

**PROJECT SPECIFICATIONS  
FOR  
FY 2023 SIDEWALK REPAIR  
ASSESSMENT PROGRAM - ZONE 2**



**CONTRACT NO. 1064**

The seal is circular with a double border. The outer border contains the text "LICENSED PROFESSIONAL ENGINEER" at the top and "IOWA" at the bottom, separated by two stars. The inner circle contains the text "WILLIAM W. CASTLE" and "19715".	<p>I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a licensed Professional Engineer under the laws of the State of Iowa.</p> <p><u>William W. Castle</u> <u>9/19/2022</u> William W. Castle, PE DATE My License Renewal Date is December 31, 2023. License No. is Iowa 19715 Pages or sheets covered by this seal: <u>ALL</u></p>
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**FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2  
CONTRACT NO. 1064**

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**Highlighted items must be included with bid.**

**NOTICE OF PUBLIC HEARING**  
**On Proposed Plans, Specifications, Form of Contract,**  
**And Estimate of Cost**  
**For the**  
**FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2**  
**In the City of Waterloo, Iowa**  
**CONTRACT NO. 1064**

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 6<sup>th</sup> day of October, 2022 until 1:00 p.m. for the construction of the **FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2, Contract No. 1064,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

**OPENING OF BIDS**

All proposals received will be opened in the Harold Getty Council Chambers, second floor of City Hall, in the City of Waterloo, Iowa, on the 6<sup>th</sup> day of October, 2022 at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council.

**PUBLIC HEARING**

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on the 17<sup>th</sup> day of October, 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the City of Waterloo are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

The NOTICE TO BIDDERS can be viewed at the following locations:

- 1) City of Waterloo web site at  
<https://www.cityofwaterlooia.com/government/municipalgovernmentbids.php>
- 2) Plan rooms:
  - Master Builders of Iowa  
221 Park Street, PO Box 695  
Des Moines, IA 50303
  - McGraw Hill Construction Dodge  
3315 Central Ave.  
Hot Springs, AR 71913
  - Reed Construction Data  
30 Technology Parkway South, Ste. 500  
Norcross, GA 30092

1) Plan Room Web sites:

Master Builders of Iowa web site at [www.mbsonline.com](http://www.mbsonline.com)

Dodge Lead web site: <http://dodgeprojects.construction.com/>

Reed Const. Data Lead web site: <http://www.cmdgroup.com/project-leads/>

**SCOPE OF WORK**

The extent of the work involved is removing and replacing PCC sidewalk of various widths and thicknesses, drainage structure repair, and water valve repair within Zone 2 of the City of Waterloo's Sidewalk Repair Program. This project is generally located in an area bound by:

Highway 63 – University Avenue – Washington Street – West 6<sup>th</sup> Street – Williston Avenue –  
Campbell Avenue – Moir Street

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the \_\_\_\_ day of \_\_\_\_\_.

CITY OF WATERLOO, IOWA

BY: \_\_\_\_\_  
Kelley Felchle  
City Clerk

**NOTICE TO BIDDERS**  
**For the Taking of Construction Bids for the**  
**FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM - ZONE 2**  
**In the City of Waterloo, Iowa**  
**CONTRACT NO. 1064**

**RECEIVING OF BIDS**

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**PUBLIC HEARING**

The Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on October 17, 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

**SCOPE OF WORK**

The extent of the work involved is removing and replacing PCC sidewalk of various widths and thicknesses, drainage structure repair, and water valve repair within Zone 2 of the City of Waterloo's Sidewalk Repair Program. This project is generally located in an area bound by:

Highway 63 – University Avenue – Washington Street – West 6<sup>th</sup> Street – Williston Avenue –  
Campbell Avenue – Moir Street

**BEGINNING AND COMPLETION DATES**

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed". Ten (10%) percent of the items shall be completed on or before December 16, 2022 and one hundred percent (100%) of all items shall be completed on or before August 4, 2023.

**METHOD OF PAYMENT TO CONTRACTOR**

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

The Contractor is hereby notified that if the City does not have cash on hand to pay monthly pay estimates, according to Chapter 384.57 of the Code of Iowa, payment may be made by anticipatory warrants issued bearing a rate of interest not exceeding that permitted by Chapter 74A, Code of Iowa.

## **PLANS AND SPECIFICATIONS**

Plans and Specifications governing the construction of the proposed improvements have been prepared by the City of Waterloo which plans and specifications and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Plans and Specifications are available for review only from the Engineering Department. Complete digital Plans and Specifications are available at:

<https://www.cityofwaterlooia.com/government/municipalgovermentbids.php> .

Please DO NOT obtain Bid Documents from any source other than the City of Waterloo, Iowa. Obtaining documents through any other source could prevent Bidder from being included on the official Plan Holders List, which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

## **CONTRACT AWARD**

A contract will be awarded to the qualified bidder submitting the lowest total bid. The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced with the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

## **PROPOSALS SUBMITTED**

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty.) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

## **BID SECURITY REQUIRED**

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

## **PERFORMANCE & PAYMENT BONDS**

The successful bidder will be required to furnish a "Performance Bond" and a "Payment Bond" within ten (10) days after forms are presented to him in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

## **MAINTENANCE BOND**

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

## **CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING**

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

## **LIQUIDATED DAMAGES**

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of one thousand dollars (\$1,000.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

### **PRE-CONSTRUCTION CONFERENCE**

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors and City Officials.

### **BIDDER STATUS**

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

### **SALES TAX EXEMPTION CERTIFICATES**

Contractors and approved subcontractors will be provided a Sales Tax Exemption Certification to purchase building materials or supplies in the performance of construction contracts let by the City of Waterloo.

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA



## **INSTRUCTIONS TO BIDDERS**

### **1. EXPLANATIONS TO BIDDERS**

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

### **2. EXAMINATION OF PROPOSED WORK**

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

### **3. PREPARATION OF BIDS**

- a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

- b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- c. Unless called for, alternate bids will not be considered.
- d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered, but should not reveal the amount of the original or revised bid.
- e. In preparing his bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which he proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., \$7.14). In items where unit price is required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

- f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded him by the city Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.
- g. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

#### **4. SUBMISSION OF BIDS**

- a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at his office in the City Hall before the time specified for closing bids.
- b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall made the bid so modified or amended, subject to rejection.

#### **5. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS**

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

#### **6. PUBLIC OPENING OF BIDS**

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested who may be present either in person or by representative.

#### **7. BID SECURITY REQUIRED**

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bond, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

**8. COLLUSIVE AGREEMENTS**

- a. Each bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that he as not colluded with any other person, firm, or corporation in regard to any bid submitted.
- b. Each bidder submitting a bid shall have each proposed subcontractor, if any, execute and submit to the City Contract Compliance Officer by 5:00 P.M. the business day following the day bids on this project are due, a Non-Collusion Affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for approval by the City.

**9. MINORITY AND/OR WOMEN BUSINESS ENTERPRISE SUBCONTRACTORS**

- a. CITY OF WATERLOO AND/OR WOMEN BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM

The City of Waterloo Minority and/or Women Business Enterprise Pre-Bid Contact Information Form shall be submitted with the Form of Bid or Proposal. Failure to do so shall be grounds for the bid being rejected if subcontracting is proposed by the prime contractor.

**10. MBE/WBE CONTRACT COMPLIANCE PROGRAM**

**PURPOSE**

The purpose of the Contract Compliance Program (hereinafter called Program) is to act as an impetus for increasing the participation of minority and women disadvantaged business enterprise (MBE/WBE) in City awarded construction contracts.

The Program does not propose to eliminate any bonafide contractor or subcontractor from bidding on City contracts, but it will hopefully serve as a needed stimulus to help local MBE/WBE's grow and eventually become mainstream contractors and subcontractors.

This Contract Compliance Program does not propose to include any set-aside or quotas, but only flexible goals where "good-faith efforts" are required by the contractor to use MBE/WBE subcontractors.

This Program shall not eliminate the need for contractors to continue their "good-faith efforts" in using MBE/WBE subcontractors on City contracts estimated at less than \$50,000.

The City of Waterloo will make every effort to reduce in-house construction and maintenance work that would be more cost effectively performed by the private sector and, thus, would allow additional bidding opportunities for MBE/WBE firms.

The City Contract Compliance Officer shall be advised of all City of Waterloo awarded construction contracts.

**DEFINITIONS**

*Goals:*

A flexible numerically expressed objective which contractors are required to make "good-faith efforts." The key to the requirement is to make documented efforts. Goals are neither set-a-sides nor a device to achieve proportional representation or equal results. Numerical goals do not create set-a-sides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination.

*Quota:*

A flat numerical requirement that the contractor is required to meet in order to obtain the benefit or be in compliance. The numerical goal component of affirmative action programs is not designed to be, nor may it properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin. The regulations at 41 CFR 60-2.12(a), 60-2.15 and 60-2.30, specifically prohibit discrimination and the use of goals as quotas. (U.S. Department of Labor)

*Set-Aside:*

An arrangement in which a particular contract is reserved for competition solely among minority and women business enterprises.

*Contractor:*

As used in this document means contractor, subcontractor, supplier, vendor, and professional service provider.

*Minority Business Enterprise (MBE)*

Any business, which is at least 51%, owned by one or more minorities and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list.

*Women Business Enterprise (WBE):*

Any business which is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002

*Minority:*

Any person or persons who are considered as socially and economically disadvantaged because of their identity as a group member without regard to their individual qualities. The groups include: Black American, Hispanic American, Native Americans, Eskimos, Aleuts, and Asian-Pacific Americans. 13 C.F.R. 124-1.1(c)(3)(ii)(1983).

*Lowest Responsible Bidder:*

Bidder who has offered the lowest bid and who has exhibited skill relative to the type of work bid on, judgment, financial responsibility, and evidence of working with the Affirmative Action Employment Program and the Contract Compliance Program.

*Broker:*

One buying or selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facility.

*Good Faith Efforts:*

The successful bidder shall be selected on the basis of having submitted the lowest responsible bid. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so by the following:

1. The Prime Contractor met the project goal - No Action necessary
2. If the Prime Contractor failed to meet the goal, they must submit documentation of good faith efforts.

## **CONTRACT COMPLIANCE PROGRAM SUBCONTRACTING**

The program proposes numerical projections or goals regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as subcontractors in the performance of contracts awarded by the City of Waterloo, Iowa.

