




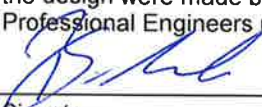
ADVERTISEMENT, INSTRUCTIONS TO BIDDERS,
PROPOSAL, CONTRACT CONDITIONS,
PLANS AND SPECIFICATIONS
FOR THE
AUBURN COURT LIFT STATION ABANDONMENT

PROJECT No. SW0092

ENGINEERING DIVISION

PUBLIC WORKS DEPARTMENT

BETTENDORF, IOWA

	<p>I hereby certify that this plan was prepared under my supervision and that engineering decisions with regard to the design were made by me or by other duly licensed Professional Engineers under the laws of the State of Iowa.</p> <p> <u>6-10-21</u> Signature: _____ Date Brent O. Morlok</p> <p>My license renewal date is December 31, <u>2021</u></p> <p>Pages or sheets covered by this seal: <u>ALL</u></p>
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PROPOSED IMPROVEMENTS

FOR

AUBURN COURT LIFT STATION ABANDONMENT
CITY OF BETTENDORF

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Bettendorf, Iowa, through their electronic bid submission system at <https://bettendorf.ionwave.net> until **10:00 A.M.** on the **29th day of June, 2021**, for the **Auburn Court Lift Station Abandonment** project and related work as described in the plans and specifications now on file in the office of the City Clerk. Bids shall be submitted to the City Council for consideration and action at a subsequent meeting.

The proposed improvements consist of installing approximately 1,305 lineal feet of eight inch (8") sanitary sewer, six (6) sanitary manholes, abandonment of the existing lift station and related work near Auburn Court in Bettendorf, Iowa.

The bidder to whom the Contract is awarded shall commence work no later than the date to begin work set forth in a Notice to Proceed from the City or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed by September 30th, 2021. The beginning and completion dates will be included in and made part of the contract between the successful bidder and the City. Liquidated damages in the amount of Five Hundred Dollars and no/100 (\$500.00) per calendar day shall be charged for every day past the completion date.

The plans, specifications and all bid documents, hereinafter called proposed Contract Documents, are placed on file and are available for inspection on the City of Bettendorf's electronic bid submission website: <https://bettendorf.ionwave.net>. If you haven't already done so, you will need to register as a supplier at the website to submit a bid. All bids must be submitted electronically. No paper, emailed, or faxed bids will be accepted, and no physical bid opening shall be held. All bids will be evaluated by the City's electronic bid submission system.

Copies of the proposed Contract Documents for said improvements may be obtained with a forty eight (48) hour notice at the Engineering Division of Public Works, 4403 Devils Glen Rd., Bettendorf, Iowa by calling (563) 344-4055. Paper sets require a refundable deposit of Two Hundred Fifty Dollars (\$250.00) for each set that shall be refunded within fourteen (14) days after the award of the project. If the Contract Documents are not returned in a timely manner and in a reusable condition, the deposit, or portions thereof, may be forfeited.

Each proposal must be accompanied by a certified or cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States or by a Bid Bond with corporate surety satisfactory to the City of Bettendorf in the amount of ten (10) percent of the bid, made payable to the City Treasurer of the City of Bettendorf, Iowa, and may be cashed or claim made against the bond by the Treasurer of the City of Bettendorf, Iowa, as liquidated damages in the event the successful bidder fails to enter into a contract within ten (10) days and post bond satisfactory to the City for the faithful performance of the work. Checks or Bid Bonds of the three lowest bidders may be retained for a period of not to exceed thirty (30) days or until a contract is awarded or rejection is made, whichever is sooner. Other checks and Bid Bonds will be returned after the tabulation of the bids is completed.

The successful bidder will be required to furnish a performance and maintenance bond equal to One Hundred Percent (100%) of the contract price. Said bond is to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and shall also guarantee

the maintenance of the improvement for a period of four (4) years from and after its completion and acceptance by the City.

Contractors and subcontractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the current policies adopted by the City of Bettendorf City Council.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor. A preference will be given to resident Bidders in Accordance with Chapter 73 of the Code of Iowa.

Plans and specifications governing the construction of the proposed improvements and also prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract shall be executed in compliance therewith.

The City reserves the right to reject any or all proposals and to waive technicalities and irregularities if deemed necessary and approved by City Council.

Published upon order of the City Council of Bettendorf, Iowa.

Brent Morlok, P.E.
City Engineer

INSTRUCTIONS TO BIDDERS

READ THE BID SPECIFICATIONS CAREFULLY AND COMPLETELY. SOME ITEMS MAY HAVE CHANGED IN THE BIDDING PROCESS.

