

PUBLIC IMPROVEMENT CONTRACT

SECTION 00500

22nd STREET STORM SEWER IMPROVEMENTS ELM ST. to WHITE ST. PROJECT

THIS IMPROVEMENT CONTRACT (the Contract), made in triplicate, dated for references purposes the 18th day of April 2018 between the City of Dubuque, Iowa, by its City Manager, through authority conferred upon the City Manager by its City Council (City), and Portzen Construction, Inc. (Contractor).

For and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

CONTRACTOR AGREES:

1. To furnish all material and equipment and to perform all labor necessary for the 22nd STREET STORM SEWER IMPROVEMENTS ELM ST. to WHITE ST. PROJECT (Project).
2. CONTRACT DOCUMENTS
 - A. The Contract Documents consist of the following:
 1. Project Title Page (Section 00100).
 2. Project Directory Page (Section 00101).
 3. This Public Improvement Contract (Section 00500).
 4. Performance, Payment, and Maintenance Bond (Section 00600).
 5. Out-of-State Contractor Bond (Section 00610).
 6. Other Bonds:
 - a. _____(Bond Name)____ (pages __ to __, inclusive).
 - b. _____(Bond Name)____ (pages __ to __, inclusive).
 - c. _____(Bond Name)____ (pages __ to __, inclusive).
 7. The Iowa Statewide Urban Design And Specifications (SUDAS) 2017 Edition.
 8. CITY OF DUBUQUE Supplemental Specifications 2017 Edition.
 9. Other Standard and Supplementary Specifications as listed on the Title Page of the Contract Document Manual.
 10. Special Provisions included in the project Contract Document Manual.
 11. Drawings –Sheet No.____ through No.____ (00 pages) or drawings consisting of sheets bearing the following general title:
22nd Street Storm Sewer Improvements Project from Elm St to White St.
 12. Addenda (numbers 1 to 5, inclusive).
 13. Insurance Provisions and Requirements (Section 00700).
 14. Sales Tax Exemption Certificate (Section 00750).
 15. Site Condition Information (Section 00775).
 16. Construction Schedule and Agreed Cost of Delay (Section 00800).
 17. Erosion Control Certificate (Section 00900).

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18. Consent Decree (Section 01000).
19. HUD Requirements and forms
20. Davis-Bacon Wage Decision
21. Exhibits to this Contract (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 3 inclusive).
 - b. Bidder Status Form (Section 00460).
 - c. The following documentation that must be submitted by Contractor prior to Notice of Award.
 - i. _____
 - ii. _____
 - iii. _____
 - d. None.
22. The following which may be delivered or issued on or after the Effective Date of the Agreement:
 - a. Notice to Proceed (Section 00850).
 - b. Project Certification Page (Section 00102).
 - c. Change Orders (Not attached to this agreement).

There are no other Contract Documents. The Contract Documents may only be amended, modified, or supplemented as provided in General Conditions.

3. All materials used by the Contractor in the Project must be of the quality required by the Contract Documents and must be installed in accordance with the Contract Documents.
4. The Contractor must remove any materials rejected by the City as defective or improper, or any of said work condemned as unsuitable or defective, and the same must be replaced or redone to the satisfaction of the City at the sole cost and expense of the Contractor.
5. Five percent (5%) of the Contract price will be retained by the City for a period of thirty (30) days after final completion and acceptance of the Project by the City Council to pay any claim by any party that may be filed for labor and materials done and furnished in connection with the performance of this Contract and for a longer period if such claims are not adjusted within that thirty (30) day period, as provided in Iowa Code Chapter 573 or Iowa Code Chapter 26. The City will also retain additional sums to protect itself against any claim that has been filed against it for damages to persons or property arising through the prosecution of the work and such sums will be held by the City until such claims have been settled, adjudicated or otherwise disposed of.
6. The Contractor has read and understands the Contract Documents herein referred to and agrees not to plead misunderstanding or deception related to estimates of quantity, character, location or other conditions for the Project.
7. In addition to any warranty provided for in the specifications, the Contractor must also fix any other defect in any part of the Project, even if the Project has been accepted and fully paid for by the City. The Contractor's maintenance bond will be security for a period of two years after the issuance of the Certificate of Substantial Completion.

8. The Contractor must fully complete the Project under this Contract on or before the date indicated in the Construction Schedule and Agreed Cost of Delay Section of the Contract Documents.
9. **INDEMNIFICATION FROM THIRD PARTY CLAIMS.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its officers and employees, from and against all claims, damages, losses and expenses claimed by third parties, but not including any claims, damages, losses or expenses of the parties to this Contract, including but not limited to attorneys' fees, arising out of or resulting from performance of this Contract, provided that such claim, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
10. The Contractor hereby represents and guarantees that it has not, nor has any other person for or in its behalf, directly or indirectly, entered into any arrangement or Contract with any other Bidder, or with any public officer, whereby it has paid or is to pay any other Bidder or public officer any sum of money or anything of value whatever in order to obtain this Contract; and it has not, nor has another person for or in its behalf directly or indirectly, entered into any Contractor arrangement with any other person, firm, corporation or association which tends to or does lessen or destroy free competition in the award of this Contract and agrees that in case it hereafter be established that such representations or guarantees, or any of them are false, it will forfeit and pay not less than ten percent (10%) of the Contract price but in no event less than \$2,000.00 (Two Thousand Dollars) to the City.
11. The surety on the Bond furnished for this Contract must, in addition to all other provisions, be obligated to the extent provided for by Iowa Code 573.6 relating to this Contract, which provisions apply to said Bond.
12. The Contractor agrees, and its Bond is surety therefore, that after the Certificate of Substantial Completion has been issued by the City, it will keep and maintain the Project in good repair for a period of two (2) years.
13. The Project must be constructed in strict accordance with the requirements of the laws of the State of Iowa, and the United States, and ordinances of the City of Dubuque, and in accordance with the Contract Documents.
 - A. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U. S. C. 1958 (H) et. seq.) and the Federal Water Pollution Act (33 U. S. C. 1368 et. seq.) as amended, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Contractor must comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and Department of Labor Regulations (29 CFR, Part 5).
 - B. The City and the Contractor agree to comply with all provisions of the Davis-Bacon Federal Prevailing Wage Act, if applicable, and related labor requirements and regulations and the Federal Wage Determination for this Project.
 - C. Equipment or products authorized to be purchased with federal funding awarded for this Contract must be American-made to the maximum extent feasible, in accordance with Public Law 103-121, Sections 606(a) and (b).

