



PROJECT MANUAL FOR:

**CITY OF RIVERSIDE**  
**THIRD STREET IMPROVEMENTS**

Riverside, IA

February 23, 2022

INFORMATION:

**Bids Due:** March 16, 2022, at 2:00 p.m.

**Bid Location:** Riverside City Hall – City Council Chambers  
60 Greene Street  
Riverside, Iowa 52327



60 E. COURT ST, IOWA CITY, IOWA 52240 | 319.519.6220

AXIOM PROJECT #: 21-0145

## SECTION 00 0102 PROJECT INFORMATION

### **PART 1 - GENERAL**

#### **1.1 PROJECT IDENTIFICATION**

- A. Project Name: Third Street Reconstruction, located at: Riverside, Iowa
- B. Engineer's Project Number: 21-0144.  
Location: Third Street between Washington Street and E Hickory Street/HWY 22.  
Riverside, Iowa.
- C. The Owner, hereinafter referred to as Owner: City of Riverside
- D. Owner's Project Manager: Axiom Consultants, LLC.
  - 1. Project Lead: Brian Boelk.
  - 2. Address: 60 East Court Street, Unit 3.
  - 3. City, State, Zip: Iowa City, IA 52240.
  - 4. Phone/Fax: (319) 519-6220.
  - 5. E-mail: bboelk@axiom-con.com.

#### **1.2 NOTICE TO PROSPECTIVE BIDDERS**

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

#### **1.3 PROJECT DESCRIPTION**

- A. Summary Project Description: City of Riverside's Third Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration.
- B. Contract Scope: Construction.
- C. Contract Terms: Unit Price.
  - 1. The base bid will include the full scope of work with the intent and purpose to award and construct the full project. The four (4) Alternates may deduct portions of the project based on the final bid amounts.
- D. The site is readily accessible and can be viewed at any time by interested contractors.

#### **1.4 PROCUREMENT TIMETABLE**

- A. Last Request for Substitution Due: 3 days prior to due date of bids.
- B. Last Pre-Bid Request for Clarification Due: 2 days prior to due date of bids.
- C. Bid Due Date: March 16, 2022, before 2 PM local time.
- D. Bid Opening: March 16, 2022, 2 PM local time. Location: City Council Chambers, Riverside City Hall, 60 Greene Street, Riverside, Iowa.
- E. Notice to Proceed: Within 7 days after the City of Riverside Council Meeting, held: March 21, 2022
- F. Construction Start: Early Start - April 18, 2022; Late Start - May 2, 2022.
- G. Overall Punch List/Walk Through Date: October 28, 2022.

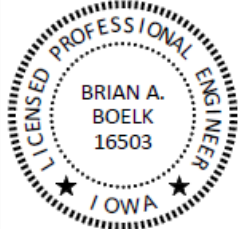
- H. Overall Substantial Completion Date: Not later than November 18, 2022.
  - 1. Substantial completion is defined as all work except the seeding, final restoration and clean-up.
- I. Overall Final Completion Date: Not later than May 31, 2023.
  - 1. Final completion date assumes 10 lost days to weather and accepted Base Bid of all improvements. Schedule to be adjusted accordingly if more than 10 days of inclement weather impact construction progress or Alternates accepted which would minimize the scope of work.
- J. Liquidated Damages in the amount of \$500 per calendar day will be assessed for work not completed within the designated contract terms.
- K. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

### **1.5 PROCUREMENT DOCUMENTS**

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
  - 1. From Engineer: Axiom Consultants, LLC.
  - 2. At the following address: 60 East Court Street, Unit 3, Iowa City, IA 52240.
  - 3. Via email: [abricker@axiom-con.com](mailto:abricker@axiom-con.com); Phone: (319) 519-6220.