1. PREPARATION OF BIDS-

- (A) All bids must be submitted through the City of Bettendorf's electronic bid submission system. Go to <https://bettendorf.ionwave.net> and register as a vendor if you have not already done so in order to submit a bid. Special care should be exercised in the preparation of bids. The bidder shall complete the line items by entering the unit price. The bid system will calculate the bid item totals. The proper blank spaces in the bid guarantee forms shall be suitably filled in and submitted accordingly.
- (B) Bidders shall inform themselves of the conditions under which the work is to be performed, concerning the site of the work, the structure of the ground, the obstacles which may be encountered and all other relevant matters concerning the work to be performed. If awarded the contract, the bidder shall not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed themselves. Failure to have so informed themselves prior to the bidding, the successful bidder must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other contractors.
- (C) The bidder is expected to base their bid on materials and equipment complying fully with the plans and specifications. In the event they prepare their bid based on materials or equipment which does not conform, they will be responsible for furnishing materials and equipment which fully conform at no change in their bid price.
- (D) All line items shown in the bid submission system must be bid upon. The bidder shall enter the unit cost and the extended cost of each item will be completed by the bid submission system. Each item will be numbered and described by name. Pay careful attention to the quantities and units of measure requested.
- (E) The proper blank spaces in the bid guarantee forms shall be completely filled in and submitted as directed by the bid submission system.
- (F) Paper, Fax, or emailed bids received will not be considered. The electronic bid submission system will not allow late bids.
- (G) The bidder shall not stipulate in their proposal any conditions or qualifying statement not contained in the contract documents.

2. DOCUMENT LOCATION-

The bid proposal, plans and specifications may be examined and obtained from the City of Bettendorf's eBidding website <https://bettendorf.ionwave.net> or by visiting www.bettendorf.org and clicking on "Vendor Registration and Bidding Platform". There is no charge to download the plans and specifications.

3. INTERPRETATION OF PROPOSED CONTRACT DOCUMENTS -

If any person contemplating submitting a Bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, they may submit to the City a request for an interpretation thereof through the bid submission system. Any

interpretation of the proposed documents will be made only by addendum duly issued to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents and will not accept requests within 48 hours of the bid opening.

4. INTERPRETATION OF ESTIMATES -

An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct but it is given only as a basis for comparison of proposals and award of the contract. The City does not expressly or by implication agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimate of quantities, or of the character, location or other conditions pertaining to the work. Payment to the contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications and it is understood that the quantities may be increased or diminished, as hereinafter provided without in any way invalidating the unit bid price.

5. LABOR AND MATERIALS NOT FURNISHED BY THE OWNER -

The owner will not furnish any labor, material or supplies unless specifically provided for in the contract.

6. PREFERENCE FOR IOWA PRODUCTS AND LABOR -

The attention of the bidder is called to the fact that the Statutes of Iowa provide that on public improvements, preference shall be given to products and provisions grown and coal produced in the State of Iowa and to Iowa labor. The Contractors will be required to conform to all such Statutes as are applicable.

7. BID SECURITY -

(A) Each bid proposal shall be accompanied by a bid bond or a certified check or a cashier's check drawn on an Iowa bank or any bank located outside of Iowa which is chartered under the laws of the United States, for the amount specified in the "Advertisement for Bids" and made payable to the Treasurer of the City. The bid security must be scanned and uploaded electronically to the bid submission system and titled "Bid Security". Should the bidder receiving the award fail to execute a satisfactory contract and file an acceptable contract bond and insurance within ten (10) days after tender of prescribed forms to the Contractor, unless additional time is allowed by the Project Manager, the bond shall be cashed and the full amount retained by the City as fixed liquidated damages.

(B) If security is in the form of a certified or cashier's check, the City may make such disposition of the same as will accomplish the purpose for which submitted. Certified or cashier's checks may be held uncollected at the bidder's risk.

(C) The checks or bid bonds of the lowest bidders will be held until the contract is approved or all bids rejected. The balance of such checks submitted will be returned within three (3) days after the opening of the bids.

8. BIDS SEALED -

Each bid shall be made in the electronic form furnished for the project. Vendors must be registered in order to submit an electronic bid. Go to <https://bettendorf.ionwave.net> in order to submit an electronic bid. Paper, Fax, or emailed bids received will not be considered. The electronic bid submission system will not allow late bids.