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

14. Access and Maintenance of Records

- a. The contractor must maintain all required records for five years after final payments are made and all other pending matters are closed.
- b. At any time during normal business hours and as frequently as is deemed necessary, the contractor shall make available to the Iowa Economic Development Authority, the State Auditor, the General Accounting Office, and the Department of Housing and Urban Development, for their examination, all of its records pertaining to all matters covered by this contract and permit these agencies to audit, examine, make excerpts or transcripts from such records, contract, invoices, payrolls, personnel records, conditions of employment, and all other matters covered by this contract.

15. Termination Clause

- a. Upon any default, the City must notify the Contractor in writing of the default. Upon notification, the Contractor will have ten (10) business days to respond to and cure any default (hereinafter the "Cure Period"). If the default is not cured to the City's satisfaction, the City may, in its sole discretion, take any of the following action(s):
 - i. Upon a written request from Contractor for an additional Cure Period, the City may, in its sole discretion, grant an additional Cure Period by written acknowledgment thereof; or,
 - ii. Terminate this Agreement by written notice thereof pursuant to 2 CFR §200.340. Termination will occur within thirty (30) days or less from the date written notice of termination, and the City will expressly state the date of termination in the written notice of termination; or,
 - iii. Take other action provided in 2 CFR 200 §338, including but not limited to: temporarily withholding payments pending correction of the deficiency by the Contractor; disallowing all or part of the cost of the activity or action not in compliance, or taking other legally available remedies. The enforcement remedies identified in this Article, including suspension and termination, do not preclude the Contractor from being subject to "Debarment and Suspension" under 2 CFR part 180.
 - iv. Costs resulting from obligations incurred by the Contractor during a suspension or after termination of an award will not be paid or reimbursed unless the City expressly authorizes the costs in the notice of suspension or termination. The following necessary and reasonably unavoidable costs

incurred by the Contractor during suspension or after termination will be paid or reimbursed by the City:

1. The costs result from obligations which were properly incurred by the Contractor before the effective date of suspension or termination, are not incurred in anticipation of suspension or termination, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

16. Notice of Awarding Agency Requirements and Regulations Pertaining to Reporting

- a. The Contractor must provide information as necessary and as requested by the Iowa Economic Development Authority for the purpose of fulfilling all reporting requirements related to the CDBG program.

17. ALL CONTRACTS IN EXCESS OF \$10,000

- a. In addition to the preceding provisions, all contracts in excess of \$10,000 must include the following language, pursuant to Federal Executive Orders 11246 and 11375:

i. During the performance of this contract, the contractor agrees as follows:

1. (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of the Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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4. (4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. (5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

ii. In addition, per 2 CFR 200.322, recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

1. "The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247."

18. ALL CONTRACTS IN EXCESS OF \$100,000

- a. In addition to the preceding provisions, contracts in excess of \$100,000 shall require compliance with the following laws and regulations:

- i. Section 306 of the Clean Air Acts (42 U.S.C. 1857(h)). Section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738.
- b. Clean Air and Water Acts - required clauses:
 - i. This clause is required in all third party contracts involving projects subject to the Clean Air Act (42 U.S.C. 1857 et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended. It should also be mentioned in the bid document.
 - ii. During the performance of this contract, the CONTRACTOR agrees as follows:
 1. (1) The CONTRACTOR will certify that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the Excluded Party Listing System pursuant to 40 CFR 32.
 2. (2) The CONTRACTOR agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 3. (3) The CONTRACTOR agrees that as a condition for the award of the contract; prompt notice will be given of any notification received from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the Excluded Party Listing System.
 4. (4) The CONTRACTOR agrees that it will include or cause to be included the criteria and requirements in Paragraph (1) through (4) of this section in every nonexempt subcontract and require every subcontractor to take such action as the Government may direct as a means of enforcing such provisions.

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**CONSENT DECREE
RELATING TO THE PROJECT**

19. THIS CONTRACTOR **IS** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE, THE CONSENT DECREE AND THIS SECTION ARE APPLICABLE.

JWD CITY mjp CONTRACTOR

THIS CONTRACTOR **IS NOT** PERFORMING WORK FOR THE CITY OF DUBUQUE RELATED TO THE WATER & RESOURCE RECOVERY CENTER OR THE SANITARY SEWER COLLECTION SYSTEM. THEREFORE THE CONSENT DECREE AND THIS SECTION ARE NOT APPLICABLE.

The City has entered into a Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa. The provisions of the Consent Decree apply to and are binding upon the City and its officers, directors, employees, agents, servants, successors, assigns, and all persons, firms and corporations under contract with the City to perform the obligations of the Consent Decree.

The City is required to provide a copy of the Consent Decree to any contractor or consultant retained to perform work required by the Consent Decree.

A copy of the Consent Decree is included in the Contract Documents and can be viewed at <http://www.cityofdubuque.org/DocumentCenter/Home/View/3173>. A hard copy is available upon request at the City's Engineering Department Office.

The City must condition any contract to perform work required under the Consent Decree upon performance of the work in conformity with the provisions of the Consent Decree.

