

**CONTRACT DOCUMENTS FOR
2024 STREET IMPROVEMENTS
OELWEIN, IOWA
MARCH 2024
PROJECT NO. 23-498**

Mayor	-	Brett DeVore
Council	-	Anthony Ricchio
	-	Dave Garrigus
	-	Dave Lenz
	-	Karen Seeders
	-	Lynda Payne
	-	Matt Weber
City Administrator	-	Dylan Mulfinger



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.

Jon S. Biederman, PE
License Number 13868

Date

My license renewal date is December 31, 2024.
Pages covered by this seal: All Sheets

TABLE OF CONTENTS

NOTICE TO BIDDERS

NOTICE OF PUBLIC HEARING

PROJECT SUMMARY

INSTRUCTIONS TO BIDDERS

BID BOND

FORM OF PROPOSAL

FORM OF CONTRACT

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

NOTICE TO PROCEED

NOTICE TO BIDDERS
JURISDICTION OF CITY OF OELWEIN
2024 STREET IMPROVEMENTS
PROJECT NO. 23-498

Time and Place for Filing Sealed Proposals. The City of Oelwein will receive and accept bids ONLY through QuestCDN.com via the online electronic bid service (QuestvBid) for the construction of the 2024 Street Improvements until **April 18, 2024, at 10:00 A.M.**

Time and Place Sealed Proposals Will be Opened and Considered. All bids will be downloaded at **10:00 A.M.** and publicly read aloud during a virtual public meeting that will be held at **10:00 A.M.** on **April 18, 2024.** All plan holders can access the virtual meeting by using the following Zoom link, ID and passcode.

Join Zoom Meeting

<https://us04web.zoom.us/j/73458955656?pwd=rphkbaDIQLbnxwp3geQHvNrvDff3xP.1>

Meeting ID: 734 5895 5656

Passcode: M92zq0

Bids will be considered by the City Council at its regular meeting at 6:00 P.M. on **April 22, 2024, at City Hall, 20 2nd Avenue SW, Oelwein, Iowa.** The City of Oelwein reserves the right to reject any and all bids.

Time for Commencement and Completion of Work. Work on the improvement may be commenced upon approval of the contract by the Council and be completed as stated below.

Bid Security. Each bidder shall accompany its bid with bid security 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 form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to one hundred percent of the amount of the contract. **The bidder's security shall be in the amount of 5% of the total bid amount including all add alternates and shall be the Jurisdiction's bidder's bond with corporate surety satisfactory to the Jurisdiction. No other type of bid security will be accepted.** The bidder's bond shall contain no condition except as provided in the specifications.

Performance, Payment, and Maintenance Bond. The successful bidder will be required to furnish a construction performance, payment, and maintenance bond in an amount equal to one hundred percent (100%) of the contract price. Said bonds to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair from the time of acceptance of the improvements by the City for not less than two (2) years.

Contract Documents. Complete digital project documents are available at fehrgraham.com/biddingdocuments. Click on the project and then you may select "View Plan Holders," or "Download Bid Documents" on the next screen. **A contractor may view the contract documents at no cost prior to becoming a plan holder. Input the QuestCDN project number 9025703 on the website's projects search page to download the digital documents for \$0.00.** Contact QuestCDN Customer Support at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading digital project information and vBid online bid submittal questions. **Project bid documents must be downloaded from QuestCDN which will add your company to the plan holder list and allow access to vBid online bidding for the submittal of your bid (which is required for this project). Bidders**

will be charged a fee of \$47.00 to submit a bid electronically. For this project, bids will be received and accepted via the online electronic bid service through QuestCDN.com.

Hard copies of the bid documents may also be obtained and examined from the office of the Engineer, 128 South Vine Street, West Union, Iowa 52175 (phone number 563.422.5131, e-mail csteinlage@fehrgraham.com). **There is a one hundred-dollar (\$100.00) deposit for hard copies of the plans and specifications, which will be refunded if returned to the Engineer in reusable condition within fourteen (14) days of the award of the Contract. Downloading the electronic bid documents is required from QuestCDN in order to submit an online bid even if hard copy plans are purchased from the office of the Engineer.**

Preference of Products and Labor. 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 statutes.

