for this Project.

Examination and Procurement of Documents

Copies of the Bidding Documents may be obtained from Rapids Reproductions through their website at <https://rapidsrepro.com/planroom/>; by phone at 319-364-2473; or in person at 6015 Huntington Ct NE, Cedar Rapids IA 52402. No deposit will be required for the documents.

Bid Documents may be examined at the following locations:

City of Hiawatha
Engineering Department
101 Emmons Street
Hiawatha, IA 52233
Ph. 319 393-1515
jbender@hiawatha-iowa.com

Master Builders of Iowa
221 Park Street
Des Moines, IA 50309
Ph. 515 288-8904
info@mbionline.com

Hall & Hall Engineers, Inc.
1860 Boyson Road
Hiawatha, Iowa 52233
Ph. (319) 362-9548
F. (319) 362-7595

Bid Security and Other Bonds

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent (100%) of the amount of the contract. The bidder's security shall be in the amount of five percent (5 %) of the bid and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents executed by a corporation authorized to contract as a surety in the State of Iowa. Bid security, other than said bid bond, shall be made payable to the City of Hiawatha. The bid shall contain no condition except as provided in the specifications.

Drug Free Workplace

The City of Hiawatha seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. All contractors and subcontractors shall be responsible for pre-employment drug screening of prospective employees. All contractors and subcontractors shall have in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code, and will be required to submit with their bid an affidavit attesting to this practice.

Applicable Laws and Regulations

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Code Chapter 73.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Non- Discrimination Notice

The City of Hiawatha, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

OWNER's Right to Reject Bids

The City Council of the City of Hiawatha reserves the right to reject any and all bids, to waive informalities and technicalities, and to enter into such contracts as it deems to be in the best interest of the City. The City reserves the right to defer acceptance of any proposal for 60 calendar days after the bids have been received and opened.

By order of the City Council, City of Hiawatha.

Dated this 1st day of April, 2020.

Kari Graber, City Clerk

Posted to City of Hiawatha website and statewide services on the 7th day of April, 2020.

00110
NOTICE OF PUBLIC HEARING
FOR 2020 WEST WILLMAN STREET PAVEMENT REHABILITATION

DESCRIBED AS:
SUBDRAIN INSTALLATION, PAVEMENT PATCHING, CURB AND GUTTER
RECONSTRUCTION, MILLING, AND HMA OVERLAY

AND LOCATED AT:
WEST WILLMAN STREET FROM 4TH AVENUE TO NORTH CENTER POINT ROAD

Contract No. 4089-19-03

At 5:30 pm, local time, on the 6th day of May, 2020 in the Council Chambers, 101 Emmons Street, Hiawatha, Iowa, the Hiawatha City Council shall hold a public hearing on the proposed improvements, including the plans, specifications, form of contract, and the opinion of the estimated total cost of the public improvements described thereby for the 2020 West Willman Street Pavement Rehabilitation project. The Hiawatha City Council has previously filed these documents with the City Clerk of the City of Hiawatha, Iowa. The City Engineer's opinion of the estimated total cost of the public improvements is \$260,000. The proceedings of the City Council referring to the proposed plans, specifications, form of contract, and cost opinion are also made part of this notice. At this hearing, any interested person may appear and file written and/or oral objections to the proposed plans, specifications, form of contract or estimated cost of the public improvements.

By order of the City Council, City of Hiawatha.

Dated this 1st day of April, 2020.

Kari Graber, City Clerk

Published in the Cedar Rapids Gazette on the 18th day of April, 2020.

00200
INSTRUCTIONS TO BIDDERS

The work comprising the above referenced project shall be constructed in accordance with the referenced edition of the SUDAS Standard Specifications and as modified by the Hiawatha General Supplemental Specifications to SUDAS Standard Specifications and supplementary conditions and special provisions included in the contract documents. The terms used in the contract documents are defined in said Standard Specifications. Before submitting a bid, a bidder shall review the requirements of Division 1, General Provisions and Covenants, and in particular, the sections regarding proposal requirements, bonding, contract execution and insurance requirements. All documents must be properly completed. Failure to complete and sign all documents and to comply with the requirements listed below may cause the bid to be non-responsive and not opened, read, or considered.

ARTICLE 1 – BID DOCUMENTS

1.01 Jurisdiction and the Engineer, in making copies of bid documents available, do so only for the purpose of obtaining bids for the work and do not confer a license or grant for any other use.

ARTICLE 2 - QUALIFICATIONS OF BIDDERS

2.01 Jurisdiction reserves the right to reject any bid that is not responsive to the proposal form or contract documents, or is not submitted by a responsive, responsible bidder.

2.02 Upon request of the Engineer, the apparent lowest responsive, responsible bidder, whose bid is under consideration for award of a contract, shall submit evidence of its financial resources, construction experience, and organization available for performance of the proposed work on a form provided by Jurisdiction. Failure to comply with this requirement may result in the rejection of consideration of such bid.