**END OF SECTION**

**SECTION 00 0107  
SEALS PAGE**

	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.
	_____
	BRIAN A. BOELK, P.E. <span style="float: right;">DATE</span> LICENSE NUMBER 16503.
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022. PAGES OR SHEETS COVERED BY THIS SEAL: <u>ALL</u>

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**END OF SECTION**

**SECTION 00 0110  
TABLE OF CONTENTS**

**PROCUREMENT AND CONTRACTING REQUIREMENTS**

**DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- 00 0102 - Project Information
- 00 0107 - Seals Page
- 00 0110 - Table of Contents
- 00 1113 - SUDAS Notice to Bidders and Notice of Public Hearing
- 00 2113.01 - SUDAS Instruction to Bidders
- 00 4243 - SUDAS Proposal
- 00 4313 - SUDAS Bid Bond
- 00 4323 - Alternates Form
- 00 5213 - SUDAS Contract
- 00 6113 - SUDAS Performance, Payment and Maintenance Bond
- 00 7200 - General Conditions

**SPECIFICATIONS**

**DIVISION 01 -- GENERAL REQUIREMENTS**

- 01 2300 - Alternates

**THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATION (SUDAS), 2022 EDITION,  
SHALL APPLY AND BE USED AS SPECIFICATIONS FOR THIS PROJECT.**

**END OF SECTION**

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

### **JURISDICTION OF CITY OF RIVERSIDE PUBLIC IMPROVEMENT PROJECT**

Notice is hereby given that a public hearing will be held by City of Riverside 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 February 22, 2022 in the City Council Chambers located at the Riverside City Hall, 60 Greene Street in Riverside, Iowa for the Third Street Reconstruction project.

Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 P.M. according to the clock in the office of Riverside City Hall on March 16, 2022, in the office of the Riverside City Hall, 60 Greene Street in Riverside, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at 2:00, P.M. on March 16, 2022, in Riverside City Hall for consideration by the City of Riverside at its meeting on March 21, 2022.

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

Copies of the contract documents are available from Axiom Consultants, 60 E Street, Unit 3, Iowa City, Iowa 52240. Please contact Adrienne Bricker at [abricker@axiom-con.com](mailto:abricker@axiom-con.com) or (319) 519-6220 to request a copy of the bid documents. At the time of request, bidders will receive an electronic copy of the bidding plans and specifications. If a paper copy is requested, a full set of specifications and an 11"x17" size set of bidding plans will be mailed one time, free of charge to prospective bidder. Bidders are welcome to pick up paper copies from Axiom Consultants as long as they are requested prior to being picked up.

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.

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

### **GENERAL NATURE OF THE PUBLIC IMPROVEMENT**

#### **THIRD STREET RECONSTRUCTION PROJECT**

Summary Project Description: City of Riverside's 3 Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration. The base bid will include the full scope of work with the intent and purpose to award and construct the full project. The four (4) Alternates will deduct portions of the project based on the final bid amounts.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 5% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

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

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Riverside and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Riverside from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

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

Contractor shall fully complete the Base Bid project by (no later than) October 28, 2022. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500 per calendar day will be assessed for work not completed within the designated contract term.

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

A pre-bid conference will be held on March 7, 2022 at 2:00 P.M., in the City Council Chambers located at Riverside City Hall, 60 Greene Street, Riverside, Iowa. Immediately after the conference, a site tour will be conducted if necessary.

**THIS NOTICE IS GIVEN BY AUTHORITY OF THE CITY OF RIVERSIDE  
/S/ ALLEN SCHNEIDER, MAYOR  
CITY OF RIVERSIDE  
PUBLISHED IN THE NEWSPAPER OF "THE NEWS"**

**END OF SECTION**

## **SUDAS INSTRUCTIONS TO BIDDERS**

### **INSTRUCTIONS TO BIDDERS**

The work comprising the above referenced project shall be constructed in accordance with the 2022 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

#### **I. BID SECURITY**

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to City of Riverside. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

#### **II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER**

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

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

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part E – Bid Items, Quantities, and Prices
- Part I – Identity of Bidder (including the Bidder Status Form)

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



### **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.**

Y / N - My business is currently registered as a contractor with the Iowa Division of Labor.

Y / N - My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Y / N - 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.

Y / N - 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.

Y / N - 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.

Y / N - My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Y / N - 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.

Y / N - 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.

Y / N - 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.

Y / N - My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Y / N - 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.

**END OF SECTION**

## **SUDAS PROPOSAL**

### **PROPOSAL**

#### **PROPOSAL PART A – SCOPE**

The City of Riverside, 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 of Riverside, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

#### **PROJECT DESCRIPTION: THIRD STREET RECONSTRUCTION**

Summary Project Description: City of Riverside's Third Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration.

