

# Contract Documents Manual

**City of Dyersville-Delaware County**  
**RM-2160(618)--9D-31**  
**20 West Industrial Center**  
**Phase 3**  
**Contract C – Culvert**



WORKING ON TOMORROW.

Origin Design Project Number **21249**

**Origin Design Co.**

137 Main Street, Ste. 100  
Dubuque, IA 52001

Phone: 563 556-2464

Fax: 563 556-7811

**origindesign.com**

CONTRACT DOCUMENTS MANUAL  
FOR  
City of Dyersville-Delaware County  
RM-2160(618)--9D-31  
20 West Industrial Center  
Phase 3  
Contract C – Culvert

PREPARED FOR: City of Dyersville  
340 1st Ave E  
Dyersville, IA 52040  
Phone: 563-875-7724

PREPARED BY: Origin Design Co.  
137 Main Street, Suite 100  
Dubuque, IA 52001  
Phone: 563-556-2464

PROJECT NO: 21249

City of Dyersville-Delaware County  
RM-2160(618)--9D-31  
20 West Industrial Center  
Phase 3  
Contract C – Culvert

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## **NOTICE TO BIDDERS**

**CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT**

### **Time and Place for Filing Sealed Proposals**

Sealed bids for the work comprising the improvement as stated below must be filed by 1:00 PM on the 27th day of September 2023, at City Hall, 340 1st Ave E, Dyersville, IA 52040.

### **Time and Place Sealed Proposals Will be Opened and Considered**

Sealed proposals will be opened and bids read and tabulated after 1:00 PM on September 27th, 2023, at City Hall, 340 1st Ave E, Dyersville, IA 52040 for consideration by the City Council at its meeting at 6:00 PM on October 2, 2023 at City Hall, 340 1st Ave E, Dyersville, IA 52040.

### **Time for Commencement and Completion of Work**

Work on the improvement shall commence on or before the date specified in the written "Notice to Proceed" and shall be fully completed and ready for acceptance by June 14, 2024. Liquidated damages in the amount of \$1,000.00 per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extension of contract period due to conditions beyond the control of the Contractor, as approved by the City Council.

### **Bid Security**

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8 and as specified by the City of Dyersville, Iowa. The bid security shall be 10% of the total amount of the bid.

### **Contract Documents**

Bidders proposals, plans, specifications and contract documents prepared by Origin Design may be obtained at no cost to interested parties. To obtain electronic copies click on the "Bids" tab on the Origin website at <https://origindesign.com/>. For paper copies, contact Tri-State Blueprint/Rapids Reproductions at <https://www.origindesignplanroom.com/> or phone at 563-556-3030.

### **Preference for Iowa Products**

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa to the extent lawfully required under Iowa statutes.

### **Sales Tax**

The bidder should not include sales tax in the bid. Sales tax exemption certificates will be issued in accordance with Iowa Code 423.3, subsection 80, and provided to the contractor and subcontractors for all material purchased for incorporation in the project.

### **Bidder Status Form**

Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the Owner.

Warranty Period

The improvements shall be kept and maintained in good repair for a period of two (2) years after final acceptance of the project by the Owner.

General Nature of Public Improvement

Construction of twin 12' x 5' reinforced concrete box culvert on future extension of Industrial Parkway SW in City of Dyersville, Delaware County, Iowa. Primary work includes class 20 excavation, option 1 cast in place or option 2 precast culvert, and revetment.

Bid Tabulation - The bid totals will be available at and after the public bid opening. However, an itemized bid tabulation will not be publicly available until after the Owner awards the contract.

Funding Agency Requirements

This project has been awarded a Revitalize Iowa's Sound Economy (RISE) grant. Under the RISE program bidders are required to make positive efforts to solicit bids/quotes from targeted small business (TSB) enterprises for material and/or subcontract work. A TSB contact form is included in the bid proposal packet and must be submitted with the bid. The Contractor's responsibilities in regard to the RISE requirements follow the Special Conditions in Division 1.

In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

The City of Dyersville hereby reserves the right to reject any or all bids and to waive informalities and irregularities. Award of contract will be based on the lowest responsive responsible bid received for either Option.

