



Community Development
Economic Development
Code Enforcement
Engineering
Planning

September 11, 2020

Dear Contractor:

The City of Fort Dodge Engineering Department is soliciting bids for the Woodland Dr Sub-Drain Project.

The contractor has the option of directional drilling the sub-drain or open cutting. Any questions can be directed to Tony Trotter at ttrotter@fortdodgeiowa.org. Bids are due at 10am on September 22, 2020. If hand delivering bids, please deliver bids to the Engineering Department on the second floor of City Hall, located at 819 1st Ave S, Fort Dodge, IA 50501. Construction staking will be provided by the City.

Bids may be held by the City for a period not to exceed thirty (30) days from the date of the opening of the bids. The right is reserved by the City of Fort Dodge to reject any or all bids, to waive any irregularities therein, and to determine which is the lower responsible bid most suitable to the owner.

Sincerely,

A handwritten signature in blue ink that reads "Melissa Bock".

Melissa Bock
Development Project Assistant

Enclosures

Woodland Drive Sub-Drain Project

Fort Dodge, IA

Staff

City Engineer: Tony Trotter, PE
Project Assistant: Melissa Bock

Address

City of Fort Dodge
Development Services
819 1st Ave S
Fort Dodge, IA 50501

Contact

515.576.4551 x 1004
Tony Trotter: ttrotter@fortdodgeiowa.org
Melissa Bock: mbock@fortdodgeiowa.org

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NOTE: All work and material on this project shall conform to the most current version of the IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD SPECIFICATIONS. The most current version of the SUDAS Specifications can be reference at the Municipal Building located at 819 1st Ave S, Fort Dodge, IA 50501 or online at www.iowasudas.org and City of Fort Dodge Supplemental Specification unless otherwise noted on the plans or contract documents.

Instructions to Bidders

Bid Date: Friday, September 22, 2020

Time: 10:00 AM

The work comprising the above referenced project shall be completed in accordance with the MOST CURRENT VERSION OF THE SUDAS STANDARD SPECIFICATIONS 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. The following information supersedes the information listed in Division 1 – General Provisions and covenants.

Bidder's Knowledge. Bidders are required to examine, to their satisfaction, the plans and specifications, and to make sure that the requirements are fully understood. They must satisfy themselves by actual examination of the site as to the nature of the work and all conditions affecting the performance of the contract.

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he/she may submit, to the Department of Engineering, a written request for the interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of such documents.

Bidder's Qualifications. Bidders must be capable of performing the work bid upon. They may be required to supply a detailed statement covering experience on similar work, list of machinery, plant and other equipment which will be used on the proposed work, and such statements of their financial resources as may be deemed necessary.

Corporations organized under the laws of any other state shall file with the City Clerk a certificate from the Secretary of the State of Iowa, showing that they have complied with all the provisions of Chapter 494 of the Code of Iowa, governing foreign corporations. Individuals or co-partnerships of other states shall file with the City Clerk an agreement consenting to the jurisdiction of the Courts of Webster County, Iowa, as provided in Section 616.4 of the Code of Iowa, as to all matters arising out of or connected with any contract entered into. Such certificates or agreements shall be on file with the City Clerk before any contract awarded hereunder shall be effective.

Method of Bidding. Bidders will be furnished with blank proposal forms giving the description of the work, the time at which the work must be completed, and the amount of the proposal guaranty which must accompany the proposal, all of which must be in accordance with the official publications relating to the proposed improvement.

When unit prices are indicated on the proposal form, the bidder shall specify the said unit price at which he proposes to do each item of work, written legibly to insure consideration. The price shall be stated in figures. In items where unit prices are required, the extended amount of each item shall be computed from the unit price bid on the proposal and the quantity given in the estimate. In case of errors in computing the extended amount, the unit price will be assumed to be correct. Failure by the bidder to list unit prices shall be justification for rejection of the bid. Where lump sum is indicated on the proposal, the bidder shall specify, under the column of extended amount, the said lump sum at which he proposes to do the work described for that item.

Submission of Bids. Proposals and Non-Collusion Affidavit Of Prime Bidder shall be placed in an envelope and the envelope sealed and marked to indicate its contents, and be accompanied by a certified check or bid bond in a separate envelope, properly endorsed. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the Department of Engineering. All proposals shall be filed with the Department of Engineering office prior to the time as designated in the Notice to Bidders for opening bids. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. NO FAXES WILL BE ACCEPTED.

