



City of Oelwein

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Oelwein, Iowa 50662
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CITY OF OELWEIN, IOWA

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

CITY OF OELWEIN, IOWA

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

Oelwein, IA

PREPARED BY:

OELWEIN UTILITY DEPARTMENT

CITY OF OELWEIN

CITY HALL

20 SECOND AVENUE SW

OELWEIN, IOWA 50662

**CITY OF OELWEIN, IOWA
STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

I N D E X

NOTICE TO BIDDERS	4-5
PROPOSAL FORMS	6-7
BID BOND	8
OELWEIN CONTRACTOR INSURANCE REQUIREMENTS	9-10
FORM OF CONTRACT	11-12
PERFORMANCE, PAYMENT AND MAINTENANCE BOND	13-16
MISCELLANEOUS	17
PLANS & SPECIFICATIONS	18-19

**CITY OF OELWEIN, IOWA
OFFICIAL NOTICE OF LETTING**

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

NOTICE OF PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT FOR THE STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT IN THE CITY OF OELWEIN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 10:00 a.m. local time, on the **12th day of December, 2019** for the construction of the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT as described in the plans and specifications for Project No 001, and which will be opened, read, and tabulated by the City Administrator or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **23rd day of December, 2019** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT in Oelwein, Iowa as shown in the plans and specifications for Project No. 001.

The work shall begin without unnecessary delay and shall be **completed by May 29th, 2019**. The City and Contractor recognize that time is of the essence of this Agreement.

The City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Final Completion Liquidated Damages
\$100.00

For each day that expires after the time specified for Final Completion the City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

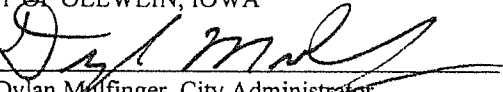
The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than two years from and after acceptance of the project.

Plans, specifications and proposed contract documents may be examined at the office of the Utility Superintendent, and at Oelwein City Hall, Oelwein, Iowa

The City Council reserves the right to reject any and all bids and to waive technicalities and irregularities and all bids must remain effective for a period of 30 days of opening same.

CITY OF OELWEIN, IOWA

By


Dylan Mulfinger, City Administrator

CITY OF OELWEIN, IOWA
STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

PROPOSAL FORM

Utility Department

Bids are due **December 12th, 2019 at 10:00 A.M.** in the City Hall Building, Oelwein, Iowa 50662

Type of Work: STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION
 Project No.: 001

Location and description: The proposed work will involve furnishing the labor, equipment, and materials for construction and miscellaneous appurtenances necessary for constructing the 2019 STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT located at 400 7th Avenue Southwest in Oelwein, Iowa.

Proposal of: Yoder Construction of NE IA, LLC
(Name of bidder)
1605 Irving Ave Waverly IA 50677
(Street Address) (Town) (State) (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work. The bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a cost of labor and materials, as provided in the Specifications.

IN ADDITION TO THE OPTIONS AND ALTERNATES NOTED, THE CONTRACTOR SHALL INCLUDE A BASIC FLOOR PLAN AND DETAILS OF CONSTRUCTION FOR THE CITY'S CONSIDERATION OF PROPOSALS.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Proposal Guarantee	Completion Date	Calendar Days	Liquidated Damages Per Day
10% of Bid	May 29 th , 2019	N/A	\$1,000

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and

contract.

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa where applicable.

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Oelwein, Iowa, reserves the right to make an award on any part or all of the project options, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Oelwein, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest responsive, responsible and qualified bidder. The City of Oelwein, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other project in the City of Oelwein, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: Yoder Construction of NE Iowa, LLC

By: Joe Yoder

Title: President

Business Address: 1605 Ivory Ave. Waverly

Date: 12/12/19

BID BOND

UTILITY DEPARTMENT
CITY OF OELWEIN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, Joe Yoder and Henry Schwartz
of Yoder Const of NE Iowa, LLC as Principal, and
VICE President

as Surety, are held and firmly bound unto the City of Oelwein, a municipal corporation in the County of Fayette, State of Iowa, hereinafter defined as Obligee, in the penal sum

of _____ (\$ _____)
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 obligee

_____ a certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, fir:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such 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 the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this twelfth day of December, 2019

Countersigned by:

[Signature]
Principal

Resident Commission Agent as Prescribed
by Chapter 515.53, Iowa Code of 1971

BY

[Signature]
(Contractor's Signature)

(Required only if Attorney-in-fact is not also
an Iowa Resident Commission Agent.)