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

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**INFORMATION FOR BIDDERS**

BIDS will be received by the City of Dyersville (herein called the "OWNER"), at City Hall, 340 1st Ave E, Dyersville, IA 52040 until 1:00 PM on the 27th day of September 2023, and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to the City of Dyersville at City Hall, 340 1st Ave E, Dyersville, IA 52040. Each sealed envelope containing a BID must be plainly marked on the outside as BID for RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert and the envelope should bear on the outside the name of the BIDDER, his address and his license number if applicable. Each BID must be accompanied by a BID security payable to the OWNER for ten percent of the total amount of the BID. The BID security shall be placed in a separate sealed envelope with the bidder's name and address, as well as the name of the project, indicated on the envelope and the envelope shall be marked "Bid Security". If forwarded by mail, the sealed envelopes containing the BID and BID security must be enclosed in another envelope addressed to the OWNER at City Hall, 340 1st Ave E, Dyersville, IA 52040.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Subcontractors may be utilized only to the extent that they perform specialized work that the general contractor is not capable of performing. A subcontractor shall not be utilized for more than fifty percent (50%) of the work.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person

shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive and responsible BIDDERS. When the Agreement is executed the bonds of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDERS will be retained until the payment BOND and performance BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND, as may a cashier's check or a certified share draft.

A performance BOND and a payment BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or payment BONDS and performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the performance BOND and payment BOND within ten (10) calendar days of the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable performance BOND, payment BOND and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsive and responsible BIDDER.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to his BID.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The Engineer is Origin Design Co., 137 Main Street, Ste. 100, Dubuque, Iowa 52001 Phone (563) 556-2464.

Bidders proposals, plans/drawings, specifications and contract documents prepared by Origin Design Co. may be obtained from the “Bids” tab on the Origin website at <https://origindesign.com/> or Tri-State Blueprint/Rapids Reproductions, 696 Central Avenue, Dubuque, Iowa 52001, phone (563) 556-3030 or [www.rapidsrepro.com](http://www.rapidsrepro.com). No deposit is required.

Bidders must indicate a unit price and a total price for each bid item. If a difference exists between the unit price times the quantity and the total price indicated, the unit price shall take precedence.

Bidders are required to indicate the name and address of the corporate surety that will be providing the performance and payment bonds and the name and address of all subcontractors.

Under Iowa law, Bidders are required to submit the Bidder Status Form that follows the Bid Form in the specifications. Failure to provide the form with the bid may result in the bid being deemed nonresponsive. This may result in the bid being rejected by the Owner.

The Owner is exempt from paying sales or use tax. The Owner will issue an exemption certificate for Contractor’s use in purchasing materials for this project only.

This project has been awarded a Revitalize Iowa’s Sound Economy (RISE) grant. Under the RISE program bidders are required to make positive efforts to solicit bids/quotes from targeted small business (TSB) enterprises for material and/or subcontract work. A TSB contact form is included in the bid proposal packet and must be submitted with the bid. The Contractor’s responsibilities in regard to the RISE requirements follow the Special Conditions in Division 1.

In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

Bid Tabulation - The bid totals will be available at and after the public bid opening. However, an itemized bid tabulation will not be publicly available until after the Owner awards the contract.

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**BID**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"),  
organized and existing under the laws of the State of \_\_\_\_\_, doing business as  
\_\_\_\_\_ \* to the City of Dyersville, Iowa (hereinafter called "OWNER").

In compliance with your Notice to Bidders, BIDDER hereby proposes to perform all WORK for the construction of RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT by June 14, 2024. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

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

\* Insert "a corporation", "a partnership" or "an individual" as applicable

Bids will be submitted on the basis of approved equipment and suppliers only.

Bidders shall not add any conditions or qualifying statements or modify this proposal or the proposal may be declared irregular as being not responsive to the Notice.

It is expressly understood that the foregoing total bid is the basis for establishing the amount of bid security and is for comparison of bids only, and is not to be considered or construed to be a lump sum proposal unless indicated as such.

The undersigned has carefully checked the above Bid Schedule against the contract drawings and specifications before preparing the bid and accepts the said schedule as substantially correct, both as to classification, amount, and as correctly listing the complete work to be done in accordance with the contract drawings and specifications.