If the proposal is made by an individual, his name and post office address must be shown. If made by a firm or partnership, the name and post office address of the firm or partnership must be shown. If made by a corporation, the person signing the proposal must name the state under the law of which the corporation is chartered, and the name, title, and business address of the executive head of the corporation. Anyone signing a proposal as agent may be required to submit satisfactory evidence of his authority to do so.

No bidder shall submit more than one proposal. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work may cause the rejection of all proposals in which such bidder is interested or may cause the disapproval of any contract awarded such bidder.

An extra Proposal form, Non-Collusion Affidavit of Prime Bidder form, and Bid Bond form is included (unattached) with the specifications for use in submitting a bid.

Bid Security. Each bidder shall accompany its bid with bid security in the form of a cashier's check, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a 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 on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the Treasurer of the City of Fort Dodge. "Miscellaneous Bank Checks", and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms or corporations licensed under Chapter 533B of the Iowa Code, are not acceptable bid security. The bid security must be in an amount equal to five percent (5%) of the total amount of the bid as security that if awarded a contract, the Bidder will enter into a contract at the prices bid and furnish the required performance and payment bonds and certificate of insurance. The certified check or cashier's check or certified share draft may be cashed, or the

bid bond forfeited, and the proceeds retained as liquidated damages if the bidder fails to execute a contract, provide the required bonds, or file an acceptable certificate of insurance within ten (10) days after the acceptance of his proposal by resolution of the Council. No bidder may withdraw a proposal within thirty (30) days after the date set for opening bids.

A certified check, to be acceptable, shall bear on its face the endorsement of a solvent Iowa bank as to the amount certified, which endorsement shall be signed by an official authorized to bind the bank by his acts.

Proposal guaranties will be returned to the unsuccessful bidders promptly after the award has been made. In no case will the proposal guaranty be held longer than thirty (30) days without written permission of the bidder, except that the proposal guaranty of the bidder to whom the contract is awarded will be retained until he has entered into contract and filed an acceptable bond.

Withdrawal of Bids. Bidders will be permitted to withdraw their proposals after the same have been filed with the City Clerk if the request is made in writing to the Department of Engineering before the time specified for closing of bids. No proposals may be withdrawn after the time specified for opening.

Evaluation of Bids. Proposals will be publicly opened at the time and place announced in the official publication, and will be immediately read and recorded. Award will be made as soon thereafter as practicable.

Proposals may be rejected by the City for the following reasons:

- (A) If the proposal form furnished is not used or is altered.
- (B) If the proposal does not include the Iowa Contractor's registration number.
- (C) If there are unauthorized additions, conditional or alternate bids or irregularities of any kind.
- (D) If the bidder adds any provisions reserving the right to accept or reject an award, or to enter a contract pursuant to an award.
- (E) If the prices set out in the schedule are obviously unbalanced.
- (F) If the bidder fails to list a unit price for any item or work when unit prices are called for.

In the award of contracts, consideration will be given not only to the prices bid, but to the mechanical and other equipment, financial responsibility of bidder, and his ability and experience in the performance of like or similar contracts. It is contemplated that the award will be made on the day on which bids are opened, but the right is reserved to postpone the award to a later date, of which bidders will be notified after the bids have been opened, read, and recorded. The City reserves the right to reject any and all bids, to waive technicalities, and to accept that bid which is in the best interest of the City.

Taxes. All bidders shall include in their proposal any sales or use taxes that they are required to pay.

The City of Fort Dodge intends to issue Iowa Sales Tax exemption certificates and authorization letters to the contractors and sub-contractors on this project. With this authorization, the

contractor will not be required to pay Iowa sales tax on material that will remain at the project site.

The following items are not eligible for this sales tax exemption:

Barricades	Hand tools	Stakes
Building equipment*	Lathes	Tools
Compressors	Lodging	Utilities Vehicles
Cranes	Machinery*	(including grading
Drill press	Pile drivers	lifting and excavating
Dynamite	Replacement parts for	vehicles)
Electric generators	eqpt	Warning lights
Forms	Scaffolds	
Fuel		

*Certain restrictions may apply when purchasing machinery or equipment. Contact IDR for details.

The rental of construction equipment for use on a building project is exempt from Iowa Sales or Use tax.

Certain construction-related equipment is not subject to local option tax, but remains subject to the state sales tax.

Preference for Labor and Material. The Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. In so far as may be done under the law, the Contractor shall give preference to labor residing in the City of Fort Dodge and to local concerns in the purchase of materials, insurance, and bonds.