The Consent Decree also provides that until five (5) years after the termination of the Consent Decree, the City must retain, and must instruct its contractors and agents to preserve, all non-identical copies of all documents, reports, data, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to the City's performance of its obligations under this Consent Decree, including any underlying research and analytical data. This information-retention period, upon request by the United States or the State, the City must provide copies of any documents, reports, analytical data, or other information required to be maintained under the Consent Decree. At the conclusion of the information-retention period, the City must notify the United States and the State at least ninety (90) Days prior to the destruction of any documents, records, or other information subject to such requirements and, upon request by the United States or the State, the City must deliver any such documents, records, or other information to the EPA or IDNR.

CERTIFICATION BY CONTRACTOR

The undersigned, on behalf of the Contractor, with full authority to act on behalf of the Contractor, certifies to the City of Dubuque as follows:

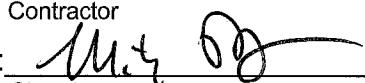
1. I have received a copy of the Consent Decree in the case of The United States of America, and the State of Iowa v. The City of Dubuque, Iowa, Civil Action Number Case 2:11-cv-01011-EMJ, Civil Action Number 2008V00041, DOJ Case Number 90-5-1-1-09339, United States District Court for the Northern District of Iowa.
2. All work performed will be in conformity with the provisions of the Consent Decree.
3. All documents reports, data, records, or other information (including documents, records, or other information in electronic form) that relate in any manner to the performance of obligations under the Consent Decree, including any underlying research and analytical data, will be retained as required by the Consent Decree.
4. The Contractor agrees to defend, indemnify, and hold harmless the City, its officers, agents, or employees from and against any claims, including penalties, costs and fees as provided in the Consent Decree, relating to or arising out of the Contractor's failure to comply with the Consent Decree.

CONTRACTOR:

PORTZEN CONSTRUCTION, INC

Contractor

By:



Signature

MICHAEL J. PORTZEN

Printed Name

VICE PRESIDENT

Title

April 18, 2018

Date

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THE CITY AGREES:

20. Upon the completion of the Contract, and the acceptance of the Project by the City Council, and subject to the requirements of law, the City agrees to pay the Contractor as full compensation for the complete performance of this Contract, the amount determined for the total work completed at the price(s) stated in the Contractor's Bid Proposal and less any Agreed Cost of Delay provided for in the Contract Documents.

CONTRACT AMOUNT \$ 2,548,366.71

CITY OF DUBUQUE, IOWA:

City Manager's Office
Department

By: 
Signature

Michael C. Van Milligen
Printed Name

City Manager
Title

9/20/18
Date

CONTRACTOR:

Portzen Construction, Inc.