A goal of at least 10% for MBE participation on all City funded construction projects that are estimated at \$50,000 or more and projects under \$50,000 where applicable at the Contract Compliance Officer's discretion. There is at least 2% WBE goal on City funded projects. Any project which is funded solely or in part with Federal funds shall follow the respective agencies contract compliance program and goals. Any project which is funded solely or in part with State funds shall follow the respective agencies contract compliance program and goals. The City of Waterloo Contract Compliance Program is for City awarded construction contracts only. The prime contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontracts must provide the prime contractor a reasonably competitive price for the service being rendered or the contractor is not required to accept the bid.

### **Administrative Reconsideration:**

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or arguments concerning the issue of whether they made adequate good faith efforts to meet the goals. The bidder will have the opportunity to meet in person with the City of Waterloo's Administrative Reconsideration Committee to discuss the issue of whether they made adequate good faith efforts. The Administrative Reconsideration Committee will forward a written decision on reconsideration to the Mayor and City Council, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

Documentation required will include but is not limited to the following:

- \* Making portions of the work available for MBE/WBE subcontracting
- \* Evidence of negotiating with MBE/WBE firms
- \* MBE/WBE quotes obtained and non-MBE/WBE quotes used
- \* Reasons agreements were not reached
- \* Follow-up after initial solicitations
- \* Efforts to assist in obtaining equipment, supplies and materials (at competitive prices), bonding, lines of credit, insurance, etc.
- \* Evidence of past compliance or non-compliance by same contractor

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

## **RESPONSIBILITIES**

### ***I. City of Waterloo***

- A. The City Contract Compliance Officer has the responsibility to assure the City's compliance with Federal, State and Municipal regulations.
- B. The City Contract Compliance Officer is responsible for maintaining a current directory of certified firms. Certification of MBE/WBE/DBE contractors is through the Iowa Department of Transportation and its Unified Certification Program. Only firms certified based on guidelines prescribed in 49 CFR Part 26 and provisions of this agreement, shall be recognized as certified by the City of Waterloo.
- C. The City Contract Compliance Officer is responsible for making available a list of future project information notices to MBE/WBE firms.

- D. The City Contract Compliance Officer shall send notices to appropriate MBE/WBE firms in the directory of each bid solicitation with opening date.
- E. The City Contract Compliance Officer will receive MBE/WBE Letter(s) of Intent to Bid and within two (2) business days forward the complete list of MBE/WBE bidders who submitted a Letter of Intent to Bid to prime contractors.

#### *Prime Contractors*

In order to be in compliance with the guidelines of this program, the prime contractor must show good-faith efforts in following the MBE/WBE Contract Compliance Program. Good-faith efforts include, but are not limited to, the following:

- A. Prime contractors shall send solicitation letters (Form CCO-3) to appropriate MBE/WBE (those certified in directory prepared by City Contract Compliance Officer) at least seven (7) working days prior to bid date. Letters should identify specific items to be subcontracted. A minimum of three (3) disadvantaged business contacts must be made and documented, if there are at least three disadvantaged businesses offering services in the area to be subcontracted (See City of Waterloo MBE/WBE Certification List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If the Prime Contractor submits a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the MBE/WBE/DBE Certifications from another government agency.
- B. If a prime contract bidder is unable to identify MBE/WBE firms to perform portions of the work, the City Contract Compliance Officer should be contacted for assistance immediately.
- C. Prime contract bidders may solicit MBE/WBE proposals by telephone or personal interviews, but all such contacts shall be confirmed by Certified Mail, or subcontract bid request forms (Form CCO-2).
- D. If any MBE/WBE business submitting bids is not selected for subcontract award, documentation must accompany the "MBE/WBE Business Enterprise Pre-Bid Contact Information Form" (Form CCO-4 and CCO-4A) on why the MBE/WBE was not selected. These reasons could include:
  - a. Not low bid. Copies of the competing bids may be required for verification.
  - b. MBE/WBE did not bid, withdrew bid or non-responsive.
  - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
  - d. Prime contractor self performs work.
  - e. Any other reason relied on by prime.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

#### *II. MBE/WBE Firms*

- A. MBE/WBE firms shall be certified by the Iowa Department of Transportation as owners and controllers of their respective businesses, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.
- B. MBE/WBE firms must perform the work on the project; they cannot act as a broker by subcontracting the work out to others.
- C. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding.

If sufficient Letters of Intent to Bid are not received by the City Contract Compliance Officer seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

### **NON-COMPLIANCE OF CONTRACTORS**

- A. Noncompliance exists when the contractor's actions are not consistent with the requirements of the Contract Compliance Program in the areas of employment and subcontracting.
- B. A bidder's failure to show good-faith efforts to meet project goals or a failure to use certified MBE/WBE firms may be grounds for finding its bid not responsible.
- C. The Contract Compliance Officer shall submit to City Council his/her recommendation on any non-compliant contract in writing.

### **NOTICE TO PROCEED**

Notice to proceed on any project with goals will not be issued until City Contract Compliance Officer determines the lowest responsible bidder has used good-faith efforts to comply with this Compliance Program and the bid was responsive.

### **CONCLUSION**

This program repeals or revises all sections of previous Waterloo Contract Compliance Programs.

## **11. EMPLOYMENT AND BUSINESS OPPORTUNITY**

To the greatest extent feasible, suppliers, subcontractors, and low income workers owning businesses or living in the Waterloo area must be given priority in supplying materials, bidding for subcontract work, or applying for employment by the contractor on this project. Opportunities for training and for employment arising in connection with this project, shall to the greatest extent feasible be made available to lower income persons residing in the project area. The contract area is the City of Waterloo.

The City of Waterloo will require the contractor to document his efforts in securing lower income workers living in the project area and in purchasing supplies from, and awarding subcontracts to, businesses owned by persons residing in the project area.

## **12. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each bidder shall, upon request of the City of Waterloo, Iowa, submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of bidder's qualifications, his experience record in constructing the type of improvements embraced, and his organization and equipment available for the work contemplated; and, when specifically requested, a detailed financial statement. The City of Waterloo, Iowa, shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Waterloo, Iowa, all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Waterloo, Iowa, that the bidder is qualified to carry out properly the terms of the contract.

## **13. AWARD OF CONTRACT**

- a. Award of contract will be made to that responsive and responsible bidder whose bid, conforming to the Specifications, is most advantageous to the City of Waterloo; price and other factors considered. The intention is to award the contract at the time of opening bids, but the right is reserved to postpone such action for a reasonable time, not exceeding thirty (30) days.

- b. The City Council may, when in its interest, reject any or all bids or waive any informality in bids received.
- c. The bidder shall submit bids on all the items listed in the proposal and shall state the unit bid price in words in the blank spaces provided beneath the item description. Should there be any discrepancy between the unit bid price in words and listed numeral unit bid price, the City of Waterloo shall consider the unit bid price in words as being the valid unit bid price. A computer-generated spreadsheet as herein provided shall also be acceptable. Proposals requiring mathematical computations to determine unit prices or totals will be rejected. A contract will be awarded to the qualified bidder submitting the lowest total bid, or for the BASE BID plus ALTERNATE(S), as applicable, chosen by the City as indicated in the NOTICE TO BIDDERS.
- d. When a contract for a public improvement is to be awarded to the lowest responsive and responsible bidder, 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.

**14. EXECUTION OF AGREEMENT, BONDS, AND CERTIFICATE OF INSURANCE**

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Waterloo, Iowa, an agreement in the form included in the contract documents in such number of copies as the City of Waterloo, Iowa, may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond and a payment bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. The bonds shall protect and save harmless the City from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the City. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.
- c. The successful bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Specifications for Construction, Section F. No. 4 "Liability Insurance" Pages 11 to 12 of 14 Pages. The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.
- d. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Waterloo, Iowa, may grant, based upon reasons determined sufficient by the City of Waterloo, Iowa, may either award the contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder



the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Waterloo, Iowa, for a refund.

**15. BIDDER STATUS**

Attention of bidders is called to the requirement of complying with the provisions of the Resident Bidder/Non-Resident Bidder requirement.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

**FORM OF BID OR PROPOSAL**  
**F.Y. 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2**  
**CONTRACT NO. 1064**  
**CITY OF WATERLOO, IOWA**

Honorable Mayor and City Council  
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of \_\_\_\_\_, a Partnership consisting of the following partners: \_\_\_\_\_, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by the City Engineer of the City of Waterloo now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **F.Y. 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2, Contract No. 1064**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

<b>F.Y. 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2 CONTRACT NO. 1064</b>					
<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QTY.</b>	<b>UNIT BID PRICE</b>	<b>TOTAL BID PRICE</b>
1	4" PCC R/R Sidewalk	SF	32,008.2	\$	\$
2	5" PCC R/R Sidewalk	SF	2,930.9	\$	\$
3	6" PCC R/R Sidewalk	SF	2,730.2	\$	\$
4	R/R Class A PCC Sidewalk	SF	2,468.9	\$	\$
5	Class F Sidewalk Patch	EACH	12.0	\$	\$
6	Sidewalk Curb	LF	60.0	\$	\$
7	Clean Walk	EACH	16.0	\$	\$
8	Water Valve Adjustment	EACH	24.0	\$	\$
9	Joint Seal	LF	15.9	\$	\$
10	Sidewalk Removal	SF	1,413.0	\$	\$
11	Topsoil, Off-site	CY	26.2	\$	\$
<b>TOTAL BID</b>				<b>\$</b>	

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.
3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.
4. Security in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in the form of \_\_\_\_\_, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.
5. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.
6. Attached hereto is a Bidder Status Form.
7. The bidder is prepared to submit a financial and experience statement upon request.
8. The Prime Contractor and Subcontractor(s), which have performed an aggregate of \$10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.
9. The bidder has received the following Addendum or Addenda:

Addendum No. _____	Date _____
_____	_____
_____	_____
10. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

- 1) The City of Waterloo does not approve the subcontractors.
- 2) The subcontractors submit in writing that they cannot fulfill their subcontracts.
11. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".
12. The bidder has attached all applicable forms.
13. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

---

(Name of Bidder) (Date)

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

Official Address: (Including Zip Code):

\_\_\_\_\_  
\_\_\_\_\_

I.R.S. No. \_\_\_\_\_

**INFORMATION NEEDED  
FOR  
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE**

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

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

(Check One):      PRIME \_\_\_\_\_      SUBCONTRACTOR \_\_\_\_\_

FEDERAL ID#: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT CONTRACT NO.: \_\_\_\_\_

**DESCRIPTION OF WORK:**

- |   |   |
|---|---|
| <input type="checkbox"/> Brickwork                    | <input type="checkbox"/> Landscaping                |
| <input type="checkbox"/> Carpentry                    | <input type="checkbox"/> Painting                   |
| <input type="checkbox"/> Concrete                     | <input type="checkbox"/> Paving                     |
| <input type="checkbox"/> Drywall-Plaster-Insulation   | <input type="checkbox"/> Plumbing                   |
| <input type="checkbox"/> Electrical                   | <input type="checkbox"/> Roofing-Siding-Sheet Metal |
| <input type="checkbox"/> Excavation/Grading           | <input type="checkbox"/> Windows                    |
| <input type="checkbox"/> Flooring                     | <input type="checkbox"/> Wrecking-Demolition        |
| <input type="checkbox"/> Heavy Construction           | <input type="checkbox"/> Other (Please specify)     |
| <input type="checkbox"/> Heating-Ventilating-Air Cond | _____   |

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, and \_\_\_\_\_, as Surety, are held and firmly

bound unto the \_\_\_\_\_ CITY OF WATERLOO \_\_\_\_\_, Iowa, hereinafter called "OWNER." In the penal sum

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of

the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

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 bond shall be forfeited to the Owner 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 Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

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 hereto affixed and these presents to be signed by their proper officers this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_(Seal)  
Principal

By \_\_\_\_\_  
(Title)

\_\_\_\_\_(Seal)  
Witness Surety

\_\_\_\_\_  
Witness By Attorney-in-fact

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

)ss

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) \_\_\_\_\_, of \_\_\_\_\_, the Bidder that has submitted the attached Bid;
2. He is fully-informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid:
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)\_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_.