Accompanying this bid is a \_\_\_\_\_ (insert "Certified Check", "Cashier's Check", "Certified Share Draft", or "Bid Bond") in the amount of \_\_\_\_\_ payable to the City of Dyersville, Iowa, which it is agreed to be forfeited to the Owner, if the undersigned fails to execute the contract in accordance with the form of contract incorporated in the contract documents and as required by the contract documents and furnish Performance and Payment Bonds and acceptable Certificate of Insurance as specified within ten (10) days from the Notice of Award of the contract to the undersigned.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved to the Owner to reject any or all proposals or to waive informalities and irregularities and to enter into such contracts that the Owner deems to be in the best interests of the Owner. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof.

The undersigned Bidder understand that the contract(s), if awarded, will be awarded to the lowest responsible, responsive bidder(s) on the basis of approved equipment and suppliers.

The undersigned also understands that they are to commence work on or before the date given in the Notice to Proceed and complete the work within the time period indicated in the contract documents, subject to any extensions of time which may be granted by the Owner.

This project has been awarded a Revitalize Iowa's Sound Economy (RISE) grant. Under the RISE program bidders are required to make positive efforts to solicit bids/quotes from targeted small business (TSB) enterprises for material and/or subcontract work. A TSB contact form is included in the bid proposal packet and must be submitted with the bid. The Contractor's responsibilities in regard to the RISE requirements follow the Special Conditions in Division 1.

In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.

The name and address of the corporate surety which the Bidder proposes to furnish the specified performance and payment bonds is:

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Date \_\_\_\_\_, 20\_\_

**BIDDER:**

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Iowa Registration No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Signature \_\_\_\_\_

Typed or Printed \_\_\_\_\_

Title \_\_\_\_\_

**ATTEST:**

Signature \_\_\_\_\_

Typed or Printed \_\_\_\_\_

Title \_\_\_\_\_

(SEAL AS APPLICABLE)

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or indicated sums:

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT  
CAST-IN-PLACE OPTION 1  
BID SCHEDULE

NOTE: Bids shall EXCLUDE sales tax and all other applicable taxes and fees

NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNIT	TOTAL	
					PRICE	PRICE
1A	24022720000	EXCAVATION CLASS 20	1389 CY			
2A	24022725005	FOUNDATION TREATMENT MATERIAL	303 TON			
3A	24023825025	GRANULAR MATERIAL FOR BLANKET	87 CY			
4A	24030100020	STRUCTURAL CONCRETE (RCB CULVERT)	267.1 CY			
5A	24047775000	STEEL REINFORCING	43583 LB			
6A	25028212304	SUBDRAIN STD PERFORATED 4 IN, AS PER PLAN	40 LF			
7A	25028213106	SUBDRAIN PVC 6 IN STD NON-PERFORATED	50 LF			
8A	25076800061	REVETMENT, CLASS E	518 TON			
9A	25334980005	MOBILIZATION	1 LS			
10A	25999999010	CONCRETE WASHOUT	1 LS			
11A	25999999014	('SQUARE FEET' ITEM) POLYSTYRENE BOARD (2 INCHES THICK)	432 SF			
TOTAL OF BID						

This bid schedule accompanies the proposal of \_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or indicated sums:

**CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT  
PRECAST OPTION 2  
BID SCHEDULE**

NOTE: Bids shall EXCLUDE sales tax and all other applicable taxes and fees

NO.	ITEM CODE	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1B	24022720000	EXCAVATION CLASS 20	1490 CY		
2B	24022725005	FOUNDATION TREATMENT MATERIAL	330 TON		
3B	24023825025	GRANULAR MATERIAL FOR BLANKET PRECAST CONCRETE BOX CULVERT, 12 FT. X 5	94 CY		
4B	2415-2111205	FT. - TWIN	134 LF		
5B	25028212304	SUBDRAIN STD PERFORATED 4 IN, AS PER PLAN	40 LF		
6B	25028213106	SUBDRAIN PVC 6 IN STD NON-PERFORATED	50 LF		
7B	25076800061	REVETMENT, CLASS E	518 TON		
8B	25334980005	MOBILIZATION (‘SQUARE FEET’ ITEM) POLYSTYRENE BOARD	1 LS		
9B	25999999014	(2 INCHES THICK)	480 SF		
<b>TOTAL OF BID</b>					

This bid schedule accompanies the proposal of \_\_\_\_\_

Whereas the city elected to use the sales tax exemption option when bidding this project, the following information will be required in order for the City to obtain sales tax exemption certificates from the Department of Revenue. If this information is not completed and submitted with the proposal, this sheet will be forwarded to the selected contractor and must be completed prior to the start of construction. Certificates are required for the purchase of materials for this project.