9. WITHDRAWAL OF BIDS -

Bids may be withdrawn from the electronic bid system prior to the time fixed for opening. Vendors can edit their bids if they choose, by retracting their bid, editing it, and resubmitting it. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

10. DISQUALIFICATION OF BIDDERS -

Any one or more of the following causes may be considered as sufficient for the disqualification of Bidder and the rejection of their bid or bids:

No Bid Surety submitted with the bid Proposal

More than one Proposal for the same work from an individual, firm, partnership or corporation under the same or different names.

Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

Unbalanced proposals in which the prices for some items are out of proportion to the prices for other items.

Failure to submit a unit price for each item of work for which a bid price is required by the bid submission system.

Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

Incomplete work, which in the judgment of the City Council might hinder or prevent the prompt completion of additional work if awarded.

For being in arrears on existing contracts, in litigation with the City, or having defaulted on a previous contract.

The attention of bidders is directed to Section 553.23, Code of Iowa, regarding unlawful combinations in making public contracts.

11. AWARD OR REJECTION OF BIDS -

(A) After the proposals are accepted and opened by the bid submission system, the quantities will be extended and totaled in accordance with the bid prices of the accepted proposals and the results of the prices will be made public. Until the final award of the contract, the City reserves the right to reject any or all Proposals, to waive technicalities and to advertise for new Proposals, or proceed to do the work otherwise, when the best interests of the City will be promoted thereby.

(B) The contract will be awarded to the lowest responsive, responsible bidder complying with the conditions of the Advertisement for Bids, provided that bid is reasonable and it is to the interest of the City to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The contract will be awarded by resolution of the City Council.

(C) No contract is binding upon the City until the signed contract, surety bond, and insurance documents have been filed with the City, approved by the Council, the contract executed by the Mayor and the City Clerk and delivered to the Contractor.

12. ERRORS IN BID -

Bidders or their authorized agents are expected to examine the contract documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the bidder's own risk, and they cannot secure relief on the plea of error in the bid.

13. FOREIGN CORPORATIONS -

Foreign corporations shall file with the City Clerk a certificate from the Secretary of the State of Iowa showing that they have complied with all the provisions of Chapter 494 of the Code of Iowa, governing foreign corporations.

14. DEALER OR MANUFACTURER -

In bids for supplies of manufactured articles, bidders will state whether they are manufacturers of or regular dealers in the articles. If practicable to do so, bidders who are not manufacturers will give the name of the manufacturer from whom the articles are to be obtained, including catalog references.

15. MATERIAL GUARANTEE -

Before any contract is awarded, the Bidder may be required to furnish a complete statement of the origin, composition or manufacture of any or all materials proposed to be used in the construction of the work. Samples may also be required, which may be subjected to the test provided for in these specifications and such other tests that may be necessary to determine their quality and fitness for the work.

16. SAMPLES -

When samples are required, they must be submitted by the bidder so as to reach the office designated prior to the hour set for opening the bids. Samples shall be furnished free of expense to the City, properly marked for identification, and accompanied by a list when there is more than one sample. The City reserves the right to mutilate or destroy any sample submitted whenever it may be considered necessary to do so for the purpose of testing. Samples not so mutilated or destroyed, when no longer required to be retained in connection with the award or delivery of supplies, will be returned at the bidder's expense, if such return is requested in the bid.

17. NON-COLLUSION AFFIDAVIT-

In order for a bidder to be considered for an award of a contract, the owner may require a bidder, so considered, to execute a "Non-Collusion Affidavit" on the form included elsewhere in these Contract Documents. This affidavit must be scanned and uploaded electronically to the bid submission system and titled "Non-Collusion Affidavit".

18. SURETY BOND REQUIRED -

The successful Bidder to whom the contract is awarded will be required to file a performance and payment surety bond in a sum equal to the total amount of their bid including accepted alternates, which bond shall be on forms supplied by the City and in a form complying with the laws of Iowa relating thereto, and shall be conditioned upon the completion of the contract in accordance with the specifications. When required by law, or by the specifications, this bond shall include a clause guaranteeing maintenance of the work for the period stipulated.