#### **PROPOSAL PART B – 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 PART C – SPECIFICATIONS**

The Bidder hereby acknowledges and certifies awareness that ALL applicable SUDAS specifications shall apply to this project. If there are questions, bidders shall clarify during the bidding process.

#### **PROPOSAL PART D – QUALITY ASSURANCE (TESTING)**

The Bidder hereby acknowledges the Contractor shall be responsible for contracting and scheduling all material testing as noted and required in SUDAS specifications. Engineer shall manage, review and provide oversight on such testing and results.

#### **PROPOSAL PART E – 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 F – 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 the Base Bid project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to Substantially Complete the project November 18, 2022, except seeding, final restoration and clean-up; and to pay interim liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred 00/100 dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.
4. Commence the work on the Base Bid project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to have Final Completion of the project May 31, 2023; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred 00/100 dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

#### **PROPOSAL PART G – 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 H – ADDITIONAL REQUIREMENTS**

Additional requirements are not applicable for this proposal.

**PROPOSAL PART I – IDENTITY OF BIDDER**

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

- |                                                                                           |                                                    |
|-------------------------------------------------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Individual, Sole Proprietorship                                  | <input type="checkbox"/> Partnership               |
| <input type="checkbox"/> Corporation                                                      | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Joint-Venture: all parties must join-in & executed all documents | <input type="checkbox"/> Other                     |

The Bidder shall enter its Public Registration NUMBER \_\_\_\_\_ - \_\_\_\_\_ ISSUED by the Iowa commissioner of labor pursuant SECTION 91C.5 OF THE IOWA CODE.

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.

**BIDDER (COMPANY NAME):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT/TYPE):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**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:** \_\_\_\_\_

**NOTE: THE SIGNATURE ON THIS PROPOSAL MUST BE AN ORIGINAL SIGNATURE IN INK; COPIES, FACSIMILES, OR ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.**

**ALL BIDDERS MUST SUBMIT THE FOLLOWING COMPLETED FORM TO THE GOVERNMENTAL BODY REQUESTING BIDS PER 875 IOWA ADMINISTRATIVE CODE CHAPTER 156.**

**BIDDER STATUS FORM**

**PART A - TO BE COMPLETED BY ALL BIDDERS**

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

Y / N - 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).

Y / N - My company has an office to transact business in Iowa.

Y / N - My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Y / N - My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Y / N - 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.

**Part B - TO BE COMPLETED BY RESIDENT BIDDERS**

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

**DATES:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
(MM/DD/YYYY)

**ADDRESS:** \_\_\_\_\_  
**CITY, STATE,** \_\_\_\_\_  
**ZIP:** \_\_\_\_\_

**DATES:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
(MM/DD/YYYY)

**ADDRESS:** \_\_\_\_\_  
**CITY, STATE,** \_\_\_\_\_  
**ZIP:** \_\_\_\_\_

**DATES:** \_\_\_\_\_ **TO:** \_\_\_\_\_  
(MM/DD/YYYY)

**ADDRESS:** \_\_\_\_\_  
**CITY, STATE,** \_\_\_\_\_  
**ZIP:** \_\_\_\_\_

You may attach additional sheet(s) if needed.