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_)

) ss:

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) \_\_\_\_\_, of \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the "Subcontractor;"
2. He is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to \_\_\_\_\_, contract pertaining to the \_\_\_\_\_ project in \_\_\_\_\_;  
\_\_\_\_\_  
(City or County and State)
3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed contract; and
5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

\_\_\_\_\_  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_.



**EQUAL OPPORTUNITY CLAUSE**  
(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars (\$10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:
  - a. Employment
  - b. Upgrading
  - c. Demotion or Transfer
  - d. Recruitment and Advertising
  - e. Layoff or Termination
  - f. Rates of Pay or Other Forms of Compensation
  - g. Selection for Training Including Apprenticeship
2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.
3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.
4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.
5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.
7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.
8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) \_\_\_\_\_  
(Appropriate Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## **TITLE VI CIVIL RIGHTS**

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however,

that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder Status Form

To be completed by all bidders

Part A

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

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

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

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

To be completed by resident bidders

Part B

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

Dates: _____ / _____ / _____ to _____ / _____ / _____	Address: _____ City, State, Zip: _____
Dates: _____ / _____ / _____ to _____ / _____ / _____	Address: _____ City, State, Zip: _____
Dates: _____ / _____ / _____ to _____ / _____ / _____	Address: _____ City, State, Zip: _____

*You may attach additional sheet(s) if needed.*

To be completed by non-resident bidders

Part C

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

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

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

\_\_\_\_\_

\_\_\_\_\_

*You may attach additional sheet(s) if needed.*

To be completed by all bidders

Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Worksheet: Authorization to Transact Business

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

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

**CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM**

Check box that applies to party completing program:

- (        ) General Contractor  
(        ) Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company \_\_\_\_\_

Address of Company \_\_\_\_\_ Zip \_\_\_\_\_

Telephone Number (        ) \_\_\_\_\_

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number) \_\_\_\_\_  
\_\_\_\_\_

Name of Equal Employment Officer \_\_\_\_\_

Name of Project \_\_\_\_\_

Project Contract Number \_\_\_\_\_

Estimated Construction Work Dates \_\_\_\_\_ / \_\_\_\_\_  
Start                      Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor \_\_\_\_\_

Name of Subcontractor \_\_\_\_\_

Subcontractor's Address \_\_\_\_\_ Zip \_\_\_\_\_

Subcontractor's Telephone Number (        ) \_\_\_\_\_

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number)  
\_\_\_\_\_

Name of Equal Employment Officer \_\_\_\_\_

A. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Sex</u>	<u>Ethnic Origin</u>
<hr/>				
<hr/>				
<hr/>				

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

<u>Name</u>	<u>Address</u>	<u>Type of Affiliation</u>	<u>Degree</u>
<hr/>			
<hr/>			

## II. EMPLOYER'S POLICY (Please read carefully.)

- A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.
- B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.
- C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.
- D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.
- E. \_\_\_\_\_ will give training  
(Name of Company)  
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

### III. AFFIRMATIVE ACTION

- A. \_\_\_\_\_ recognizes that the effective application of a policy of  
(Name of Company)  
merit employment involves more than just a policy statement, and \_\_\_\_\_  
(Name of Company)  
will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.
- B. \_\_\_\_\_ will undertake the following six (6) steps to improve  
(Name of Company)  
our Affirmative Action Program:
1. Minority Recruitment and Employment;
  2. Local Recruitment and Employment;
  3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
  4. Handicapped Recruitment and Employment;
  5. Female Recruitment and Employment; and
  6. Training, Upgrading and Promotional Opportunities.
- C. \_\_\_\_\_ will take whatever steps are necessary to  
(Name of Company)  
ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:
1. Local advertising media (newspapers, radio, TV);
  2. Community organizations (churches, clubs, schools);
  3. Public and private institutions in the area (UNI, Hawkeye Community College);
  4. Job Service of Iowa; and
  5. Other.
- D. \_\_\_\_\_ will seek qualified minority, female, and local group applicants  
(Name of Company)  
for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.
- E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.
- F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.
- G. \_\_\_\_\_ will encourage other companies, with whom we are  
(Name of Company)  
associated and/or do business, to do the same and we will assist them in their efforts.



H. \_\_\_\_\_ has taken the following Affirmative Action to ensure that  
(Name of Company)  
minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or  
bid on this project: (if none, write "NONE")

1. \_\_\_\_\_

2. \_\_\_\_\_

I. As a result of the above efforts, we have involved minority, female, and local contractors and/or  
suppliers in the following areas of subcontracting: (if none, write "NONE")

1. \_\_\_\_\_

2. \_\_\_\_\_

J. \_\_\_\_\_ will require approved Affirmative Action Programs from  
(Name of Company)  
all nonexempt contractors who propose to work on this project and will take whatever steps are  
necessary to ensure that non-minority contractors have adequate representation of minority, female  
and local persons in their total work force.

K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as  
amended, we establish the goals for our company, based on parity percentages supplied by the City,  
and we realize these goals will be reviewed on an annual basis.

L. \_\_\_\_\_ will keep records of specific actions relative to  
(Name of Company)  
recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo  
with any information relative to same, including activities of our SUBCONTRACTORS and suppliers  
as necessary or when requested.

M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

N. \_\_\_\_\_  
(Name of Company)

Affirmative Action Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas  
which must be met, but must be targets, reasonably attainable by means of applying every good  
faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 201\_, please submit percentage targets for employing minorities and women. If you  
already have reached your target for hiring minorities and women, please submit that percentage.

\*Goals for Minorities: \_\_\_\_\_%

Goals for Women: \_\_\_\_\_%

\*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and  
5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 20\_\_\_\_. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

**CONTRACTOR'S TOTAL WORK FORCE  
(WATERLOO)**

[illegible]

INDICATE:            DISABLED VETERAN:            DV  
                          VIETNAM ERA VETERAN:        VV  
                          HANDICAPPED:                H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: \_\_\_\_\_  
Company Executive

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Equal Employment  
Opportunity Officer

\_\_\_\_\_  
Date

City of Waterloo Affirmative Action Officer

\_\_\_\_\_ Approved

\_\_\_\_\_ Disapproved Reason: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **DESCRIPTION OF JOB CATEGORIES**

1. **Officials/Manager**: Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.
2. **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.
3. **Technicians**: Occupations, which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftspersons, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, police and fire sergeants and kindred workers.
4. **Office/Clerical**: Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.
5. **Skilled Craft Workers**: Workers perform jobs, which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work, which is acquired through on-the-job training programs. Includes: Mechanics and repairmen, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.
6. **Sales Workers**: Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesmen, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.
7. **Operatives (semi-skilled)**: Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.
8. **Laborers (unskilled)**: Workers in manual occupations, which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen, raftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices**: Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
10. **Trainees (on-the-job)**: Production. . . persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

White Collar. . . persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

## **ITEMS OF POTENTIAL MBE/WBE PARTICIPATION**

### **NOTICE TO PROSPECTIVE BIDDERS:**

The following are items from **the F.Y. 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM – ZONE 2, Contract No. 1064**, that have a potential for MBE/WBE Participation. This listing, however, is not intended to be all encompassing; to preclude MBE/WBE Contractors from bidding on any items of the Proposal as a Subcontractor or the entire Proposal as a Prime Contractor.

### **ALL BID ITEMS HAVE POTENTIAL FOR MBE/WBE PARTICIPATION.**

### **MBE/WBE GOALS FOR THIS PROJECT**

**IMPORTANT:** Prime Contract Bidders should be aware that ten percent (10%) MBE goal and a two percent (2%) WBE goal is attached to this project. "Certified Return Receipt" letters are no longer needed with the bid showing proof of contacting MBE or WBE Subcontractors, but the Pre-Bid Contact Information Form must be filled out completely.

City of Waterloo Contract Compliance Officer:

Contract Compliance Officer  
Community Development Board  
Carnegie Annex, Suite 202  
620 Mulberry Street  
Waterloo, IA 50703  
Phone: (319) 291-4429

**SUBCONTRACTOR'S BID REQUEST FORM  
PRIME BIDDER'S LETTERHEAD**

Contract No.: \_\_\_\_\_

Letting Date: \_\_\_\_\_

I, (subcontractor's name), hereby attest that I have been solicited for a bid on (project name) in the area of (description of work and bid item no.).

(Prime contractor) has informed me that if I am interested in bidding, a subcontracting bid proposal must be submitted to the company office by \_\_\_\_\_ and \_\_\_\_\_  
(Date) (Time).

\_\_\_\_\_  
Subcontractor's Company Name

\_\_\_\_\_  
Subcontractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Prime Bidder's Signature

\_\_\_\_\_  
Date

**LETTER TO BE USED WHEN SOLICITING FOR  
SUBCONTRACTOR QUOTES**

Subcontractor Company Name  
Address

RE: Contract No.: \_\_\_\_\_

Dear \_\_\_\_\_:

(Prime Contractor's Company Name) is presently soliciting for the following work in connection with the above referenced project.

(Insert bid Item Nos. and Description of Work)

(Prime Contractor's Company Name) is an Equal Opportunity Employer, and all qualified bidders will not be discriminated against due to race, religion, color, sex, or origin.

If interested in bidding your proposal must be turned in to this office by

\_\_\_\_\_ and \_\_\_\_\_.  
(Date) (Time)

Sincerely,

(Prime Contractor's Representative)





**MBE/WBE BUSINESS ENTERPRISE  
PRE-BID CONTACT INFORMATION FORM**

Prime Contractor Name: \_\_\_\_\_  
Project: \_\_\_\_\_ Letting Date: \_\_\_\_\_

**NO MBE/WBE SUBCONTRACTORS:** If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_ - \_\_\_\_\_

**SUBCONTRACTORS APPLICABLE:** You are required, in order for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions may be directed to Contract Compliance Office 319-291-4429.

You are required, in order for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation.

If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Rudy Jones, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID  
MBE/WBE BUSINESS ENTERPRISE CONTACTS**

<u>MBE/WBE Subcontractors</u>	<u>Dates Contacted</u>	<u>Quotes</u>		<u>Received</u>		<u>Quotation used in bid</u>
		<u>Yes/No</u>	<u>Dates Contacted</u>	<u>Yes/No</u>	<u>Dollar Amount Proposed to be Subcontracted</u>	

## **MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS**

### **Prime Contractor Responsibilities:**

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation, and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of \$50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.
2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.
3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.
4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
  - a. A copy of the bid received from the MBE/WBE, OR
  - b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
  - c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.
5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
  - a. Not low bid. Copies of the competing bids may be required for verification.
  - b. MBE/WBE did not bid, withdrew bid or was non-responsive.
  - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
  - d. Prime contractor self performs work.
  - e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

### **Subcontractors Responsibilities:**

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

**LETTER OF INTENT TO BID  
(MBE/WBE LETTER)**

According to the Current MBE/WBE Contract Compliance Program - 2002, all MBE/WBE Contractors interested in submitting subcontractor quotes on construction projects with goals, MUST submit a LETTER OF INTENT TO BID to the City of Waterloo Contract Compliance Officer at least seven (7) days prior to bid opening.

The LETTER OF INTENT TO BID must list the specific items, which the MBE/WBE Contractor is interested in bidding.

Letter should include the following:

Name of Project: \_\_\_\_\_  
Your Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

List of Specific items to be bid:

Item No. \_\_\_\_\_ Description: \_\_\_\_\_

Item No. \_\_\_\_\_ Description: \_\_\_\_\_

Item No. \_\_\_\_\_ Description: \_\_\_\_\_

Item No. \_\_\_\_\_ Description: \_\_\_\_\_

\_\_\_\_\_  
(Subcontractor's Company Name and authorized signature)

Return this LETTER OF INTENT TO BID to:

Contract Compliance Officer  
Community Development Board  
620 Mulberry St.  
Carnegie Annex, Suite 202  
Waterloo, IA 50703  
Phone: (319) 291-4429

**CERTIFIED  
MBE/WBE CONTRACTORS**

**CITY OF WATERLOO, IOWA**



**Contract Compliance Office  
Community Development Board  
Carnegie Annex, Suite 202  
620 Mulberry Street  
Waterloo, IA 50703**

**City WEB Site:** [www.ci.waterloo.ia.us](http://www.ci.waterloo.ia.us)

**Contract Compliance  
WEB Site  
for listing updates:** <http://www.cityofwaterlooia.com/contractcompliance>

**Contact:** Rudy Jones, Community Development Director

**Email:** [rudyjones@waterloo-ia.org](mailto:rudyjones@waterloo-ia.org)

**Phone:** (319) 291-4429  
**Fax:** (319) 291-4431

## **CERTIFIED MBE CONTRACTORS**

### **CARTER ELECTRIC**

725 Adams Street  
Waterloo, IA 50703  
Phone: (319) 232-9808  
Pager: (319) 235-4021  
Contact: Derrick Carter  
Specializing in:  
*ELECTRICAL CONTRACTOR*

### **CULPEPPER ELECTRIC**

1731 Cottage Grove Avenue  
Waterloo, IA 50707  
Phone: (319) 235-0885  
Fax: (319) 236-8177  
Contact: Martin Culpepper  
Certified: City of Waterloo Certified MBE, Licensed Electrician  
Specializing in:  
*ELECTRICAL CONTRACTOR*

### **DANIELS HOME IMPROVEMENT**

339 Albany Street  
Waterloo, IA 50703  
Phone: (319) 961-1659  
Contact: Sammy Daniels  
Specializing in:  
*ALL TYPES OF CONCRETE FLATWORK, POURED WALLS—ALL TYPES, FOOTINGS,  
LIGHT DEMOLITION*

### **D.C. CORPORATION**

426 Beech Street  
Waterloo, IA 50703  
Phone: (319) 493-2542  
FAX: (319) 236-0515  
Contact: Terry Phillips  
Certified: City of Waterloo Certified MBE, Iowa DOT, TSB Certified  
Specializing in:  
*COMMERCIAL AND RESIDENTIAL DEMOLITION, CONCRETE PAVING, DRIVEWAYS,  
TRUCKING (ALL TYPES), GENERAL CONSTRUCTION*

**GREER'S WORKS**

2003 Plainview Street

Waterloo, IA 50703

Phone: (319) 233-4701

Contact: Willie Greer

Specializing in:

*DRIVEWAYS, SIDEWALKS, CARPENTRY, ROOFING, GENERAL CONSTRUCTION*

**OLD GREER'S WORKS**

2309 Springview Street

Waterloo, IA 50707

Phone: (319) 233-2150

Contact: David L. Greer, Sr.

Specializing in:

*ROOFING & GENERAL CONSTRUCTION*

**QUICK CONSTRUCTION**

217 Bates Street

Waterloo, IA 50703

Phone: (319) 215-4166

Contact: Leroy Harrington

Specializing in:

*ALL TYPES OF CONCRETE FLATWORK AND GENERAL CONSTRUCTION*

**D & D CONSTRUCTION**

1124 West Donald Street

Waterloo, IA 50703

Phone: (319) 961-4208

Contact: Darrell E. Caldwell, Sr.

Specializing in:

*ROOFING AND GENERAL CONSTRUCTION*

**E. CASTRO ROOFING**

702 Riehl Street

Waterloo, IA 50701

Phone: (319) 215-5683

Contact: Emillio Castro

Specializing in:

*ROOFING, SIDING, GENERAL CONSTRUCTION*

## **CERTIFIED WBE CONTRACTORS**

### **ATLAS PAINTING, INC.\***

911 Sycamore Street  
P.O. BOX 65  
Waterloo, IA 50704  
Phone: (319) 232-9164  
Specializing in:  
*COMMERCIAL AND INDUSTRIAL PAINTING*

### **PETERMAN & HAES CARPET ONE\***

4003 University  
Waterloo, IA 50701  
Phone: (319) 233-6131  
Fax: (319) 233-6133  
Certified: City of Waterloo WBE  
Email: [JR11486@cfu.net](mailto:JR11486@cfu.net)  
Contact: Carol Reese  
Specializing in:  
*FLOOR COVERING*

*\* DENOTES WOMEN BUSINESS ENTERPRISE*

## **STATEMENT OF BIDDER'S QUALIFICATIONS**

(To be submitted by the Bidder only upon the specific request of the City of Waterloo, Iowa.)

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ \_\_\_\_\_.
15. Give bank reference: \_\_\_\_\_.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Waterloo, Iowa? \_\_\_\_\_
17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waterloo, Iowa, in verification of the recitals comprising this Statement of Bidder's Qualifications.



Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )

) ss:

County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn deposes and says that he is \_\_\_\_\_  
of \_\_\_\_\_ and that the answers to the

(Name of Organization)

to the foregoing questions and all statements therein contained are true and correct.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

## **SPECIAL PROVISIONS**

### **1. REPAIR LOCATIONS**

The sidewalk repair location sheets are for the Contractor's information and contain the necessary quantities and types of repairs along each section of City Street included in the project area. After the contract has been awarded, the successful bidder shall receive three (3) sidewalk repair booklets showing the approximate locations of the repairs.

There are four (4) types of marks used to identify repair locations for this City project.

A dot is used to mark a single panel that is to be replaced.

An "X" is used to mark a panel that may or may not need to be replaced and is generally found on panels marked for replacement. Final determination of "X" panels cannot be made until after panels with dots have been removed.

An arrow drawn away from a line represents the boundary where a series of panels will be replaced.

An "F" is used to mark a panel where patching is required. "F"s are usually placed next to the patch location.

### **2. Sidewalk panels to be repaired under this contract are marked in GREEN. If there is any doubt about a particular panel or property, contact the Engineer or his representative BEFORE starting work.**

### **3. SIDEWALK REMOVAL**

The Contractor shall remove the sidewalk panels as shown on the plans or as designated in the field by the Engineer. If only portions of a stretch of sidewalk are to be removed, the boundaries of the removed panels shall be made by a vertical full-depth saw cut **before** breaking the panels for removal. Any areas of sidewalk or neighboring pavements broken or damaged by the Contractor's operations shall be sawed full depth at the next panel joint beyond the damage, and removed and replaced by the Contractor without compensation.

Any sidewalk repair outside the area marked for replacement that is required to be replaced due to inattentiveness, negligence, and/or poor workmanship by the Contractor, as determined by the Engineer, will be considered the Contractor's responsibility and he will not be compensated.

### **4. EXISTING DETERIORATING AND/OR BRITTLE CONCRETE SIDEWALK**

The Contractor is advised that some sections of sidewalk in the project area are comprised of rapidly deteriorating concrete and/or constructed of "capstone" concrete. The Contractor shall be extremely careful during removal of sidewalk

panels so as not to disturb adjacent sidewalk panels.

Any sidewalk repair outside the area marked for replacement that is necessary for replacement due to inattentiveness or negligence and/or poor workmanship by the Contractor, as determined by the Engineer, will be considered the Contractor's responsibility and will not be compensated.

**5. TREE ROOT REMOVAL**

If tree roots with a diameter greater than two inches (2") are discovered, the Contractor shall notify the Engineer and the City Forester. The Leisure Services Department shall investigate the tree roots and remove roots as necessary. The contractor shall be allowed to remove dead tree roots as directed by the Engineer and/or the City Forester.

Tree root removal shall be considered incidental to the repair work being performed.

**6. ACCESS TO PROPERTIES DURING DRIVEWAY SIDEWALK REPAIRS**

The Contractor shall make every effort to minimize the disruption time to private property access when reconstructing the sidewalk through the driveway approach. To help minimize this closure, it is recommended that driveway sidewalk sections be repaired with M-4 PCC. ***THE PROPERTY OWNER SHALL BE NOTIFIED 48-HOURS IN ADVANCE OF ANY DRIVEWAY CLOSURE.***

**7. BARRICADING AND TRAFFIC CONTROL (INCIDENTAL)**

The Contractor shall provide, erect, and maintain at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required per the current ***City of Waterloo Driveway and Sidewalk Specifications*** or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged in the work.

**ALL BARRICADING AND ALL LABOR AND MAINTENANCE OF BARRICADES NECESSARY FOR COMPLETION OF THIS PROJECT SHALL BE CONSIDERED INCIDENTAL TO CONTRACT BID ITEMS.**

**8. BID ITEMS**

**A. REMOVE & REPLACE PCC SIDEWALK, 4", 5", & 6", BID ITEMS 1, 2, & 3**

Under this item, the Contractor shall remove and replace the sidewalk panels selected for repair. Construction shall be in accordance with the City of Waterloo Sidewalk and Driveway Specifications. The measurement for these bid items shall be per square foot and includes all materials, labor, and equipment necessary to make this repair.

As explained in the **CLEAN SIDEWALK, BID ITEM #7** entry, an estimate of

sidewalk repair for each Clean Sidewalk property has been developed and that estimated quantity is listed. Cleaning of sidewalks at designated properties will determine actual repair quantities.

#### **B. REMOVE & REPLACE CLASS “A” SIDEWALK, BID ITEM #4**

Class “A” Sidewalks are sidewalk sections that cover the “parking area”; that portion of the Right-of-Way between the sidewalk and the back of curb. These sidewalks vary greatly in size and are characterized by a lug at the back of curb. Often these sidewalk panels have utilities, signs, and parking meters on or within them. When repairing these sections, the Contractor will need to coordinate with the appropriate City Department to remove and replace signs and parking meters. The Contractor will also need to coordinate with utilities if conflicts are found.

Under this item, the Contractor shall remove and replace the sidewalk panels selected for repair. Construction shall be in accordance with the City of Waterloo Sidewalk and Driveway Specifications. The measurement for these bid items shall be per square foot and includes all materials, labor, and equipment necessary to make this repair.

**The quantity for this bid item may be affected by Clean Sidewalk work.**

#### **C. PATCH SIDEWALK, BID ITEM #5**

Under this item, the Contractor shall patch small holes in selected sidewalk panels that the City has determined could be best repaired by patching rather than full panel replacement. The Contractor shall use an approved patching material and install the patching material per the manufacturer’s directions. **NO READY MIX CONCRETE SHALL BE USED FOR PATCHING!**

The measurement for this bid item is per panel patched and includes all materials, labor, and equipment necessary to make this repair.

**The quantity for this bid item may be affected by Clean Sidewalk work.**

#### **D. SIDEWALK CURB, BID ITEM #6**

This item pertains to sidewalk located along 107 Randolph Street and 109 Randolph Street with curb sitting on a few inches of the back edge of sidewalk, along the length of the sidewalk.

The Contractor will remove and replace the curb behind the sidewalk, along the length of the sidewalk panels being repaired. The sidewalk curb will be six (6”) inches in width and a height of six inches (6”) high. The measurement for these bid items shall be per linear foot and includes removal and disposal of existing curb and all materials, labor, and equipment necessary to make this repair.

Item is cited as “retaining wall” under proposed assessment bid quantities.

#### **E. CLEAN SIDEWALK, BID ITEM #7**

Under this item, the Contractor shall clean the sidewalks adjacent to the property of all vegetation and collected debris along the edges and joints of the sidewalk. Upon cleaning, the Engineer, or his representative, shall inspect the sidewalk to determine needed repairs, if any exist, and mark the panels to be repaired.

Because of the prevalence for water valves to be located at the edge of the sidewalk, **CLEANING OF SIDEWALKS WITH SKID LOADERS IS PROHIBITED.**

The measurement for this bid item is per property cleaned and includes all materials, labor, and equipment necessary to clean the sidewalks. The Contractor shall also be responsible for the proper disposal of removed material with the disposal of material incidental to the bid item.

#### **IMPORTANT BIDDING NOTE FOR CLEAN SIDEWALKS:**

Actual repairs for clean walk properties vary. Some may require significant repairs, others may not require repairs. To better align the proposed quantities with final quantities, sidewalk repairs for clean walk properties are estimated at one panel per 25 linear feet of frontage. Experience has shown that repairs associated with Clean Walk properties are generally non-driveway. The contractor will be paid on actual repairs.

Additionally, owners of clean walk properties received several notices throughout the spring and summer alerting them to the need to clean the sidewalks and contact the City for a reinspection. Many owners have cleaned the sidewalks, but failed to contact the City. Further, no permit is required to clean sidewalks and property owners are free to clean the sidewalk at any time. City inspectors reviewed all properties prior to this project going to bid and accounted for all clean walk properties listed in the estimated project quantities at that time.

***The Contractor shall be aware that the Clean Walk quantity may change do to work by property owners. If any questions arise in the field, contact the Engineer or his representative immediately and do not proceed until a determination of need has been made.***

#### **F. WATER VALVE ADJUSTMENT, BID ITEM #8**

At many locations within the sidewalk zone, water valves (also known as pave boxes) are located next to the sidewalk. A small number of water valves are located within the sidewalk. At various locations within this sidewalk zone, many of these water valves have created a tripping hazard, by either rising above the sidewalk grade or having their caps over-hang and protrude into the sidewalk walking area.

Under the **WATER VALVE ADJUSTMENT** bid item, the Contractor shall be paid for all materials and labor needed to adjust the water valve to eliminate the tripping hazard. Where water valve adjustments require the removal and replacement of sidewalk sections, the Contractor shall be paid separately for the concrete under the appropriate bid item.

For water valves that are located with a sidewalk, the Contractor shall adjust the water valve by either raising or lowering the pipe by a method approved by the Engineering so that the top of the water valve cap is flush with the sidewalk. Once the water valve has been adjusted, the Contractor shall separate the water valve from the concrete. An acceptable method for separating water valves from concrete is found in Section 34 of the city of Waterloo Driveway and Sidewalk Specifications.

For water valves that are not located within the sidewalk, the Waterloo Water Works has indicated that if a short section (less than 6 inches) of the water valve pipe is exposed, the pipe may be cut. In these situations, the Contractor shall cut the pipe at 1/2-inch below the finish elevation of the sidewalk. The Contractor shall then place a plastic insert into the pipe. This plastic insert is available from the Waterloo Water Works at no charge. The removed water valve cap and pipe section shall be delivered to the Waterloo Water Works.

Water valves have not been located in the field by the City. The Contractor shall exercise care during construction operations to ensure the safety and protection of all water valves located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer or his representative, shall be considered the Contractor's responsibility.

**The quantity for this bid item may be affected by Clean Sidewalk work.**

#### **G. JOINT SEAL, BID ITEM #9**

At certain locations within the sidewalk zone, large gaps exist between sidewalk panels that the City has determined could be best repaired by sealing the joints rather than replacing a sidewalk panel. The Contractor shall supply all material, labor, and equipment to clean and fill the joints. All work shall be done per manufacturer and City specifications. Payment for this item will be on a lineal foot basis.

**The quantity for this bid item may be affected by Clean Sidewalk work.**

#### **H. SIDEWALK REMOVAL, BID ITEM #10**

This item pertains to removal of Class "A" sidewalk along 920 West 5th Street. The measurement for this bid item shall be per square foot and includes labor, and equipment necessary to complete the removal and disposal.

#### **I. TOP SOIL, OFF-SITE, BID ITEM #11**

This item pertains to furnishing, transporting and spreading topsoil along 920 West 5th Street after sidewalk removal. Estimated Quantity is based on 6 inch thickness. Actual payment based on field measurement.

Use suitable topsoil of uniform quality, free from hard clods, roots, sod, stiff clay, hard pan, stones larger than 1 inch (1/2 inch for turf grass seeding), lime cement,

ash, slag, concrete, tar residue, tarred paper, boards, chips, sticks, or any undesirable material.

Per letter from property owner dated September 6th, 2022, property owner will be responsible for seeding and stabilization of new top soil area.

## **9. CONCRETE SAW DUST, CLEAN-UP AND WASHOUT**

Runoff from concrete work and clean-up is a caustic pollutant that can harm wildlife and vegetation. **DO NOT** clean tools, equipment, and concrete trucks into or allow wastes to enter into the streets, ditches, storm drains or waterways.

In Waterloo, failure to follow proper concrete clean-up procedures is a violation of the City's Code of Ordinances and is considered a municipal infraction, punishable by fines.

The current City of Waterloo schedule of fines is:

i. 1 <sup>st</sup> offense	\$200 fine and court costs
ii. 2 <sup>nd</sup> offense	\$500 fine and court costs
iii. 3 <sup>rd</sup> and subsequent offense	\$750 fine and court costs

All concrete wastes shall be deposited into pre-approved waste receptacles. Waste receptacles may be installed on select City properties to provide a central location and minimize costs. The locations selected to host the waste receptacles shall be approved by the City Engineer prior to installation. Upon completion of construction, the location of the waste receptacles shall be returned to pre-construction condition.

Unlined earthen pits are not an acceptable waste receptacle.

Wastes from concrete sawing operations shall be swept from the pavement and properly disposed of upon the completion of concrete sawing operations.

If concrete sawing operations utilize water, the resulting concrete slurry shall not be allowed to enter into the storm drains. The contractor shall be required to contain the concrete slurry in such a manner that the slurry does not enter storm drains and can easily be removed from the pavement. The material necessary to for compliance of these rules shall be considered incidental to concrete work.

## **10. LIQUIDATED DAMAGES**

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of **\$1000.00** per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charge will be working days that the Contractor does, or could have worked from Monday through Saturday. Sundays will be counted only if work is performed.

Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sundays, if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include approved change/extra work orders or added quantities to contract bid items.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction for such work, the Contractor shall submit to the Engineer a request, in writing, that working days counted towards the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages cover the City's cost for providing the required inspection, engineering and contract administration.

**11. PERCENT OF CONTRACT TO BE PERFORMED BY PRIME CONTRACTOR**

The Prime Contractor shall be required to perform at least 30 percent of the total contract amount of this project. Purchasing of materials for subcontractors will not be an acceptable method for the prime contractor to meet the 30 percent requirement.

**12. VOLUNTARY PARTNERING**

The City of Waterloo intends to encourage the formation of a partnership with the contractor and its principal subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve mutually beneficial goals. The objectives are effective and efficient contract performance and completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be multi-lateral in makeup, and participation will be totally voluntary. Any cost associated with effectuating this partnering will be agreed to by all parties and will be shared equally by the participating parties.