19. EXECUTION OF CONTRACT AND BOND -

- (A) The bidder to whom award is made must, when required, enter into a written contract on the approved contract form, with insurance and security in the amount required within ten (10) days after the prescribed forms are presented for signature unless a longer period of time is permitted by the Project Manager.
- (B) Failure to comply with any of the requirements of these specifications, to execute the contract within ten (10) days after tender of the forms, as specified, or to furnish security or proof of insurance coverage as required shall at the option of the City be just cause for the annulment of the award. In the event of such annulment of the award, the amount of proposal guarantee shall become the property of the City, not as a penalty but as liquidated damages. Award may then be made to the next best-qualified bidder, or the work re-advertised, or handled as the City may elect.
- (C) Each contract must be executed in at least three original counterparts and there shall be executed original counterparts of the Contractor's performance and payment bond and maintenance bond in equal number to the executed original counterparts of the contract. The cost of executing the bonds and contract and insurance, including all notarial fees and expenses, are to be paid by the contractor to whom the contract is awarded.

20. INCOME TAX DEDUCTION ON NONRESIDENT CONTRACTORS -

Each nonresident person or firm doing business as an individual and each nonresident co-partnership will be required as a precedent to receiving an award, to file a certificate issued by the State Tax Commission as provided in Chapter 422, Section 422.17, Code of Iowa, releasing the City from withholding any and all sums required by the provisions of Chapter 422, Section 422.16 of the Code of Iowa.

21. IOWA SALES OR USE TAX -

Prices in the bid shall be free of all Iowa sales or use tax, pursuant to Iowa Code sections 422.42 (15) & (16). Upon award of the contract, contractors will be issued a tax exemption certificate and authorization letter that will authorize the tax-free purchase of construction materials to be incorporated into this project.

22. INSURANCE COVERAGE -

The successful contractor must provide the required insurance coverage as outlined in the City of Bettendorf's Supplemental General Conditions.

23. CONTRACTOR EVALUATION -

Contractors on this project will undergo a standardized evaluation upon completion of the work. The results of this evaluation may influence the determination of the contractor's eligibility to bid on future projects as governed by the policies and City Code of the City of Bettendorf.

FORM OF CONTRACT

THIS CONTRACT, made the 6th day of July, A.D., 2021, by and between _____, hereinafter called the "Contractor", and the City of Bettendorf, Scott County, Iowa, hereinafter called the "City",

WITNESSETH, That the Contractor and the City for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK - The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required to perform and complete in a workmanlike manner all the work required in connection with the construction of the **Auburn Court Lift Station Abandonment** project, all in strict accordance with the plans and specifications, including any and all addenda prepared by Engineering Division of the Public Works Department of the City of Bettendorf, Iowa, which plans and specifications are made a part of this contract; and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this contract. The Contractor shall do everything required by this contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE - The City shall pay to the Contractor for the performance of this contract, subject to any additions or deductions provided therein, in current funds, the contract price of:

_____ computed as follows:

Base Bid

Item No.	Description	Quantity	Units	Unit Price	Total Price
1	Sanitary Sewer Pipe, 8" DIP, (E SMH 1 to SMH 3)	601	LF		
2	Sanitary Sewer Pipe, 8" DIP, (SMH 3 to SMH E2)	565	LF		
3	Sanitary Sewer Pipe, 8" DIP, (SMH 6 to SMH E4)	138	LF		
4	Sanitary Sewer Lateral, 6" PVC New	20	LF		
5	Sanitary Sewer Manhole, 4' Diameter, New	6	EA		
6	Chimney Seals	6	EA		
7	Connection To Existing Manhole	3	EA		
8	Pipe Foundation Stabilization	50	TON		
9	Granular Surfacing	300	TON		
10	Abandon Existing Lift Station	1	LS		
11	Clearing And Grubbing	1	LS		
12	Remove and Re-install Fence	1	LS		
13	Select Topsoil, 4"	635	SY		
14	Sodding And Fertilizing	635	SY		
15	Seeding, Fertilizing and Mulching	3522	SY		

Total Base Bid:

ARTICLE III. UNIT PRICES FOR CHANGES- Not applicable to this contract.

ARTICLE IV. PAYMENTS- Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE V. CONTRACT TIME- The bidder to whom the Contract is awarded shall commence work no later than the date to begin work set forth in a Notice to Proceed from the City, or its authorized representative, to the Contractor. All work shall be done in strict compliance with the plans and specifications prepared by the Engineer of the Engineering Division of the Public Works Department of Bettendorf, Iowa.

All work on this contract shall be completed by September 30, 2021. The beginning and completion dates will be included in and made part of the Contract. Said completion date will be used as the Contract Completion Date, where after liquidated damages in the amount of Five Hundred Dollars and No Cents (\$500.00) per calendar day may be recovered by the City.