2.03 A bidder's ability to promptly secure the required bonds and insurance coverages for the proposed work, as well as the bidder's demonstrated ability to continuously maintain insurance coverages on past projects, may be considered an indication of financial responsibility and the bidder's qualification as a responsive, responsible bidder.

ARTICLE 3 - INTERPRETATIONS OF THE CONTRACT DOCUMENTS AND ADDENDA

3.01 If any prospective bidder is in doubt as to the true meaning of any parts of the contract documents, the bidder may request an interpretation from the Engineer, in writing, either through mail, fax or email. Questions received less than seven days prior to the date for opening bids may not be answered.

Contact individual shall be as follows:

Matt Johnson
Hall & Hall Engineers, Inc.
1860 Boyson Road
Hiawatha, Iowa 52233
Matt@halleng.com

Any interpretation of the contract documents will be made in writing and only by an addendum duly mailed or delivered to each prospective bidder who received, or in the future requests, contract documents from Jurisdiction. Only questions answered by Addenda will be binding. Oral and

other interpretations or clarifications will be without legal effect.

- 3.02 Addenda may be issued to clarify, correct, or change the contract documents as deemed advisable by Jurisdiction or the Engineer.

ARTICLE 4 - BID SECURITY

- 4.01 A bid must be accompanied by bid security as specified in the Notice to Bidders. The bid security must be in the amount of five percent (5%) of the total bid amount including all add alternates. Bidders shall not deduct the amount of deduct alternates in determining the amount of bid security.

The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.

All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to The City of Hiawatha, Iowa. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

ARTICLE 5 - SUBMITTAL OF BID

- 5.01 Each bidder shall furnish one copy of the bid documents including the Bid, Bid Form Attachments and Bid Bond or bid security, if required.

The following Bid Form Attachments are required:

- Equal Employment Opportunity/Non-Discrimination Policy Statement
- Non-Collusion Affidavit
- Affidavit of Drug Free Workplace Compliance
- Bidder Status Form

- 5.02 The bid and all attachments shall be signed. The signature must be an original signature in ink, signed by the same individual who is the Company Owner or an authorized Office of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The bidder must complete and submit the Bidder Status Form signed by an authorized representative of the bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is included and can be used to assist bidders in completing the Bidder Status Form.

- 5.03 The bid, including all bid form documents and bid attachments shall be submitted in a sealed envelope identified on the outside as the proposal with the project title and name and address of the bidder and time of the bid opening.

The bid security, if required, shall be submitted in a separate sealed envelope identified on the outside as bid security, and attached to the bid proposal. It is the sole responsibility of the bidder to assure its proposal and security are delivered to Jurisdiction prior to the time for opening bids. Any bid received after the scheduled time for the receiving of bids will be returned to the bidder unopened and will not be considered.

END OF SECTION 00200

**00300
BID**

PROJECT NAME: 2020 WEST WILLMAN STREET PAVEMENT REHABILITATION

CONTRACT NO: 4089-19-03

THIS BID IS SUBMITTED TO: Office of the City Clerk
City of Hiawatha
101 Emmons Street
Hiawatha, IA 52233

1.01 The undersigned bidder proposes and agrees, if this bid is accepted, to enter into a contract with Jurisdiction in the form included in the bid documents to perform all work as specified or indicated in the bid documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bid documents.

2.01 Bidder accepts all of the terms and conditions of the Notice to Bidders, including without limitation those dealing with the disposition of bid security. The bid will remain subject to acceptance for 60 days after the bid opening, or for such longer period of time that bidder may agree to in writing upon request of Jurisdiction. Bidder will sign and deliver the required number of counterparts of the Contract with the bonds, insurance certificates, and other documents required by the bid requirements within 15 days after Jurisdiction's Notice of Award.

3.01 In submitting this bid, bidder represents, as set forth in the Contract, that:

- A. Bidder has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished.
- B. Bidder has examined and carefully studied the following Addenda, receipt of all which is hereby acknowledged.

Addendum No. Addendum Date

- C. Bidder is familiar with and is satisfied as to all Federal, State, County, and City laws and regulations that may affect cost, progress and performance of the work.
- D. Bidder has given the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that bidder has discovered in the bid documents, and the written resolution thereof by the Engineer is acceptable to bidder.
- E. The bid documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work for which this bid is submitted.
- F. Bidder has obtained and is familiar with the referenced edition of SUDAS (Statewide Urban Design and Specifications and City of Hiawatha, Iowa General Supplemental

Specifications to SUDAS.

4.01 Include the following documents in the envelope with this Bid:

Equal Employment Opportunity/Non-Discrimination Policy Statement
Non-Collusion Affidavit
Affidavit of Drug Free Workplace Compliance
Bidder Status Form

5.01 Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities performed, determined as provided in the contract documents.

SUBMITTED on _____, _____.

Iowa Department of Labor Registration No./Contractor License No. _____.

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____
Email Address: _____
Date of Incorporation: _____

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Email Address: _____

Phone and FAX Number, Email Address and Mailing Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

UNIT PRICE BID
2020 WEST WILLMAN STREET PAVEMENT REHABILITATION
CONTRACT NO. 4089-19-03
CITY OF HIAWATHA, IOWA

The following prices per item shall be for furnishing and installing the various items of material and Work as specified and shown on the Drawings. Bidder agrees to perform all Work as shown on the Drawings and described in the Specifications for the following listed prices. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities.

Note: A price must be bid for each item in the Bid, even though the estimated quantity is zero. Unbalanced or unreasonable unit prices may cause rejection of the Bid. All numbers shall be either typewritten or in ink. Unit Price Bid values shall be listed to the nearest penny (no fractions of a penny, please).

Legal Name of Bidder: _____

Address of Bidder: _____

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
1.	2010-108-D-1	Topsoil, On-site	239	CY		\$
2.	2010-108-D-3	Topsoil, Off-site	73	CY		\$
3.	2010-108-E-0	Excavation, Class 10	367	CY		\$
4.	2010-108-I-0	Granular Subbase, 6"	505	SY		\$
5.	4020-108-A-1	Storm Sewer, 8", HDPE	102	LF		\$
6.	4040-108-A-0	Subdrain, Type 1, 8"	272	LF		\$
7.	4040-108-C-0	Subdrain Cleanout, Type A-1, 8"	1	EA		\$
8.	4040-108-D-0	Subdrain Connections, 8"	3	EA		\$
9.	4040-108-C-2	Storm Sewer Service Stub	19	LF		\$
10.	5020-108-F-0	Valve Box Extension	3	EA		\$
11.	6010-108-B-0	SW-512 Intake, Special, 8" (Nyloplast Inline Drain with Dome Casting)	2	EA		\$
12.	6010-108-F-0	Intake Adjustment, Major	1	EA		\$
13.	7010-108-E-0	Curb and Gutter, 2.5'	1,009	LF		\$
14.	7021-108-A-0	HMA Overlay, Interlayer Base Course, 3/8" Mix	152	TON		\$
15.	7021-108-A-0	HMA Overlay, Standard Traffic, Surface Course, 1/2" Mix, No Special Friction Requirement	265	TON		\$
16.	7030-108-A-0	Removal of Sidewalk	58	SY		\$
17.	7030-108-A-0	Removal of Driveway	199	SY		\$
18.	7030-108-E-0	Sidewalk, PCC, 5"	419	SY		\$
19.	7030-108-G-0	Detectable Warning	84	SF		\$
20.	7030-108-H-1	Driveway, Paved, PCC, 6"	205	SY		\$
21.	7030-108-H-2	Driveway, Graunlar Surfacing	10	TON		\$
22.	7040-108-A-0	Full Depth Patches, PCC, 7"	381	SY		\$

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
23.	7040-108-A-0	Full Depth Patches, HMA, 4"	14	SY		\$
24.	7040-108-A-0	Full Depth Patches, HMA, 9"	148	SY		\$
25.	7040-108-B-0	Subbase Over-excavation	140	TON		\$
26.	7040-108-E-2	Hot Mix Asphalt for Crack Filling	5	TON		\$
27.	7040-108-G-0	Milling	651	SY		\$
28.	7040-108-I-0	Curb and Gutter Removal	1,004	LF		\$
29.	8030-108-A-0	Temporary Traffic Control	1	LS		\$
30.	8940-108-C-0	Removal of Sign	1	EA		\$
31.	8940-108-D-0	Removal and Reinstallation of Sign	6	EA		\$
32.	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	0.5	AC		\$
33.	9040-108-D-1	Filter Sock, 8"	695	LF		\$
34.	9040-108-T-1	Inlet Protection Device, Surface Applied	8	EA		\$
35.	9070-108-A-0	Modular Block Retaining Wall	355	SF		\$
36.	11,020-108-A	Mobilization	1	LS		\$

TOTAL BID

COMPUTED TOTAL BID CONTRACT NO. 4089-19-03

(ITEMS 1 THROUGH 36)

\$ -

(Words)

(Numbers)

00410

EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION POLICY STATEMENT

1. This is to affirm that _____ (hereinafter referred to as Contractor)
(Contractor's Name)
has a policy of Non-Discrimination and providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, and specifically Iowa Statutes.
2. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, ancestry, age, marital status, families with children, sexual orientation, gender identity, genetic information, disability, status with regard to public assistance, status as a veteran, or any classification protected by federal, state, or local laws except where age and sex are essential bona fide occupational requirements, or where disability or handicap is a bona fide occupational disqualification.
3. Contractor will take Affirmative Action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff disciplinary action, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor, further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity.
4. Contractor will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontracts for construction projects that this employer engages in.
5. Contractor will commit the necessary time and resources, both financial and human to achieve the goals of Equal Employment Opportunity and Affirmative Action.
6. Contractor fully supports incorporation of nondiscrimination and affirmative action rules and regulations into contracts.
7. Contractor, or his collective bargaining representative, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice advising the said labor union or workers' representatives of Contractor's commitments under this selection.
8. Contractor will evaluate the performances of its management and supervisory personnel on the basis of their involvement in achieving the Affirmative Action objectives as well as other established criteria. Any employee of this organization, or subcontractor to this employer, or to who does not comply with the Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of the Federal, State, and Local governing bodies or agencies thereof, specifically Iowa statutes, will be subject to appropriate legal sanctions.
9. Contractor has appointed the following individual to manage the Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action program, as required by Federal, State, and Local agencies. An official for Contractor will receive and review reports of the progress of

the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact the following:

Company Name

Contact Individual

Address

City, State, Zip Code

Phone Number

10. Contractor, will include, or incorporate by reference, the provisions of this Equal Employment Opportunity/Nondiscrimination policy in every Contract, subcontract or purchase order unless exempt by the rules, regulations or orders of the Jurisdiction's Affirmative Action Program and will provide in every subcontract, or purchase order that said provision will be binding upon each Subcontractor and Supplier of Goods.

Signature of appropriate official

Date

Title

Representing

**00410
NON-COLLUSION AFFIDAVIT**

CITY OF HIAWATHA, IOWA

STATE OF _____

COUNTY OF _____

I, _____, representing _____, upon oath depose and state that neither (I/we) nor anyone in (my/our) employment has employed any person to solicit or procure this Contract, nor will (I/we) nor they make any payment or agreement for payment of any compensation in connection with the procurement of this Contract.

I further depose that this bid is not affected by, contingent on, or dependent on any other bid submitted for any improvement within the Jurisdiction, and

That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and

That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and

That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

I further depose and state that neither (I/we) nor anyone in (my/our) employment has either directly or indirectly entered into any Agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Subscribed and sworn before me this _____ day of _____, _____.

00410
AFFIDAVIT OF DRUG FREE WORKPLACE COMPLIANCE

We, the undersigned bidder, understand that the City of Hiawatha seeks to enhance worker safety by creating workplaces that are free of drugs and substance abuse. Therefore, all contractor and subcontractors shall be responsible for pre-employment drug screening of prospective employees.

We, the undersigned bidder, state that our firm has in place a drug and alcohol testing policy that conforms to the requirements of Iowa Code Section 730.5 "Private sector drug free workplaces" and "A Guide to Workplace Testing in Iowa", latest update. Random testing is and shall be conducted in conformance with Iowa Code Section 730.5 – 8.a. Post-accident testing shall be conducted in conformance with Iowa Code Section 730.5 – 8.a.

We further state that our company drug testing program, and that of our subcontractors, does or shall meet the requirements of the above-referenced Iowa Code Section if we are awarded the contract for the work. This affidavit will be included in the Contract by reference.

I hereby certify that the above information is true and correct and that the City may rely on the information provided.

THIS STATEMENT MUST BE NOTARIZED.

NAME OF BIDDER: _____

Signature: _____ Title: _____

Print Name: _____ Date: _____

Subscribed and sworn to before me on this ____ day of _____ 20____.

Notary Public in and for the State of _____

00410
BIDDER STATUS FORM

v. 3/22/19

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page)
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" to each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

You may attach additional sheets(s) if needed

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents?

Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____

Date: _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidders Status form. If at least one of the following describe your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been cancelled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization if filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

**00430
BID BOND**

BIDDER (Name and Address):

SURETY (Name and Address):

JURISDICTION (Name and Address):

BID

BID DUE DATE: _____
PROJECT (Brief Description Including Location): _____

BOND

BOND NUMBER: _____
DATE (Not later than Bid due date): _____

PENAL SUM: _____ (Words) _____ (Figures)

IN WITNESS WHEREOF, Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Bidder's Name and Corporate Seal (Seal)

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

Attest: _____
Signature and Title

Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to Bidder, Surety, Jurisdiction, or other party shall be considered plural where applicable.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Jurisdiction upon default of bidder the penal sum set forth on the face of this bond.
2. Default of bidder shall occur upon the failure of bidder to deliver within the time required by the bid documents (or any extension thereof agreed to in writing by Jurisdiction) the executed contract required by the bid documents and any performance and payment bonds required by the bid documents.
3. This obligation shall be null and void if:
 - 3.1. Jurisdiction accepts bidder's bid and bidder delivers within the time required by the bid documents (or any extension thereof agreed to in writing by Jurisdiction) the executed contract required by the bid documents and any performance and payment bonds required by the bid documents, or
 - 3.2. All bids are rejected by Jurisdiction, or
 - 3.3. Jurisdiction fails to issue a Notice of Award to bidder within the time specified in the bid documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Jurisdiction, which notice will be given with reasonable promptness, identifying this bond and the project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Jurisdiction and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from bid due date without Surety's written consent.
6. No suit or action shall be commenced under this bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after bid due date.
7. Any suit or action under this bond shall be commenced only in a court of competent jurisdiction located in the state of Iowa.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this bond on behalf of Surety to execute, seal and deliver such bond and bind the Surety thereby.
10. This bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this bond shall be deemed to be included herein as if set forth at length. If any provision of this bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a bid, offer or proposal as applicable.

**00500
CONTRACT
2020 WEST WILLMAN STREET PAVEMENT REHABILITATION
CONTRACT NO. 4089-19-03
THE CITY OF HIAWATHA, IOWA**

THIS CONTRACT is by and between the City of Hiawatha, Iowa (hereinafter referred to as “Jurisdiction”) and [CONTRACTOR] (hereinafter called “Contractor”). Jurisdiction and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - THE PROJECT

1.01 The project for which the work under the contract documents may be the whole or only a part is generally referred to as follows:

2020 West Willman Street Pavement Rehabilitation

ARTICLE 2 - WORK

2.01 Contractor shall complete all work as specified or indicated in the contract documents, which is generally described as follows:

The work generally consists of subdrain installation, pavement patching, curb and gutter reconstruction, milling, and HMA overlay located at West Willman Street from 4th Avenue to North Center Point Road.

ARTICLE 3 - ENGINEER

3.01 The project will be administered by City of Hiawatha Engineering Department, who is hereinafter called Engineer, and who is to act as Jurisdiction’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*

All time limits for Milestones, if any, and completion and readiness for final payment as stated in the contract documents are of the essence of the contract.

4.02 *Dates for Completion*

All work will be completed in accordance with SUDAS 1080 as follows:

Overall Project

Early Start Date: Upon Receipt of Notice to Proceed

Late Start Date: N/A

Dates for Completion: A completion date has been specified for this contract. All work shall be completed by 09/18/2020.

Motivation: Liquidated damages of \$500 per day shall be charged per Article 4.04.

4.03 *Dates for Milestones*

In addition to final completion times, there are Milestones by which certain work items must be completed.

None

4.04 *Liquidated Damages*

Time is of the essence of this contract. As a delay in the diligent prosecution of the work may create additional costs to Jurisdiction, it is important the work be prosecuted vigorously to completion. If work is not completed within the times specified in this Article (including Milestones), plus any extensions thereof allowed in accordance with SUDAS 1080 1.09, a deduction at the liquidated damages rate specified will be made for each and every calendar day or working day, whichever is specified, that the contract remains uncompleted after expiration of the contract and/or Milestone time.

The liquidated damages rate specified is hereby agreed upon as the true and actual damages due the Jurisdiction for loss to the Jurisdiction and to the public due to obstruction of traffic, interference with business, and/or increased costs to the Jurisdiction such as engineering, administration, and inspection after the expiration of the contract time or Milestones or extensions thereof.

ARTICLE 5 - CONTRACT PRICE

5.01 Jurisdiction shall pay Contractor for completion of the work in accordance with the contract documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs below:

- A. For all unit price work, an amount equal to the total of the established unit price for each separately identified item of unit price work times the quantity of that item performed and measured as indicated in the contract documents.
- B. For all accepted supplemental unit price work, the total of the established unit price for each separately identified item as indicated in Exhibit 00500-B times the quantity of that item performed and measured as indicated in the contract documents.
- C. For lump sum work, the percentage of the work performed times the lump sum price.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Quantity cutoff is the 4th Friday of each month. Contractor shall sign-off on Engineer generated pay application and, if applicable, change order documents within 14 calendar days of the 4th Friday of month, or as per Jurisdiction generated processing schedule. Contractor's Application for Payment will be processed by Engineer as provided in SUDAS 1090 1.05.
- B. Contractor shall have a Vendor Registration Certificate on file or obtain one with the City of Hiawatha Finance Department no later than the first day of the month of the first progress payment.

6.02 *Retainage*

- A. Pursuant to Iowa Code Chapter 573, Jurisdiction shall retain from each monthly progress payment five percent (5%) of the amount determined to be due according to the estimate of the Engineer. Early release of retained funds may be requested by Contractor according to Iowa Code Section 26.13.

6.03 *Final Payment and Release of Retainage*

- A. Upon final completion and acceptance of the work in accordance with SUDAS 1090 1.08, Jurisdiction shall pay the remainder of the contract price as recommended by Engineer as provided in SUDAS 1090 1.08. Release of retainage shall be pursuant to Iowa Code Chapter 573, and per SUDAS 1090 1.06.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has carefully examined the site of the proposed work; the plans, specifications, and all other contract documents; and that the bidder is fully informed concerning the requirements of the contract, the physical conditions to be encountered in the work, and the character, quality, and the quantity of work to be performed, as well as materials to be furnished.
- B. Contractor is familiar with and is satisfied as to all Federal, State, County, and City laws, ordinances, orders and regulations that may affect cost, progress and performance of the work.
- C. 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.
- D. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
- E. Contractor is competent and has sufficient equipment, personnel and financial resources to perform work in accordance with the Contract Documents.

ARTICLE 8 - CONTRACT DOCUMENTS8.01 *Contract Includes:*

- A. The Contract Documents consist of the following items (either bound herein or separately) as marked with an "X".

Included	
	1. This Contract:
X	a. 00500 - Contract
X	b. 00500-A – Unit Price Work
	c. 00500-B – Supplemental Unit Price Work
X	2. 00100 – Notice to Bidders
X	3. 00110 – Notice of Public Hearing
	4. 00200 – Instructions to Bidders
X	5. 00300 – Bid, as submitted by Contractor
X	6. 00300-A - Bid Exhibit
X	7. 00410 – Bid Form Attachments Equal Employment Opportunity/Non-Discrimination Policy Statement Non-Collusion Affidavit Affidavit of Drug Free Workplace Compliance Bidder Status Form
X	8. 00610 – Performance Bond
X	9. 00620 – Payment Bond
X	10. 00630 – Maintenance Bond
	11. Other Bonds a. [Name of Bond] b. [Name of Bond] c. [Name of Bond]
X	12. Statewide Urban Design and Specifications (SUDAS) and City of Hiawatha, Iowa Standard Supplemental Specifications to SUDAS, 2018 edition
X	13. 00800 – Supplementary Conditions
	14. 01000 – Special Provisions
X	15. Plans
	16. Addenda (numbers [#] to [#], inclusive)
	17. The following which may be delivered or issued on or after the date of the Contract: a. Insurance Certificates; b. Notice to Proceed; c. Written Amendments; d. Work Change Directives; e. Change Orders.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Unless otherwise indicated, terms used in this Contract will have the meanings indicated in the SUDAS Specifications.

9.02 *Assignment of Contract*

- A. 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, moneys that may become due and moneys that are 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. Jurisdiction and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, 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 Jurisdiction 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.

IN WITNESS WHEREOF, Jurisdiction and Contractor have signed this Contract in duplicate. One counterpart each has been delivered to Jurisdiction and Contractor. All portions of the Contract Documents have been signed or identified by Jurisdiction and Contractor or on their behalf.

This Contract will be effective on the date the award is approved by the City Council as acting on behalf of the Jurisdiction.

Jurisdiction: _____ Contractor: _____

By: _____ By: _____

(Title) (Title)

Date: _____ Date: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest _____ Attest _____

Address for giving notices: Address for giving notices:

City of Hiawatha _____

City Clerk _____

101 Emmons Street _____

Hiawatha, IA 52233 _____

License No. _____

License No. _____

(Where applicable)

Agent for service of process:

Designated Representative: Designated Representative:

Name: John Bender _____ Name: _____

Title: City Engineer _____ Title: _____

Address: Hiawatha Engineering Dept. _____ Address: _____

101 Emmons Street _____

Hiawatha, IA 52233 _____

Phone: 319-393-1515 x511 _____ Phone: _____

Facsimile: 319-393-1516 _____ Facsimile: _____

Email _____ Email _____

Address: Jbender@hiawatha-iowa.com _____ Address: _____

INSTRUCTIONS FOR EXECUTING CONTRACT

If the Contract is to be signed by the secretary of the corporation, the certificate below should be executed by some other officer of the corporation, under the corporate seal. **In lieu of the foregoing certificate, there may be attached to the Contract, copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.**

The full name and business address of Contractor should be inserted and the Contract should be signed with Contractor's official signature. Please have the name of the signing party printed under all signatures of the Contract.

If Contractor is operating as a partnership, each partner should sign the Contract. If the Contract is not signed by each partner, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Contract for and in behalf of the partnership.

If Contractor is an individual, the trade name (if Contractor is operating under a trade name) should be indicated in the Contract and the Contract should be signed by such individual. If signed by other than Contractor, there should be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of Contractor.

If Contractor is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as Contractor herein above; that _____, who signed the foregoing Contract on behalf of Contractor was then _____ of said corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate Seal)