The establishment of a partnership charter on this project will not change the legal relationship of the parties to the contract nor relieve the parties from any of the terms of the contract.

**13. QUANTITY ADJUSTMENTS**

The following Bid Items are exempted from consideration under the provisions of Section B. "Scope of Work," Paragraph 7 of the "General Specifications for Construction" concerning the variance of the "As-Built" quantity of the listed item by more than twenty (20%) percent from the estimated quantity specified in the



Item No.	Bid Item	Est. Qty.	Unit
5	Class F Sidewalk Patch	12.0	EACH
6	Sidewalk Curb	60.0	LF
7	Clean Walk	16.0	EACH
8	Water Valve Adjustment	24.0	EACH
9	Joint Seal	15.9	LF

## **GENERAL SPECIAL PROVISIONS**

### **1. SCOPE OF WORK**

The work covered by this contract consists of furnishing all labor, equipment, and materials and performing all operations, in connection with the **FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM—ZONE 2, Contract No. 1064**, in accordance with these specifications.

The specifications are dated September 19, 2022. They have the general title of **FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM—ZONE 2, Contract No. 1064**.

The standard specifications of the City of Waterloo are to be used along with the special provisions described herein and shall be considered as part of the contract documents.

The locations of the sidewalk repairs associated with this contract are shown in the Repair Locations Booklet for the **FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM—ZONE 2, CONTRACT NO. 1064**, which are available to prospective bidders. All bidders shall be responsible for reviewing the existing conditions and work sites located in Zone 2 prior to submitting a bid. Sidewalk panels requiring repair as noted in the locations booklet have also been marked with green paint. A green dot is used to mark a single panel that is to be removed and replaced. An arrow drawn away from a line represents the boundary where a series of panels will be removed and replaced. A green "X" is used to mark a panel that may need to be removed however, final determination cannot be made until after panels with green dots have been removed. An "F" is used to mark a panel where patching is required. The Contractor shall not be compensated for delays and/or extra costs due to conflicts with existing conditions.

### **2. CONFLICTING SPECIFICATIONS**

All requirements of other specifications contained in the contract documents which conflict with the provisions of the special provisions will be considered void.

### **3. DUMPING AREAS**

Excess material resulting from construction operations shall be hauled to the County Landfill or other area secured by the contractor and approved by the City Engineer. Rubble, rubbish, trees, brush, and other unsuitable backfill material, as designated by the City Engineer, shall be hauled to the County Landfill. All Landfill charges are to be considered incidental to the contract and are the responsibility of the contractor.

4. **CONSTRUCTION DAMAGE**

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer, shall be considered the Contractor's responsibility.

5. **REMOVED MATERIALS**

All materials removed as part of this Contract shall remain the property of the City unless the City determines that the materials are not salvageable and the City does not want to retain ownership of the materials. Materials designated in the field by the Engineer as non-salvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. **OVERHAUL**

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. **MAILBOXES**

The Contractor shall notify the United States Postal Department of mailboxes, which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered for direct payment but will be considered incidental to the item to which it applies.

8. **PAY ITEMS**

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant, and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. **BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS**

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the City Engineer a detailed estimate giving a complete breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the City Engineer prior to any payment of any lump sum price item.

10. **PERMISSION TO HAUL OVER STREETS, RAILROADS, AND HIGHWAYS**

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws, and ordinances governing hauling and movement of equipment over streets, railroads, highways, and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. **CONSTRUCTION SCHEDULING**

The City Engineer shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City Engineer may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts, which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street, and Engineering Departments of the closing and opening of streets.

The Contractor shall commence work within ten (10) days after receipt of the "Notice to Proceed" and diligently execute the work of the contract to completion.

12. **PRE-CONSTRUCTION CONFERENCE**

Before any work is started, the Contractor shall arrange with the City Engineer to hold a pre-construction conference for the purpose of discussing the contract.

13. **UNDERGROUND UTILITIES**

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone, and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the contractor and the respective utility company.

14. **TRAFFIC SIGNS AND STREET SIGNS**

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.

15. **TRAFFIC CONTROL DURING CONSTRUCTION (INCIDENTAL)**

The Contractor shall provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required per the current **City of Waterloo Driveway and Sidewalk Specifications** or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work.

**All barricading necessary for completion of this project shall be considered incidental to contract bid items.**

16. **GRADES, LINES, LEVELS, AND SURVEYS**

The Contractor shall verify all grades, lines, levels, and dimensions as shown on the drawings, and he shall report any errors or inconsistencies in the same to the City Engineer before commencing work.

17. **SAFETY OF WORKERS AND PUBLIC**

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

18. **WORKING ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS**

The Contractor shall notify the Engineer in writing forty-eight (48) hours in advance if work on Saturday is planned. By noon the Friday before the planned Saturday work, the Contractor shall confirm the Saturday work schedule with the project inspector.

Work on Sunday requires prior approval of the Engineer in accordance with the Waterloo Standard Specifications. Contractor shall not be allowed to conduct any work that requires inspection or City approval.

The Contractor shall not work the following days in 2022 and 2023 due to City holidays:

Friday, November 11, 2022  
Thursday, November 24, 2022  
Friday, November 25, 2022  
Friday, December 23, 2022  
Monday, December 26, 2022  
Monday, January 2, 2023  
Monday, January 16, 2023  
Monday, May 29, 2023  
Monday, July 4, 2023

## **GENERAL SPECIFICATIONS FOR CONSTRUCTION**

### **CITY OF WATERLOO, IOWA Department of Engineering**

- SECTION A - Definitions of Terms**
- SECTION B - Scope of work**
- SECTION C - Control of Materials and Work**
- SECTION D - Procedure and Progress**
- SECTION E - Measurements and Payments**
- SECTION F - Legal Relations and Responsibility**

### **SECTION A - DEFINITIONS OF TERMS**

1. **CITY**. The City of Waterloo, Iowa, which is the Party of the First Part of the accompanying contract, acting through its authorized representative.
2. **COUNCIL**. The duly elected Council of the City of Waterloo, Iowa.
3. **ENGINEER**. The City Engineer of Waterloo, Iowa, or his authorized representative.
4. **INSPECTOR**. The authorized representative of the Engineer, assigned to the detailed inspection of the work or materials therefor and to such other duties as may be delegated to him in these specifications.
5. **CONTRACTOR**. The Party of the Second Part in the accompanying contract for the improvement covered by these specifications, or his authorized representative.
6. **SUBCONTRACTOR**. Any person, firm, or corporation who has, with the approval of the Council, contracted with the Contractor to execute and perform in his stead all or any part of the contract.
7. **BIDDER**. Any individual, firm, or corporation submitting a proposal for all or a part of the work provided for in these specifications.
8. **PROPOSAL GUARANTEE**. The security designed in the Notice of Bidders or Proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract and furnish an acceptable bond for the work contemplated if it be awarded him.
9. **SURETY**. The corporate body bound with and for the Contractor for the acceptable performance of the contract.
10. **PROPOSAL**. The written Proposal, submitted by the bidder in the prescribed manner and on the standard form, for the improvements covered by these specifications.
11. **SPECIFICATIONS**. The documents that set forth the manner in which the proposed work is to be accomplished which have been prepared by the Engineer and approved by the City Council, official copies of which are now on file with the City Clerk.
12. **SPECIAL PROVISIONS**. Clauses or memoranda not contained herein, applying to the contract of which these specifications are a part, which change or supplement these specifications.

13. **CONTRACT.** The agreement entered into between the City and the Contractor, setting forth the terms under which the work covered by the plans and specifications is to be performed. The contract includes all conditions, definitions, and instructions set forth in the official publications relating to the work, the official contract and specifications, the Proposal, official plans, and all supplemental agreements entered into by the parties to the contract.

14. **NOTICE TO BIDDERS.** The notice called attention of bidders to the time and place for receiving bids, containing a brief description of the work, and briefly setting forth the requirements and conditions for submission of Proposals.

15. **INSTRUCTIONS TO BIDDERS.** The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of Proposals.

16. **PLANS.** The plans for the improvement covered by the specifications and approved by the Council, official copies of which are on file with the City Clerk.

17. **CONTRACT BOND.** The bond executed by the Contractor and his surety in favor of the City of Waterloo, Iowa, guaranteeing the complete execution of the contract in accordance with the plans and specifications, the payment of all debts pertaining to the work, and maintenance of the work as provided by law or by the specifications.

18. **CONTRACT PERIOD.** The period from the specified date for beginning the work to the specified date of completion, both dates inclusive. The contract period may be extended by the Council, as provided in these specifications, in which event the contract period includes the new date of completion.

19. **OFFICIAL PUBLICATIONS.** The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all of the force and effect of contract obligations.

20. **A.S.T.M.** Abbreviation for American Society for Testing Materials.

21. **WORK.** The term "Work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

22. **TIME.** All time limits stated in the contract documents are of the essence in the contract.

## **SECTION B - SCOPE OF WORK**

1. **CORRELATION AND INTENT OF DOCUMENTS.** The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

2. **DRAWINGS AND SPECIFICATIONS.** Unless otherwise provided in the contract documents, the engineer shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

The Contractor shall keep one (1) copy of all drawings and specifications on the work available to the Engineer and to his representatives.



3. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character and location of the work, the conformance to the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can, in any way, affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

4. **REPORTING ERRORS AND DISCREPANCIES.** If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors of omission in plans or in the layout as given by said stakes and instructions, it shall be his duty to inform the Engineer immediately, in writing, and the Engineer shall promptly correct the same.

5. **ALTERATION OR CORRECTION OF PLANS.** The plans are made up from surveys that are presumably correct and represent the foreseen construction requirements. Any modification of the plans which may be required by the exigencies of the construction or any corrections made necessary because of errors in the original surveys, will be made by the Engineer. Should corrections or modifications of the plans or specifications require a different quality or class of work than that upon which the unit prices in the Proposal are based, or if the modifications or corrections are required in parts of the work partially completed and such modifications result in an increased cost to the Contractor, the amount to be paid for work resulting from such changes shall be agreed upon in writing at the time the changes are ordered and before the work is begun by the Contractor. No allowance will be made for anticipated profits on work not performed.

6. **CHANGES IN THE WORK.** The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted by agreement or arbitration before such changed work is undertaken. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

7. **INCREASED OR DECREASED QUANTITIES.** The right is reserved without impairing the contract, to order the performance of such work of a class not contemplated in the Proposal or to increase or decrease the quantities as may be considered necessary to complete fully and satisfactorily the work included in the contract. However, when the work is completed without change in the plans, and the measured quantity of any item of work varies by more than twenty percent (20%) from the estimated quantity specified in the contract, an adjustment in price may be made for such item of work by agreement between the Engineer and the Contractor, subject to the approval of the City Council. Either party to the contract may request such an adjustment.