ARTICLE VI. COMPONENT PARTS OF THIS CONTRACT - This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached. In the event that any provision in any of the component parts of this contract conflicts with any provision in any other of the component parts, the provision in the first item listed shall control over the second item listed, which shall control over the third item listed, etc.

- 1) Addenda to proposed Contract Documents
- 2) Special Conditions
- 3) Plan Drawings
- 4) Supplemental General Conditions
- 5) General Conditions
- 6) City of Bettendorf Standard Drawings
- 7) City of Bettendorf Standard Specifications
- 8) Iowa D.O.T., AASHTO, ANSI and ASTM Specifications
- 9) Contract With The City
- 10) Contractor's Performance and Payment and Maintenance Bond
- 11) Contractor's Proposal
- 12) Notice To Bidders
- 13) Instruction To Bidders
- 14) Non-Collusion Affidavit

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be executed in three original counterparts the date and year first above written.

(Contractor)

By _____

Title

ATTEST:

Title

CITY OF BETTENDORF, IA

Robert Gallagher
Mayor

ATTEST:

Decker P. Ploehn
City Clerk

This Instrument approved by the City Council of the City of Bettendorf, Iowa, pursuant to Resolution Number _____ passed _____, 2020.

**COMBINED
PERFORMANCE-PAYMENT
AND
MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

_____, as Principal, (hereinafter called "Contractor") and

_____ as Surety, (hereinafter called "Surety"), are held and firmly bound unto the City of Bettendorf, Iowa, as Obligee, (hereinafter called "City"), in the amount of

_____ (\$ _____) for the payment of which sum of money we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally, and firmly by these presents.

WHEREAS, Contractor has by written contract dated _____, entered into a contract with City for the **Auburn Court Lift Station Abandonment** project, which agreement is by reference made a part hereof, and is hereinafter referred to as "the Contract", and

WHEREAS, the Contractor is required to furnish a performance, payment and maintenance bond in connection with said Contract pursuant to the terms and provisions as set forth herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that:

1. If Contractor shall in all respects well and truly keep and perform the said Contract on Contractor's part in accordance with the terms and provisions of all of the Contract documents comprising said Contract, and in the time and manner therein prescribed; and,
2. If the Contractor shall pay all persons, firms or corporations having contracts directly with the Contractor, or with subcontractors, all just claims due them for labor performed, materials furnished, or transportation supplied in the performance of the Contract on account of which this bond is given, when the same are not satisfied out of the portion of the Contract price which the City is required to retain until completion of the Contract (but the Contractor and his Sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price have been established as provided by the laws of the State of Iowa); and,
3. If the Contractor shall keep the following items of construction in good operating condition as intended by their original design and the contract documents:

_____ ALL ITEMS _____ for: Four (4) years

_____ for: _____ years

which become out of repair due to defects in workmanship or material;

then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice;

1. To any extension of time beyond the contract completion date necessary for the Contractor to perform the Contract.
2. To any change in the plans, specifications or contract, when such change does not involve an increase of more than twenty percent of the total contract price, and shall then be released only to such excess increase.
3. To comply with all of the provisions of Chapter 573, Code of Iowa.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____.

(CONTRACTOR) (SEAL)

(WITNESS)

By:

(TITLE)

(SURETY) (SEAL)

(WITNESS)

By:

(TITLE)

(ADDRESS)

BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT WE, _____ as Principal, herein-
after called the Principal, and _____
_____ a corporation,
hereinafter called the surety, and authorized to contract as Surety in Iowa, are held firmly bound
unto the City of Bettendorf, Scott County, Iowa a municipal corporation, as Obligee, hereinafter
called the City, in the full and just sum of _____
(\$ _____), for the payment of which sum will and truly be made, the said
Principal and the said Surety, bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the

Auburn Court Lift Station Abandonment

NOW, THEREFORE, if the City shall accept the bid of the Principal and the Principal shall enter into a contract with the City within the time required after the notice of such award and in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and materials furnished on the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall forfeit the full amount specified in said bidding or contract documents in liquidation of damages sustained, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____, A.D. _____

IN THE PRESENCE OF:

(Witness) _____ (Seal)

(Title)

(Witness) _____ (Seal)
(Surety)

BY: _____
Attorney-In-Fact

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
) ss.
County of _____)

Deposes and says that:

1. He is _____
 (Owner, partner, officer, representative or agent)
of _____, the Bidder that has
submitted the attached Bid:
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or lawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
(Title) _____

Subscribed and sworn to before me

This _____ day of _____, 20____

(Title)

My commission expires: _____