

Contract Documents

for

***SE LITTLE BEAVER DR
AND SE 4TH ST
RECONSTRUCTION***

Prepared for:

*City of Grimes
Engineering Department
410 SE Main Street #102
Grimes, Iowa 50111*


CITY OF
GRIMES

Prepared by:



Prepared for:

***City of Grimes
Engineering Department
410 SE Main Street #102
Grimes, IA 50111***

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>													
	<hr/> <table><tr><td>Nichole Sungren</td><td>Date</td></tr><tr><td>License Number 18431</td><td></td></tr><tr><td>My license renewal date is 12/31/2026</td><td></td></tr><tr><td>Pages or sheets covered by this seal:</td><td></td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	Nichole Sungren	Date	License Number 18431		My license renewal date is 12/31/2026		Pages or sheets covered by this seal:						
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Prepared by:



TABLE OF CONTENTS

BIDDING INFORMATION

NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING
INSTRUCTIONS TO BIDDERS
PROPOSAL
BID BOND
CONTRACT
PERFORMANCE, PAYMENT, AND MAINTENANCE BOND
NPDES GENERAL PERMIT CONTRACTUAL REQUIREMENTS
NOTICE TO PROCEED

PAGES

NBH-1 to NBH-4
IB-1 to IB-4
PP-1 to PP-10
BB-1 to BB-2
CT-1 to CT-8
PPM-1 to PPM-4
GP-1 to GP-2
NP-1 to NP-2

SPECIAL PROVISIONS

N/A

APPENDICES

N/A

SUPPLEMENTAL SPECIFICATIONS

The most recent edition of the City of Grimes SUDAS Supplemental Specifications shall apply to all work performed on this project unless otherwise noted herein. **The Contractor is required to have a copy of the most recent edition of the Supplemental Specifications on the job site at all times.**

An electronic copy of the Supplemental Specifications is available at www.grimesiowa.gov under the “Departments” section by selecting “Engineering Division” then “here” in the last paragraph. The electronic copy can be printed free of charge.

CODE OF CONDUCT

CC-1 to CC-2

STANDARD SPECIFICATIONS

The most recent editions, as per the project letting date, of the Statewide Urban Design and Specifications (SUDAS) Standard Specifications, the Iowa Department of Transportation (Iowa DOT) Standard Specifications (where applicable), and the Iowa DOT Materials I.M.s (where applicable), shall apply to all work performed on this project unless otherwise noted herein, or within the Special Provisions included in the Contract Documents.

- In addition to the Contract Documents, the Contractor is required to have a copy of the most recent edition of the SUDAS Standard Specifications Manual on the job site at all times.
- A paper copy of the SUDAS Standard Specifications Manual may be purchased at the following link: www.iowasudas.org/order-the-manuals/.
- An electronic copy of the SUDAS Standard Specifications Manual may be found at the SUDAS website: www.iowasudas.org. The electronic copy can be printed free of charge.

**NOTICE TO BIDDERS AND
NOTICE OF PUBLIC HEARING**

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

CITY OF GRIMES, IOWA PUBLIC IMPROVEMENT PROJECT

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement

Notice is hereby given that a public hearing will be held by the **City of Grimes, Iowa** on the proposed Contract Documents (plans, specifications, and form of contract), and estimated total cost for the **SE Little Beaver Dr and SE 4th St Reconstruction** project at its meeting at **5:30 P.M. on the 11th day of February, 2025**, in the City Council Chambers, Grimes Community Complex, 410 SE Main Street #202, Grimes, Iowa, 50111.

Time and Place for Filing Sealed Proposals

Sealed bids for the work comprising the improvements as stated below must be filed before **10:30 A.M.** according to the clock in the City Council Chambers on the **4th day of February, 2025**, at the reception desk in Grimes Community Complex, 410 SE Main Street #102, Grimes, Iowa, 50111. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened by the City Clerk and bids tabulated **at 10:30 A.M. on the 4th day of February, 2025**, in said City Council Chambers, 410 SE Main Street #202. Bids will be considered by the City of Grimes City Council at its meeting at **5:30 P.M. on the 11th day of February, 2025**, in said City Council Chambers, 410 SE Main Street #202. The City Council may award a Contract at said meeting, or at such other time and place as shall then be announced.