8. **LANDS AND RIGHT OF WAY.** The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to same.

9. **CITY WATER.** The Contractor shall be allowed to use City Water but before any water is used, he shall make application to the Waterloo Water Works for a temporary water connection from a fire hydrant or by some other connection method. Water usage will be charged at the rate for temporary water service. The rules, regulations, and water rates are

available at the Waterloo Water Works offices at 325 Sycamore Street or their telephone number is 319-232-6280.

10. **RIGHTS OF VARIOUS INTERESTS.** Whenever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. **CLOSING STREETS TO TRAFFIC.** The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets until such of the work is finished and opened to traffic as he may direct.

12. **OBSTRUCTION OF STREETS.** The work is to be carried on in such manner as to obstruct the streets, highways, and alleys as little as possible. The Contractor shall carry on the different parts of the work so as to complete the whole, as nearly as practicable, at the same time. In doing the work, the Contractor shall follow the directions of the Engineer as to the place or places where work shall be started or be carried on and the direction in which it shall be done.

13. **SHANTIES AND BUILDINGS.** Shanties or other buildings shall not be erected in or upon any street, highway, or alley without permission of the Engineer. If such permission be granted, it may be upon any reasonable terms prescribed by the person or body granting such permission.

14. **SANITARY CONVENIENCES.** The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the work, and these shall be maintained in a manner that will be inoffensive to the public.

15. **CLEANING UP.** The Contractor shall, as directed by the Engineer, remove from the City's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations before work can be considered completed. The Contractor shall also renew or replace any and all fences, sidewalks, or other property damaged or disturbed by his work.

16. **OMISSION OF PARTS OF GENERAL SPECIFICATIONS.** Parts of the General Specifications deemed not to apply to some particular work may be omitted by special reference in other parts of the contract documents.

### **SECTION C - CONTROL OF MATERIALS AND WORK**

1. **SUPERVISION AND INSPECTION.** The Engineer shall have supervision of the construction provided for in this Contract and shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress on the work, and all questions regarding the acceptable fulfillment of the terms of the Contract. Materials and construction work shall, at all times, be subject to the inspection of the Engineer or his representatives. The Contractor shall be held strictly to the true intent of these specifications as regards the quality of materials, workmanship, and the diligent prosecution of the work.

The Engineer and his representatives shall, at all times, have access to the work wherever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, law ordinances, or any public authority require any work and/or materials to be especially tested or approved, the Contractor shall give the Engineer timely notice of readiness for inspection. If the inspection is to be made by authority other than the Engineer, the Contractor shall notify the engineer of the date fixed for inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and, in that event, the City shall pay the cost.

2. **AUTHORITIES AND DUTIES OF INSPECTORS.** Inspectors may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and Contract, and to direct the attention of the Contractor to such failure or infringement; but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor, or interfere with the management of the work by the latter.

3. **STATUS OF THE ENGINEER.** The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any work and/or materials which do not conform to the specifications, to direct the application of forces to any portion of the work as, in his judgment, is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

4. **ENGINEER'S DECISIONS.** The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

All such decisions of the Engineer shall be final except as to the element of time and financial consideration involved, which, if no agreement in regard thereto is reached, shall be subject to arbitration.

5. **STAKES AND INSTRUCTIONS.** The Contractor shall provide reasonable and necessary opportunities and facilities for setting stakes and making measurements. The Contractor shall not furnish stakes or men to set them. He shall not proceed until he has

received from the Engineer such stakes and instructions as may be necessary to the progress of the work.

The Contractor shall carefully preserve bench marks, reference points, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting extra expense and shall be responsible for any mistakes that may be caused, by their loss or disturbance.

6. **SUPERINTENDENCE.** The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

7. **REMOVAL OF UNAUTHORIZED WORK.** Work done without lines and grade being give, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority, will be considered as unauthorized and at the expense of the Contractor and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

8. **REMOVAL OF DEFECTIVE MATERIALS OR WORK.** The Contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the Contract; whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City, and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within a reasonable time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expense that should have been borne by the Contractor; or, if the net proceeds of such sale are insufficient to pay the expenses of removal, the City may deduct the balance from any amounts due the Contractor.

9. **MATERIALS, EQUIPMENT, APPLIANCES, AND FACILITIES.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Materials shall be of the quality specified for each particular part of the work.

Whenever, in construction of the work or in the manufacture of any article of appliance necessary for the construction or operation of the work, it is necessary to use any material that is not fully specified in these specifications, it shall be of good quality and shall meet with the approval of the Engineer.

Any appliance that is necessary for the construction or operation of the work and is commonly recognized as a part of the work, shall be furnished by the Contractor as part of the work, whether or not it is specifically called for in the plans and specifications, and such appliance shall be of good quality and standard make and shall meet with the approval of the Engineer.

10. **MATERIAL SAMPLES.** Before the contract is awarded, the bidder may be required to furnish a statement of the origin, composition, and manufacture of any and all materials proposed for use in the performance of the Contract, together with samples of the material. These samples will be considered as representative and typical of the material to be obtained from any particular source.

11. **CHARACTER OF WORKMEN AND EQUIPMENT.** The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey the directions of the engineer or Inspector, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The Contractor shall, at all times, enforce discipline and good order among his employees.

The methods, equipment, and appliances used on the work, and the labor employed, shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the specified time limit.

12. **HIRING CITY EMPLOYEES.** The Contractor shall not employ and hire any of the City's employees without the permission of the Engineer.

13. **LABOR.** Local labor shall be given preferences so far as practicable.

14. **THE CITY'S RIGHT TO DO WORK.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City of Waterloo, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

## **SECTION D - PROCEDURE AND PROGRESS**

1. **ORDER OF COMPLETION - USE OF COMPLETED PORTIONS.** The Contractor shall complete any portion or portions of the work in such order or time as the Engineer may require. The City shall have the right to take possession of an use completed or partially completed portion of the work at any time, but such taking possession and use shall not be deemed an acceptance of work so taken or used, or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2. **WEATHER.** During stormy or inclement weather, all work shall be suspended, except such as can be done in an acceptable manner. Permission to work during freezing, stormy, or inclement weather shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work at such time.

3. **SUNDAYS AND LEGAL HOLIDAYS.** Except for such work as may be required to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

4. **DELAYS AND EXTENSION OF TIME.** If the Contractor be delayed in the completion of the work by an act of neglect of the City, or its employees; or by any other Contractor employed by the City; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties, or any cause beyond the Contractor's control; or by delay authorized by the Engineer pending arbitration; or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide will compensate for such delay.

No such extension shall be made for delay occurring more than thirty (30) days before claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

This article does not exclude the recovery of damages for delay by either party under provisions in the contract documents.

5. **TEMPORARY SUSPENSION OF WORK.** The Engineer shall have authority to suspend the work, wholly or in part, for such period or periods of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure to the Contractor to carry out orders given or to perform any or all provisions of the Contract.

6. **NOTICES - HOW SERVED.** Any notice to be given by the City to the Contractor under this contract shall be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his foreman or agent at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at his last known place of business.

7. **PROGRESS OF WORK.** The progress of the work shall be such that, at the expiration of one-fourth (1/4) of the contract period, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the contract period, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the contract period, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the contract period.

If, at any time the above schedule is not being maintained, the Council may give written notice to the Contractor and his sureties that the specifications are not being complied with. Such notice shall state what action on the part of the Contractor is required to bring the work within the requirements of the specifications. If the Contractor fails, within ten (10) days, to proceed as directed in the said notice, then the Council shall have authority to annul this contract without process or action at law and take over the prosecution and completion of the work, as provided under the article covering City's right to terminate contract.

8. **CITY'S RIGHT TO TERMINATE CONTRACT.** If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of this creditor; or if a Receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper materials; or if he should fail to make prompt payment to Subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances, or the instructions of the Engineer; or if he should otherwise be guilty of a

substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other rights or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Engineer.

9. **REMOVAL OF EQUIPMENT.** In the case of annulment of this contract before completion, from any cause whatsoever, the Contractor, if notified to do so by the City; shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

## **SECTION E - MEASUREMENTS AND PAYMENT**

1. **STANDARD OF MEASUREMENT.** All work completed under the contract shall be measured by the Engineer according to the United States standard measures.

2. **SCOPE OF PAYMENTS.** The Engineer's measurements of quantities shall be the basis for final payment for the work performed under this Contract. After the work is completed, the Engineer will make measurements and computations of the number of units of each of the various items of work completed, and the Contractor will be paid for the actual amount of work performed at the rates specified in his Proposal. Before final settlement is made, the Council may require the Contractor to submit a list of all persons furnishing labor or materials, with evidence that such persons have been paid in full. Payment shall be made in the manner set forth in official publications and Council Proceedings relative thereto.

3. **PAYMENT FOR EXTRA WORK.** Such extra work as may have been ordered by the Engineer and performed by the Contractor shall be compensated for as provided herein. If work is to be done or materials are to be furnished by the Contractor which cannot properly be classified under unit prices included in the Proposal, the Contractor shall be paid therefor the actual reasonable cost of the labor and materials entering permanently in such work, plus fifteen percent (15%) of the cost thereof. In computing the labor cost on such extra work, the following items shall be included:

- (a) Actual payroll expenditures for labor at the current rate therefor, and cost of materials.
- (b) Pay of foreman and timekeepers for actual time required on the extra work.
- (c) Liability insurance, prorated, for the extra work.

Labor cost items on extra work shall be furnished in duplicate by the Contractor to the Inspector daily. The Inspector shall check the items, and if he finds them to be correct, he shall so certify on the statement of cost, returning one copy to the Contractor and filing one copy with the Engineer.

The Engineer shall determine the cost of materials entering into extra work from the materials and receipted freight bills for the same.

For any special machine, power tools, or equipment, including fuel and lubricants, but not including small hand tools, which may be deemed necessary or desirable to use, the Contractor shall be allowed a reasonable rental thereon, to be agreed upon in writing by the Engineer before such work is begun, and to which sum no percentage is to be added.

The item of cost shall not include repairs or replacement of equipment or overhead expenses of any character. The fifteen percent (15%) allowed is considered to cover the use of hand tools and all overhead expenses except liability insurance.

In no case will a claim for extra compensation be allowed unless the work upon which the claim is based has been ordered in writing, except as provided hereinafter.

