



PROJECT MANUAL FOR:

CITY OF RIVERSIDE
RAILROAD PARK IMPROVEMENTS

Riverside, IA

INFORMATION:

For Construction: January 31, 2022

Owner: City of Riverside
60 Greene Street
Riverside, Iowa 52327



60 E. COURT ST, IOWA CITY, IOWA 52240 | 319.519.6220

AXIOM PROJECT #: 21-0145

SECTION 00 0102 PROJECT INFORMATION

PART 1 - GENERAL

1.1 PROJECT IDENTIFICATION

- A. Project Name: Railroad Park Improvements, located at: Riverside, Iowa
- B. Engineer's Project Number: 21-0145.
Location: E Hickory Street.
Riverside, Iowa 52327.
- C. The Owner, hereinafter referred to as Owner: City of Riverside
- D. Owner's Project Manager: Axiom Consultants, LLC.
 - 1. Project Lead: Brian Boelk.
 - 2. Address: 60 East Court Street, Unit 3.
 - 3. City, State, Zip: Iowa City, IA 52240.
 - 4. Phone/Fax: (319) 519-6220.
 - 5. E-mail: bboelk@axiom-con.com.

1.2 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

1.3 PROJECT DESCRIPTION

- A. Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.
- B. Contract Scope: Construction.
- C. Contract Terms: Unit Price.
- D. The site is readily accessible and can be viewed at any time by interested contractors.

1.4 PROCUREMENT TIMETABLE

- A. Last Request for Substitution Due: 5 days prior to due date of bids.
- B. Last Pre-Bid Request for Clarification Due: 2 days prior to due date of bids.
- C. Bid Due Date: December 15, 2021, before 2 PM local time.
- D. Bid Opening: December 15, 2021, 2 PM local time. Location: City Council Chambers, Riverside City Hall, 60 Greene Street, Riverside, Iowa.
- E. Notice to Proceed: Within 7 days after the City of Riverside Council Meeting, held: December 20, 2021
- F. Construction Start: Early Start - February 28, 2022; Late Start - April 15, 2022.
- G. Overall PHASE I Completion Date: Not later than June 23, 2022.
- H. Overall Substantial Completion Date: Not later than August 18, 2022.
- I. Overall Final Completion Date: Not later than September 2, 2022.

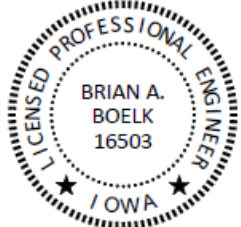
- J. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.5 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
1. From Engineer - Axiom Consultants, LLC.
 2. At the following address: 60 East Court Street, Unit 3, Iowa City, IA 52240.
 3. Via email: abricker@axiom-con.com; Phone: (319) 519-6220.

END OF SECTION

**SECTION 00 0107
SEALS PAGE**

	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.

	BRIAN A. BOELK, P.E. _____ DATE LICENSE NUMBER 16503.
	MY LICENSE RENEWAL DATE IS DECEMBER 31, 2022. PAGES OR SHEETS COVERED BY THIS SEAL: <u>ALL</u>

END OF SECTION

**SECTION 00 0110
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PROCUREMENT AND CONTRACTING REQUIREMENTS

DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

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SPECIFICATIONS

**THE CURRENT VERSION OF THE SUDAS STANDARD SPECIFICATIONS, 2021 EDITION,
SHALL APPLY AND BE USED AS SPECIFICATIONS FOR THIS PROJECT.**

SUPPLEMENTAL SPECIFICATIONS

DIVISION 32 -- EXTERIOR IMPROVEMENTS

- 32 1816.13 - Playground Protective Surfacing

END OF SECTION

SUDAS NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING

JURISDICTION OF CITY OF RIVERSIDE PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by City of Riverside on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on November 15, 2021 in the City Council Chambers located at the Riverside City Hall, 60 Greene Street in Riverside, Iowa for the Railroad Park Improvement project.

Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 P.M. according to the clock in the office of Riverside City Hall on December 15, 2021, in the office of the Riverside City Hall, 60 Greene Street in Riverside, 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.

Sealed proposals will be opened and bids tabulated at 2:00, P.M. on December 15, 2021, in Riverside City Hall for consideration by the City of Riverside at its meeting on December 20, 2021.