Contractor

By: 
Signature

MICHAEL J. PORTZEN
Printed Name

VICE PRESIDENT
Title

April 18, 2018
Date

==== END OF SECTION 00500 ====


 City of Dubuque, Iowa
 Bid Proposal Schedule

NMA PROPOSAL

BIDDER NAME: Portzen Construction DATE: 4/10/2018

Project Name: 22ND STREET/ KAUFMANN AVE STORM SEWER IMPROVEMENTS
(ELM STREET TO WHITE STREET) 2018

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTITY	UNIT	BID UNIT PRICE	TOTAL PRICE
Division 1 - General Provisions						
1		Temporary Stormwater Handling	1.00	LS	\$ 140,000.00	\$ 140,000.00
Sub Total						
Division 2010 - Earthwork, Subgrade, and Subbase						
2	2010-108-C-0	Clearing and Grubbing C	1.00	LS	\$ 4,500.00	\$ 4,500.00
3	2010-108-D-3	Topsoil, Off-site	140.00	CY	\$ 55.00	\$ 7,700.00
4	2010-108-E-0	Excavation, Class 13	510.00	CY	\$ 19.00	\$ 9,690.00
5	2010-108-I-0	Subbase, Coarse Aggregate Subbase - 3" Breaker	1100.00	TON	\$ 19.00	\$ 20,900.00
6	2010-108-G-0	Subgrade Preparation	5450.00	SY	\$ 2.00	\$ 10,900.00
7	2010-108-I-0	Subbase, Special Backfill - Gradation 30	335.00	TON	\$ 17.00	\$ 5,695.00
8	2010-108-I-0	Subbase, Modified Subbase - Gradation 14	4900.00	TON	\$ 16.00	\$ 78,400.00
9	2010-108-J-2-c	Removal of Known Pipe Culvert	805.00	LF	\$ 45.00	\$ 36,225.00
10	2010	Removal of East Connection Structure	1.00	LS	\$ 8,500.00	\$ 8,500.00
11	2010-108-J-1	Removal of Structure	2.00	EA	\$ 5,000.00	\$ 10,000.00
Sub Total						
Division 3010 - Trench Excavation and Backfill						
12	3010-108-D-0	Trench Foundation - 3" Breaker	400.00	TON	\$ 23.00	\$ 9,200.00
13	3010-108-D-0	Bedding Material, 1" Commercial Clean Stone	1650.00	TON	\$ 18.00	\$ 29,700.00
14	3010-108-D-0	Bedding Material Gradation 30	200.00	TON	\$ 20.00	\$ 4,000.00
15	3010-108-L-0	Rigid Insulation Board	500.00	SF	\$ 1.50	\$ 750.00
16	3010-108-D-0	Replacement of Unsuitable Backfill Material Gradation 30	7500.00	TON	\$ 12.00	\$ 90,000.00
17	3010-108-I-2	Trenching, 26 Inch Depth	1300.00	LF	\$ 5.00	\$ 6,500.00
18	3010-108-J-3	Trenching, 48 Inch Depth	1200.00	LF	\$ 6.50	\$ 7,800.00
Sub Total						
Division 4010 - Sanitary Sewers						
19	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 8" PVC	305.00	LF	\$ 88.00	\$ 26,840.00
20	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 15" PVC	425.00	LF	\$ 78.00	\$ 33,150.00
21	4010-108-A-1	Sanitary Sewer Gravity Main, Trenched, 18" PVC	110.00	LF	\$ 109.00	\$ 11,990.00
22	4010-108-B-1	Sanitary Sewer Gravity Main with Casing Pipe, Trenched, 18" PVC	20.00	LF	\$ 385.00	\$ 7,700.00
23	4010-108-E-1	Sanitary Sewer Service Pipe, Trenched, 6" PVC	20.00	LF	\$ 85.00	\$ 1,700.00
24	4010-108-E-1	Sanitary Sewer Service Pipe, Trenched, 4" PVC	235.00	LF	\$ 60.00	\$ 14,100.00
25	4010-108-E-1	Sanitary Sewer Service Pipe with Casing Pipe, Trenched, 4" PVC	80.00	LF	\$ 130.00	\$ 10,400.00
26	4010-108-K-0	Sanitary Sewer Abandonment, Fill & Plug	10.00	CY	\$ 185.00	\$ 1,850.00
27	4010-108-E-1	Sanitary Sewer Lateral Wye Connection, 6"	1.00	EA	\$ 525.00	\$ 525.00
28	4010-108-E-1	Sanitary Sewer Lateral Wye Connection, 4"	10.00	EA	\$ 450.00	\$ 4,500.00
29	4010-108-J-0	Connection To Existing Manhole	1.00	EA	\$ 1,000.00	\$ 1,000.00
30	4010	Field Verify Active Lateral	5.00	EA	\$ 1,200.00	\$ 6,000.00
Sub Total						
Division 4020 - Storm Sewers						
31	4020-108-A-1	Storm Sewer Gravity Main, Trenched, 15" RCP	430.00	LF	\$ 130.00	\$ 55,900.00
32	4020	48" Dia MH on Box Culvert w/Casting	6.00	VF	\$ 850.00	\$ 3,900.00
33	4020	Sediment Control and Cleanup	1.00	LS	\$ 10,000.00	\$ 10,000.00
34	4020	Field Verify Existing Culvert Penetrations	1.00	LS	\$ 5,000.00	\$ 5,000.00
Sub Total						
Division 4040 - Subdrains and Footing Drain Collectors						
35	4040-108-A-0	Subdrain, 6" Perforated CPE	1865.00	LF	\$ 10.50	\$ 19,582.50
36	4040-108-E-0	Storm Sewer Service Stub, 6" PVC	100.00	LF	\$ 35.00	\$ 3,500.00
37	4040-108-A-0	Subdrain, 4" Perforated PVC	42.00	LF	\$ 10.00	\$ 420.00
Sub Total						
Division 5010 - Pipe and Fittings						
38	5010-108-A-1	Water Main, Trenched, DIP, 6"	285.00	LF	\$ 103.00	\$ 29,355.00
39	5010-108-A-1	Water Main, Trenched, DIP, 12"	775.00	LF	\$ 93.00	\$ 72,075.00
40	5010-108-C-2	Fittings by Weight, DL	2200.00	LB	\$ 5.00	\$ 11,000.00
41	5010-108-C-1	Fittings, Mega lug, 6"	55.00	EA	\$ 90.00	\$ 4,950.00
42	5010-108-C-1	Fittings, Mega lug, 12"	43.00	EA	\$ 160.00	\$ 6,880.00
43		Fittings, Joint Restraint Gasket, 6"	5.00	EA	\$ 55.00	\$ 275.00
44		Fittings, Joint Restraint Gasket, 12"	5.00	EA	\$ 80.00	\$ 400.00
45		Fittings, Repair Coupling, 6"	6.00	EA	\$ 850.00	\$ 3,900.00
46		Fittings, Repair Coupling, 12"	1.00	EA	\$ 850.00	\$ 850.00
47	5010-108-E-1	Water Service Pipe, Copper, 3/4"	270.00	LF	\$ 32.00	\$ 8,640.00
48	5010-108-E-2	Water Service Corporation, 3/4"	11.00	EA	\$ 350.00	\$ 3,850.00
49	5010-108-E-3	Water Service Curb Stop and Box, 3/4"	9.00	EA	\$ 600.00	\$ 5,400.00
50	5010-108-E-0	Water Service Curb Box Adjustment	2.00	EA	\$ 300.00	\$ 600.00
51	5010-108-E-1	Water Service Pipe with Casing Pipe, Trenched, Copper 3/4"	18.00	LF	\$ 150.00	\$ 2,700.00
52	5010-206	Nitrile Gaskets, 12"	30.00	EA	\$ 85.00	\$ 2,550.00
53	5010-206	Nitrile Gaskets, 6"	20.00	EA	\$ 60.00	\$ 1,200.00
54		Water Main Abandonment - Fill and Plug	10.00	CY	\$ 185.00	\$ 1,850.00
55		Water Service Pipe, Trenchless, Copper, 3/4-N	120.00	LF	\$ 95.00	\$ 11,400.00
56		Water Service - Type M Hard Copper	180.00	LF	\$ 40.00	\$ 7,200.00

