

PROJECT MANUAL FOR

CITY OF DYERSVILLE, IOWA

1ST AVENUE WEST RESURFACING 2026



City of Dyersville
340 1st Avenue East
Dyersville, IA 52040
Voice: 563-875-7724
Fax: 563-875-8238

John Wandsnider, City Engineer
jwandsnider@cityofdiersville.com

CONTRACT DOCUMENTS FOR
CITY OF DYERSVILLE, IOWA

1ST AVENUE WEST RESURFACING 2026

PREPARED BY: City of Dyersville
340 1st Avenue East
Dyersville, IA 52040
Phone: 563-875-7724
Fax: 563-875-8238

CITY OF DYERSVILLE, IOWA
1ST AVENUE WEST RESURFACING 2026

TABLE OF CONTENTS

Resolution	—
Notice of Public Hearing	A-1
Notice to Bidders.....	B-1, 2
Instructions to Bidders.....	C-1 to 3
Proposal with Bid Schedule.....	D-1 to 7
Bid Bond.....	E-1, 2
Notice of Award	F-1
Contract	G-1, to 5
Contractor’s Improvement Bond	H-1, to 3
Notice to Proceed	I-1

NOTICE OF PUBLIC HEARING
ON PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED COST
CITY OF DYERSVILLE, IOWA
1ST AVENUE WEST RESURFACING 2026

NOTICE IS HEREBY GIVEN: The City Council of the City of Dyersville, Iowa, will hold a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the 1st Avenue West Resurfacing 2026 project in accordance with the provisions of Chapter 26, Code of Iowa, at 6:00 P.M. on the 3rd day of November, 2025, at City Hall, 340 First Avenue East, Dyersville, Iowa. Said proposed plans, specifications, form of contract, and estimated cost are now on file in the office of the City Clerk. At said hearing any interested person may appear and file objections thereto.

The project includes construction of approximately 18,100 Square Yards of Portland cement concrete overlay and 710 Square Yards of Portland cement concrete pavement.

Published by order of the City Council given on the 20th day of October, 2025.

NOTICE TO BIDDERS

CITY OF DYERSVILLE, IOWA 1ST AVENUE WEST RESURFACING 2026

Sealed bids for the work comprising each improvement as stated below must be filed before 3:00 P.M. on Tuesday, November 25, 2025 in the office of the City Clerk, City of Dyersville, 340 1st Avenue East, Dyersville, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Time and Place Sealed Proposals Will be Opened and Considered

Sealed proposals will be opened and bids read and tabulated at 3:00 P.M. on Tuesday, November 25, 2025 at City Hall, 340 1st Avenue East, Dyersville, Iowa for consideration by the City Council at its meeting at 6:00 P.M. on December 1, 2025. The City of Dyersville reserves the right to reject any and all bids.

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

Copies of the contract documents are available from Tri-State Blueprint & Framing Co., 696 Central Ave., Dubuque, IA 52001, phone (563) 556-3030. No deposit will be required.

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

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

General Nature of the Public Improvement

The project includes construction of approximately 18,100 Square Yards of Portland cement concrete overlay (Whitetopping) and 710 Square Yards of Portland cement concrete pavement, along with some excavation, pavement removal, base stone placement, and shouldering.

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

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

security of unsuccessful bidders shall be promptly returned as soon as the successful bidder is determined or within thirty (30) days, whichever is sooner.

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

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

Contractor shall fully complete the project in (no later than) 76 calendar days following notice to proceed. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$200.00 per calendar day will be assessed for work not completed within the designated contract term.

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

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

Published in the Dyersville Commercial.

INSTRUCTIONS TO BIDDERS

Project Name 1ST AVENUE WEST RESURFACING 2026

The work comprising the above referenced project shall be constructed in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus the General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, as well as the 2025 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

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

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

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

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

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements
- Part G – Identity of Bidder (including the Bidder Status Form)

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

Worksheet: Authorization to Transact Business

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

- 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.

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The City of Dyersville, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION:

The project includes construction of approximately 18,100 Square Yards of Portland cement concrete overlay (Whitetopping) and 710 Square Yards of Portland cement concrete pavement, along with some excavation, pavement removal, base stone placement, and shouldering.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project 1ST AVENUE WEST RESURFACING 2026 within 60 calendar days; and to pay liquidated damages for noncompliance with said completion provisions at the rate of two hundred dollars (\$200.00) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

None included.

PROPOSAL: PART G – IDENTITY OF BIDDER

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

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

Bidder

Signature

By _____

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above

Name

Title

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

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 non-resident 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: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) 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 bidders who are residents? Yes No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

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: _____

BID SCHEDULE

Note: Bids shall exclude sales tax and all other applicable taxes and fees

No.	Item Code	Item Description	Quantity	Unit Price	Total Price
1	2102-2710090	EXCAVATION, CLASS 10, WASTE	206	CY	
2	2115-0100000	MODIFIED SUBBASE	112	CY	
3	2121-7425020	GRANULAR SHOULDERS, TYPE B	3,404	TON	
4	2213-7100400	RELOCATION OF MAILBOXES	1	EACH	
5	2214-5145150	PAVEMENT SCARIFICATION	1,248	SY	
6	2301-1034100	STD/SLIPFORM PCC PAVEMENT, CLASS C 3i DURA, 10 IN.	838	SY	
7	2310-5151040	PCC OVERLAY, FURNISH ONLY	3,610	CY	
8	2310-5151045	PCC OVERLAY, PLACEMENT ONLY	18,050	SY	
9	2315-8275025	SURFACING, DRIVEWAY, CLASS "A" CRUSHED STONE	224	TON	
10	2316-0000110	PAYMENT ADJUSTMENT INC/DISINC FOR PCC PVMT SMOOTHNESS	13,770	EACH	
11	2510-6745850	REMOVAL OF PAVEMENT	292	SY	
12	2526-8285000	CONSTRUCTION SURVEY	1	LS	
13	2527-9263109	PAINTED PVMT. MARKINGS, WATERBORNE/SOLVENT	158	STA.	
14	2528-2518000	SAFETY CLOSURE	8	EACH	
15	2528-8445110	TRAFFIC CONTROL	1	LS	
16	2533-4980005	MOBILIZATION	1	LS	