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

Copies of the contract documents are available from Axiom Consultants, 60 E Street, Unit 3, Iowa City, Iowa 52240. Please contact Adrienne Bricker at abricker@axiom-con.com or (319) 519-6220 to request a copy of the bid documents. At the time of request, bidders will receive an electronic copy of the bidding plans and specifications. If a paper copy is requested, a full set of specifications and an 11"x17" size set of bidding plans will be mailed one time, free of charge to prospective bidder. Bidders are welcome to pick up paper copies from Axiom Consultants as long as they are requested prior to being picked up.

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

RAILROAD PARK IMPROVEMENTS PROJECT

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.

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 Riverside 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.

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 City of Riverside 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 City of Riverside 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 Riverside, 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 by (no later than) September 2, 2022. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500 per calendar day will be assessed for work not completed within the designated contract term.

The City of Riverside 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 jurisdiction.

A pre-bid conference will be held on December 2, 2021 at 2:00 P.M., in the City Council Chambers located at Riverside City Hall, 60 Greene Street, Riverside, Iowa. Immediately after the conference, a site tour will be conducted if necessary.

THIS NOTICE IS GIVEN BY AUTHORITY OF THE CITY OF RIVERSIDE

/S/ ALLEN SCHNEIDER, MAYOR

CITY OF RIVERSIDE

PUBLISHED IN THE NEWSPAPER OF "THE NEWS"

END OF SECTION

SUDAS INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

The work comprising the above referenced project shall be constructed in accordance with the 2021 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 City of Riverside. "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 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.

Y / N - My business is currently registered as a contractor with the Iowa Division of Labor.

Y / N - My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

Y / N - 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.

Y / N - 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.

Y / N - 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.

Y / N - My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Y / N - 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.

Y / N - 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.

Y / N - 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.

Y / N - My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Y / N - 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.

END OF SECTION

SUDAS PROPOSAL

PROPOSAL

PROPOSAL PART A – SCOPE

The City of Riverside, 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 of Riverside, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROJECT DESCRIPTION: RAILROAD PARK IMPROVEMENTS

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.

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.

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 September 2, 2022; and to pay liquidated damages for noncompliance with said completion provisions at the rate of Five Hundred 00/100 dollars (\$500.00) 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

Additional requirements are not applicable for this proposal.

PROPOSAL PART G – IDENTITY OF BIDDER

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

- | | |
|--|--|
| <input type="checkbox"/> Individual, Sole Proprietorship | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Joint-Venture: all parties must join-in
& executed all documents | <input type="checkbox"/> Other |

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.

BIDDER (COMPANY NAME): _____

SIGNATURE: _____

NAME (PRINT/TYPE): _____

TITLE: _____

ADDRESS: _____

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: _____

NOTE: THE SIGNATURE ON THIS PROPOSAL MUST BE AN ORIGINAL SIGNATURE IN INK; COPIES, FACSIMILES, OR ELECTRONIC SIGNATURES WILL NOT BE ACCEPTED.

ALL BIDDERS MUST SUBMIT THE FOLLOWING COMPLETED FORM TO THE GOVERNMENTAL BODY REQUESTING BIDS PER 875 IOWA ADMINISTRATIVE CODE CHAPTER 156.

BIDDER STATUS FORM

PART A - TO BE COMPLETED BY ALL BIDDERS

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

Y / N - 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).

Y / N - My company has an office to transact business in Iowa.

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

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

Y / N - 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.

Part B - TO BE COMPLETED BY RESIDENT BIDDERS

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

DATES: _____ **TO:** _____
(MM/DD/YYYY)

ADDRESS: _____
CITY, STATE, _____
ZIP: _____

DATES: _____ **TO:** _____
(MM/DD/YYYY)

ADDRESS: _____
CITY, STATE, _____
ZIP: _____

DATES: _____ **TO:** _____
(MM/DD/YYYY)

ADDRESS: _____
CITY, STATE, ZIP: _____

You may attach additional sheet(s) if needed.

PART C - TO BE COMPLETED BY NON-RESIDENT BIDDERS

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.