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTIT Y	UNIT	BID UNIT PRICE	TOTAL PRICE
57		Water Service Pipe Penetration Through Existing Foundation Wall.	6.00	EA	\$ 1,500.00	\$ 9,000.00
58		3/4-Inch Ball Valve	12.00	EA	\$ 50.00	\$ 600.00
59		3/4-Inch Strainer	6.00	EA	\$ 36.00	\$ 216.00
60		3/4-Inch Pressure Regulator	6.00	EA	\$ 88.00	\$ 528.00
61		3/4-Inch Dual Check Valve	6.00	EA	\$ 125.00	\$ 750.00
62		Thermal Expansion Tank	6.00	EA	\$ 30.00	\$ 180.00
					Sub Total	\$ 186,349.00
		Division 5020 - Valves, Fire Hydrants, and Appurtenances				
63	5020-108-A-0	Valve, Gate, 8"	6.00	EA	\$ 1,550.00	\$ 9,300.00
64	5020-108-A-0	Valve, Gate, 12"	9.00	EA	\$ 2,650.00	\$ 23,850.00
65	5020-108-C-0	Fire Hydrant	4.00	EA	\$ 3,900.00	\$ 15,600.00
66		Temporary Water Service Connections	5.00	EA	\$ 1,000.00	\$ 5,000.00
					Sub Total	\$ 53,750.00
		Division 6010 - Structures for Sanitary and Storm Sewers				
67	6010-108-A-0	Manhole Type, PC, 48" SW-301	75.00	VF	\$ 425.00	\$ 31,875.00
68	6010-108-B-0	Intake Type, CIP, SW-501	85.00	VF	\$ 510.00	\$ 43,350.00
69	6010-108-B-0	Intake Type, CIP, SW-505	10.00	VF	\$ 800.00	\$ 8,000.00
70	6010	10 X 6' RCB (CIP or Precast)	714.25	LF	\$ 696.00	\$ 497,118.00
71	6010	West Connection Structure	1.00	LS	\$ 32,000.00	\$ 32,000.00
72	6010	East Transition Structure	1.00	LS	\$ 36,000.00	\$ 36,000.00
73	6010-108-E-0	Manhole Adjustment, Minor	1.00	EA	\$ 1,200.00	\$ 1,200.00
					Sub Total	\$ 649,543.00
		Division 7010 - Portland Cement Concrete Pavement				
74	7010-108-A-0	Pavement, PCC, 8" (Thickness)	424.00	SY	\$ 59.00	\$ 25,016.00
75	7010-108-E-0	Curb and Gutter, 36" (Width), 6" (Thickness)	126.00	LF	\$ 32.00	\$ 4,032.00
76	7010-108-E-0	Curb and Gutter, 36" (Width), 8" (Thickness)	1556.00	LF	\$ 26.00	\$ 40,456.00
77	7010-108-F-0	Beam Curb	236.00	LF	\$ 65.00	\$ 15,340.00
78	7010-108-F-0	Building Curb	17.10	LF	\$ 125.00	\$ 2,137.50
					Sub Total	\$ 86,981.50
		Division 7020 - Hot Mix Asphalt Pavement				
79	7020-108-A-0	Pavement or Overlay, HMA	1888.00	TON	\$ 70.00	\$ 132,160.00
					Sub Total	\$ 132,160.00
		Division 7030 - Sidewalks, Shared Use Paths, and Driveways				
80	7030-108-A-0	Removal of Sidewalk	1061.00	SY	\$ 10.00	\$ 10,610.00
81	7030-108-A-0	Removal of Driveway	190.00	SY	\$ 16.00	\$ 3,040.00
82	7030-108-E-0	Sidewalk, PCC, 4" (Thickness)	680.00	SY	\$ 54.00	\$ 36,720.00
83	7030-108-E-0	Sidewalk, PCC, 6" (Thickness)	150.00	SY	\$ 85.00	\$ 13,600.00
84	7030-108-G-0	Detectable Warning	240.00	SF	\$ 40.00	\$ 9,600.00
85	7030-108-H-1	Driveway, Paved, PCC, 7" (Thickness)	138.00	SY	\$ 45.00	\$ 6,210.00
86	7030-108-F-2	Brick Sidewalk with Concrete Base	170.00	SY	\$ 145.00	\$ 24,650.00
87	7030-108-E-0	Sidewalk, PCC - Reinforced, 6" (Thickness)	25.20	SY	\$ 95.00	\$ 2,394.00
88	7030-108-H-1	Driveway, Paved, PCC, 6" (Thickness)	21.00	SY	\$ 63.00	\$ 1,323.00
89	7030-108-H-1	Driveway, Paved, HMA, 5" (Thickness)	46.00	SY	\$ 50.00	\$ 2,300.00
90		Concrete Wheel Stop	4.00	EA	\$ 250.00	\$ 1,000.00
					Sub Total	\$ 111,447.00
		Division 7040 - Pavement Rehabilitation				
91	7040-108-H-0	Removal - Pavement	4985.00	SY	\$ 8.50	\$ 42,372.50
					Sub Total	\$ 42,372.50
		Division 8010 - Traffic Signals & Lighting				
92	8010-108-A-1	Handhole, PC, Round	4.00	EA	\$ 1,200.00	\$ 4,800.00
93	8010-108-B-1	Conduit, Trenched, PVC, 2"	328.00	LF	\$ 1.80	\$ 590.40
94	8010-108-B-1	Conduit, Trenched, PVC, 3"	3.00	LF	\$ 30.00	\$ 90.00
95	8010-108-B-1	Conduit, Trenched, PVC, 4"	237.00	LF	\$ 15.25	\$ 3,614.25
96	8010-108-K-0	Traffic Signal	1.00	LS	\$ 145,000.00	\$ 145,000.00
97	8010-108-N-6	Removal - Traffic Signal, Intersection	1.00	LS	\$ 5,100.00	\$ 5,100.00
98	8010-108-A-1	Handhole, PC, 24-24	9.00	EA	\$ 1,750.00	\$ 15,750.00
99	8010-108-A-1	Handhole, PC, Traffic Signal Tub	1.00	EA	\$ 2,600.00	\$ 2,600.00
100	8010-108-A-2	Handhole, Composite	9.00	EA	\$ 700.00	\$ 6,300.00
101	8010-108-B-1	Conduit, Trenched, HDPE, 1 1/2"	1000.00	LF	\$ 2.20	\$ 2,200.00
102	8010-108-B-1	Conduit, Trenched, HDPE, 2"	3600.00	LF	\$ 3.50	\$ 12,600.00
103	8010-108-B-1	Conduit, Trenched, HDPE, 4"	100.00	LF	\$ 5.50	\$ 550.00
104	8010-108-B-1	Conduit, Trenched, 7-Way FuturePalt	1000.00	LF	\$ 6.00	\$ 6,000.00
105	8010-108-B-2	Conduit, Re-route, Trenched, PVC - 4"	50.00	LF	\$ 15.00	\$ 750.00
106	8010-108-B-3	Conduit, Innerduct, HDPE, 4 - 1"	50.00	LF	\$ 3.30	\$ 165.00
107	8010-108-B-3	Conduit, Innerduct, 5/12 MicroDuct	1200.00	LF	\$ 5.50	\$ 6,600.00
108	8010-108-C-0	Wiring and Cable, 10 AWG XHHW-2	3000.00	LF	\$ 1.65	\$ 4,950.00
109	8010-108-C-0	Wiring and Cable, 10 AWG Tracer	2400.00	LF	\$ 2.00	\$ 4,800.00
110	8010-108-C-0	Wiring and Cable - Fiber Optics, 144 Strand	2000.00	LF	\$ 12.25	\$ 24,500.00
111	8010-108-D-1	Street Light Precast Concrete Base, 2' Dia. x 7'	7.00	EA	\$ 1,150.00	\$ 8,050.00
112	8010-108-D-4	Traffic Controller Cabinet Precast Concrete Base	1.00	EA	\$ 2,400.00	\$ 2,400.00
113	8010-108-D-5	Electrical Service Control Pedestal Precast Concrete Base	1.00	EA	\$ 2,100.00	\$ 2,100.00
114	8010-108-F-1	Fiber Optic Vault Precast Concrete	7.00	EA	\$ 4,000.00	\$ 28,000.00
115	8010-108-I-0	Traffic Controller Cabinet and Controller	1.00	EA	\$ 2,675.00	\$ 2,675.00
					Sub Total	\$ 230,164.65
		Division 8010 - Traffic Signals & Lighting				
116	8010-108-J-0	Electrical Service Control Pedestal with Battery Backup	1.00	EA	\$ 11,500.00	\$ 11,500.00
117	8010-108-M-0	Street Light	7.00	EA	\$ 2,000.00	\$ 14,000.00
118	8010-108-N-1	Removal - Existing Handholes	2.00	EA	\$ 4,000.00	\$ 8,000.00
119	8010-108-N-3	Removal - CIP or PC Concrete Base	5.00	EA	\$ 850.00	\$ 4,250.00