Commencement of Work

Work on the improvement shall be commenced any time after a written Notice to Proceed is issued, **no later than May 13, 2025**, and shall be completed as stated below. The Notice to Proceed will be issued after the preconstruction conference, which is expected to occur in Winter 2025.

Work on the improvement is prohibited on June 5-7, 2025, due to the Governor's Day celebration.

Contract Documents

A copy of said plans, specifications, and form of contract, and estimated total cost is now on file in the office of the City Clerk and may be examined at Grimes City Hall, 101 NE Harvey Street, Grimes, Iowa, 50111.

An electronic copy of the Contract Documents is available at www.grimesiowa.gov under the "Business" section by selecting "Bids & RFPs" then "Project Bids" for no cost. Project information, estimated total cost and plan holder information is available for no cost at the same link. Downloads of the Contract Documents require the user to register for a free membership at www.QuestCDN.com. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than QuestCDN or from the Engineer.

Paper copies of the Contract Documents are available from the MSA Professional Services, Inc., 1555 SE Delaware Ave, Suite F, Ankeny, IA 50021, for a fee of Fifty Dollars (\$50.00) per set and a non-refundable (separate check) shipping fee of \$10.00. The printing fee is refundable, provided the following conditions are met: (1) The Contract Documents are returned complete and in a reusable condition, and (2) they are returned within fourteen (14) calendar days after the award of the project. You must call 515-964-1920 in advance to reserve a paper copy.

Preference of Products and Labor

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

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.

Failure to submit a fully completed and accurate Bidder Status Form with the Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

General Nature of the Public Improvement

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The SE Little Beaver Dr and SE 4th St Reconstruction project includes removal and PCC paving of the existing pavement along SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive in the City of Grimes.

The construction includes approximately 4,900 SY of 7" PCC Pavement, 5,600 SY of 6" Granular Subbase, 97 SY of Temporary 4" PCC, 1,320 LF of storm sewer less than or equal to 30-in diameter, 16 intakes, and 3 manholes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

Bid Security

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 City of Grimes, 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 fixed in the Instructions to Bidders 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 with corporate Surety satisfactory to the City of Grimes. The bid shall contain no condition except as provided in the specifications.

The City of Grimes reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Performance, Payment, and Maintenance Bond

Each successful Bidder will be required to furnish a corporate Surety Bond in an amount equal to one hundred percent (100%) of its Contract price. Said Bond shall be issued by a responsible Surety approved by the City of Grimes and shall guarantee the faithful performance of the Contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless the City of Grimes from claims and damages of any kind caused by the operations of the Contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of **four (4)** years from and after acceptance of the Contract.

Title VI Compliance

The City of Grimes, Iowa, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

Payment

Payments will be made on the basis of estimates prepared by the Contractor and approved by the Engineer, solely for the purpose of payment; approval by the Engineer, or the City Council, shall not be deemed as approval or acceptance of the workmanship or materials. The Contractor will be compensated for 95% of the work completed during a payment period, with the remaining 5% being retained in accordance with the Iowa Code. Regular payments approved by the Engineer will be made following the next scheduled City Council meeting. The retainage payment will be released following acceptance of the project by the City of Grimes and satisfaction of the retainage payment provisions and requirements stipulated in the Iowa Code.

Sales Tax Exemption

The City of Grimes will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation into the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

Completion of Work

The Contractor shall substantially complete the overall project within **one hundred (100)** working days. Substantial completion for the overall project shall be defined as all utility, grading, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

The City of Grimes does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City.

This Notice is given by authority of the City Council of the City of Grimes, Iowa.