**PART C - TO BE COMPLETED BY NON-RESIDENT BIDDERS**

**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.

**PART D - TO BE COMPLETED BY ALL BIDDERS**

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:** \_\_\_\_\_

**PROPOSAL ATTACHMENT: PART E**

**PART E – BID ITEMS, QUANTITIES, AND PRICES**

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

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
1.	CLEARING AND GRUBBING	LS	1	\$	\$
2.	TOPSOIL, ON-SITE	CY	2,146	\$	\$
3.	EXCAVATION, CLASS 10	CY	13,000	\$	\$
4.	SUBGRADE PREPARATION	SY	16,235	\$	\$
5.	COMPACTION TESTING	LS	1	\$	\$
6.	BELOW GRADE EXCAVATION(CORE OUT)	CY	200	\$	\$
7.	MODIFIED SUBBASE	TON	5,115	\$	\$
8.	SANITARY SEWER GRAVITY MAIN, TRENCHED, 8" PVC	LF	124	\$	\$
9.	SANITARY SEWER SERVICE STUB, 4" PVC	LF	1,945	\$	\$
10.	REMOVAL OF SANITARY SEWER, 8" PVC	LF	2,069	\$	\$
11.	STORM SEWER, TRENCHED, 15" RCP	LF	1,488	\$	\$
12.	STORM SEWER, TRENCHED, 18" RCP	LF	914	\$	\$
13.	STORM SEWER, TRENCHED, 24" RCP	LF	328	\$	\$
14.	STORM SEWER, TRENCHED, 36" RCP	LF	185	\$	\$
15.	STORM SEWER, TRENCHED, ELLIPTICAL 44" X 27" RCP	LF	105	\$	\$
16.	STORM SEWER, TRENCHED, ELLIPTICAL 59" X 36" RCP	LF	185	\$	\$
17.	REMOVAL OF STORM SEWER, SIZES AND TYPE PER PLANS	LF	1,933	\$	\$
18.	STORM SEWER ABANDONMENT, PLUG	EA	1	\$	\$
19.	SUBDRAIN, PERFORATED PLASTIC PIPE 6"	LF	6,669	\$	\$
20.	SUBDRAIN OUTLET, DR-303	EA	41	\$	\$
21.	STORM SEWER SERVICE, 6" PVC INCLUDING 6" WYE	LF	1,772	\$	\$
22.	WATER MAIN, TRENCHED, 6" PVC	LF	3,280	\$	\$
23.	WATER MAIN, TRENCHLESS, 6" PVC	LF	81	\$	\$
24.	WATER SERVICE PIPE, 1" PVC	LF	1,979	\$	\$
25.	WATER SERVICE CORPORATION, 1" PVC	EA	54	\$	\$
26.	WATER SERVICE CURB STOP AND BOX, 1" PVC	EA	54	\$	\$

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
27.	WATER MAIN REMOVAL, 4" & 6"	LS	1	\$	\$
28.	VALVE, GATE, DIP, 6"	EA	17	\$	\$
29.	FIRE HYDRANT ASSEMBLY	EA	7	\$	\$
30.	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6	\$	\$
31.	MANHOLE, SANITARY SEWER, SW-301, 48"	EA	2	\$	\$
32.	MANHOLE, SANITARY SEWER, SW-401, 48"	EA	7	\$	\$
33.	MANHOLE, STORM SEWER, SW-402	EA	3	\$	\$
34.	INTAKE, SW-509	EA	13	\$	\$
35.	INTAKE, SW-512, 24"	EA	7	\$	\$
36.	INTAKE, SW-541	EA	1	\$	\$
37.	INTAKE, SW-545	EA	13	\$	\$
38.	MANHOLE ADJUSTMENT, MINOR	EA	1	\$	\$
39.	MANHOLE ADJUSTMENT, MAJOR	EA	4	\$	\$
40.	CONNECTION TO EXISTING MANHOLE	EA	1	\$	\$
41.	CONNECTION TO EXISTING INTAKE	EA	4	\$	\$
42.	REMOVE MANHOLE	EA	1	\$	\$
43.	REMOVE INTAKE	EA	10	\$	\$
44.	REMOVAL OF EXISTING STRUCTURES	LS	1	\$	\$
45.	PAVEMENT, 7" PCC	SY	14,546	\$	\$
46.	CURB & GUTTER, 24" WIDE, 7" THICK	LF	178	\$	\$
47.	PCC PAVEMENT SAMPLES AND TESTING	LS	1	\$	\$
48.	PAVEMENT, HMA	SY	385	\$	\$
49.	REMOVAL OF SIDEWALK	SY	2,657	\$	\$
50.	SIDEWALK, 4" PCC	SY	3,343	\$	\$
51.	SIDEWALK, 6" PCC	SY	600	\$	\$
52.	DETECTABLE WARNINGS	SF	460	\$	\$
53.	DRIVEWAY, 6" PCC	SY	1,502	\$	\$
54.	DRIVEWAY, GRANULAR	TON	45	\$	\$
55.	REMOVAL OF PAVED DRIVEWAY	SY	663	\$	\$
56.	PAVEMENT REMOVAL	SY	12,129	\$	\$
57.	SIGN INSTALLATION	LS	1	\$	\$
58.	TRAFFIC SIGN REMOVAL	LS	1	\$	\$
59.	PAINTED PAVEMENT MARKINGS, SOLVENT / WATERBORNE	STA	51.2	\$	\$
60.	TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
61.	HYDRAULIC SEEDING, SEEDING, FERTILIZING & MULCHING-TYPE 1	ACRE	3.3	\$	\$
62.	TEMPORARY SEEDING, FERTILIZING AND MULCHING-TYPE 4	ACRE	3.3	\$	\$
63.	ROLLED EROSION CONTROL PRODUCT TYPE 1.B - WOOD EXCELSIOR MAT	SY	3,740	\$	\$
64.	FILTER SOCK, 9"	LF	6,614	\$	\$
65.	FILTER SOCKS, REMOVAL	LF	6,614	\$	\$



ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENDED PRICE
66.	RIP RAP, CLASS D	TON	68	\$	\$
67.	SILT FENCE OR SILT FENCE DITCH CHECK	LF	3,198	\$	\$
68.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF SEDIMENT	LF	3,198	\$	\$
69.	SILT FENCE OR SILT FENCE DITCH CHECK, REMOVAL OF DEVICE	LF	3,198	\$	\$
70.	INLET PROTECTION DEVICE	EA	36	\$	\$
71.	INLET PROTECTION DEVICE, MAINTENANCE	EA	36	\$	\$
72.	SEGMENTAL BLOCK RETAINING WALL	SF	3,350	\$	\$
73.	CONCRETE STEPS, PER PLAN	SF	569.6	\$	\$
74.	HANDRAIL, STEEL	LF	192	\$	\$
75.	SAFETY RAIL	LF	335	\$	\$
76.	MOBILIZATION	LS	1	\$	\$
77.	MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	\$	\$
78.	CONCRETE WASHOUT	LS	1	\$	\$
<b>TOTAL BASE BID CONSTRUCTION COST</b>				<b>\$</b>	

NOTES:

1. Complete and include Section 00 4323 ALTERNATES FORM
2. The base bid will include the full scope of work with the intent and purpose to award and construct the full project. The four (4) Alternates will deduct portions of the project based on the final bid amounts.

**END OF SECTION**

**SUDAS BID BOND**

**SAMPLE BID BOND FORM**

**KNOW ALL BY THESE PRESENTS:**

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

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

Summary Project Description: City of Riverside's Third Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration.

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 Washington 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.

**(CONT. BID BOND)**

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**SURETY**

SURETY COMPANY: \_\_\_\_\_

SIGNATURE ATTORNEY-IN-FACT/OFFICER:

\_\_\_\_\_

PRINTED ATTORNEY-IN-FACT/OFFICER:

\_\_\_\_\_

SURETY ADDRESS: \_\_\_\_\_

SURETY TELEPHONE NUMBER: \_\_\_\_\_

**PRINCIPAL**

BIDDER COMPANY: \_\_\_\_\_

BIDDER SIGNATURE:

\_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

BIDDER ADDRESS: \_\_\_\_\_

BIDDER TELEPHONE NUMBER: \_\_\_\_\_

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures 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, embossed seal.

**END OF SECTION**

**SECTION 00 4323  
ALTERNATES FORM**

**PARTICULARS**

- 1.1 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:
- 1.2 (BIDDER) \_\_\_\_\_
- 1.3 TO (OWNER ): CITY OF RIVERSIDE, IOWA
- 1.4 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**ALTERNATES LIST**

- 2.1 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 01 2300 - ALTERNATES FOR A FULL DESCRIPTION OF EACH ALTERNATE.

ALTERNATE # 1: ADD / (DEDUCT) \$ \_\_\_\_\_

ALTERNATE # 2: ADD / (DEDUCT) \$ \_\_\_\_\_

ALTERNATE # 3: ADD / (DEDUCT) \$ \_\_\_\_\_

ALTERNATE # 4: ADD / (DEDUCT) \$ \_\_\_\_\_

**END OF SECTION**

**SUDAS CONTRACT**

**SAMPLE CONTRACT FORM**

**CONTRACT NO.** \_\_\_\_\_

**DATE:** \_\_\_\_\_

THIS CONTRACT, made and entered into at CITY OF RIVERSIDE, IOWA this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF RIVERSIDE, IOWA by and upon order of its MAYOR 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 OF RIVERSIDE, IOWA. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. 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 2: 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:

Summary Project Description: City of Riverside's Third Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration.