This Bid Schedule accompanies the Proposal of (Bidders Name): _____

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 certificate 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: 1st Avenue West Resurfacing 2026

City/Owner Contact: City of Dyersville, Iowa

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:	

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Dyersville, as Obligee, (hereinafter referred to as “the Jurisdiction”), in the penal sum of _____

_____ dollars (\$_____), or _____ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

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

Project Name: 1ST AVENUE WEST RESURFACING 2026

The project includes construction of approximately 18,100 Square Yards of Portland cement concrete overlay (Whitetopping) and 710 Square Yards of Portland cement concrete pavement, along with some excavation, pavement removal, base stone placement, and shouldering.

Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Dubuque County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

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

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

By _____
 Surety Company

By _____
 Signature Attorney-in-Fact/Officer

 Printed Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

By _____
 Bidder

By _____
 Signature

 Printed Name

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal.

NOTICE OF AWARD

TO: _____ PROJECT DESCRIPTION: _____
_____ 1st Avenue West Resurfacing 2026

The owner has considered the Bid Proposal submitted by you for the above described work in response to its Notice to Bidders dated November 25, 2025, and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the General Requirements to execute the contract and furnish the required bond and Certificate of Insurance within ten (10) calendar days from the date of Notice of Award delivery to you.

If you fail to execute the Contract, furnish Bond and Certificate of Insurance within ten (10) days from the date of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid Proposal 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 2nd day of December, 2025.

OWNER City of Dyersville
BY _____
Signature
NAME Jeff Jacque
Type or Print
TITLE Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____
This the _____ day of _____, _____.

BY _____
Signature
NAME _____
Type or Print
TITLE _____

CONTRACT

CONTRACT NO. _____

DATE December 1, 2025

THIS CONTRACT, made and entered into at 6:00 pm this 1st day of December, 2025, by and between the City of Dyersville by its _____, upon order of its _____ hereinafter called the "Jurisdiction," and _____, hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus the General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions, as well as the the SUDAS Standard Specifications, 2025 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

The project includes construction of approximately 18,100 Square Yards of Portland cement concrete overlay (Whitetopping) and 710 Square Yards of Portland cement concrete pavement, along with some excavation, pavement removal, base stone placement, and shouldering.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ (\$00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project within 76 calendar days; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Two Hundred dollars (\$200.00) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

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

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

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

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

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

CONTRACT ATTACHMENT

Project Name: 1ST AVENUE WEST RESURFACING 2026

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

CITY OF DYERSVILLE, IOWA
1ST AVENUE WEST RESURFACING 2026

CONTRACTOR'S IMPROVEMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS THAT _____

(Name of Contractor)

(Address of Contractor)

hereinafter called Principal, and _____

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto the City of Dyersville, 340 1st Avenue East, Dyersville, Iowa 52040 as Obligee, hereinafter called the Owner and to all other parties who under the provisions of the laws of the State of Iowa, are intended to be protected and secured hereby in the penal sum of _____ Dollars and _____ Cents (\$ _____) the same being one hundred percent (100%) of the total price of the contract for the project herein referred to, lawful money of the United States of America; for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successor and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ December 1, 2025 entered into a contract with the Owner for the 1st Avenue West Resurfacing 2026 project in accordance with drawings and specifications prepared by the City of Dyersville, which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

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 two (2) year guarantee period, and if it 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.

If the Principal shall promptly make payment to all persons, firms, 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, diesel fuel, 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 thereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to 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.

Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety shall promptly remedy the default or shall promptly:

1. Complete the contract in accordance with the terms and conditions, or
2. Obtain bid or bids for submission to the Owner for completing the contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract Price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

No right of actions shall accrue to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the contract is made by Owner to Contractor.

IN WITNESS WHEREOF, this instrument is executed in triplicate counterparts, each of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

Principal

BY _____

NAME _____
(Typed or Printed)

TITLE _____

(SEAL)

Witness as to Principal

Address

Address

ATTEST:

Surety

BY _____
Attorney in Fact

NAME _____
(Typed or Printed)

TITLE _____

(SEAL)

Witness as to Surety

Address

Address

ATTACH POWER OF ATTORNEY

NOTICE TO PROCEED

TO: _____ DATE: April 1, 2026 (Est.)

PROJECT: City of Dyersville, Iowa

1st Avenue West Resurfacing 2026

You are hereby notified to commence work in accordance with the Contract dated December 1, 2025, on or before April 1, 2026, and you are to complete the work within 76 consecutive calendar days thereafter. The date of completion of all work is therefore June 15, 2026.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

OWNER City of Dyersville, Iowa
BY _____
Signature
NAME Jeff Jacque
Type or Print
TITLE Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 20 ____.

BY _____
Signature
NAME _____
Type or Print
TITLE _____