PART D - TO BE COMPLETED BY ALL BIDDERS

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:** _____

PROPOSAL ATTACHMENT: PART C

PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a Unit Bid Price Contract. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this 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.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	MOBILIZATION	LS	1		
2.	CLEARING & GRUBBING	LS	4	\$ 0	\$ 0.00
3.	PAVEMENT REMOVAL	SY	1,430	\$	\$
4.	PLAY SAND REMOVAL	TON	575	\$	\$
5.	RELOCATE BIRD HOUSE AND (2) BENCHES	LS	1	\$	\$
6.	TOPSOIL - STRIP, STOCKPILE & RE-SPREAD	CY	391	\$	\$
7.	EARTHWORK	CY	1,300	\$	\$
8.	RAIN GARDEN SOIL MIX	CY	122	\$	\$
9.	STORM SEWER, 18" RCP	LF	40	\$	\$
10.	STORM SEWER, 12" RCP	LF	234	\$	\$
11.	STORM SEWER, 12" CMP	LF	38		
12.	STORM SEWER, 8" HDPE	LF	28	\$	\$
13.	STORM SEWER, 23"X14" ARCH PIPE (18" EQUIVALENT)	LF	148	\$	\$
14.	SUBDRAIN, 4" (PLAYGROUND SURFACE)	LF	320		
15.	SUBDRAIN, 6" (ROADWAY)	LF	513	\$	\$
16.	STORM INTAKES, SW-501	EA	2	\$	\$
17.	STORM INTAKES, SW-512	EA	2	\$	\$
18.	STORM INTAKES, SW-505 W/ TYPE Q CASTING	EA	1	\$	\$
19.	STORM STRUCTURES, 18" FES	EA	4	\$	\$
20.	STORM STRUCTURES, 12" FES	EA	2	\$	\$
21.	STORM STRUCTURES, 8" FES	EA	2	\$	\$
22.	RIP RAP, CLASS E	TON	80	\$	\$
23.	WATER VALVE ADJUSTMENTS	LS	1	\$	\$
24.	DOUBLE REINFORCED PAVEMENT 7"	SY	118	\$	\$
25.	PAVING, 7" PCC - S HICKORY STREET	SY	643	\$	\$
26.	PAVING, 6" PCC - PARKING	SY	1,117	\$	\$
27.	MODIFIED SUBBASE, 6"	TON	807	\$	\$
28.	PAVING, 4" PCC - SIDEWALK INCLUDING RAMPS AND TRUNCATED DOMES	SY	1,085	\$	\$

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
29.	DRIVEWAYS, GRAVEL	TON	20	\$	\$
30.	PAVEMENT MARKINGS	LS	1	\$	\$
31.	PLAYGROUND SURFACING (POURED-IN-PLACE RUBBER)	SF	8,856	\$	\$
32.	PLAYGROUND EQUIPMENT, INSTALLATION ONLY	EA	2	\$	\$
33.	SEEDING & MULCH - TEMPORARY	AC	0.75	\$	\$
34.	PERMANENT NATIVE SEEDING & MULCH	SY	200	\$	\$
35.	SOD - PERMANENT (SQUARES)	SQ	2.5	\$	\$
36.	SIGNAGE	EA	6	\$	\$
37.	TRAFFIC CONTROL	LS	1	\$	\$
38.	EROSION CONTROL MEASURES	LS	1	\$	\$
39.	TREES, RELOCATE	EA	2	\$	\$ 0.00
40.	RIP-RAP, 3"-6" EROSION STONE	TON	63	\$	\$
41.	SEEDING & MULCH - PERMANENT, TYPE 1	AC	0.8	\$	\$
42.	STORM SEWER REMOVAL, 12" CMP	LF	132	\$	\$
43.	WATER FOUNTAIN & YARD HYDRANT REMOVAL	LS	1	\$	\$
44.	CONNECT TO EXISTING STORM SEWER STRUCTURE	EA	2	\$	\$
45.	SUBDRAIN, CLEANOUTS	EA	2	\$	\$
TOTAL CONSTRUCTION COST				\$	

NOTES:

1. Removal of large ash trees to be handled by Owner (City) under a separate contract.
2. Playground equipment to be purchased by Owner. Installation to be included in Bid.
3. Removal of existing birch tree to be handled by Owner (City).

END OF SECTION

SUDAS BID BOND

SAMPLE BID BOND FORM

KNOW ALL BY THESE PRESENTS:

That we _____, as Principal, and _____, as Surety, are held and firmly bound unto _____, 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;

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.

The 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 _____ 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.

(CONT. BID BOND)

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

SURETY COMPANY: _____

SIGNATURE ATTORNEY-IN-FACT/OFFICER:

PRINTED ATTORNEY-IN-FACT/OFFICER:

SURETY ADDRESS: _____

SURETY TELEPHONE NUMBER: _____

PRINCIPAL

BIDDER COMPANY: _____

BIDDER SIGNATURE:

PRINTED NAME: _____

TITLE: _____

BIDDER ADDRESS: _____

BIDDER 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, embossed seal.