# **SALES TAX EXEMPTION CERTIFICATE INFORMATION**

Project Name: RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert

City/Owner Contact: City of Dyersville

Origin Design No.: 21249

General Contractor:			
Address:			
Phone:			
Fax:			
Federal ID No.:			
Type of Work:			
Subcontractor:		Subcontractor:	
Street/PO Address:		Street/PO Address:	
City / State / Zip		City / State / Zip	
Phone:		Phone:	
Fax:		Fax:	
Federal ID No.:		Federal ID No.:	
Type of Work:		Type of Work:	
Subcontractor:		Subcontractor:	
Street/PO Address:		Street/PO Address:	
City / State / Zip		City / State / Zip	
Phone:		Phone:	
Fax:		Fax:	
Federal ID No.:		Federal ID No.:	
Type of Work:		Type of Work:	
Subcontractor:		Subcontractor:	
Street/PO Address:		Street/PO Address:	
City / State / Zip		City / State / Zip	
Phone:		Phone:	
Fax:		Fax:	
Federal ID No.:		Federal ID No.:	
Type of Work:		Type of Work:	

Bidder Status Form

To be completed by all bidders

Part A

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

☐ Yes ☐ No

My company is authorized to transact business in Iowa.  
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

If you answered "No" to one or more questions above, your company is a 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 \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

County \_\_\_\_\_

City \_\_\_\_\_

TARGETED SMALL BUSINESS (TSB)  
PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_

List items by name to be subcontracted:

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are hereby held and firmly  
bound unto the City of Dyersville, Iowa, in the penal sum of \_\_\_\_\_  
\_\_\_\_\_ for the payment of which, well and truly to  
be made, we hereby jointly and severally bind ourselves, successors and assigns.

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

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Dyersville, Iowa, a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the RM-2160(618)-9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert project.

NOW, THEREFORE,

(a) If said BID shall be rejected, or

(b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said BID) 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept such BID; 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, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

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

\_\_\_\_\_  
Surety

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Dept. most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

ATTACH POWER OF ATTORNEY

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: RM-2160(618)--9D-31, 20 West Industrial Center Phase 3  
Contract C – Culvert  
\_\_\_\_\_

The OWNER has considered the BID submitted by you for the above described WORK in response to its Notice to Bidders calling for bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificate of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID SECURITY. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

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

City of Dyersville, Iowa

By \_\_\_\_\_

Typed or Printed Name

Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
\_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_

Title \_\_\_\_\_

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Dyersville, hereinafter called "OWNER" and \_\_\_\_\_ doing business as (an individual) or (a partnership) or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same by June 14, 2024. Liquidated damages in the amount of \$1,000.00 per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$\_\_\_\_\_ as shown in the BID schedule, attached.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - A) SPECIFICATIONS prepared or issued by Origin Design Co. dated \_\_\_\_\_, 20\_\_\_\_.
  - B) DRAWINGS prepared by Origin Design Co. dated \_\_\_\_\_, 20\_\_\_\_.
  - C) ADDENDA:  
No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_
  - D) NOTICE TO BIDDERS
  - E) INFORMATION FOR BIDDERS
  - F) BID
  - G) BID BOND
  - H) NOTICE OF AWARD
  - I) AGREEMENT
  - J) PERFORMANCE BOND, PAYMENT BOND
  - K) NOTICE TO PROCEED
  - L) CHANGE ORDER
  - M) PAYMENT FORM
  - N) SPECIAL CONDITIONS (including TSB requirements)
6. The OWNER will pay to the CONTRACTOR in the manner and at such times and amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

The Contractor agrees, and its bond shall be surety therefore, that improvements will be kept and maintained in good repair for a period of two (2) years after final acceptance by the Owner.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate copies each of which shall be deemed an original on the date first above written.