Dated at Grimes, Iowa, this **14th day of January, 2025.**

Scott Mikkelsen, Mayor

ATTEST:

Rachel Greving, City Clerk

Posted to the Iowa League of Cities and the Master Builders of Iowa websites the **17th day of January, 2025.**

Published in a newspaper with local circulation the **31st day of January, 2025**

INSTRUCTIONS TO BIDDERS

Project Name: SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The work comprising the above referenced project shall be constructed in accordance with the most recent edition of the SUDAS Standard Specifications and as further modified by Supplemental Specifications and Special Provisions included in the Contract Documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution, and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn 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 executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. 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 **City of Grimes, 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.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders and Notice of Public Hearing. It is the sole responsibility of the Bidder to see that its Proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any Proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgement of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>_____</u>

- Part G – Identity of Bidder

Sign the Proposal. The signature of the Proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer 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 Proposal may result in the Proposal being deemed non-responsive and may result in the Proposal being rejected.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the Contract Documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

III. ELECTRONIC SUPPORT FILES

Electronic support files, if available, will be provided by the Engineer upon written request from the Bidder. Use of electronic support files shall be governed by SUDAS Standard Specifications Section 1040, 1.05. Should there be a discrepancy between an electronic support file and a contract document, the Contract Documents shall govern.

IV. SPECIALTY ITEMS

The following items have been identified by the Jurisdiction as “specialty items” for the Contract:

<u>NO.</u>	<u>SPECIALTY ITEM</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____

PROPOSAL

PROPOSAL: PART A – SCOPE

The **City of Grimes**, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The SE Little Beaver Dr and SE 4th St Reconstruction project includes removal and PCC paving of the existing pavement along SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive in the City of Grimes.

The construction includes approximately 4,900 SY of 7” PCC Pavement, 5,600 SY of 6” Granular Subbase, 97 SY of Temporary 4” PCC, 1,320 LF of storm sewer less than or equal to 30-in diameter, 16 intakes, and 3 manholes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the Contract Documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____
ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the Contract, if any, to be to the lowest responsible, responsive Bidder; and
2. Reject any or all alternates in determining the items to be included in the Contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the Contract Documents or in the Proposal quantities as it determines necessary in accordance with the Contract Documents after execution of the Contract. Such alterations shall not be considered a waiver of any conditions of the Contract Documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a Contract, if this Proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a Performance, Payment, and Maintenance Bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such Contract and/or to furnish said Bond; and
3. Commence the work on this project on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **ninety (90)** working days. Substantial completion for the overall project shall be defined as all utility, grading, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this Proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. 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
4. 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
5. That the individual(s) executing this Proposal have the authority to execute this Proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this Proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

<input type="checkbox"/>	Individual, Sole Proprietorship	_____
<input type="checkbox"/>	Partnership	Bidder
<input type="checkbox"/>	Corporation	_____
<input type="checkbox"/>	Limited Liability Company	Signature
<input type="checkbox"/>	Joint-venture: all parties must join-in and execute all documents	By: _____
<input type="checkbox"/>	Other	Name (Print/Type)

		Title

		Street Address

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

City, State, Zip Code

Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

Name

Title

NOTE:

- The signature on this Proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.**