General Nature of Public Improvement.

The extent of the work consists of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

Contractor shall fully complete by August 30, 2024. Liquidated Damages in the amount of \$1,000.00 per Calendar/Working Day will be assessed for each Calendar/Working Day that any work shall remain uncompleted beyond August 30, 2024.

Plan Holders List. The plan holders list and bid results may be viewed at Fehr Graham's web site <http://www.fehrgraham.com>.

Taxes. All Contractors and approved Subcontractors will be provided a Sales Tax Exemption Certification to purchase, or withdraw from inventory, materials furnished under this contract. No allowance will be made over the contract sum for any tax claims.

Postings. This Notice was sent to the following posting locations:

1. Master Builders/Construction Update
2. Iowa League of Cities
3. Quest CDN

NOTICE OF PUBLIC HEARING
JURISDICTION OF CITY OF OELWEIN
2024 STREET IMPROVEMENTS
PROJECT NO. 23-498

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement.

TO WHOM IT MAY CONCERN:

You are hereby given notice that a public hearing will be held by the City Council of Oelwein on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on **April 22, 2024**, at City Hall, Oelwein, Iowa.

The description of the type of public improvement and its location are as follows:

The project will consist of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

The City Council will meet at a meeting in said Council Chambers at 6:00 P.M. on **April 22, 2024**, to consider the plans and specifications, estimate of cost and proposed form of contract and to act upon the bid proposals and to consider entering into a contract for said improvements.

Any persons interested may appear at such meeting of the City Council for the purpose of making objections to the plans, specifications or contract or the cost of making the improvements.

This Notice is given by authority of the City of Oelwein.

Brett DeVore, Mayor

Attest: Dylan Mulfinger, City Administrator

Published in the Oelwein Daily Register.

PROJECT SUMMARY

This project will resurface three streets in the City of Oelwein, specifically: First Street Northeast, 12th Avenue Southeast, and South Frederick Avenue. Each street is listed as a separate division in the plans. This is only to keep quantities organized per street, there will be one contract awarded for this project with all divisions combined.

First Street Northeast and 12th Avenue Southeast will have curb and gutter spot replacement where necessary, asphalt milling along the existing curb and gutter inner edge and at street connection, and a new 2-inch-thick asphalt mat. A leveling course will be added where necessary to provide a minimum 2 percent cross slope. Pedestrian ramp reconstruction is included. There is a small section of coreout with a new crushed stone base and asphalt surfacing.

South Frederick Avenue will be milled and have a new 2-inch-thick asphalt mat. Some curbs and gutters will be replaced where necessary.

Manhole and water valves will be adjusted to the finished surface throughout the project.

12th Avenue Southeast is the main travel route to the elementary school. Work on this street shall start after the end of school in the spring of 2024, estimated to be May 22, and be completed prior to the start of school in August, estimated to be August 21.

Bid Date: April 18, 2024
Time: 10:00 A.M.

INSTRUCTIONS TO BIDDERS

Project Name: 2024 Street Improvements
Project No.: 23-498 Fed/St. Project No.: _____

The work comprising the above referenced project shall be constructed in accordance with the 2024 edition of the Urban Standard Specifications for Public Improvements and as further modified by supplemental specifications and special provision 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, please review the requirements of Division One, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Please 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 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be on the Jurisdiction’s bidder’s 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. A scanned copy shall be submitted at the time of the bid. The bidder shall provide an original bid bond to Fehr Graham, 128 S Vine Street, West Union, Iowa 52175, after the bid opening but before the end of business on the second business day after the bid opening. This bond must be sealed with the Surety’s seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s seal.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

A. Complete sets of the Bidding Documents in the number and for the fee, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Quest CDN.

A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement of Bid or Invitation to Bid, and shall be accompanied by the Bid security and other required documents. Bids will ONLY be received and accepted via the online electronic bid service through QUESTCDN (www.QuestCDN.com). To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. If you need further assistance, please feel free to contact QuestCDN at (952) 233-1632.

B. QuestCDN Vbid system requires BIDDERS to purchase bidding documents from QuestCDN. If bid documents are not purchased through Quest CDN, the Vbid system will not allow Bid submission.

C. Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor ENGINEER assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. All blanks on the Bid form shall be completed and submitted via QuestvBID.

III. PAYMENT TO CONTRACTOR

Payment to the Contractor will be made in the amount of ninety-five percent (95%) of the project costs completed each month. Partial payment estimates are to be submitted by the Contractor to the Engineer by the Thursday following the last Saturday of each month for work completed through the last Saturday of the preceding month. Statements will be acted upon by the City Council at their regular meeting, normally the second and fourth Monday of each month. Payment will be made normally within ten (10) days following Council approval. Final payment will be made not less than thirty-one (31) days after acceptance by the City Council, and submittal of closeout paperwork by the contractor. Payment will be made in cash to be derived from the proceeds of the private sale of Warrants, as authorized by Section 384.57 of the Code of Iowa, or Project Notes, as authorized by Section 76.13 of the 1985 Code of Iowa, issued in anticipation of the receipt of proceeds from the sale of Bonds, and/or other cash funds on hand as may be lawfully used for such purpose.

No final payment will be due until the Contractor has certified to the City Clerk that the material, labor, and services involved in each estimate have been paid.

BID BOND

KNOW ALL BY THESE PRESENTS:

That we _____ as Principal and
 _____ as Surety, are
 held and firmly bound unto **City of Oelwein, Iowa**
 as Obligee (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____
 Dollars (\$ _____)
 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, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

2024 Street Improvements, Project No. 23-498

The extent of the work consists of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St. NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

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 Fayette 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 _____, 2024

SURETY:

PRINCIPAL:

By _____
 Surety Company

By _____
 Signature Attorney-in-Fact/Officer

 Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

By _____
 Bidder

By _____
 Signature

 Name (Print/Type)

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink. This bond must be sealed with the Surety’s seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s seal. **A scanned copy shall be submitted at the time of the bid. The bidder shall provide an original bid bond to Fehr Graham, 128 S Vine Street, West Union, Iowa 52175, after the bid opening but before the end of business on the second business day after the bid opening.**

TO: The City Council, City of Oelwein, Iowa FROM: _____

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Oelwein, 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:

2024 Street Improvements, Project No. 23-498

The extent of the work consists of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St. NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder shall download all addenda through QuestCDN.com. This is required for the submittal of your bid.

The Bidder also 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.

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, maintenance, and payment 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 fully complete the project by **August 30, 2024**; and to pay liquidated damages for noncompliance with said completion provisions at the rate of one thousand dollars (\$1,000) for each calendar day thereafter that the work remains incomplete beyond the specified completion date.

Bid Items, Quantities and Prices:

Bids will be submitted online with required attachments only.

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 which are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	N/A
2.	
3.	
4.	
5.	
6.	

INSTRUCTIONS:

None.

PROPOSAL: PART G – REMINDER

The Bidder must:

- Download and submit the Proposal found in the Required Docs for Completion.
- List all subcontractors where required at the end of this document.
- Sign the Proposal where required.

PROPOSAL: PART H – IDENTITY OF BIDDER

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

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

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

The Bidder should contact 515-242-5871 for registration information.

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.

By _____ Bidder

_____ Signature

_____ Name (Print/Type)

_____ Title

_____ Address

_____ 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.

_____ Name

_____ Title

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: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(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 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.

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: 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. Divisions are used only for quantity accounting, one contract will be awarded which will include Divisions 1-3.

DIVISION 1 – 1ST STREET NE

No.	Code Number	Item	Quantity	Unit
1	2010-D-3	TOPSOIL, OFF-SITE	50	CY
2	2010-E	EXCAVATION, CLASS 10	240	CY
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	220.0	TON
4	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	185.0	TON
5	5020-F	VALVE BOX ADJUSTMENT, MINOR	5	EA
6	6010-E-1	MANHOLE ADJUSTMENT, MINOR	8	EA
7	6010-E-2	INTAKE ADJUSTMENT, MINOR	1	EA
8	7010-A	PAVEMENT, PCC, 7" THICK	31.3	SY
9	7010-A	PAVEMENT, PCC, 7" THICK, REINFORCED	98.5	SY
10	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1201.3	LF
11	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	350.0	TON
12	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	53.0	TON
13	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	53.0	TON
14	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	1124.0	TON
15	7030-A-1	REMOVAL OF SIDEWALK	19.5	SY
16	7030-A-2	REMOVAL OF SHARED USE PATH	34.6	SY
17	7030-A-3	REMOVAL OF DRIVEWAY	30.9	SY