OWNER

City of Dyersville

By

(signature)

Name

(typed or printed)

Title

SEAL

ATTEST:

(signature)

Name

(typed or printed)

Title

CONTRACTOR

By

(signature)

Name

(typed or printed)

Address

SEAL

ATTEST:

(signature)

Name

(typed or printed)

Title

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_ (corporation, partnership, or individual) hereinafter called Principal, and

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

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

hereinafter called Surety, are held and firmly bound unto

City of Dyersville  
\_\_\_\_\_  
(Name of Owner)

340 1st Ave E, Dyersville, IA 52040  
\_\_\_\_\_  
(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 the:

RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert  
\_\_\_\_\_  
\_\_\_\_\_

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 way 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 WHEREOF, this instrument is executed in triplicate counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Typed or Written

By \_\_\_\_\_

Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Typed or Written

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

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

ATTEST:

\_\_\_\_\_  
Surety

(SEAL)

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.

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.

ATTACH POWER OF ATTORNEY

CITY OF DYERSVILLE-DELAWARE COUNTY  
RM-2160(618)--9D-31  
20 WEST INDUSTRIAL CENTER  
PHASE 3  
CONTRACT C – CULVERT

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

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

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

a \_\_\_\_\_ (corporation, partnership, or individual) hereinafter called Principal,

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

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

hereinafter called Surety, are held and firmly bound unto the

City of Dyersville  
\_\_\_\_\_  
(Name of Owner)

340 1st Ave E, Dyersville, IA 52040  
\_\_\_\_\_  
(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:

RM-2160(618)--9D-31, 20 West Industrial Center Phase 3 Contract C – Culvert  
\_\_\_\_\_  
\_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect. This obligation shall include any maintenance or repair during the warranty period.

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 way 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.

The improvements will be kept and maintained in good repair for a period of two (2) years after final acceptance by the Owner.

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 WHEREOF, this instrument is executed in triplicate counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Principal

(SEAL)

By \_\_\_\_\_

Signature

Name

Typed or Written

By \_\_\_\_\_

Signature

Name

Typed or Written

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

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

ATTEST:

\_\_\_\_\_  
Surety

(SEAL)

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.

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.

ATTACH POWER OF ATTORNEY

## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: RM-2160(618)--9D-31, 20 West  
Industrial Center Phase 3 Contract C – Culvert  
\_\_\_\_\_

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to complete the WORK by June 14, 2024.

City of Dyersville  
\_\_\_\_\_

Owner

By \_\_\_\_\_  
Title \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_  
this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By \_\_\_\_\_  
Title \_\_\_\_\_

## CHANGE ORDER

Change Order No: \_\_\_\_\_

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

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

Owner: \_\_\_\_\_

Project: \_\_\_\_\_

No. \_\_\_\_\_

Contractor: \_\_\_\_\_

The following changes are hereby made to the CONTRACT DOCUMENTS:

(example)

1	4" PVC Sanitary Sewer	250	LF	@	\$200.00	\$50,000.00
2	6" PVC Sanitary Sewer	20	LF	@	\$100.00	<u>\$2,000.00</u>

**TOTAL CHANGE ORDER NO. 1**

**\$52,000.00**

Justification:

Change to CONTRACT PRICE:

Original CONTRACT PRICE

\$ \_\_\_\_\_

Current CONTRACT PRICE adjusted by previous CHANGE ORDER

\$ \_\_\_\_\_

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by

\$ \_\_\_\_\_

The new CONTRACT PRICE including this CHANGE ORDER will be

\$ \_\_\_\_\_

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by \_\_\_\_\_ calendar days.

The date for completion of all work will be \_\_\_\_\_ (Date).

Approvals Required:

To be effective this Order must be approved by the federal agency if it changes the scope or objective of the PROJECT.