4. **CLAIMS FOR EXTRA COST.** If the Contractor claims that any instructions, by drawings or otherwise, involved extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days after completion of the work.

No such claim shall be valid unless so made.

5. **CLAIMS FOR EXTRA COMPENSATION.** If the Contractor deems that extra compensation is due him for work and/or materials that he considered is not clearly covered in the items for which he submitted unit prices in his bid and that were not ordered in writing by the Engineer as an extra s heretofore provided, the Contractor shall notify the Engineer, in writing, of his intention to make claim for extra compensation for work and/or material before starting construction. If such written notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as defined herein, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice to the engineer and the fact that the Engineer has kept account of cost as aforesaid, shall not in any way be construed as proving the validity of the claim, which must be passed upon by the Council. In the event that the Council finds the claim to be just, it shall be allowed and paid for as extra work as provided herein.

6. **COMPLETION REPORT AND OBJECTIONS THERETO.** Within ten (10) days after the full completion of the work to be done under this contract, the Engineer shall make a written statement of all the work done by the Contractor hereunder, stating the quantity of each item as found by him and including a statement of all credits for extra work and all credits or debits for changes, alterations, omissions, and defects, and shall forthwith deliver a copy of such statement to the Contractor. The Contractor shall compare such statement with his own records and shall then, in writing, either approve such statement or point out any claimed errors or omissions. If any of such claims are found correct, the Engineer shall, within ten (10) days, prepare a new statement, a copy of which shall in like manner be delivered unto the Contractor. The Engineer will not file a formal completion report with the City until the Contractor has approved the same.



If the figures of the Engineer and the Contractor cannot be reconciled, or there is a difference of opinion regarding some item or items, then such difference of opinion shall be submitted to arbitration as hereinafter provided, and the decision of the arbitrator or arbitrators shall be final, and the Engineer shall, within a period of five (5) days, file his completion report.

Before action by the City Council upon such completion report, the Contractor shall also file a written statement of any claims he may have against the City, other than those shown by such completion report, growing out of this contract or the work done hereunder. The City shall retain ten percent (10%) of the amount due the Contractor on the completion report for a period of thirty (30) days. If no claims are filed against the Contractor within thirty (30) days, the final ten percent (10%) shall then be paid to the Contractor.

7. **WAIVER.** By the execution of this contract, the Contractor agrees that any objections he may have to the statement of the amount of work done hereunder included by the Engineer in this completion report, and any claims of the Contractor against the City growing out of this contract and the work done hereunder which are not stated in writing in the manner and within the time provided in Article 6, Section E hereof, shall be waived, and no such claim shall thereafter be asserted against the City.

## **SECTION F - LEGAL RELATIONS AND RESPONSIBILITIES**

1. **LAWS RELATING TO WORK.** The Contractor is presumed to be familiar with all laws, ordinances, and regulations which may, in any manner, affect those engaged or employed upon the work or the materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, and regulations.

2. **PROTECTION OF WORK AND PROPERTY.** The Contractor for any part of the improvement shall be held responsible for the care of materials and of partially completed and completed work until final acceptance of the same by the Council. He will be required to make good at his own expense any damage which the work may sustain from any cause prior to the filing of the engineer's certificate of completion. He shall take all risk from floods and casualties of every description and make no charge for delay due to such cause. He may, however, be allowed a reasonable extension of time on account of such delays. He shall correct or make good at his own expense all damages to adjacent property due to the acts or negligence of his employees of the prosecution of his work, and save the City harmless therefor.

The Contractor shall be held liable and responsible for all damages done to water, sewer, drain, or other underground pipes and structures, and to sidewalks and private property.

3. **RESPONSIBILITY FOR ACCIDENTS.** The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of his work until final acceptance thereof, or until released by the Engineer in writing.

4. **LIABILITY INSURANCE.** The Contractor shall carry liability insurance which shall save the City harmless and protect the public and any person from injury sustained by the reason of the prosecution of the work or the handling or storing of materials therefor, and said Contractor shall also carry liability insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before work shall be started on this contract, the Contractor shall furnish the City Clerk with proper affidavit or Affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability

insurance policies, effective during the life of the contract, or for a period of a least ten (10) days following the filing of written notice of cancellation, protecting the public and any person from injuries or damages sustained by reason of carrying on the work involved in the Contract. The affidavit shall specifically evidence the following forms of insurance protection:

- (a) Public liability insurance covering all operations performed by persons directly employed by the Contractor.
- (b) Public liability insurance covering all operations performed by any Subcontractor to whom a portion of the work may have been assigned.
- (c) Public liability insurance covering all work upon the project performed by any independent Contractor working under the direction of either the principal Contractor or a Subcontractor.
- (d) Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the Contractor or by other persons, firms, or corporations.
- (e) The minimum protection shall be as follows:

Comprehensive General Liability Insurance

General Aggregate Limit	\$ 2,000,000.00
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Products—Completed Operations Aggregate Limit	\$ 2,000,000.00
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Each Occurrence Limit	\$ 2,000,000.00
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Comprehensive Automobile Liability  
Insurance

	\$ 1,000,000.00
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The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured". A certificate, or a policy if requested, shall be filed with the Owner.

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk shall include the name and address of the agency issuing the same. It shall also be required that the City Clerk be notified by registered mail of the cancellation or expiration of the above insurance.

5. **BARRICADES AND SIGNS**. The Contractor shall, at his own expense and without further or other order, provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep, and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to insure the safety of the public as well as those engaged on the work. All barricading plans shall be approved by the City Engineer.

6. **ROYALTIES AND PATENTS**. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified.

7. **PERMITS AND REGULATIONS.** Permits and licenses of a temporary nature for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license, and easements for permanent changes in existing facilities shall be secured and paid for by the City.

8. **CLAIMS FOR DAMAGES.** Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials, and shall be adjusted by agreement or arbitration.

The Contractor shall be held for the payment of all just claims against him arising out of the prosecution of this contract, and his bond will not be released until such claims are paid for dismissed.

9. **ASSIGNMENT OF CONTRACT.** The Contractor shall not sell or assign the contract or sublet any portion of the work provided for therein without the written consent of the City Council.

10. **SUBCONTRACTORS.** The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing of the names of the Subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the City for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the City.

11. **ARBITRATION.** All questions subject to arbitration under this Contract shall be submitted to arbitration at the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Engineer.

The demand for arbitration shall be filed in writing with the Engineer, in the case of an appeal from his decision, within ten (10) days of its receipt, and in any other case, within a reasonable time after cause thereof, and in no case later than the time of final payment, except as otherwise expressly stipulated in the contract. If the Engineer fails to make a decision within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the part appealing.

No one shall be nominated or act as an arbitrator who is in any way financially interested in the contract or in the business affairs of either the City or the Contractor.

The general procedure shall conform to the laws of the State of Iowa. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise, there shall be three--one named in writing by each party to this contract to the other party, and the third chosen by these two arbitrators, or, if they fail to select a third within ten (10) days, then he shall be chosen by the Comptroller of the State of Iowa. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and, wherever permitted by law, it may be filed in Court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense, and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay, the arbitrators shall fix their own compensation unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing, and it shall not be open to objections on account of the form of proceeding or the award, unless otherwise provided by the laws of Iowa.

In the event of such laws providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the laws of the State of Iowa, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adopted to the legal requirements of the place in which the work is to be done.

12. **PERFORMANCE AND PAYMENT BONDS.** The Contractor shall, at the time of execution and delivery of this contract and before the taking effect of same, furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to insure the faithful performance and payment by the Contractor of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of the Contract or in exercising any power or authority granted him thereby, there shall be no liability upon the Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as the agent and representative of the City.

14. **JURISDICTION.** Any action in Court against the Contractor or sureties on his bond because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to comply fully with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

15. **TERMINATION OF RESPONSIBILITY.** The Contract shall be considered as completed and the Contractor released from further obligations except as to the requirements of his bond, after the work has been completed and finally accepted and final estimates have been allowed and the completion report of the engineer has been filed and approved by the Council.

16. **CITY'S LEGAL RIGHTS.** The City shall not be precluded by any measurements, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not, in fact, conform to the Contract.

The City shall not be precluded, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City or any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

## **SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION**

### **1. SUBCONTRACTS**

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

### **2. REVIEW BY THE CITY OF WATERLOO**

The City of Waterloo, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

### **3. INSPECTION**

- a. The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

### **4. WARRANTY OF TITLE**

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

**FORM OF CONTRACT**  
**FOR THE CONSTRUCTION OF**  
**FY 2023 SIDEWALK REPAIR ASSESSMENT PROGRAM ZONE 2**  
**CITY OF WATERLOO, IOWA**  
**CONTRACT NO. 1064**

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and \_\_\_\_\_ of, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as Contractor), WITNESSETH:

- PAR. 1 Contractor agrees to build and construct the \_\_\_\_\_  
\_\_\_\_\_,  
and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanlike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.
- PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.
- PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.
- PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.
- PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before \_\_\_\_\_, unless an extension of time is granted in writing by the Council of the City.
- PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.
- PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the

City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.

- PAR. 8      The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.
- PAR. 9      The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.
- PAR. 10     Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.
- PAR. 11     The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.
- PAR. 12     The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.
- PAR. 13     The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.
- PAR. 14     The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.
- PAR. 15     In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.



- PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is \$\_\_\_\_\_.
- PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.
- PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.
- PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.
- PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.
- PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Contractor

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

Title: \_\_\_\_\_

Approved by the City Council of the City of Waterloo, Iowa, this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_, City Clerk  
Waterloo, Iowa

## **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ of \_\_\_\_\_  
(the "Principal"), and \_\_\_\_\_ of \_\_\_\_\_ (the  
"Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the  
United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about \_\_\_\_\_  
for the purpose of \_\_\_\_\_. The Contract is incorporated herein by reference as though fully set forth  
herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.
2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of \_\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal, and,  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto \_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the penal sum of \_\_\_\_\_  
Dollars, (\$ \_\_\_\_\_) in lawful money of the  
United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns,  
jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that whereas, the  
Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS,  
and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such  
contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants,  
oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the  
construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such  
WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full  
force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,  
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or  
the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does  
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to  
the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the  
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in \_\_\_\_\_ counterparts, each one of which, shall  
(number)  
be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal) Secretary

(SEAL)

By: \_\_\_\_\_(s)

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
Surety

ATTEST:

By: \_\_\_\_\_  
Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

\_\_\_\_\_  
(Address)  
\_\_\_\_\_

NOTE: Date of BOND must not be prior to date of Contract.  
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:

**IMPORTANT:** Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.