LINE NO.	REFERENCE NUMBER	BID ITEM DESCRIPTION	PLAN QUANTIT Y	UNIT	BID UNIT PRICE	TOTAL PRICE
120	8010-108-B-1	Conduit, Trenched, HOPE, 3/4"	100.00	LF	\$ 1.65	\$ 165.00
121	8010-108-C-0	Wiring and Cable, 3 AWG XHHW-2	300.00	LF	\$ 2.20	\$ 660.00
122	8010-108-C-0	Wiring and Cable, 12 AWG XHHW-2	1500.00	LF	\$ 0.55	\$ 825.00
123		Code Blue Emergency Phone	1.00	EA	\$ 8,100.00	\$ 8,100.00
124		Wiring and Cable - Fiber-Optic Fusion Splice	24.00	EA	\$ 70.00	\$ 1,680.00
125		Wiring and Cable - Fiber-Optic Testing	144.00	EA	\$ 13.00	\$ 1,872.00
126		Concrete Encasement over Conduit, 2" Thickness	160.00	LF	\$ 20.00	\$ 3,200.00
127	8010-108-N-2	Relocate Service Pedestal	1.00	EA	\$ 3,200.00	\$ 3,200.00
					Sub Total	\$ 57,452.00
		IDOT Division 2527 - Pavement Marking				
128	IDOT 2527.04-A-1	Painted Pavement Markings	24.39	STA	\$ 44.00	\$ 1,073.16
129	IDOT 2527.04-A-4	Painted Symbols and Legends	8.00	EA	\$ 82.50	\$ 660.00
130	IDOT 2527.04-A-8	Pavement Markings Removed	1.99	STA	\$ 110.00	\$ 218.90
131	IDOT 2527.04-A-9	Symbols and Legends Removed	1.00	EA	\$ 110.00	\$ 110.00
					Sub Total	\$ 2,062.06
		IDOT Division 2528 - Traffic Control				
132	IDOT 2528.04-A	Traffic Control	1.00	LS	\$ 26,000.00	\$ 26,000.00
133	IDOT 2528.04-A	Reset Alternate Detour Route	1.00	LS	\$ 1,650.00	\$ 1,650.00
					Sub Total	\$ 27,650.00
		Division 9010 - Seeding				
134	9010-108-B-0	Hydraulic - Seeding, Fertilizing, and Mulching, Type 1	0.27	AC	\$ 14,000.00	\$ 3,780.00
					Sub Total	\$ 3,780.00
		Division 9040 - Erosion and Sediment Control				
135	9040-108-A-2	SWPPP Management	1.00	LS	\$ 5,500.00	\$ 5,500.00
136	9040-108-D-1	Filter Socks, 8"	1200.00	LF	\$ 3.00	\$ 3,600.00
137	9040-108-D-2	Filter Socks, Removal	1200.00	LF	\$ 0.50	\$ 600.00
138	9040-108-O-1	Stabilized Construction Entrance A	50.00	SQ	\$ 85.00	\$ 4,250.00
139	9040-108-N-1	Silt Fence or Silt Fence Ditch Check	850.00	LF	\$ 3.00	\$ 2,550.00
140	9040-108-N-2	Silt Fence or Silt Fence Ditch Check, Removal of Sediment	850.00	LF	\$ 1.00	\$ 850.00
141	9040-108-N-3	Silt Fence or Silt Fence Ditch Check, Removal of Device	850.00	LF	\$ 0.60	\$ 425.00
142	9040-108-T-1	Inlet Protection Device, Type B	20.00	EA	\$ 250.00	\$ 5,000.00
143	9040-108-T-2	Inlet Protection Device, Maintenance	20.00	EA	\$ 50.00	\$ 1,000.00
					Sub Total	\$ 23,775.00
		Division 9060 - Chain Link Fence				
144	9060-108-E-0	Removal of Fence	65.00	LF	\$ 15.00	\$ 975.00
					Sub Total	\$ 975.00
		Division 9072 - Combined Concrete Sidewalk and Retaining Wall				
145	9072-108-A-0	Combined Concrete Sidewalk and Retaining Wall	19.00	CY	\$ 850.00	\$ 16,150.00
					Sub Total	\$ 16,150.00
		Division 9080 - Concrete Steps, Handrails, and Safety Rail				
146	9080-108-A-0	Concrete Steps, Type A	111.00	SF	\$ 60.00	\$ 6,660.00
147	9080-108-B-0	Handrail, Steel	17.50	LF	\$ 265.00	\$ 4,637.50
148	9080-108-C-0	Safety Rail	96.00	LF	\$ 200.00	\$ 19,200.00
					Sub Total	\$ 32,717.50
		Division 11 - Miscellaneous				
149	1090-105-D	Mobilization	1.00	LS	\$ 90,000.00	\$ 90,000.00
150	11040-108-A-0	Temporary Sidewalk - Residential Access	500.00	SY	\$ 45.00	\$ 22,500.00
151	11050-108-A-0	Concrete Washout	1.00	LS	\$ 1,500.00	\$ 1,500.00
152	11030-108-A-0	Temporary Services During Construction - Postal Service	1.00	LS	\$ 3,500.00	\$ 3,500.00
153		Site Security Fencing	1.00	LS	\$ 15,000.00	\$ 15,000.00
					Sub Total	\$ 132,500.00