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
EARTHWORK					
2.01	Clearing and Grubbing	LS	1	\$	\$
2.02	Topsoil, On-site, Compost-amended	CY	535	\$	\$
2.03	Excavation, Class 10	CY	90	\$	\$
2.04	Excavation, Class 10, Borrow	CY	134	\$	\$
2.05	Below Grade Excavation (Core Out)	CY	560	\$	\$
2.06	Subgrade Preparation, 6-in. Thickness	SY	5600	\$	\$
2.07	Subgrade Treatment, Geogrid	SY	560	\$	\$
2.08	Subbase, Granular, 6-in. Thickness	SY	5600	\$	\$
2.09	Compaction Testing, Moisture & Density Control	LS	1	\$	\$
TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	Trench Compaction Testing	LS	1	\$	\$
SEWERS AND DRAINS					
4.01	Storm Sewer, Trenched, PVC, 6-in.	LF	10	\$	\$
4.02	Storm Sewer, Trenched, RCP, 15-in.	LF	676	\$	\$
4.03	Storm Sewer, Trenched, RCP, 18-in.	LF	99	\$	\$
4.04	Storm Sewer, Trenched, RCP, 24-in.	LF	161	\$	\$
4.05	Storm Sewer, Trenched, RCP, 30-in.	LF	373	\$	\$
4.06	Removal of Storm Sewer, Less than 36-in.	LF	784	\$	\$
4.07	Temporary Storm Sewer Connection – Collar	EA	4	\$	\$
WATER MAINS AND APPURTENANCES					
5.01	Water Main Lowering	EA	1	\$	\$
5.02	Valve Box Adjustment	EA	8	\$	\$

STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	Manhole, SW 401, 48-in.	EA	1	\$	\$
6.02	Manhole, SW 401, 60-in.	EA	1	\$	\$
6.03	Manhole, SW 401, 72-in.	EA	1	\$	\$
6.04	Intake, SW 501	EA	2	\$	\$
6.05	Intake, SW 503	EA	4	\$	\$
6.06	Intake, SW-505	EA	6	\$	\$
6.07	Intake, SW-506	EA	3	\$	\$
6.08	Intake, SW-512	EA	1	\$	\$
6.09	Manhole Adjustment, Minor	EA	4	\$	\$
6.10	Connection to Existing Intake	EA	1	\$	\$
6.11	Remove Manhole	EA	3	\$	\$
6.12	Remove Intake	EA	12	\$	\$
STREETS AND RELATED WORK					
7.01	Pavement, PCC, 7-in. Thickness	SY	4900	\$	\$
7.02	PCC Pavement Samples and Testing	LS	1	\$	\$
7.03	Pavement, Temporary, 6-in. Thickness	SY	97	\$	\$
7.04	Removal of Sidewalk	SY	284	\$	\$
7.05	Removal of Driveway	SY	340	\$	\$
7.06	Sidewalk, PCC, 4-in.	SY	221	\$	\$
7.07	Sidewalk, PCC, 6-in.	SY	90	\$	\$
7.08	Detectable Warning	SF	128	\$	\$
7.09	Driveway, PCC, 6-in. Thickness	SY	360	\$	\$
7.10	Sidewalk Assurance Testing	LS	1	\$	\$
7.11	Pavement Removal	SY	5084	\$	\$
TRAFFIC CONTROL					
8.01	Temporary Traffic Control	LS	1	\$	\$
8.02	Remove and Salvage Traffic Signs	EA	7	\$	\$
SITE WORK AND LANDSCAPING					
9.01	Hydraulic Seeding, Seeding, Fertilizing and Mulching (BFM) Type 1	AC	0.50	\$	\$

9.02	Hydraulic Mulching, Temporary, BFM	AC	0.50	\$	\$
9.03	Wattle, Installation	LF	3500	\$	\$
9.04	Wattle, Removal	LF	3500	\$	\$
9.05	Inlet Protection Device, Drop-In, Installation & Removal	EA	18	\$	\$
9.06	Inlet Protection Device, Maintenance	EA	18	\$	\$
9.07	Removal and Reinstallation of Existing Fence	LF	16	\$	\$
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$	\$
11.02	Maintenance of Postal Services	LS	1	\$	\$
11.03	Maintenance of Solid Waste Collection	LS	1	\$	\$
11.04	Concrete Washout	LS	1	\$	\$
11.05	Remove, Salvage, and Reinstall Mailbox	EA	20	\$	\$

TOTAL AMOUNT BID =

\$

=====

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

Bidder Status Form

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" for 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 non-resident 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: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

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 Bidder Status form. If at least one of the following describes 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 canceled.
- 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 is 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.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the **City of Grimes, Iowa**, as Obligee, (hereinafter referred to as the "Jurisdiction"), in the penal sum of _____ **DOLLARS (\$ _____)**, or **ten percent (10%)** of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain Proposal, in a separate envelope, and hereby made a part hereof, to enter into a Contract in writing, for the following described improvements:

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The SE Little Beaver Dr and SE 4th St Reconstruction project includes removal and PCC paving of the existing pavement along SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive in the City of Grimes.

The construction includes approximately 4,900 SY of 7" PCC Pavement, 5,600 SY of 6" Granular Subbase, 97 SY of Temporary 4" PCC, 1,320 LF of storm sewer less than or equal to 30-in diameter, 16 intakes, and 3 manholes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The Surety hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said Proposal by the Principal be accepted, and the Principal shall enter into a Contract with Jurisdiction in accordance with the terms of such Proposal, including the provision of insurance and of a Bond as may be specified in the Contract Documents, with good and sufficient Surety for the faithful performance of such Contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the Bid Bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By: _____
Signature Attorney-in-Fact/Officer

By: _____
Signature

Printed Name of Attorney-in-Fact/Officer

Printed Name

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE:

- 1. All signatures on this Bid Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal**

CONTRACT

THIS CONTRACT, made and entered into at **Grimes City Hall** this _____ day of _____, 20_____, by and between the **City of Grimes, Iowa** by its **Mayor**, upon order of its **City Council** hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvements as specified in the Contract Documents, which are officially on file with the Jurisdiction, in the office of the **City Clerk**. This Contract includes all Contract Documents. The work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, Most Recent Edition, and as further modified by the Supplemental Specifications and Special Provisions included in said Contract Documents. The Contractor further agrees to complete the work in strict accordance with said Contract Documents, and to guarantee the work as required by law, for the time required in said Contract Documents, after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The SE Little Beaver Dr and SE 4th St Reconstruction project includes removal and PCC paving of the existing pavement along SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive in the City of Grimes.

The construction includes approximately 4,900 SY of 7" PCC Pavement, 5,600 SY of 6" Granular Subbase, 97 SY of Temporary 4" PCC, 1,320 LF of storm sewer less than or equal to 30-in diameter, 16 intakes, and 3 manholes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ **DOLLARS** (\$ _____), which amount shall constitute the required amount of the Performance, Payment, and Maintenance Bond. The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction; and to complete the project as described in the Notice to Bidders and Notice of Public Hearing as noted below:

The Contractor shall substantially complete the overall project within **ninety (90) working days**. Substantial completion for the overall project shall be defined as all utility, grading, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial

completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION:

CONTRACTOR:

By: _____

Contractor

(Seal)
ATTEST:

By: _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the Division of Labor Services of the Iowa Department of Workforce Development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE:

1. **All signatures on this Contract must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**

CORPORATE ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

PARTNERSHIP ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES, AND PRICES

This Contract is awarded and executed for completion of the work specified in the Contract Documents for the bid prices tabulated below as proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to twenty percent (20%) or less of the amount bid shall not affect the unit bid price.

ITEM NO.	ITEM	UNIT	TOTAL	UNIT PRICE	TOTAL PRICE
	EARTHWORK				
2.01	Clearing and Grubbing	LS	1	\$	\$
2.02	Topsoil, On-site, Compost-amended	CY	535	\$	\$
2.03	Excavation, Class 10	CY	90	\$	\$
2.04	Excavation, Class 10, Borrow	CY	134	\$	\$
2.05	Below Grade Excavation (Core Out)	CY	560	\$	\$
2.06	Subgrade Preparation, 6-in. Thickness	SY	5600	\$	\$
2.07	Subgrade Treatment, Geogrid	SY	560	\$	\$
2.08	Subbase, Granular, 6-in. Thickness	SY	5600	\$	\$
2.09	Compaction Testing, Moisture & Density Control	LS	1	\$	\$
	TRENCH AND TRENCHLESS CONSTRUCTION				
3.01	Trench Compaction Testing	LS	1	\$	\$
	SEWERS AND DRAINS				
4.01	Storm Sewer, Trenched, PVC, 6-in.	LF	10	\$	\$
4.02	Storm Sewer, Trenched, RCP, 15-in.	LF	676	\$	\$
4.03	Storm Sewer, Trenched, RCP, 18-in.	LF	99	\$	\$
4.04	Storm Sewer, Trenched, RCP, 24-in.	LF	161	\$	\$
4.05	Storm Sewer, Trenched, RCP, 30-in.	LF	373	\$	\$
4.06	Removal of Storm Sewer, Less than 36-in.	LF	784	\$	\$
4.07	Temporary Storm Sewer Connection – Collar	EA	4	\$	\$
	WATER MAINS AND APPURTENANCES				
5.01	Water Main Lowering	EA	1	\$	\$
5.02	Valve Box Adjustment	EA	8	\$	\$

STRUCTURES FOR SANITARY AND STORM SEWERS					
6.01	Manhole, SW 401, 48-in.	EA	1	\$	\$
6.02	Manhole, SW 401, 60-in.	EA	1	\$	\$
6.03	Manhole, SW 401, 72-in.	EA	1	\$	\$
6.04	Intake, SW 501	EA	2	\$	\$
6.05	Intake, SW 503	EA	4	\$	\$
6.06	Intake, SW-505	EA	6	\$	\$
6.07	Intake, SW-506	EA	3	\$	\$
6.08	Intake, SW-512	EA	1	\$	\$
6.09	Manhole Adjustment, Minor	EA	4	\$	\$
6.10	Connection to Existing Intake	EA	1	\$	\$
6.11	Remove Manhole	EA	3	\$	\$
6.12	Remove Intake	EA	12	\$	\$
STREETS AND RELATED WORK					
7.01	Pavement, PCC, 7-in. Thickness	SY	4900	\$	\$
7.02	PCC Pavement Samples and Testing	LS	1	\$	\$
7.03	Pavement, Temporary, 6-in. Thickness	SY	97	\$	\$
7.04	Removal of Sidewalk	SY	284	\$	\$
7.05	Removal of Driveway	SY	340	\$	\$
7.06	Sidewalk, PCC, 4-in.	SY	221	\$	\$
7.07	Sidewalk, PCC, 6-in.	SY	90	\$	\$
7.08	Detectable Warning	SF	128	\$	\$
7.09	Driveway, PCC, 6-in. Thickness	SY	360	\$	\$
7.10	Sidewalk Assurance Testing	LS	1	\$	\$
7.11	Pavement Removal	SY	5084	\$	\$
TRAFFIC CONTROL					
8.01	Temporary Traffic Control	LS	1	\$	\$
8.02	Remove and Salvage Traffic Signs	EA	7	\$	\$
SITE WORK AND LANDSCAPING					
9.01	Hydraulic Seeding, Seeding, Fertilizing and Mulching (BFM) Type 1	AC	0.50	\$	\$

9.02	Hydraulic Mulching, Temporary, BFM	AC	0.50	\$	\$
9.03	Wattle, Installation	LF	3500	\$	\$
9.04	Wattle, Removal	LF	3500	\$	\$
9.05	Inlet Protection Device, Drop-In, Installation & Removal	EA	18	\$	\$
9.06	Inlet Protection Device, Maintenance	EA	18	\$	\$
9.07	Removal and Reinstallation of Existing Fence	LF	16	\$	\$
	MISCELLANEOUS				
11.01	Mobilization	LS	1	\$	\$
11.02	Maintenance of Postal Services	LS	1	\$	\$
11.03	Maintenance of Solid Waste Collection	LS	1	\$	\$
11.04	Concrete Washout	LS	1	\$	\$
11.05	Remove, Salvage, and Reinstall Mailbox	EA	20	\$	\$

TOTAL AMOUNT BID = **\$**

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the “Contractor” or “Principal”) and _____, as Surety, are held and firmly bound unto the **City of Grimes, Iowa**, as Obligee, (hereinafter referred to as the “Jurisdiction”), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ **DOLLARS** (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives, and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, 20____, (hereinafter the “Contract”) wherein said Contractor undertakes and agrees to construct the following described improvements:

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

The SE Little Beaver Dr and SE 4th St Reconstruction project includes removal and PCC paving of the existing pavement along SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive in the City of Grimes.

The construction includes approximately 4,900 SY of 7” PCC Pavement, 5,600 SY of 6” Granular Subbase, 97 SY of Temporary 4” PCC, 1,320 LF of storm sewer less than or equal to 30-in diameter, 16 intakes, and 3 manholes. Other associated improvements include: removal & replacement of existing driveways & sidewalk pavement, erosion control, surface restoration, and miscellaneous associated work necessary to complete the project.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

It is expressly understood and agreed by the Contractor and Surety in this Bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default or failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the

Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of **four (4)** years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspecting to assure that any defects are remedied, and to repair the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney’s fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this Bond shall not exceed 125% of the penal sum of this Bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be **Polk** County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefore by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all of the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, term, or phase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, 20____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

- 1. All signatures on this Performance, Payment, and Maintenance Bond must be original signatures in ink; copies, facsimiles, or electronic signatures will not be accepted.**
- 2. This Bond must be sealed with the Surety's raised, embossing seal.**
- 3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal.**
- 4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate of Power or Attorney accompanying this Bond.**

NPDES GENERAL PERMIT CONTRACTUAL REQUIREMENTS

SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

This project is subject to section 402(b) of the Clean Water Act and IAC 455 B.174 Subrule 567-64.4 (projects disturbing one or more total acres) and requires inclusion in the National Pollutant Discharge Elimination System (NPDES) General Permit No. 2 or individual NPDES Permit for storm water discharge associated with industrial activity for construction activities. The Contractor shall perform all pollution prevention measures as identified in the plans and specifications. A copy of the pollution prevention plan, provided by the Engineer, shall be kept at the City of Grimes Engineering Department from the time construction begins until the site has reached final stabilization. The prime contractor must sign the NPDES Certification Statement and submit it with the contract documents. By doing so, the prime contractor becomes co-permittee with the owner and other co-permittee contractors. The prime contractor must identify which contracting entity will be responsible for each portion of the pollution prevention plan and maintain the site in compliance with the pollution prevention plan and NPDES Permit.

All subcontractors, including short-term contractors and subcontractors, prior to approval, must sign the NPDES Certification Statement before conducting any work at the site. The certification must be signed in accordance with the signatory requirements found in the general permit; i.e., principal executive officer, vice president, general partner, proprietor, elected official, and will be incorporated into the pollution prevention plan.

Upon signing the certification, the contractor or subcontractor becomes a co-permittee with the owner and other co-permittee contractors. In signing the plan, the authorized representative certifies that the information is true and assumes liability for the plan. Note that Section 309 of the Clean Water Act provides for significant penalties where information is false or the permittee violates, either knowingly or negligently, permit requirements.

NPDES CERTIFICATION STATEMENT

Project Name: SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

Project Address: SE Little Beaver Drive from SE 6th Street to SE 3rd Street and SE 4th Street from SE Trail Ridge Road to SE Little Beaver Drive

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site as part of this certification. Further, by my signature, I understand that I am becoming a co-permittee, along with the owner(s) and other contractors and subcontractors signing such certifications, to the Iowa Department of Natural Resources NPDES General Permit No. 2 for 'Storm Water Discharge Associated with Industrial Activity for Construction Activities' at the identified site. As a co-permittee, I understand that I, and my company, are legally required under the Clean Water Act and the Code of Iowa, to ensure compliance with the terms and conditions of the storm water pollution prevention plan developed under this NPDES permit and the terms of this NPDES permit."