Surety

BY _____
(Attorney-in-Fact)
Attach Power of Attorney

Oelwein Contractor Insurance Requirements

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of, or result from the Contractor's operations under the contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The insurance to be maintained by the Contractor shall be written as follows:

1. **Workers' Compensation and Employers Liability Insurance** as prescribed by Iowa law or the minimum limits shown below;

Iowa Benefits	Statutory
Employers Liability	
Bodily Injury by Accident	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Accident
Bodily Injury by Disease	\$500,000 Each Employee

The Workers Compensation policy shall include a waiver of subrogation clause in favor of the owner.

2. **Commercial General Liability Insurance** combined single limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit (for any one fire)	\$ 100,000
Medical Damage Limit (any one person)	\$ 5,000

3. This insurance must include the following features:
 - a. Coverage for all premises and operations. The policy shall be endorsed to provide the aggregate per Project Endorsement.
 - b. Personal and Advertising Injury
 - c. Operations by independent contractors.
 - d. Contractual Liability coverage
 - e. Coverage for property damage underground or damage by explosion or collapse (XCU).
4. **Automobile Liability Insurance** covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
5. **Umbrella/Excess Liability Insurance** at city or utility option, the limits specified may be satisfied with a combination of Primary and Umbrella/Excess Insurance. Usually equal to the city or utility limits.
6. **Additional Insured** the Contractor will include the City or Utility as additional Insured on all policies except Workers' Compensation as respects all work performed.
7. **Insurance Certificates** Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the City or Utility. These insurance policies shall not be cancelled without at least 30 days prior written notice to the City or Utility. A properly executed Certificate of Insurance showing evidence of these insurance requirements shall be delivered to the City or Utility prior to the commencement of this lease.

8. **Government Immunity** The following clauses will be added to all liability coverages:
- f. The company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defenses of governmental immunity available to the insured under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
 - g. The company and the insured further agree that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
9. **Subrogation**, To the extent that such insurance is in force and collectible and to the extent permitted by law, the City or Utility and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The forgoing release and waiver shall apply to damage to contractor's equipment, tools and other personal property as well as automobiles.

**CITY OF OELWEIN, IOWA
C O N T R A C T**

**STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT**

PROJECT NO. 001

THIS AGREEMENT, made and entered into by and between the City of Oelwein, Fayette County, Iowa, hereinafter referred to as the "Owner", and _____ hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of _____ (\$ _____) Dollars

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the applicable options, plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	ITEM	DOLLAR AMOUNT
1	24-foot by 60-foot Building Addition	108,023.22
2	Option A: Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts	36,935.46
3	Option B: Removal and replacement of existing exterior side steel, trim & insulation	23,022.59
PROJECT BID TOTAL		127,981.27

ALTERNATE 1: POST FRAME CONSTRUCTION ADD / DEDUCT (Circle One) \$ _____

ALTERNATE 2: SPRAY FOAM INSULATION ADD / DEDUCT (Circle One) \$ _____

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Oelwein, Iowa.

That in consideration of the foregoing, the City hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Oelwein, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of two (2) years following completion of construction. The bond shall be for a sum equal to the total amount of the project.

That it is further understood and agreed by the parties of his contract that the above work shall be completed by **May 29th, 2019** and that time is the essence of this contract. For each calendar day that any work shall remain uncompleted beyond the substantial completion date specified in the Proposal form, liquidated damages will be assessed according to the following schedule:

Final Completion Liquidated Damages
\$100.00

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Fayette County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 12th day of December, 2019.