400.5 Base Bid Amount

Bid Amount \$ 2,548,366.71

(Use Words)

Two Million five hundred forty eight thousand three hundred sixty six dollars and seventy one cents.

400.6 Alternate Bids

The Bid Amount listed above on the Bid Proposal Schedule will be adjusted in accordance with any or all of the following Alternate Bids as OWNER may elect. Bidder must specify whether the Alternate Bid is an ADD or a DEDUCT or write "No change". If any alternates are selected by the City, City will select alternates in order as listed below. Alternate Bid No.1 will be selected first, then Alternate Bid No.2 and so on until the City no longer chooses to select alternates.

Alternate Bid Items

LINE NO.	ITEM NUMBER	BID ITEM DESCRIPTION	PLAN QUANTIT Y	UNIT	BID UNIT PRICE	TOTAL PRICE
154	7040-108-K-1	Division 7040 - Pavement Rehabilitation	2000.00	SY	\$ 81.00	\$ 162,000.00
		Removal and Salvage - Historic Brick Paver			Sub Total	

SITE CONDITION INFORMATION

SECTION 00775

250.1 SUBSURFACE CONDITIONS

In the preparation of the Contract Documents, the Engineer relied upon the following report(s) and drawing(s) of explorations and tests of subsurface conditions at the Site:

- 1) Geotechnical Engineering Report prepared by Allender-Butzke

Title: Piezometer Borings, Environmental Boring

Date: November 21, 2017, November 9, 2017

Pages: See Appendix

The technical data in the above report(s), upon which the Contractor may rely, consists of boring logs, test results, and boring locations all as of the date made. Engineer accepts no responsibility for accuracy of the soil data or water level information. Soil information, included with these Contract Documents, was not obtained for the purposes of designing excavations and trenches. Soil information was used by Engineer for design purposes only. Contractor shall assure itself by personal examination as to subsurface conditions and shall provide its own investigations and make its own assumptions to comply with OSHA and any other applicable laws and regulations regarding excavation and trenching requirements.

250.2 PHYSICAL CONDITIONS

In the preparation of the Contract Documents, Engineer relied upon the following drawing(s) of physical conditions in or relating to existing surface and subsurface structures (except underground facilities) which are at or contiguous to the Site:

- 1) Drawings prepared by IIW, P.C.

Title: Project plans

Date: See plan sheets

Pages: See plan sheets

- 2) Sanborn Fire Insurance Map: _____

NONE OF THE CONTENT OF SUCH DRAWINGS INCLUDE TECHNICAL DATA ON WHICH THE CONTRACTOR MAY RELY.

SECTION 00775

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250.3 HAZARDOUS ENVIRONMENTAL CONDITIONS

In the preparation of the Contract Documents, ENGINEER relied upon the following reports(s) known to the owner of hazardous environmental conditions at the Site:

1) Phase I Environmental Site Assessment Study prepared by Strand and Associates

Title: 22nd Street/Kaufmann Avenue, Elm Street to Kane Street

Date: January 2018

2) Phase II Environmental Site Assessment Study prepared by Strand and Associates

Title: Meineke Car Care Center

Date: December 2013

3) Soil and Groundwater Management Plan prepared by IIW P.C.

Title: See Appendix

Date: _____

The technical data in the above report(s), upon which the Contractor may rely, consists of test results all as of the date made.

Contractor must not remove, disturb or remediate any Hazardous Environmental Conditions encountered, uncovered or revealed at the Project Area, unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of work.

===== END OF SECTION 00775 =====

CONSTRUCTION SCHEDULE AND AGREED COSTS OF DELAY

SECTION 00800

800.1 SCHEDULE:

CALENDAR DAY SCHEDULE:

Work required by the Contract Documents shall commence within ten (10) calendar days after Notice to Proceed has been issued and shall be Substantially Complete by November 1, 2018 and Finally Complete by November 15, 2018.