Identity of Contractor or Subcontractor

Name of Organization: _____

Name and Title of Responsible Individual: _____

Contractor's Address: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Dated this _____ day of _____, 20____

Name of Contractor:

By: _____

Title: _____

NOTICE TO PROCEED

PROJECT: SE LITTLE BEAVER DR AND SE 4TH ST RECONSTRUCTION

OWNER: City of Grimes, Iowa DATE: _____

TO: Contractor Name: _____

Contractor Address: _____

You are hereby notified to commence work in accordance with the Contract dated **11th day of January, 2025**; any time after issuance of this written Notice to Proceed, **no later than May 13, 2025**, and you are to complete the work as follows:

The Contractor shall substantially complete the overall project within **one hundred (100)** working days. Substantial completion for the overall project shall be defined as all utility, grading, and roadway paving construction completed, with the street, driveways, and sidewalks fully open to traffic. Should the Contractor fail to substantially complete the work within this timeframe, liquidated damages of **One Thousand Dollars (\$1,000.00) per calendar day** will be assessed for work not substantially completed within the designated Contract term(s).

The Contractor shall fully complete the overall project within **ten (10) working days** of the substantial completion. Full completion for the overall project shall be defined as all surface restoration and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of **Five Hundred Dollars (\$500.00) per calendar day** will be assessed for work not fully completed within the designated Contract term(s).

MSA Professional Services, Inc.

By: _____

Title: Project Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ of

_____ on this the _____ day of _____, 20____.

By: _____

Title: _____



SUPPLEMENTAL SPECIFICATIONS FOR CODE OF CONDUCT

Effective Date February 1, 2023

THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS, 2023 EDITION, ARE AMENDED BY THE FOLLOWING MODIFICATIONS AND ADDITIONS. THESE ARE SUPPLEMENTAL SPECIFICATIONS AND THEY PREVAIL OVER THOSE PUBLISHED IN THE STANDARD SPECIFICATIONS.

SECTION 1050 – CONTROL OF WORK

1.02 AUTHORITY AND DUTIES OF THE ENGINEER'S AUTHORIZED REPRESENTATIVE

E. (ADD) Character of Workers:

1. The Jurisdiction may suspend the work in writing, withhold progress payments due the Contractor, or both as recommended by the Engineer for the following reasons:
 - a. The Contractor does not furnish suitable and sufficient personnel to perform the work.
 - b. The Contractor does not remove personnel from the project as specified in Section 1080, Part 1.10D.

F. (ADD) Conduct Expectations:

1. Engineer understands their obligations to provide a safe, respectful work environment for their employees, for the Owner's employees, for the Contractor's employees and the general public. The Engineer agrees that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

1.16 (ADD) OWNER RESPONSIBILITIES

A. Conduct Expectations:

1. Owner understands their obligations to provide a safe, respectful work environment for their employees, for the Contractor's employees, for the Engineer's employees and the general public. The Owner agrees that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

SECTION 1080 – PROSECUTION AND PROGRESS

1.10 CONTRACTOR’S EMPLOYEES, METHODS, AND EQUIPMENT

B. Workers:

1. (ADD) Character of Workers

- a. Provide personnel necessary to supervise and complete all contract work as specified. Ensure workers have the experience and skills necessary to perform assigned work.
- b. Remove from the project all personnel performing in an unskilled manner, who are noncompliant with Conduct expectations (Section 1080, Part 1.10D), or who are intemperate or disorderly. If the Engineer concludes that personnel are performing in an unskilled manner or are intemperate or disorderly, the Engineer may direct the Contractor, in writing, to remove them from the project. Do not allow removed personnel to return to the project without the Engineer’s written consent.

D. (ADD) Conduct Expectations:

1. Contractor understands their obligations to provide a safe, respectful work environment for their employees, for the Owner’s employees, for the Engineer’s employees and the general public. The Contractor agrees that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.