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 \_\_\_\_\_; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred Dollars and 00/100(\$500.00) for each calendar day thereafter that the work remains incomplete.

The Contractor agrees to provide progress payments based on Applications for Payment submitted to the Engineer by the Contractor and approval for payment issued by the Engineer, the Jurisdiction shall make progress payments on account of City Council's approval of the Contract

Sum to the Contractor as provided below. The period covered by each Application for Payment shall be on calendar month ending on the last day of the month and provided to the Engineer not later than the 3rd Wednesday of a month. For each progress payment made prior to Substantial Completion of the Work, the Jurisdiction may withhold retainage from the payment in the amount of 5%. Final payment, constituting the entire paid balance fo the Contract Sum, shall be made by the Jurisdiction to the Contractor when

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work to satisfy other requirements, if any, which extend beyond final payment;
2. A final Certificate for Payment has been issued by the Engineer.

The Jurisdiction's final payment to the Contractor shall be made no later than 30 days after the issuance of the Engineer's final Certificate of Payment.

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

**JURISDICTION**

BY: \_\_\_\_\_

(SEAL)

ATTEST: \_\_\_\_\_

FORM APPROVED BY:

\_\_\_\_\_ (ATTORNEY FOR JURISDICTION)

**CONTRACTOR**

COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:**

1. All Contractors: The Contractor shall enter its Public Registration Number

\_\_\_\_ - \_\_\_\_

issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

Third Street Reconstruction  
Riverside, IA

Axiom Consultants  
21-0144

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

**CORPORATE ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
\_\_\_\_\_ County)

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

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

**PARTNERSHIP ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
\_\_\_\_\_ County)

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

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



**INDIVIDUAL ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
\_\_\_\_\_ County)

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

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

**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

State of \_\_\_\_\_ )  
\_\_\_\_\_ ) SS  
\_\_\_\_\_ County)

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

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

**CONTRACT ATTACHMENT**

**CONTRACT ATTACHMENT: ITEM 1 - GENERAL**

No additional contract requirements

**CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES (SAMPLE FORM)**

This contract is awarded and executed for completion of the work specified in the contract documents for the the bid prices tabulated 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 that amount to 20% or less of the amount bid shall not affect the unit bid price.

**The awarded Contractor's Base Bid Form and the selected Alternate Bid Form will be included as an attachment to the Contract.**

**END OF SECTION**

**SUDAS PERFORMANCE, PAYMENT AND MAINTENANCE BOND**

**SAMPLE PERFORMANCE, PAYMENT AND MAINTENANCE BOND FORM**

**SURETY BOND NO.** \_\_\_\_\_

**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 \_\_\_\_\_, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Summary Project Description: City of Riverside's Third Street Reconstruction improvements includes the full reconstruction of approximately 4,235 linear feet of an existing rural HMA street section to a 31-foot wide 7" PCC street with curb, gutter and storm sewer. Improvements include all labor, materials and equipment necessary to construct 7" PCC on a 6" modified subbase, longitudinal subdrain, driveways, 6" PCC sidewalk, intakes, storm sewer, 6" PVC water main, 8" sanitary sewer, sanitary and water services, retaining wall, HMA alley and transitions, traffic control, earthwork, erosion control, seeding and miscellaneous associated work including clean-up and restoration.

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 \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), which is the cost associated with those items shown on the proposal and in the Contract that 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 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 the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period of (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; and

B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period of (4) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

C. To keep all work in continuous good repair; and

D. 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.

E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.

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 20% of the total contract price, and that this bond shall then be released as to such excess increase; and

C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

D. That no provision of this Bond or of any other contract shall be valid that 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 against 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 regarding this Bond, the parties agree that the venue thereof shall be Washington 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 therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

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

When a word, term, or 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.