800.2 AGREED COSTS OF DELAY:

Time is of the essence of the Contract. As delay in the diligent prosecution of the work may inconvenience the public, obstruct traffic, interfere with business, and/or increase costs to the City such as engineering, administration, and inspection, it is important that the work be prosecuted vigorously to final completion.

An extension of the contract period may be granted by the City for any of the following reasons:

1. Additional work resulting from a modification of the Contract Documents by approved change order.
2. Delays caused by the City.
3. Other reasons beyond the control of the Contractor, which in the City's opinion, would justify such.

Should the Contractor, or in case of default the Surety, fail to complete the work within the specified Substantial and Final Completion Dates, a deduction at the daily rate for agreed costs of delay will be made for each and every calendar day or working day, whichever is specified, such that the work remains uncompleted. The Contractor or the Contractor's Surety shall be responsible for all costs incidental to the completion of the work, and shall be required to pay the City the following daily costs:

- A. For each calendar day that any work remains uncompleted beyond the Substantial Completion date the contractor will be assessed and shall pay, **\$ 200** per calendar day, not as a penalty but as predetermined and Agreed Cost of Delay until Substantial Completion requirements are met. **Substantial Completion is defined that all streets are open fully to traffic and permanent pavement is in place. The storm sewer system is fully operational.**
- B. For each calendar day that any work remains uncompleted beyond the Final Completion date the contractor will be assessed and shall pay, **\$ 1000** per calendar, not as a penalty but as predetermined and Agreed Cost of Delay until Final Completion requirements are met.

SECTION 00800

Page 2 of 3

Permitting the Contractor to continue and finish the Work, or any part of it, after the expiration of the Substantial and Final Completion dates or Milestone Dates or extension thereof shall in no way operate as a waiver on the part of the City of any of its rights or remedies under the contract, including its right to Agreed Cost of Delay pursuant to this provision. Furthermore, the assessment of Agreed Cost of Delay shall not constitute a waiver of the City's right to collect any additional damages which the City may sustain by failure of the Contractor to carry out the terms of the Contract.

The Agreed Cost of Delay rates specified in the Contract Documents is hereby agreed upon as the true and actual damages due the City for loss to the City and to the public due to obstruction of traffic, interference with business, and/or increased costs to the City such as engineering, administration, construction, and inspection after the expiration of the contract times, or extension thereof. Such Agreed Cost of Delay will be separately invoiced to the Contractor, and final payment will be withheld from the Contractor until payment has been made of this invoice for the agreed cost of delay. The Contractor and its surety shall be liable for any agreed cost of delay in excess of the amount due the Contractor.

===== END OF SECTION 00800 =====

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SECTION 00600

KNOW ALL BY THESE PRESENTS:

That we, Portzen Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal") and United Fire & Casualty Company, as Surety are held and firmly bound unto the City of Dubuque, Iowa, as Obligee (hereinafter referred to as "Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two million five hundred forty eight thousand three hundred sixty six dollars (\$2,548,366.71), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 18th day of April 2018, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following project in accordance with the Contract Documents, and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. The Contract Documents for the 22nd Street Storm Sewer Improvements Elm St to White St Project detail the following described improvements:

22nd Street Storm Sewer Improvements Elm St. to White St. Project

This project will involve the installation of a 714 LF of 10'x6' box culvert storm sewer, new curb and pavement (1888 tons of 8" HMA or 4430 SY 8" PCC) for the street, new sidewalks, street lighting, ADA pedestrian access ramps, 775 LF of 12" watermain, 440 LF of sanitary sewer (8", 15", 18"), and fiber optic infrastructure. The project bid proposal includes two bid forms: One for HMA pavement and the other with PCC pavement. The lowest cost option between the two proposals will be used in selection of the lowest responsive bidder.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the project, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or

SECTION 00600

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performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

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

- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract Documents within the period of two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship, equipment installed, or materials used in construction of said work;
- B. To keep all work in continuous good repair; and
- C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

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

4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- A. To consent without notice to any extension of time authorized in approved change orders to the Contractor in which to perform the Contract;
- B. To consent without notice to any change in the Contract or Contract Documents, authorized in approved change orders which thereby increases the total contract price and the penal sum of this Bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent (20%) of the total contract price, and that this Bond shall then be released as to such excess increase;
- C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five (5) years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the Owner including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Owner will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Owner incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Owner whole for all such outlay and expense, provided that the Surety's obligation under this Bond shall not exceed one hundred twenty-five percent (125%) of the penal sum of this Bond.

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

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

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract,

SECTION 00600

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or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

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

Project No. 2642769

Witness our hands, in triplicate, this 19th day of April, 2018.**SURETY COUNTERSIGNED BY:**Jena Wilwert

Signature of Agent

Jena Wilwert

Printed Name of Agent

880 Locust St - Ste 200

Company Address

Dubuque, Iowa 52001

City, State, Zip Code

563-556-0272

Company Telephone Number

PRINCIPAL:Portzen Construction Inc

Contractor

By: Mike Portzen

Signature

Michael J Portzen

Printed Name

Vice President**NOTE:**

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

===== END OF SECTION 00600 =====



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa, UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas, and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint TERRANCE J. FRIEDMAN, SCOTT A. DESOUSA, MARK J. PHALEN, DAN A. WELLIK, SHIRLEY M. SHANNON, EACH INDIVIDUALLY OF DUBUQUE IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 15th day of October, 2013

UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By:

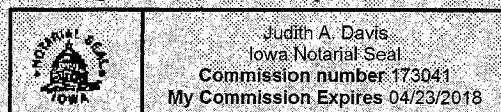
Dennis J. Richman

Vice President

State of Iowa, County of Linn, ss:

On 15th day of October, 2013, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa, that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Davis

Notary Public

My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
 this 19th day of April, 2018

By:

David A. Lange

Secretary, UF&C

Assistant Secretary, UF&I/FPIC