END OF SECTION

SUDAS CONTRACT

SAMPLE CONTRACT FORM

CONTRACT NO. _____

DATE: _____

THIS CONTRACT, made and entered into at _____ this _____ day of _____, 20____, by and between the _____ 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 _____. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2021 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:

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad Park, includes the removal of existing sand play surface, the installation of new Poured in Place colored rubber surface, the widening of playground surface, the installation of additional playground equipment, and new sidewalks surrounding the playground area. Improvements to the public improvements include the removal and replacement of newly aligned S Hickory Street, the installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and the removal and replacement of sidewalk.

(CONT. CONTRACT)

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) 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 _____; and to pay liquidated damages for noncompliance with said completion provisions at the rate of _____ dollars (\$_____) 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

BY: _____

(SEAL)

ATTEST: _____

FORM APPROVED BY:

_____ (ATTORNEY FOR JURISDICTION)

CONTRACTOR

COMPANY NAME: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

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

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

No additional contract requirements

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES (SAMPLE FORM)

This contract is awarded and executed for completion of the work specified in the contract documents for the the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	MOBILIZATION	LS	1		
2.	CLEARING & GRUBBING	LS	1	\$	\$
3.	PAVEMENT REMOVAL	SY	1,430	\$	\$
4.	PLAY SAND REMOVAL	TON	575	\$	\$
5.	RELOCATE BIRD HOUSE AND (2) BENCHES	LS	1	\$	\$
6.	TOPSOIL - STRIP, STOCKPILE & RE-SPREAD	CY	391	\$	\$
7.	EARTHWORK	CY	1,300	\$	\$
8.	RAIN GARDEN SOIL MIX	CY	122	\$	\$
9.	STORM SEWER, 18" RCP	LF	40	\$	\$
10.	STORM SEWER, 12" RCP	LF	234	\$	\$
11.	STORM SEWER, 12" CMP	LF	38		
12.	STORM SEWER, 8" HDPE	LF	28	\$	\$
13.	STORM SEWER, 23"X14" ARCH PIPE (18" EQUIVALENT)	LF	148	\$	\$
14.	SUBDRAIN, 4" (PLAYGROUND SURFACE)	LF	320		
15.	SUBDRAIN, 6" (ROADWAY)	LF	513	\$	\$
16.	STORM INTAKES, SW-501	EA	2	\$	\$
17.	STORM INTAKES, SW-512	EA	2	\$	\$
18.	STORM INTAKES, SW-505 W/ TYPE Q CASTING	EA	1	\$	\$
19.	STORM STRUCTURES, 18" FES	EA	4	\$	\$
20.	STORM STRUCTURES, 12" FES	EA	2	\$	\$
21.	STORM STRUCTURES, 8" FES	EA	2	\$	\$
22.	RIP RAP, CLASS E	TON	80	\$	\$
23.	WATER VALVE ADJUSTMENTS	LS	1	\$	\$
24.	DOUBLE REINFORCED PAVEMENT 7"	SY	118	\$	\$
25.	PAVING, 7" PCC - S HICKORY STREET	SY	643	\$	\$

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
26.	PAVING, 6" PCC - PARKING	SY	1,073	\$	\$
27.	MODIFIED SUBBASE, 6"	TON	795	\$	\$
28.	PAVING, 4" PCC - SIDEWALK INCLUDING RAMPS AND TRUNCATED DOMES	SY	1,085	\$	\$
29.	DRIVEWAYS, GRAVEL	TON	20	\$	\$
30.	PAVEMENT MARKINGS	LS	1	\$	\$
31.	PLAYGROUND SURFACING (POURED-IN-PLACE RUBBER)	SF	8,856	\$	\$
32.	PLAYGROUND EQUIPMENT, INSTALLATION ONLY	EA	2	\$	\$
33.	SEEDING & MULCH - TEMPORARY	AC	0.75	\$	\$
34.	PERMANENT NATIVE SEEDING & MULCH	SY	200	\$	\$
35.	SOD - PERMANENT (SQUARES)	SQ	2.5	\$	\$
36.	SIGNAGE	EA	6	\$	\$
37.	TRAFFIC CONTROL	LS	1	\$	\$
38.	EROSION CONTROL MEASURES	LS	1	\$	\$
39.	TREES, RELOCATE	EA	2	\$	\$
40.	RIP RAP, 3"-6" EROSION STONE	TON	63	\$	\$
41.	SEEDING & MULCH - PERMANENT, TYPE 1	AC	0.8	\$	\$
TOTAL CONSTRUCTION COST				\$	

NOTES:

1. Removal of large ash trees to be handled by Owner (City) per current contract.
2. Playground equipment to be purchased by Owner. Installation to be included in Bid.
3. Removal of existing birch tree is yet to be determined.