**(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)**

**PRINCIPAL**

CONTRACTOR: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SURETY**

SURETY COMPANY: \_\_\_\_\_

SIGNATURE ATTORNEY-IN-FACT/OFFICER: \_\_\_\_\_

PRINTED ATTORNEY-IN-FACT/OFFICER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**FORM APPROVED BY**

ATTORNEY FOR JURISDICTION: \_\_\_\_\_

**NOTE:**

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

**END OF SECTION**

## **SECTION 00 7200 GENERAL CONDITIONS**

### **FORM OF GENERAL CONDITIONS**

#### **1.1 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT ARE AS FOLLOWS:**

- A. Iowa Statewide Urban Design and Specification (SUDAS), 2022 Edition, shall apply and be used as specifications for this project.
- B. Insurance by Contractor
  - 1. The Contractor must provide a certificate of insurance showing coverage in the required amounts prior to project commencement and throughout the construction period with the following minimum amounts:
    - a. Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
    - b. Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death and property damage of \$1,000,000 for each accident; and \$1,000,000 aggregate for accidents during the policy period on a per project basis. The Owner and Engineer shall be named additional insured on the Contractor's insurance.
    - c. Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
  - 2. Owner reserves the right to approve the insurance company.
- C. Quality Assurance and Testing
  - 1. The Contractor shall be responsible for contracting and scheduling all material testing as noted and required in SUDAS specifications. Axiom Consultants shall manage, review and provide oversight on such testing and results.
- D. Construction Staking
  - 1. Staking services, as requested by the Contractor, will be provided by Axiom Consultants and contracted between Axiom Consultants and the City of Riverside.
- E. Scheduling
  - 1. The Contractor shall provide a proposed schedule upon award of contract and in preparation of pre-construction meeting.
  - 2. The Project is intended to be phased from east to west, starting at E. Hickory Street (HWY 22) progressing west to Washington Street.
  - 3. Substantial Completion is defined as all work except the seeding, final restoration and clean-up.
  - 4. The intended Final Completion date schedule assumes ten (10) lost days to weather and the accepted Base Bid of all improvements. Schedule to be adjusted accordingly if more than ten (10) days of inclement weather impact construction progress or the Alternates accepted which would minimize scope of work.
  - 5. Liquidated damages of \$500 per calendar day will be assessed beyond the completion dates and schedule as noted in Section 00 0102 PROJECT INFORMATION.
- F. Electronic Media Transfer

1. The Electronic Release Form, following this section is required for any request of electronic or CAD files regarding this project: City of Riverside, Third Street Reconstruction.

**END OF SECTION**



## SECTION 01 2300 ALTERNATES

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

#### **1.2 RELATED REQUIREMENTS**

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 4323 - Alternates Form: List of Alternates as supplement to Bid Form.

#### **1.3 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- C. All Alternates are to be DEDUCTS to the Base Bid and will be considered pending the Base Bid totals and the Owner's available funding.
- D. Quantities associated specifically to each Alternate's limits and scope are provided within the plans. The Base Bid includes all quantities, including all Alternates, to provide the complete, full project limit and scope.

#### **1.4 SCHEDULE OF ALTERNATES**

- A. Alternate No. 1:
  - 1. Description: Third Street West of Greene Street.
    - a. This item is to include all improvements, other than water main, for the reconstruction of Third Street from the west side of Greene Street intersection through Washington Street (end of project).
- B. Alternate No. 2:
  - 1. Description: Rose Street and 2nd Street.
    - a. This item is to include all improvements, including all utilities and pavement, for the reconstruction of Rose Street south of the Base Bid project area and the reconstruction of 2nd Street. Project limits for Alternate 2 shall be defined as noted in the plans and being near STA 9+85 south to 2nd Street and 2nd Street to just east of Ella Street.
- C. Alternate No. 3:
  - 1. Description: Greene Street South.
    - a. This item is to include all improvements, including all utilities and pavement, for the reconstruction of Greene Street south of the Base Bid project area. Project limits for Alternate 3 shall be defined as noted in the plans and being near STA 79+50 to just north of 2nd Street.
- D. Alternate No. 4:
  - 1. Description: Washburn Street South.
    - a. This item is to include all improvements, including all utilities and pavement, for the reconstruction of Washburn Street south of the Base Bid project area. Project limits for Alternate 4 shall be defined as noted in the plans and being near STA 70+90 to

just north of 2nd Street.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**