END OF SECTION 00500

UNIT PRICE WORK
2020 WEST WILLMAN STREET PAVEMENT REHABILITATION
CONTRACT NO. 4089-19-03
CITY OF HIAWATHA, IOWA

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
1.	2010-108-D-1	Topsoil, On-site	239	CY		\$
2.	2010-108-D-3	Topsoil, Off-site	73	CY		\$
3.	2010-108-E-0	Excavation, Class 10	367	CY		\$
4.	2010-108-I-0	Granular Subbase, 6"	505	SY		\$
5.	4020-108-A-1	Storm Sewer, 8", HDPE	102	LF		\$
6.	4040-108-A-0	Subdrain, Type 1, 8"	272	LF		\$
7.	4040-108-C-0	Subdrain Cleanout, Type A-1, 8"	1	EA		\$
8.	4040-108-D-0	Subdrain Connections, 8"	3	EA		\$
9.	4040-108-C-2	Storm Sewer Service Stub	19	LF		\$
10.	5020-108-F-0	Valve Box Extension	3	EA		\$
11.	6010-108-B-0	SW-512 Intake, Special, 8" (Nyloplast Inline Drain with Dome Casting)	2	EA		\$
12.	6010-108-F-0	Intake Adjustment, Major	1	EA		\$
13.	7010-108-E-0	Curb and Gutter, 2.5'	1,009	LF		\$
14.	7021-108-A-0	HMA Overlay, Interlayer Base Course, 3/8" Mix	152	TON		\$
15.	7021-108-A-0	HMA Overlay, Standard Traffic, Surface Course, 1/2" Mix, No Special Friction Requirement	265	TON		\$
16.	7030-108-A-0	Removal of Sidewalk	58	SY		\$
17.	7030-108-A-0	Removal of Driveway	199	SY		\$
18.	7030-108-E-0	Sidewalk, PCC, 5"	419	SY		\$
19.	7030-108-G-0	Detectable Warning	84	SF		\$
20.	7030-108-H-1	Driveway, Paved, PCC, 6"	205	SY		\$
21.	7030-108-H-2	Driveway, Granular Surfacing	10	TON		\$
22.	7040-108-A-0	Full Depth Patches, PCC, 7"	381	SY		\$
23.	7040-108-A-0	Full Depth Patches, HMA, 4"	14	SY		\$
24.	7040-108-A-0	Full Depth Patches, HMA, 9"	148	SY		\$
25.	7040-108-B-0	Subbase Over-excavation	140	TON		\$
26.	7040-108-E-2	Hot Mix Asphalt for Crack Filling	5	TON		\$
27.	7040-108-G-0	Milling	651	SY		\$
28.	7040-108-I-0	Curb and Gutter Removal	1,004	LF		\$
29.	8030-108-A-0	Temporary Traffic Control	1	LS		\$
30.	8940-108-C-0	Removal of Sign	1	EA		\$

BID ITEM NO.	STD ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE BID (Numbers)	EXTENSION
31.	8940-108-D-0	Removal and Reinstallation of Sign	6	EA		\$
32.	9010-108-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	0.5	AC		\$
33.	9040-108-D-1	Filter Sock, 8"	695	LF		\$
34.	9040-108-T-1	Inlet Protection Device, Surface Applied	8	EA		\$
35.	9070-108-A-0	Modular Block Retaining Wall	355	SF		\$
36.	11,020-108-A	Mobilization	1	LS		\$

TOTAL BID

COMPUTED TOTAL BID CONTRACT NO. 4089-19-03 **(ITEMS 1 THROUGH 36)**

_____ \$ _____ -

(Words) (Numbers)

**00610
PERFORMANCE BOND**

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
Jurisdiction (Name and Address):	
CONTRACT Date: Amount: Description (Name and Location):	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and Contractor, intending to be legally bound hereby, subject to the terms included in this Section 00610, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: _____

SURETY
Company: _____ (Corp. Seal)
Signature: _____

Name and Title:

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: _____

SURETY
Company: _____ (Corp. Seal)
Signature: _____

Name and Title:

Name and Title:

FOR USE BY JURISDICTION ONLY

REVIEWED BY JURISDICTION

Signature _____ Date _____

Name and Title _____

1. Contractor and the Surety, jointly and severally, bind themselves, their heirs. Executors, administrators, successors and assigns to Jurisdiction for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, the Surety and Contractor have no obligation under this bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no Jurisdiction Default, the Surety's obligation under this bond shall arise after:
 - 3.1. Jurisdiction has notified Contractor and the Surety at the addresses described in paragraph 10 below, that Jurisdiction is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If Jurisdiction, Contractor and the Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such a contract shall not waive Jurisdiction's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Jurisdiction has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than twenty days after Contractor and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. Jurisdiction has agreed to pay the balance of the contract price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another Contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When Jurisdiction has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Jurisdiction, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified Contractors acceptable to Jurisdiction for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Jurisdiction and Contractor selected with Jurisdiction's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Jurisdiction the amount of damages as described in paragraph 6 in excess of the balance of the contract price incurred by Jurisdiction resulting from the Contractor's Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new Contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to Jurisdiction and, as soon as practicable after the amount is determined, tender payment therefor to Jurisdiction; or
 - 4.4.2. Deny liability in whole or in part and notify Jurisdiction citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice

from Jurisdiction to the Surety demanding that the Surety perform its obligations under this bond, and Jurisdiction shall be entitled to enforce any remedy available to Jurisdiction. If the Surety proceeds as provided in paragraph 4.4, and Jurisdiction refuses the payment tendered or the Surety has denied pliability, in whole or in part, without further notice Jurisdiction shall be entitled to enforce any remedy available to Jurisdiction.