CITY OF OELWEIN, IOWA

By _____

ATTEST: _____

CONTRACTOR
Yoder construction of NE Iowa LLC

By Joe Yoder _____

1605 Ivory Ave, Waverly, IA 50677
Business Address

Surety Bond No. _____

PERFORMANCE, PAYMENT AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Oelwein, Iowa, as Obligee (hereinafter referred to as "the Owner"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of:

_____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Owner, bearing date the 12th day of December, 2019, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

60'x 24'x 16' addition and new sidewall and roof steel

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

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Owner from all outlay and expense incurred by the Owner by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Owner is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the contract within the period of two (2) years from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

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

1. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

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

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

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

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

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

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

(The Remainder of Page Left Blank Intentionally)

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

Witness our hands, in triplicate, this _____ day of _____, _____

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Under construction of NE Iowa LLC
Contractor

Jake Lohman

Name of Resident Commission Agent

By: [Signature]
Signature

People's Insurance

Company Name

President

Title

SURETY:

1700 8th St SW

Company Address

Surety Company

Waverly, IA 50677

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

800-932-4801

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

FORM APPROVED BY:

City, State, Zip Code

Attorney for Owner

Company Telephone Number

NOTE: All signatures on this performance, maintenance & payment bond must be original signatures in ink; copies or facsimile of any signature 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.

MISCELLANEOUS

STREET DEPARTMENT BUILDING ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

A. GENERAL

This is an active facility. The contractor must keep the structural integratory, supply protection from the elements and assure security of the building at all times during this process. They must also allow access to the existing site & refueling area at all times unless coordinated out with the Utility department.

B. EXTENSIONS OF CONTRACT PERIOD

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

1. Additional work resulting from a modification of the plans for the project.
2. Delays caused by the contracting authority.
3. Other reasons beyond the control of the Contractor, which in the contracting authority's judgment, would justify such extension.

C. Coordination

The Contractor shall notify the Utility superintendent not less than 48 hours before commencing work.

D. ALTERNATES

- Post frame in lieu of Steel beam construction.
- Spray foam insulation in lieu of Silver Cote insulation.

The City will review the proposed alternates and has the right to accept or reject the alternate proposals. This acceptance or rejection could have an affect on the final bid pricing and awarding of the project.

E. WORK TO BE COMPLETED BY THE CITY

All plumbing, electrical, and HVAC to be completed by owner.

City to remove the overhead door currently located in the exciting building after the project is completed

F. USE OF CITY UTILITIES

Use of city electrical power is allowed to supply temporary power for contractor lighting, equipment use and testing of overhead door operators. The city will not supply heating for the project.

CITY OF OELWEIN, IOWA
PLANS & SPECIFICATIONS
STREET DEPARTMENT BUILDING
ADDITION AND REHABILITATION PROJECT

PROJECT NO. 001

Oelwein, IA

PREPARED BY:

OELWEIN UTILITY DEPARTMENT
CITY OF OELWEIN
CITY HALL
20 SECOND AVENUE SW
OELWEIN, IOWA 50662

Building Addition:

This would be a free span Steel Beam or (Post Beam alternate) 24 ft x 60 ft addition to the south end of the existing Street Shop matching the existing building and roof line.

Prior to construction, the contractor shall provide Iowa certified engineering drawings (e.g. a pre-engineered building) to indicate how they will construct the proposed addition for approval and city as-built records. In addition to the basic building construction, the drawings shall include details on the doors, footings, concrete, and other appurtenances required for the building addition. The contractor shall also provide product data for review by the City prior to ordering on the overhead doors, entry door(s), and locksets. All colors, entry doors and hardware to be approved by the City.

The addition would include a white 12-foot 2-inch x 14-foot high Raynor Model T175 Thermaseal overhead door with a LIFTMASTER Model T331-14-foot L5 Single Trolley Industrial Operator (1/3 hp, 115 volt-Single Phase / Photo eyes / with 1 open/close/stop button station). To be installed centered in the new addition's east wall.

Installation of 1 new white 36-inch wide x 84-inch tall steel entry door in the new addition to be placed in the east wall at the north end of the new addition.

Includes removal and replacement of 3 entry doors and frames throughout the existing building using the same white 36-inch wide x 84-inch tall steel entry door and hardware as in the new addition. IE. All 4 to be matching, white in color, right hand swing, insulated, commercial grade doors and keyed alike with matching locksets.

New (blue in color) commercial grade 26-gauge steel sidewall sheeting applied vertically.

New (white in color) commercial grade 26-gauge steel roof sheeting with snow stops along the entire structure.

All trim to be new (white in color) commercial grade 26-gauge steel.

This would be a heated addition and therefore would require R 19 Silver Cote insulation or equivalent in the walls and R 30 in the ceiling. Or closed cell spray foam insulation alternate.

If steel beam construction the addition would require supports and frost footings as engineered.

Addition flooring requires a grid of 5/8 steel rebar reinforcement every 2 ft with a semi smooth bull float finish on a 5-inch-thick concrete floor. Includes a cement overhead door threshold footing and a 6-inch-thick 6 ft x 12 ft wide concrete approach. All concrete shall be air entrained, 4,000 psi mix design.

There will be a floor drain centered with the addition and the overhead garage door. The city will supply the floor drain casting. An SDR 26, gasketed, sewer drain pipe to be extend east outside of the overhead door approach, below frost depth, and capped to allow eventual connection to the sewer.

Option A) Removal & replacement of existing roof steel, trim, insulation, eaves & downspouts
All material and colors to match new addition. Snow Stops to be installed along the entire structure.

Option B) Removal and replacement of existing exterior side steel, trim & insulation.
All material and colors to match new addition.

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: 10 / 15 / 2011 to / / Address: 1605 Ivory Ave
City, State, Zip: Waverly IA 50677

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 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: Yoder Construction of NE Iowa, LLC

Signature: [Signature] Date: 12-12-19

You must submit the completed form to the governmental body requesting bids
per 875 Iowa Administrative Code Chapter 156.

This form has been approved by the Iowa Labor Commissioner.

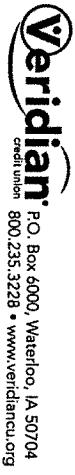
Worksheet: Authorization to Transact Business

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.

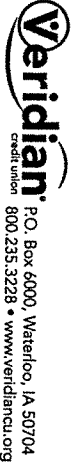
DATE: December 12, 2019
 ACCOUNT:
 AMOUNT: \$ 12,798.13
 REFERENCE: YODER CONSTRUCTION
 DESCRIPTION:

CHECK NO: 200028739
 TELLER ID: 1335



CITY OF OELWEIN

THIS DOCUMENT HAS A TRUE WATERMARK. THE FRONT OF THE DOCUMENT HAS A GREEN CHECK BACKGROUND ON WHITE PAPER.



DATE
December 12, 2019

49-55
1031

CHECK NO: 200028739

OFFICIAL

2739

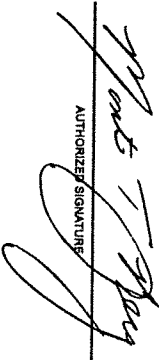
AMOUNT
 \$ 12,798.13

PAY THE SUM OF
 13/100
 CITY OF OELWEIN

PAY TO THE ORDER OF
 YODER CONSTRUCTION

REMITTER
 YODER CONSTRUCTION

PAYABLE THROUGH
 BOKF, NA
 EUPAULA OK


 AUTHORIZED SIGNATURE

⑆ 200028739⑆ ⑆ 103100551⑆ 00140010049352⑆

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE
AS A MONEY ORDER THE FOLLOWING APPLIES:

TERMS OF THIS MONEY ORDER

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

SERVICE CHARGE:

If this Money Order is not used or cashed (presented for payment) within one year (three years in CA) of the purchase date, there will be a non-refundable service charge assessed where not prohibited by law. The service charge will be deducted from the face amount of this Money Order. The amount of the service charge is three dollars (\$3.00) (twenty-five cents (\$0.25) in CA) per month from the date of purchase, not to exceed \$252 in total (\$21 in CA) or such lesser amounts as may otherwise be permitted by applicable law.

RESTRICTIONS ON USE:

The business or person selling this Money Order cannot use it to pay personal or business obligations.

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

If the need arises to trace this Money Order, return to the place of purchase to fill out the proper forms.

IF THIS INSTRUMENT IS DESIGNATED ON ITS FACE
AS A MONEY ORDER THE FOLLOWING APPLIES:

LIMITED RECOURSE:

This Money Order will not be paid if it has been forged, altered or stolen, and recourse is only against the presenter. This means that persons receiving this money order should accept it only from those known to them and against whom they have effective recourse.

Payee's Endorsement

For information concerning this Money Order, contact MONEYGRAM PAYMENT SYSTEMS, INC.

PURCHASER'S AGREEMENT:

You, the purchaser, agree to immediately complete this Money Order by filling in the front of the Money Order, signing, and addressing it at the bottom. The terms of this Money Order bind you, your heirs, or others who receive this Money Order from you.

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