DIVISION 1 – 1ST STREET NE (CONTINUED)

No.	Code Number	Item	Quantity	Unit
18	7030-C	SHARED USE PATH, PCC, 6" THICK	34.6	SY
19	7030-E	SIDEWALK, PCC, 5" THICK	25.0	SY
20	7030-G	DETECTABLE WARNING	69.5	SF
21	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	30.9	SY
22	7040-G	MILLING	3754.2	SY
23	7040-H	PAVEMENT REMOVAL, PCC	101.5	SY
24	7040-H	PAVEMENT REMOVAL, ASPHALT	506.4	SY
25	7040-I	CURB AND GUTTER REMOVAL	1024.6	LF
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
27	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.10	AC
28	11,020-A	MOBILIZATION	1	LS

DIVISION 2 – 12TH AVENUE SE

No.	Code Number	Item	Quantity	Unit
1	2010-D-3	TOPSOIL, OFF-SITE	50	CY
2	2010-E	EXCAVATION, CLASS 10	41	CY
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	85.0	TON
4	5020-F	VALVE BOX ADJUSTMENT, MINOR	10	EA
5	6010-E-1	MANHOLE ADJUSTMENT, MINOR	9	EA
6	6010-E-2	INTAKE ADJUSTMENT, MINOR	2	EA
7	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1015.0	LF
8	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	175.0	TON

DIVISION 2 – 12TH AVENUE SE (CONTINUED)

No.	Code Number	Item	Quantity	Unit
9	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	662.0	TON
10	7030-A-3	REMOVAL OF DRIVEWAY	49.8	SY
11	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	49.8	SY
12	7040-G	MILLING	2660.0	SY
13	7040-I	CURB AND GUTTER REMOVAL	1015.0	LF
14	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
15	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.10	AC
16	11,020-A	MOBILIZATION	1	LS

DIVISION 3 - SOUTH FREDERICK AVENUE

No.	Code Number	Item	Quantity	Unit
1	2010-D-3	TOPSOIL, OFF-SITE	15	CY
2	2010-E	EXCAVATION, CLASS 10	20	CY
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	55.0	TON
4	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	10.0	TON
5	6010-E-1	MANHOLE ADJUSTMENT, MINOR	12	EA
6	6010-E-2	INTAKE ADJUSTMENT, MINOR	1	EA
7	7010-E	CURB AND GUTTER, PCC, 30" WIDE	365.7	LF
8	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	150.0	TON
9	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	3.0	TON
10	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	3.0	TON
11	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	868.0	TON

DIVISION 3 - SOUTH FREDERICK AVENUE (CONTINUED)

No.	Code Number	Item	Quantity	Unit
12	7030-A-1	REMOVAL OF SIDEWALK	51.2	SY
13	7030-A-3	REMOVAL OF DRIVEWAY	10.7	SY
14	7030-E	SIDEWALK, PCC, 5" THICK	53.8	SY
15	7030-G	DETECTABLE WARNING	26.0	SF
16	7040-G	MILLING	6428.6	SY
17	7040-I	CURB AND GUTTER REMOVAL	365.7	LF
18	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS
19	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.04	AC
20	11,020-A	MOBILIZATION	1	LS

All bids shall NOT include Iowa Sales Tax for materials used in the project. Upon award, the successful bidder shall immediately provide a listing of subcontractors and associated Federal ID or Social Security Numbers for both the contractor and subcontractors. The City of Oelwein will register the contractor and subcontractors with the Iowa Department of Revenue and will provide appropriate certificates to the contractor for distribution and use.

Contractor must list any subcontractors below that will be utilized for any part of this contract.