The Iowa Reciprocal Preference Act (SF2160) applies to the contract with respect to bidders who are not Iowa residents.

Execution of Contract. The bidder to whom the contract has been awarded shall enter into contract with the City of Fort Dodge within ten (10) days after the award has been made. No proposal shall be considered binding upon the City of Fort Dodge until the contract is properly executed by both parties, a current certificate of insurance and the contract bonds are filed with the City Clerk and approved by the council. Failure to execute a contract and to file a certificate of insurance and acceptable bonds in the sum specified within ten (10) days, from date of contract award, shall be just and sufficient cause for the annulment of the award and the forfeiture of the proposal guaranty, to the City of Fort Dodge, liquidation of damages sustained.

Performance, Payments and Maintenance Bond. Not required for this project.

Time for Commencement and Completion of Work. The work shall be commenced on or before a date to be specified in a written "Notice to Proceed" of the City. All work shall be completed within 45 days from the "Notice to Proceed". The bidder must also agree to pay as liquidated damages the sum of One Hundred dollars (\$100.00) for each "per calendar" day thereafter.

Proposal

Proposal of _____
(Name of Bidder)

(Address)

(Iowa Contractor's Registration Number)

For the above mentioned project governed by the Plans and Specifications and in approximate estimated quantities shown herein.

TO THE HONORABLE MAYOR AND CITY COUNCIL
CITY OF FORT DODGE, IOWA

The undersigned certifies that an examination has been made of the Plans, Specifications, form of Contract, and the site of the work. It is understood that all quantities of work herein are approximate only, and are subject to increase or decrease, and it is further understood that all quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated herein. The undersigned proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified or required, and to do the work according to the plans and specifications and any addenda now on file in the office of the Department of Engineering for the construction of the improvements set forth herein, at the following unit prices:

ITEM NO.	SUDAS SPECIFICATION	ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	BID PRICE
1	4040-2.01 A, B OR C	6" SUBDRAIN/FOOTING DRAIN	LF	175		
2	7030-3.04	6" PCC CONCRETE REMOVAL AND REPLACEMENT*	SY	18		
3	7010-3.03	30" CURB AND GUTTER*	LF	28		
4	6010-3.05	CONNECTION TO EXISTING INTAKE	EA	1		
5	2528-8445110	TRAFFIC CONTROL	LS	1		
					PROJECT TOTAL =	

***IF CONTRACTOR CHOOSES TO BORE UNER DRIVEWAY PLACE \$0 IN THE UNIT PRICE**

CONTRACTOR MUST RESTORE THE SITE TO ORIGINAL CONDITIONS AND PLANT GRASS SEED. THIS WORK IS INCIDENTAL TO THE BID.

To do all "Extra Work" which may be required to complete the work contemplated at unit prices or lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums cannot be agreed upon, to perform such work on a force account basis as provided in the Specifications.

Enclosed herewith find bid security in an amount equal to five percent (5%) of the total amount of the bid as a Proposal guarantee. If a bid bond is submitted, it shall be on the bid bond form provided by the Engineer. Upon notice of acceptance of this proposal by the City Council, the undersigned hereby agrees to enter into a contract in the form described by the City Council, and to furnish bonds on the standard forms contained in the Specifications with good and sufficient surety or sureties.

The undersigned further agrees that in case he fails to enter into a contract and furnish the required bonds as prescribed by the City Council within ten (10) days after the acceptance of this proposal, the bid security accompanying this proposal shall be forfeited to the City as agreed upon liquidated damages. Liquidated damages for non-compliance with the completion date provisions shall be One Hundred Dollars (\$100.00) per calendar day.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder understands that the City Council reserves the right to accept or reject any or all proposals or to waive formality or technicality in any proposal in the interest of the City.

The foregoing unit prices are the basis upon which the undersigned will accept the contract.

Proposal: Acknowledgment 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: 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: Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: 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: 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: General

The Bidder hereby acknowledges that the Jurisdiction, that 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
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 above mentioned project within 30 days from the executed Notice to Proceed; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred dollars (\$100.00) for each calendar day thereafter that the work remains incomplete.

Respectfully submitted,

Contractor

By

Title

Date of Letting: Friday, September 22, 2020

Bids Received Until: 10:00 AM

Bid Bond

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the CITY OF FORT DODGE, IOWA, as Oblige, (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, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Woodland Drive Sub-Drain Project
(A City of Fort Dodge Public Improvement Project)

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.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid shall be forfeited to the Jurisdiction in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, 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 Webster 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.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be affixed and these presents to be signed by their proper officers this _____ day of _____, 20_____.