END OF SECTION

SUDAS PERFORMANCE, PAYMENT AND MAINTENANCE BOND

SAMPLE PERFORMANCE, PAYMENT AND MAINTENANCE BOND FORM

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
_____, as Obligee (hereinafter referred to
as "the Jurisdiction"), 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 Jurisdiction, bearing date the _____ day of _____,
_____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct
the following described improvements:

Summary Project Description: Improvements to City of Riverside's public park, known as Railroad
Park, includes the removal of existing sand play surface, the installation of new Poured in Place
colored rubber surface, the widening of playground surface, the installation of additional playground
equipment, and new sidewalks surrounding the playground area. Improvements to the public
improvements include the removal and replacement of newly aligned S Hickory Street, the
installation of 48 parking stalls, the storm sewer installation, the installation of bio-retention cell and
the removal and replacement of sidewalk;

and to faithfully perform all the terms and requirements of said Contract within the time therein
specified, in a good and workmanlike manner, and in accordance with the Contract Documents.
Provided, however, that one year after the date of acceptance as complete of the work under the
above referenced Contract, the maintenance portion of this Bond shall continue in force but the
penal sum for maintenance shall be reduced to the sum of
_____ DOLLARS (\$ _____), which
is the cost associated with those items shown on the proposal and in the Contract that require a
maintenance bond period in excess of one year.

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 Jurisdiction from all outlay and expense incurred by
the Jurisdiction by reason of the Contractor's default of failure to perform as required. The

Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

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

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

A. To remedy any and all defects that may develop in or result from all work except new paving to be performed under the Contract within the period of (insert length of maintenance period, typically 2 years) year (s) 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; and

B. To remedy any and all defects that may develop in or result from new paving work to be performed under the Contract within the period of (insert length of maintenance period, typically 4 years) year (s) 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;

C. To keep all work in continuous good repair; and

D. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

E. Maintenance bond requirements shall not apply to the following: work that is not permanently incorporated into the project, pavement markings, seeding, sodding, and plant material and planting.

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

A. To consent without notice to any extension of time 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 such changes do not, in the aggregate, involve an increase of more than 20% 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.

D. That no provision of this Bond or of any other contract shall be valid that 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

Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction 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 Jurisdiction 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 Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction 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 regarding this Bond, the parties agree that the venue thereof shall be _____ County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. 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 the Contractor or whether Contractor is joined in any such action(s) or not.

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

When a word, 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.

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.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

PRINCIPAL

CONTRACTOR: _____

SIGNATURE:

TITLE: _____

SURETY

SURETY COMPANY: _____

SIGNATURE ATTORNEY-IN-FACT/OFFICER:

PRINTED ATTORNEY-IN-FACT/OFFICER:

ADDRESS: _____

TELEPHONE: _____

FORM APPROVED BY

ATTORNEY FOR JURISDICTION:

NOTE:

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

END OF SECTION

SECTION 32 1816.13 PLAYGROUND PROTECTIVE SURFACING

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This work includes furnishings and installing the playground protective surface. The surfacing Manufacturer/installer shall be responsible for all labor, materials, tools and equipment to perform all work and services for the installation of the surface.

1.2 DESCRIPTION OF SYSTEM & GENERAL CONDITIONS

- A. The playground protective surface shall be poured-in-place and troweled to provide for a resilient, seamless rubber surface installed over the specified rigid base. The playground protective surface is comprised of an SBR base mat and EPDM or TPV colored cap, with both layers being mixed with non-flammable, non-shrinking, one part moisture cured polyurethane adhesive as recommended by the Manufacturer and capable of bonding to concrete, asphalt or compacted stone. The playground protective surface shall be stable and slip resistant to comply with, meet or exceed all requirements set forth in the Americans with Disabilities Act (ADA) and the American Standard Testing Methods (ASTM) and Consumer Products Safety Commission (CPSC) for manufactured Safety Surfaces as detailed below.

1.3 QUALITY ASSURANCE

- A. Test Results
 - 1. Impact Attenuation - ASTM F 1292: Surfacing within playground equipment use zones shall meet or exceed the performance requirements of CPSC, ASTM F 1292 and/or CSA Z614-98 that a surface yield both a peak deceleration of no more than 200 g's and a head Injury Criteria (HIC) value of no more than 1,000 for a head-first fall from the highest accessible portion of play equipment being installed as shown on drawings. Manufactured Safety Surface: For surfaces manufactured for the purpose of playground safety surface, the impact attenuation performance shall be documented by certificate of compliance provided by third party at Owner or contractor's expense.
 - 2. Coefficient of Friction - ASTM D2047: All products must meet minimum standard on coefficient of friction of 0.78-wet, 0.93-dry.
 - 3. Surface Frictional Properties & Skid Resistance - ASTM E303: All products shall meet or exceed 90 BPN when tested Dry and 64 BPN when tested wet.
 - 4. Permeability: Product shall meet or exceed a coefficient of permeability of seven (7) feet per minute. NOTE: From a geothermal standpoint, the permeability of a material is a measure of the velocity at which water will flow through the voided spaces or pores under a given hydraulic gradient. The product shall handle a minimum of 8" of rainfall per hour.
 - 5. Flammability of Finished Floor Cover - ASTM D2859: Product shall pass flammability.
 - 6. Accessibility of Surface System - ASTM F1951: All playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.
 - 7. Tear Strength - ASTM D624 Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic: Tear Resistance must be equal to or greater than 12 pounds per inch.

8. Tensile Strength - ASTM D412 Standard Test Methods for Vulcanized Rubber Elastomers and Thermoplastic Elastomers: Tensile Strength must be equal to or greater than 80 Psi.
 9. IPEMA Certification Required: "In the Interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Services whereby a designated independent laboratory, TUV SUD America Inc., (TUV), validates a surfacing manufacturer's certification of conformance to ASTM F1292, Standard Specification for Impact Attenuation Under and Around Playground Equipment, and for an engineered wood fiber manufacturer its certification of conformance, also to ASTM F2075, Standard Specification for Engineered Wood Fiber for use as a Playground Safety Surface Under and Around Playground Equipment, and Section 4.4, for testing Sieve Analysis and Section 4.6, for testing the presence of Tramp Metal. A list of current validated products, their thickness and critical height may be viewed at www.ipema.org."
- B. Installer Qualifications
1. All materials under this section shall be installed by the Manufacturer or its Certified Installers. The playground surfacing installation shall not be performed by anyone other than the product Manufacturer or its Certified Installers.
 2. The installation crew will include at least one member that has completed the OSHA 10 Hour Training course and received certification.
- C. Contractor Pre-Qualifications
1. All bidders must have a current Iowa Contractor's License at or before the time of bid opening date.
 2. a list of twenty-five (25) surfacing projects completed with a similar product. List shall include names of project representatives and respective telephone numbers. At least five (5) of these projects must be at least five (5) years old. This list shall also contain projects which require the same level of difficulty, size of project, type of project, e.g. color transitions and special graphics.
 3. All bidders must also submit Material Safety Data Sheets (MSDS) and Product Data Sheets on all materials.

1.4 SUBMITTALS

- A. One original hard copy of the submittal packages will be supplied with additional copies on individual CD's. Upon request only hard copies shall be supplied.
- B. Manufacturer's descriptive data and installation instructions.
- C. Manufacturer's details showing depths of wear surface and sub-base materials, anchoring systems and edge details.
- D. A list of all materials and components to be installed, including Manufacturer's name, storage requirements, and precautions, and shall state chemical composition and test results to which material has been subjected in compliance with these specifications.
- E. Test results to substantiate that the product meets or exceeds all ASTM & ADA requirements for each standard listed in Section 1.03 Quality Assurance. Test must be performed and certified by an independent laboratory.
- F. Copy of IPEMA Certification.
- G. Documentation of Contractor Pre-Qualification as stated in Section 1.03 Quality Assurance.
- H. Documentation of Insurance Requirements as stated in Section 1.03 Quality Assurance.
- I. Statement signed by the Manufacturer of the synthetic safety surfacing attesting that all materials under this section shall be installed by the Manufacturer or its Certified Installers.
- J. A listing of at least twenty-five (25) installations where products similar to those proposed for use have been installed and have been in successful service for a minimum period of three (3)

years. this list shall include Owner or purchaser, address of installation, date of installation, contact person and phone number.

- K. Upon request, as sample specimen of safety surface proposed for this project.
- L. Upon request, a list of all organizations and affiliations of the company offering the product(s).

1.5 DELIVERY, STORAGE & HANDLING

- A. Materials and equipment shall be delivered and/or stored in accordance with the Manufacturer's recommendations.

1.6 PROJECT SITE CONDITIONS

- A. Synthetic safety surfacing shall be installed on a dry subsurface, with no prospect of rain within the initial drying period, at temperatures recommended by the Manufacturer.
- B. Installation in weather conditions of extreme heat, temperatures less than 40 degrees (F), and/or high humidity may impact cure time, and/or the structural integrity of the final product. Immediate surroundings of the site shall be reasonably free of dust conditions and poor particulate air quality will impact the final surface look.
- C. The Manufacturer's installation manager shall reserve the right to control the project schedule installation based on such factor without penalty to the playground protective surface company.
- D. Safety surfacing shall be installed after the playground equipment is installed unless otherwise noted.
- E. Surface installation shall be coordinated by the project manager or designated individual of playground equipment and sub-base installation, with the playground protective surface's local production manager and in accordance with the playground protective surface sub-base requirements.

1.7 WARRANTY

- A. Surfacing shall maintain required impact attenuation characteristics and be guaranteed against defects in workmanship and material for a period of no less than five (5) years or as specified and agreed upon per contract.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Polyurethane Binder
 - 1. Binder for safety surfacing shall be specifically designed for use with rubber granule material for outdoor installations.
 - a. Binder is a single component polyurethane pre-polymer formulated using a polymeric foam of Diphenyl methane 4, 4' Diisocyanate (MDI), Amber Viscosity - 4500cps, NCO content - 9.0, Density - 20dc-68, PCF Flash Point - >390dF, Elongation - 550%, Tensile - 3900 lb./sq.in.
 - 2. No toluene diphenylisocyanate (TDI) shall be used.
 - 3. No filler materials shall be used in urethane such as plasticizers and the catalyzing agent shall contain no heavy metals.
 - 4. Weight of polyurethane shall be no less than 8.5 lbs/gal (1.02 Kg/l) and no more than 9.5 lbs/gal (1.14 Kg/l)
 - 5. COLOR TINTED BINDER WILL NOT BE ALLOWED.
- B. SBR (Impact Layer)

1. Only 100% shredded styrene butadiene rubber may be used.
 2. Strands of SBR may vary from 0.5 mm - 2.0 mm in thickness by 3.0 mm - 20 mm in length.
- C. EPDM (Wear Surface)
1. EPDM particles shall meet requirements of ASTM D 412 and CSA Z614-98 for tensile strength and elongation; and ASTM D 2240 (Shore A) hardness of 55-65, not less than 26 percent rubber hydrocarbons.
 2. EPDM shall be peroxide cured with an EPDM content of 26% and shall include a processing aid to prevent hardness with 26% poly content to maintain dynamic testing characteristics, weatherization and UV stability.
 3. Size of rubber particles shall be not less than 1.00 mm, or greater than 3.0 mm across with a minimum EPDM content of 25% by weight and certified letter from Manufacturer stating this content. All rubber shall remain consistent in gradation and size.
 4. STRAND, SHAVED, CHIPPED OR SHREDDED RUBBER IS NOT ACCEPTABLE IN THE POURED CAP.
- D. TPV (Wear Surface)
1. TPV material shall be angular granules with a Shore A Hardness of 65A+/-, a Tensile Strength equal to or greater than 3.0 Mpa, and an Elongation at Break greater than 400%.
 2. Size of TPV particles shall be not less than 1.00 mm, or greater than 4.0 mm across.
 3. STRAND, SHAVED, CHIPPED OR SHREDDED MATERIAL OF ANY TYPE IS NOT ACCEPTABLE.

2.2 PRODUCT SUBSTITUTIONS & APPROVED EQUALS

- A. Once all products submitted for substitution have been reviewed, a list of approved substitutes will be circulated and made available to bidders.

PART 3 EXECUTION

3.1 SUB-BASE REQUIREMENTS

- A. Owner or Owners' representative shall provide sub-surface in accordance with Manufacturer's recommendation for the project location and application.
- B. The base shall be concrete, asphalt, or compacted stone installed in accordance with the bid documents.
- C. The base shall have the specific minimum slope (2%) and shall vary no more than 1/8 inch when measured in any direction with a 10 foot straight edge. Verify that sub-surfacing drainage, if required, has been installed to provide positive drainage.
- D. Tolerance of concrete or bituminous subsurface shall be within 1/8 inch (3.0 mm) in 10 feet (3050 mm). Tolerance of aggregate subsurface shall be within 3/8 inch (10 mm) in 10 feet (3050 mm). Verify that aggregate subsurface has been fully compacted in 2" lifts to 95 percent or greater.
- E. Asphalt base shall be allowed to cure a minimum of fourteen (14) days and new concrete shall be allowed to cure a minimum of seven (7) days prior to commencement of surfacing.
- F. All sub-bases shall be approved by Owner or Owner's Representative prior to installation of the safety surface.
- G. Alternate sub-base material must have prior approval from both Manufacturer and Engineer.

3.2 PREPARATION

- A. Scheduling - The playground protective surface shall be installed after other sub-contractors are complete, the area is free from pedestrian traffic, and under the conditions as outlined in Section 1.06 Project Site Conditions.
- B. Cleaning - The entire subsurface shall be clean, dry and free from any foreign and loose material.

3.3 INSTALLATION

- A. SBR Cushion Layer
 1. Polyurethane binder and SBR will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturers recommendations.
 2. Binder shall be not less than 14 percent (14%), nor more than 20 percent (20%), of the total weight of rubber, and shall provide 100 percent (100%) coating of the particles.
 3. The SBR and binder mixture will then be poured-in-place by means of screeding, and hand-troweled to maintain a seamless application.
 4. Installation method shall use a measured screed rod 1/16" thicker than the required depth.
 5. Whenever practical, SBR cushion layer shall be installed in one continuous pour on the same day. When a second pour is required, fully coat the edge of the previous work with polyurethane binder to ensure 100 percent bond with new work. Apply adhesive in small quantities so that new SBR mixture can be placed before the adhesive dries.
 6. Total depth of the safety surface system throughout the playground equipment use zone shall be as required to meet the applicable critical fall height requirements or as specified by Owner or Engineer. Therefore, thickness of the SBR cushion layer will be total depth less 3/8" (minimum required thickness of the EPDM wear course layer).
 7. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition. When connecting to a concrete curb or border the hardened edge shall be primed with adhesive.
 8. The SBR cushion layer surface shall be porous.
- B. EPDM or TPV Wear Course Layer
 1. Polyurethane binder and EPDM or TPV will be mixed on site in a rotating tumbler to ensure components are thoroughly mixed and are in accordance with manufacturers recommendations.
 2. The binder shall be not less than 20 percent (20%) of total weight of rubber used in the wear surface, and shall provide 100 percent (100%) coating of the particles.
 3. The EPDM or TPV and binder mixture will then be poured-in-place by means of screeding, and hand-troweled to maintain a seamless application.
 4. Installation method shall use a measured screed rod 1/16"pro thicker than required depth.
 5. The cap will have a minimum weight of 2.2 pounds per square foot.
 6. Thickness of wear surface shall be a minimum 3/8 inch.
 7. The wear layer shall be porous.
 8. If graphic designs and color transitions are used, they shall be full wear course depth. Color(s) to be determined by Engineer.
 9. Edges - Surface edges shall be flush with edge of adjacent area or tapered to provide safe transition.
 10. Large Areas - All areas in excess of 2,000 sq. ft. or that require adjacent color pours will have a cold joint of seam due to the nature of the installation process. Although seldom

visible, large areas or adjacent colors required the playground protective surface material to be installed on separate days.

11. Color - The wear course shall be a blend of 50% Black and 50% Standard Color chosen by the architect or Owner during the submittal process, unless otherwise state on plans.

3.4 PROTECTION

- A. The synthetic safety surface shall be allowed to fully cure in accordance with Manufacturer's instructions. The surface shall be protected by the Owner from all traffic during the curing period of 48 to 72 hours after surface installation is complete, or as instructed by the Manufacturer.
- B. Surface installation crew shall be responsible for the protection of the playground protective surface during the installation process. General Contractor shall be responsible for the protection of the surface during the crew's off hours and during the curing period upon completion of the installation.

3.5 CLEAN UP

- A. Manufacturer's installers shall not leave adhesive on adjacent surface or play equipment. Spills of excess adhesive shall be promptly cleaned.
- B. Manufacturer's installers shall properly dispose of all material and packaging waste before leaving the job site.
- C. Owner or contractor shall be responsible for supplying a dumpster at job site for all waste associated with installation of the safety surface.

END OF SECTION