Subcontractor Name	Work Supplied

FORM OF CONTRACT

THIS CONTRACT, made and entered into this _____ day of **USE DATE AWARDED**
by and between the **City of Oelwein, Iowa** hereinafter called the "Jurisdiction", and
_____ hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees 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. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the 2024 Urban Standard Specifications for Public Improvements 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: Item 1: 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:

2024 Street Improvements – Project Number 23-498

The extent of the work consists of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St. NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

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, maintenance, and payment 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 fully complete the project **by August 30, 2024;**
and to pay liquidated damages for noncompliance with said completion provisions at the rate of **One Thousand dollars (\$1,000.00)** for each calendar day thereafter that the work remains incomplete beyond the specified completion date.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known, who, being by me duly sworn, did say that he/she is the _____ 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 _____ acknowledged the execution of the instrument to be a voluntary act and deed of the corporation.

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2024, 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 he/she 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 ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known, to be the identical person named in and who executed the foregoing instrument, and acknowledged that he/she executed the instrument as his/her voluntary act and deed.

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known, who, being by me duly sworn, did say that he/she is the _____ of said LLC, that (no seal has been procured by) (the seal affixed thereto is the seal of) the LLC; that said instrument was signed (and sealed) on behalf of the LLC, by authority of its managers and the said instrument to be a voluntary act and deed of the LLC.

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

CONTRACT ATTACHMENT: ITEM 1: BID ITEMS, QUANTITIES

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 NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES, REGARDLESS OF THE PERCENTAGE INCREASE OR DECREASE OF THE TOTAL BID, SHALL NOT AFFECT THE UNIT BID PRICE OF THAT ITEM.

DIVISION 1 – 1ST STREET NE

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	2010-D-3	TOPSOIL, OFF-SITE	50	CY		
2	2010-E	EXCAVATION, CLASS 10	240	CY		
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	220.0	TON		
4	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	185.0	TON		
5	5020-F	VALVE BOX ADJUSTMENT, MINOR	5	EA		
6	6010-E-1	MANHOLE ADJUSTMENT, MINOR	8	EA		
7	6010-E-2	INTAKE ADJUSTMENT, MINOR	1	EA		
8	7010-A	PAVEMENT, PCC, 7" THICK	31.3	SY		
9	7010-A	PAVEMENT, PCC, 7" THICK, REINFORCED	98.5	SY		
10	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1201.3	LF		
11	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	350.0	TON		
12	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	53.0	TON		
13	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	53.0	TON		
14	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	1124.0	TON		
15	7030-A-1	REMOVAL OF SIDEWALK	19.5	SY		
16	7030-A-2	REMOVAL OF SHARED USE PATH	34.6	SY		
17	7030-A-3	REMOVAL OF DRIVEWAY	30.9	SY		

DIVISION 1 – 1ST STREET NE (CONTINUED)

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
18	7030-C	SHARED USE PATH, PCC, 6" THICK	34.6	SY		
19	7030-E	SIDEWALK, PCC, 5" THICK	25.0	SY		
20	7030-G	DETECTABLE WARNING	69.5	SF		
21	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	30.9	SY		
22	7040-G	MILLING	3754.2	SY		
23	7040-H	PAVEMENT REMOVAL, PCC	101.5	SY		
24	7040-H	PAVEMENT REMOVAL, ASPHALT	506.4	SY		
25	7040-I	CURB AND GUTTER REMOVAL	1024.6	LF		
26	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS		
27	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.10	AC		
28	11,020-A	MOBILIZATION	1	LS		

TOTAL DIVISION 1 BID AMOUNT _____

DIVISION 2 – 12TH AVENUE SE

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	2010-D-3	TOPSOIL, OFF-SITE	50	CY		
2	2010-E	EXCAVATION, CLASS 10	41	CY		
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	85.0	TON		
4	5020-F	VALVE BOX ADJUSTMENT, MINOR	10	EA		
5	6010-E-1	MANHOLE ADJUSTMENT, MINOR	9	EA		
6	6010-E-2	INTAKE ADJUSTMENT, MINOR	2	EA		
7	7010-E	CURB AND GUTTER, PCC, 24" WIDE	1015.0	LF		

DIVISION 2 – 12TH AVENUE SE (CONTINUED)