Witness

Surety:

Principal:

Surety Company

Bidder

By _____
Signature Attorney-in-Fact/Officer

By _____
Signature

Name of Attorney-in-Fact/Office

Name (Print/Type)

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. 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 enter this _____ day of _____, by and between the City of Fort Dodge by its Mayor, upon order by Resolution of its City Council, hereinafter called the "Jurisdiction", and _____, hereinafter called the "Contractor."

WITNESSTH:

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 Department of Engineering of Fort Dodge, Iowa. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the MOST CURRENT VERSION OF THE SUDAS STANDARD SPECIFICATIONS, 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 proposal submitted by Contractor in accordance with the Notice to Bidders for the following described improvements:

Woodland Drive Sub-Drain Project
(A City of Fort Dodge Public Improvement Project)

The Contractor has submitted a proposal, and agrees to perform the work as described and set forth in said plans and specifications, which accurately and fully describe the terms and conditions under which the Contractor is willing to perform said work at the unit prices set forth in said proposal, 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 above mentioned project; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Hundred dollars (\$100.00) for each "per calendar" day thereafter that the work remains incomplete.

NOW, THEREFORE, IT IS AGREED:

1. That the City hereby accepts the attached proposal of the Contractor for the work and sums listed therein.
2. That this Contract consists of the following component parts which are made a part of this Agreement and Contract, as fully and absolutely as if they were set out in detail in this Contract, and they shall govern in priority as listed below:
 - a. Addenda Numbers _____
 - b. The most current version of SUDAS Standard Specifications
 - c. Plans
 - d. Instructions to Bidders
 - e. Special Provisions

- f. Contractor's Proposal
- g. This Instrument
- 3. The work shall be commenced on or before a date to be specified in a written "Notice to Proceed" of the City, the project shall be substantially complete within 30 calendar.
- 4. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.
- 5. That this Contract is executed in Duplicate.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the date first shown written.

JURISDICTION

By _____
Matt Bemrich, Mayor

(Seal)
ATTEST:

Jeff Nemmers, City Clerk

Date

CONTRACTOR

Contractor

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

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 Fort Dodge, a municipal corporation in Webster County, 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, executors, administrators, successors, and 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 written Agreement with the Jurisdiction, bearing date the _____ day of _____, _____, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements in accordance with the plans and specifications prepared by the City of Fort Dodge:

Woodland Drive Sub-Drain Project
(A City of Fort Dodge Public Improvement 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. 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 _____ 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 four (4) year (s) 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 Webster 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.

Project Name: Woodland Drive Sub-Drain Project

Witness our hands, in duplicate, this _____ day of _____, _____.

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

FORM APPROVED BY:

City, State, Zip Code

Mark Crimmins, City Attorney

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 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 or Power of Attorney accompanying this bond



0 15 30
Feet
1 inch = 15 feet

2600 WOODLAND DR

2528 WOODLAND DR

INTAKE:
GL. ELEV 1102.60
FL. ELEV 1095.12
PROPOSED FL NEW
DRAIN 1098.60

EXISTING DRAIN
GL. ELEV 1104.94
PROPOSED FL NEW
DRAIN 1100.94
CONNECTION

EXISTING DRAIN
GL. ELEV 1104.39
PROPOSED FL NEW
DRAIN 1100.39
CONNECTION

PROPOSED 4" SUBDRAIN,
175 LF, 4 FT DEEP,
GRADE TO DRAIN TO
THE INTAKE, INSTALL
CLEANOUT ON END

SANITARY MH, SERVICE
VERY SHALLOW 2.5 FT.

SANITARY MH,
MAIN AND SERVICE
VERY SHALLOW
2.5 FT.

END 1+75

1+50

1+00

0+50

WOODLAND DR
0+00

26TH AVE N

Legend

- STORM MAINS MASTER
- GAS
- WATER MAINS MASTER FUNCTION**
- HYDRANT
- IRRIGATION
- MAIN
- SERVICE
- SANITARY MAINS MASTER**
- Abandoned
- Active
- Private

2531 WOODLAND DR

2539 WOODLAND DR

2547 WOODLAND DR

IF CONTRACTOR OPEN CUTS
SUB-DRAIN, REMOVE AND
REPLACE 18 SY CONCRETE
DRIVEWAY AND 28 LF OF 30"
CURB AND GUTTER

MAIL BOX

MAIL BOX

R09-0450