6. After Jurisdiction has terminated Contractor's right to complete the Contract, and if the Surety elects to act under paragraph 4.1. 4.2. or 4.3 above, then the responsibilities of the Surety to Jurisdiction shall not be greater than those of Contractor under the Contract, and the responsibilities of Jurisdiction to the Surety shall not be greater than those of Jurisdiction under the Contract. To a limit of the amount of this Bond, but subject to commitment by Jurisdiction of the balance of the contract price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or nonperformance of Contractor.
7. The Surety shall not be liable to Jurisdiction or others for obligations of Contractor that are unrelated to the Contract, and the balance of the contract price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Jurisdiction or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceedings legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the state of Iowa and shall be instituted within two years after the Contractor Default or within two years after Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, Jurisdiction or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1 Balance of the Contract Price: The total amount payable by Jurisdiction to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Jurisdiction in settlement of insurance or other claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

- 12.2. Contract: The Agreement between Jurisdiction and Contractor identified on the signature page, including all contract documents and changes thereto.
- 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. Jurisdiction Default: Failure of Jurisdiction, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**00620
PAYMENT BOND**

Any singular reference to Contractor, Surety, Jurisdiction or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
Jurisdiction (Name and Address):	
CONTRACT Date: Amount: Description (Name and Location):	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and Contractor, intending to be legally bound hereby, subject to the terms included in this Section 00620, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: _____

SURETY
Company: _____ (Corp. Seal)
Signature: _____

Name and Title:

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corp. Seal)
Signature: _____

SURETY
Company: _____ (Corp. Seal)
Signature: _____

Name and Title:

Name and Title:

FOR USE BY JURISDICTION ONLY

REVIEWED BY JURISDICTION

Signature _____ Date _____

Name and Title _____

1. Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to Jurisdiction to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Jurisdiction, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless Jurisdiction from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided Jurisdiction has promptly notified Contractor and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, Liens or suits to Contractor and the Surety, and provided there is no Jurisdiction Default.
3. With respect to claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to claimants under this bond until:
 - 4.1. Claimants who are employed by or have a direct Contract with Contractor have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to Jurisdiction, stating that a claim is being made under this bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct Contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Jurisdiction, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to Jurisdiction, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice required by paragraph 4 is given by Jurisdiction to Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the claimant, with a copy to Jurisdiction, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this bond, and the amount of this bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by Jurisdiction to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By Contractor furnishing and Jurisdiction accepting this bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and the Surety under this bond, subject to Jurisdiction's priority to use the funds for the completion of the work.
9. The Surety shall not be liable to Jurisdiction. Claimants or others for obligations of Contractor that are unrelated to the Contract. Jurisdiction shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a claimant under this bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, Jurisdiction or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Jurisdiction or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this bond, the Contractor shall promptly furnish a copy of this bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct Contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this bond shall be to include without limitation in the terms 'labor, materials or equipment' that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the work of Contractor and the Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2. Contract: The agreement between Jurisdiction and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Jurisdiction Default: Failure of Jurisdiction, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

**00630
MAINTENANCE BOND**

CONTRACTOR (Name and Address):	SURETY (Name and Address of Principal Place of Business):
Jurisdiction (Name and Address):	
CONTRACT Date: Amount: Description (Name and Location):	
BOND Date (Not earlier than Contract Date): Amount: Modifications to this Bond Form:	

Surety and Contractor, intending to be legally bound hereby, subject to the terms included in this Section 00630, do each cause this Maintenance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)
 Signature: _____

SURETY
 Company: _____ (Corp. Seal)
 Signature: _____

Name and Title:

Name and Title:
 (Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
 Company: _____ (Corp. Seal)
 Signature: _____

SURETY
 Company: _____ (Corp. Seal)
 Signature: _____

Name and Title:

Name and Title:

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REVIEWED BY JURISDICTION

Signature _____ Date _____

Name and Title _____

KNOW ALL BY THESE PRESENTS: That we _____ of _____ as Principal , and _____ an _____ corporation of _____, _____, and authorized to do business in the State of _____ as Surety, are held and firmly bound unto _____ in the penal sum of _____ (\$_____) Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their, and each of their heirs, executors, and administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a certain contract, dated _____, to furnish all the material and labor necessary for the construction of _____ in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the said Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of four years from the date of acceptance of the work under said contract _____ and

WHEREAS, the said _____, (surety) of _____ Iowa, for a valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said _____ as aforesaid;

NOW, THEREFORE, the Condition of This Obligation is Such, that if the said Principal does and shall, at his/her own cost and expense, remedy any and all defects that may develop in said work, within the period of _____ Years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work , then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

SIGNED, AND DELIVERED this _____ day of _____ A.D., _____

Principal

By _____

Surety

By _____
Attorney-in-Fact

00800
SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the referenced edition of SUDAS and the Hiawatha General Supplemental Specifications to SUDAS Standard Specifications, Division 1 and other provisions of the contract documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC 1070 3.01 C. Add the following:

The maintenance period for this project is four years. This shall be specified in the maintenance portion of the bond.

In addition to the insurance coverage required in the Hiawatha General Supplemental Specifications, the following is also required for this project:

SC 1080 1.02 Contract Times

C. Definitions

1. Closure Day: a calendar day during which traffic is restricted or totally prohibited within the limits specified and to the degree specified in the contract documents. Extension of time due to delays will not typically be considered. The number of closure days specified assumes some delays due to weather.
2. No-Excuse Completion: Completion of work within the specified date or days. No time extensions will be considered for delays.

END OF SECTION 00800