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
8	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	175.0	TON		
9	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	662.0	TON		
10	7030-A-3	REMOVAL OF DRIVEWAY	49.8	SY		
11	7030-H-1	DRIVEWAY, PAVED, PCC, 6" THICK, REINFORCED	49.8	SY		
12	7040-G	MILLING	2660.0	SY		
13	7040-I	CURB AND GUTTER REMOVAL	1015.0	LF		
14	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS		
15	9010-A	CONVENTIONAL SEEDING, FERTILIZING AND MULCHING	0.10	AC		
16	11,020-A	MOBILIZATION	1	LS		

TOTAL DIVISION 2 BID AMOUNT _____

DIVISION 3 – SOUTH FREDERICK AVENUE

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
1	2010-D-3	TOPSOIL, OFF-SITE	15	CY		
2	2010-E	EXCAVATION, CLASS 10	20	CY		
3	2010-J	SUBBASE, CRUSHED STONE, CLASS A, 4" THICK	55.0	TON		
4	2010-J	SUBBASE, CRUSHED STONE, MACADAM, 8" THICK	10.0	TON		
5	6010-E-1	MANHOLE ADJUSTMENT, MINOR	12	EA		
6	6010-E-2	INTAKE ADJUSTMENT, MINOR	1	EA		
7	7010-E	CURB AND GUTTER, PCC, 30" WIDE	365.7	LF		
8	7020-A	PAVEMENT, ASPHALT, LEVELING COURSE	150.0	TON		
9	7020-B	PAVEMENT, ASPHALT, 2" THICK, BASE COURSE	3.0	TON		

DIVISION 3 – SOUTH FREDERICK AVENUE (CONTINUED)

No.	Code Number	Item	Quantity	Unit	Unit Price	Total Price
10	7020-B	PAVEMENT, ASPHALT, 2" THICK INTERMEDIATE COURSE	3.0	TON		
11	7020-B	PAVEMENT, ASPHALT, 2" THICK, SURFACE COURSE	868.0	TON		
12	7030-A-1	REMOVAL OF SIDEWALK	51.2	SY		
13	7030-A-3	REMOVAL OF DRIVEWAY	10.7	SY		
14	7030-E	SIDEWALK, PCC, 5" THICK	53.8	SY		
15	7030-G	DETECTABLE WARNING	26.0	SF		
16	7040-G	MILLING	6428.6	SY		
17	7040-I	CURB AND GUTTER REMOVAL	365.7	LF		
18	8030-A	TEMPORARY TRAFFIC CONTROL	1	LS		
19	9010-A	CONVENTIONAL SEEDING, FERTILIZING, AND MULCHING	0.04	AC		
20	11,020-A	MOBILIZATION	1	LS		

TOTAL DIVISION 3 BID AMOUNT _____

SURETY BOND NO. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____ **Contractor** _____, as Principal (hereinafter the "Contractor" or "Principal") and _____ as Surety are held and firmly bound unto _____ **City of Oelwein, 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 _____ **Contract** _____ **Amount** _____ **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 _____, 2024 hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

2024 Street Improvements, Project No. 23-498

The extent of the work consists of asphalt milling and overlay, PCC curb and gutter spot repair, sidewalk ramps and associated work along 1st St NE, 12th Ave. SE, and South Frederick Avenue in the City of Oelwein, Iowa.

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. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of

_____ **Contract Amount** _____ **DOLLARS** _____ **(\$** _____ **)** which is the cost associated with those items shown on the proposal and in the Contract which require a maintenance bond period in excess of one year.

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 of 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, Code of Iowa, 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 two (2) 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 inspection to assure that any defects are remedied, and to repay 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.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

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 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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- 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, attorneys 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 Fayette 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 or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all 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 work, term, or phrase 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 quadruplicate, this _____ day of _____, 2024.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Required only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Contractor
By _____
Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By _____
Signature Attorney-in-Fact Officer

Company Telephone Number

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 & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted.
2. This bond must be sealed with the Surety’s seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s 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 or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

To: _____

Date: _____
Project: 2024 Street Improvements
23-498
Oelwein, Iowa

You are hereby notified to commence work in accordance with the Form of Contract dated _____ . You are to complete work by **August 30, 2024**.

Owner: City of Oelwein

By: _____
Brett DeVore
Title: Mayor

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

Date

Company Name: _____
By: _____
Title: _____