Change Order Recommended for Acceptance:

SEAL	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>FOR Origin Design Co.</p>
	<div style="display: flex; justify-content: space-between;"><div>_____, P.E.</div><div>_____, Date</div></div> <p>License Number _____</p> <p>My license renewal date is December 31, _____</p> <p>Pages or sheets covered by this seal: _____ Change Order No. _____</p>

Accepted and/or Requested:

**CONTRACTOR**

BY \_\_\_\_\_

Signature

NAME \_\_\_\_\_

Type or Print

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

Accepted and/or Requested:

**OWNER**Attest (**Optional**):

BY \_\_\_\_\_

Signature

BY \_\_\_\_\_

Signature

NAME \_\_\_\_\_

Type or Print

TITLE \_\_\_\_\_

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

Type or Print

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

DATE \_\_\_\_\_

## CONTRACTOR'S PAYMENT FORM

**PREPARED BY: ORIGIN DESIGN CO.**

**CONTRACT PAYMENT NO.**

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PAGE 1/

OWNER:
PROJECT:
ORIGIN DESIGN NO:

CONTRACTOR:
ADDRESS:

PROJECT COMPLETION DATE
Original:
Revised:

AMOUNT OF CONTRACT
Original:
Revised:

<b>DATES OF PAYMENT</b> From: To:
---

DETAILED ESTIMATE OF CONTRACT WORK COMPLETED TO DATE									
--	--	--	--	--	--	--	--	--	--

[illegible]**TOTAL WORK COMPLETED**

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CONTRACT PAYMENT NO.

PAGE 2/

DETAILED ESTIMATE OF CHANGE ORDER WORK COMPLETED TO DATE

CHANGE ORDER NO.	DATE	CHANGE ORDER DESCRIPTION	PREVIOUS TOTAL AMOUNT	THIS PERIOD AMOUNT	TOTAL TO DATE	PERCENT

TOTAL CHANGE ORDER WORK

TOTAL CONTRACT AND CHANGE ORDER WORK PERFORMED TO DATE

Less: Amount Retained Per Contract 5%

Value of Stored Materials (See Attached List)

Less: Stored Materials Amount Retained Per Contract 5%

Net Amount Earned to Date

Less: Previous Amount Earned

BALANCE DUE TO CONTRACTOR THIS PAYMENT

CERTIFICATION OF CONTRACTOR: The undersigned contractor certifies that to the best of his knowledge, information and belief the work covered by this Contract Payment has been completed in accordance with the Contract Documents for this project; that this Contract Payment is a true and correct statement of the amount of the work completed to the date of this Contract Payment and that the amounts paid to the contractor will be utilized by him to pay for labor, materials, equipment and subcontracts involved in the performance of this contract.

CONTRACTOR:

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

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

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

RECOMMENDATION OF ENGINEER: In accordance with the Contract Documents for this project, the undersigned Engineer recommends payment to the Contractor of the balance due this payment as shown.

ORIGIN DESIGN CO.

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

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

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

APPROVAL OF OWNER:

AMOUNT PAID \_\_\_\_\_

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

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

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

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**DIVISION 1 - SPECIFIC PROJECT REQUIREMENTS**

TSB Contract Provisions.....	Pgs 1-5
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# CONTRACT PROVISION

Targeted Small Business (TSB)  
Affirmative Action Responsibilities  
on  
Non-Federal Aid Projects (Third-Party State-Assisted Projects)

September 2020

## CONTRACT PROVISION

### **Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)**

#### 1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

#### 2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

#### 3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority  
Targeted Small Business Certification Program  
1963 Bell Avenue, Suite 200  
Des Moines, IA 50315  
Phone: (515-348-6159)  
Website: <https://iowaeconomicdevelopment.com/tsb>

#### 4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

#### 5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

## TSB Affirmative Action Responsibilities

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

### 6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

#### A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

#### B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

### 7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

#### A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

## TSB Affirmative Action Responsibilities

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

### B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

### C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

## 8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:

<https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor \_\_\_\_\_

Page# \_\_\_\_\_

Project# \_\_\_\_\_

County \_\_\_\_\_

City \_\_\_\_\_

### TARGETED SMALL BUSINESS (TSB) PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**NOTE:** Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID  
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ \_\_\_\_\_

List items by name to be subcontracted: