

Specification No. _____

**SPECIFICATIONS
FOR
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS -
2025
CITY OF SWISHER
2025**

**HR Green, Inc.
Project No. 10130127.02**


OWNERSHIP OF DOCUMENT

This document, and the ideas and designs incorporated herein, as an instrument of professional service, is the property of HR Green, Inc. and is not to be used, in whole or in part, for any other project without the written authorization of HR Green, Inc.

HR Green, Inc.
2025
Project No. 10130127.02

2025 Swisher Pavement Rehabilitation and Parking Lots -

City of Swisher, IA

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p>
	<p style="text-align: right;">Date: <u>05/23/2025</u></p> <p>CALEB P. JANSEN, P.E.</p> <p>License No. 28973</p> <p>My renewal date is December 31, 2025.</p> <p>Pages or sheets covered by this seal: ENTIRE PROJECT MANUAL</p>

**SPECIFICATIONS
FOR
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025**

CITY OF SWISHER, IA

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This project is based on 2025 Edition of
The SUDAS Standard Specifications Manual and the City of Swisher
Supplemental Design Standards and Specifications
unless modified herein.

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2025
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2025 Swisher Pavement Rehabilitation and Parking Lots -
City of Swisher, IA

**NOTICE OF PUBLIC HEARING ON PROPOSED
PLANS AND SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025**

CITY OF SWISHER, IA

Notice is Hereby Given: That at 6:30 PM, at the Swisher City Hall, 66 Second Street SW, Swisher, IA on June 9, 2025, the City Council of the City of Swisher (The "City") will hold a public hearing on the proposed plans and specifications, form of contract and estimate of cost (the "Contract Documents") for the proposed 2025 Swisher Pavement Rehabilitation and Parking Lots - 2025 (the "Project").

The Project shall consist of:

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

A copy of the proposed Contract Documents is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Shelley Annis
City Clerk

NOTICE TO BIDDERS
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvement as stated below must be filed before 10:00 AM on June 9, 2025 in the office of the City Clerk, Swisher City Hall, 66 Second Street SW, PO Box 279, Swisher, IA 52338.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:00 AM on June 9, 2025 in the office of City Clerk, Swisher City Hall, 66 Second Street SW, PO Box 279, Swisher, IA 52338 for consideration by the City Council of City of Swisher at its meeting on June 9, 2025 at 6:30 PM. The City of Swisher reserves the right to reject any and all bids.

The City of Swisher, 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 ensure 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.

Time for Commencement and Completion of Work. Work on the improvement shall commence within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than July 7, 2025, work shall be substantially complete on or before August 29, 2025, and shall be fully completed on or before September 30, 2025. Damages in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day will be assessed for each day the work remains incomplete.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Section 26.8 of the Iowa Code in an amount equal to 5% of the total amount of the bid.

Contract Documents. Copies of the Plans and Specifications for this project may be obtained from HR Green, Inc., 8710 Earhart Lane SW, Cedar Rapids, IA 52404, Ph: 319-841-4000 or e-mail request to kellijo.ernst@hrgreen.com. Plans and Specifications are available at no cost

Public Hearing on Proposed Contract Documents and Estimated Costs for Improvement. A public hearing will be held by the City Council of the City of Swisher on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:30 PM on June 9, 2025 in the Swisher City Hall, 66 Second Street SW, Swisher, IA.

Preference of Products and Labor. Preference shall be given to domestic construction materials by the contractor, subcontractors, material, men, and suppliers in performance of the contract and, further, 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.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Swisher will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

HR Green, Inc.
2025

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General Nature of Public Improvement.
Patching and seal coating of two (2) parking lots

2025 Swisher Pavement Rehabilitation and Parking Lots -

City of Swisher, IA

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

This Notice is given by authority of the City of Swisher

Shelley Annis, City Clerk
City of Swisher

INSTRUCTIONS TO BIDDERS
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA

The work comprising the above referenced project shall be constructed in accordance with the 2025 Edition of the SUDAS Standard Specifications Manual and the City of Swisher Supplemental Design Standards and Specifications (2025). The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting your bid, please review the requirements of Division One, General Provisions and Covenants. Please 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

- A. 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, a certified check, or a bank money order drawn on a FDIC insured bank in Iowa or drawn on a 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.
- B. The bid bond must be submitted on the SUDAS 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 on the bid bond is not acceptable.
- C. Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.

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 the 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.
- B. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to Iowa Administrative Code rule 875-156.2(1). The bidder must complete the form and submit it with the proposal. 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. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the Bidder Status Form whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal. Application of the preference against a non-resident bidder shall be in accordance with the information filed with the Proposal on the Bidder Status Form.

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

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued;
- Part C – Bid Items, Quantities and Prices;
- Part F – Additional Requirements;
- Part G – Identity of Bidder;

The following documents which are proposal attachments must be completed and attached:

ITEM NO.	DESCRIPTION OF ATTACHMENT
-----------------	----------------------------------

- | | |
|----|--|
| 1. | Bidder Status Form and Worksheet: Authorization to Transact Business |
| 2. | Bid Bond (Submitted in a separate, sealed envelope) |

Sign the proposal; and have the signature notarized. 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 will not be accepted.

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

**PROPOSAL
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025**

CITY OF SWISHER, IA

PROPOSAL: PART A – SCOPE

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

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

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

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

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 Jurisdiction shall only use the Total Construction Cost for comparison of the bids. The Total Construction Cost, including any Add-Alternates shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The bidder must provide any Bid Prices, and alternate Prices, and the Total of the Base Bid plus any Add-alternates on the Proposal Attachment: Part C-Bid Items, Quantities, and the Prices. The Jurisdiction shall only use the Total Construction Cost for comparison of the 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 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 the comparison of the total bid only, not including any alternates; and
3. Make such alterations in the 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 furnish said bond; and
3. Commence the work on this project within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than July 7, 2025; and
4. Substantially complete the project on or before August 29, 2025; and
5. Fully complete the project on or before September 30, 2025;
6. Pay liquidated damages for noncompliance with said completion provisions at the rate of FIVE HUNDRED DOLLARS (\$500.00) for each calendar day thereafter 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;

HR Green, Inc.
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and

2025 Swisher Pavement Rehabilitation and Parking Lots -
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5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

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

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	Bidder Status Form and Worksheet: Authorization to Transact Business
2.	Bid Bond (Submitted in a separate, sealed envelope)

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	Bidder
<input type="checkbox"/> Corporation	_____
<input type="checkbox"/> Joint-venture: all parties must join-in and execute all documents	Signature
<input type="checkbox"/> Other	By _____
	Name (Print/Type)

	Title

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

Street Address

City, State, Zip Code

Telephone Number

NOTE: The signature on this proposal must be an original signature in ink; copies or facsimile of any signature will not be accepted.

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City of Swisher, IA

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public in and for

State of _____

County of _____

My commission expires _____

PROPOSAL
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Unit Bid Price, the Total Bid Price, and the Total Construction Cost; in case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities and Prices are approximately only, but are considered sufficiently adequate for the purpose of comparing bids. The Jurisdiction shall only use the Total Construction Cost for comparison of bids.

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	EXCAVATION, CLASS 10	CY	329	\$	\$
2	STONE BASE, MACADAM, 6 INCH	TON	100	\$	\$
3	HMA PAVEMENT, COMMERCIAL MIX	TON	35	\$	\$
4	GRANULAR SURFACING, CLASS A, 2 INCH	TON	37	\$	\$
5	FULL-DEPTH PAVEMENT PATCH, HMA	SY	181	\$	\$
6	BITUMINOUS SEAL COAT, 5/8" SINGLE SEAL COAT	SY	7,240	\$	\$
7	BITUMINOUS SEAL COAT, 3/8" DOUBLE SEAL COAT	SY	2,304	\$	\$
8	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	15.38	\$	\$
9	TRAFFIC CONTROL	LS	1	\$	\$
10	BOLLARD	EA	1	\$	\$
11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.06	\$	\$
12	MOBILIZATION	LS	1	\$	\$
TOTAL ITEM 1 - 12					\$

NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE CITY. QUANTITY CHANGES WHICH AMOUNT TO TWENTY (20) PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT PRICE BID.

 Bidder

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BID BOND
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto City of Swisher, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$_____), 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;

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

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

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

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

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City of Swisher, IA

SURETY:

PRINCIPAL:

By _____
Surety Company

Signature Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

By _____
Bidder

Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

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

Bidder Status Form

To be completed by all bidders

Part A

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

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

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

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

City, State, Zip: _____

Dates: ____/____/____ to ____/____/____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

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

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

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Project No. 10130127.02

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City of Swisher, IA

CONTRACT
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA

THIS CONTRACT, made and entered into this _____ day of _____, 2025, by and between the City of Swisher by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Contractor, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Clerk. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the latest Edition of the Urban Standard Specifications for Public Improvements, as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and 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: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of `WrittenContractAmount` dollars (`$ContractNumericAmount`), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than July 7, 2025, work shall be substantially complete on or before August 29, 2025, and shall be fully completed on or before September 30, 2025, and to pay liquidated damages for noncompliance with said completion provisions at a rate of FIVE HUNDRED DOLLARS (\$500.00) dollars for each calendar day that the work remains incomplete.

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City of Swisher, IA

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

JURISDICTION: City of Swisher

CONTRACTOR:

By _____
Brian Wernimont, Mayor

Contractor

(Seal)
ATTEST:

By _____
CAuthorizedSignature, CAuthorizedTitle

Shelley Annis, City Clerk

Print Name, Title

CAddress1
Street Address

CAddress2
City, State, Zip Code

CPhone
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ 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. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR 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. BASED ON BIDS RECEIVED, THE CITY RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT.

ITEM NO.		UNIT	QUANTITY	UNIT PRICE	TOTAL
1	EXCAVATION, CLASS 10	CY	329	\$	\$
2	STONE BASE, MACADAM, 6 INCH	TON	100	\$	\$
3	HMA PAVEMENT, COMMERCIAL MIX	TON	35	\$	\$
4	GRANULAR SURFACING, CLASS A, 2 INCH	TON	37	\$	\$
5	FULL-DEPTH PAVEMENT PATCH, HMA	SY	181	\$	\$
6	BITUMINOUS SEAL COAT, 5/8" SINGLE SEAL COAT	SY	7,267	\$	\$
7	BITUMINOUS SEAL COAT, 3/8" DOUBLE SEAL COAT	SY	2,304	\$	\$
8	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	15.14	\$	\$
9	TRAFFIC CONTROL	LS	1	\$	\$
10	BOLLARD	EA	1	\$	\$
11	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	AC	0.06	\$	\$
12	MOBILIZATION	LS	1	\$	\$
TOTAL ITEM 1 – 12					\$

HR Green, Inc.
2025
Project No. 10130127.02

2025 Swisher Pavement Rehabilitation and Parking Lots -
City of Swisher, IA

**PERFORMANCE, PAYMENT AND MAINTENANCE BOND
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA**

KNOW ALL BY THESE PRESENTS:

That we, Contractor as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Swisher, 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 WrittenContractAmount Dollars(\$ContractNumericAmount) 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 _____, 2025, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Patching and seal coating of local roadways; grading, seal coating and striping of two (2) parking lots

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 \$_____ (enter amount of contract or value of work that requires maintenance bond in excess of one year) which is the cost associated with those items shown on the proposal and in the Contract which 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 are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the 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, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of one (1) 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;

 - B. To keep all work in continuous good repair.

 - C. 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; and

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

4. **GENERAL:** The Contractor and 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 twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the 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, attorneys 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

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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 with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in 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 with respect to this Bond, the parties agree that the venue thereof shall be Johnson, 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 Surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

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

When a 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.

Witness our hands, in triplicate, this _____ day of _____, 20__.

Surety Countersigned By:

PRINCIPAL:

Name of Resident Commission Agent

Contractor

Company Name

By: _____
Signature

Company Address

Printed Name, Title

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City of Swisher, IA

SURETY:

City, State, Zip Code

Company Telephone Number

Surety Company

By: _____
Signature Attorney-in-Fact Officer

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

**SPECIAL PROVISIONS
2025 SWISHER PAVEMENT REHABILITATION AND PARKING LOTS - 2025
CITY OF SWISHER, IA**

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1. FORM OF SPECIFICATIONS

- 1.1. "Specifications" shall mean the 2025 Edition of the SUDAS Standard Specifications Manual and the City of Swisher Supplemental Design Standards and Specifications.
- 1.2. Omissions of words or phrases such as "the Contractor shall", "in accordance with", "shall be", "as noted on the Plans", "according to the Plans", "a", "an", "the" and "all" are intentional; supply omitted words or phrases by inference.
- 1.3. "Owner", and "City" shall mean the City of Swisher, acting through the City Council.
- 1.4. "Person" shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.5. "Engineer" shall mean the Engineer for the City of Swisher or designated agent.
- 1.6. "Standard Drawings" shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- 1.7. "Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- 1.8. "Or equal" shall follow manufacturers names used to establish standards and, if not stated, is implied.
- 1.9. "Punch List" list of incomplete items of Work and of items of Work which are not in conformance with the Contract. The list will be prepared by the Engineer's representative when the Contractor (1) notifies the Engineer's representative in writing that the Work has been completed in accordance with the contract and (2) requests in writing that the Owner accept the Work.
- 1.10. "Substantial Completion" in addition to the definition provided in the General Conditions, the following applies: Sufficient completion of the project or the portion thereof to permit utilization of the project, or portion thereof for its intended purpose. Substantial completion

requires not only that the work be sufficiently completed to permit utilization, but that the Owner can effectively utilize the substantially completed Work. Determination of substantial completion is solely at the discretion of the Owner. Substantial completion does not mean complete in accordance with the Contract nor shall substantial completion of all or any part of the project entitle the Contractor to acceptance under the Contract.

- 1.11. "Final Completion" when the Engineer deems the Project and Punch List fully complete in accordance with Plans and Specification, and when all items including but not limiting to: excess building materials, concrete forms, construction trailers, field offices, and temporary traffic control have been removed from site, the Engineer shall notify the Owner in writing and recommend final acceptance of work. Sales and Use Tax Forms and Lien Waivers do not have to be completed but are encouraged to be completed as a condition of Final Completion. The date of final completion shall be the date the Engineer's written recommendation of final acceptance to the Owner.

2. GENERAL PROVISIONS AND COVENANTS

- 2.1. The general provisions and covenants, Division 1 of the SUDAS Standard Specifications are modified as follows:
 - 2.1.1. Section 1020.1.09.B, Unit Price Attachment.

A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.
 - 2.1.2. Section 1050.1.05 Shop Drawings, Certificates and Equipment Lists.

The Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

3. PLANS AND SPECIFICATIONS

- 3.1. Engineer will furnish up to five (5) sets of Plans and Specifications after award of contract. Contractor shall compensate Engineer for printing costs for additional copies required.
- 3.2. Subcontractors and suppliers will be furnished copies of Plans and Specifications only at request of Contractor. Engineer will be compensated for printing costs by Contractor.

4. SERVICE FACILITIES

- 4.1. The Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

5. MINOR WORK

- 5.1. Any minor work not specifically mentioned in the Specifications as shown on the Plans but obviously necessary for the proper completion of the work shall be considered as being a part of and included in the contract and shall be executed in the proper manner and the Contractor shall not be entitled to extra or additional compensation for the same.

6. WORKING DAYS/COMMUNITY ACTIVITIES

- 6.1. Except for such work as may be required to properly maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.
- 6.2. The following Community Events are scheduled, Contractor is required to coordinate with Owner as needed to allow use of adjacent public property.
 - 6.2.1. None

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1. Provide telephone, attended at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
- 7.2. Provide suitable storage buildings necessary for proper storage of materials and equipment.
- 7.3. Location of all construction facilities, including Project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5. Provide fences, barricades, and/or watch persons to prevent access of unauthorized persons to site where work is in progress.
- 7.6. Provide telephone number(s) at which responsible representatives of Contractor can be reached evenings, weekends and holidays.

8. SOIL BORINGS

- 8.1. None

9. CONSTRUCTION ON HIGHWAY RIGHT-OF-WAYS

- 9.1. All work on this project will be within City Right-of-Way, Easements or Public Property.

10. EMPLOYMENT PRACTICES

- 10.1. Neither the Contractor nor the contractor's Subcontractors shall employ any person whose physical or mental condition is such that this employment will endanger the health and safety of anyone employed on the Project.
- 10.2. The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any Subcontracts:
 - 10.2.1. To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - 10.2.2. To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

11. WORK HOURS

- 11.1. The Contractor will be required to limit the Contractor's work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Friday unless otherwise directed by the Engineer. The schedule assumes a five-day work week. A six-day work week could be allowed with permission from the City.

12. DUST ABATEMENT

- 12.1. The Contractor shall make a reasonable effort to assure dust does not become a problem. The Engineer reserves the right to stop Contractor's operations whenever dust becomes a problem on the Project and direct the Contractor to revise operations to solve the dust problem.

13. QUANTITIES

- 13.1. The Contractor is to realize some of the quantities on this Project are best estimates and may vary from actual conditions at time of construction of the Project. Quantities must be regarded as approximate only, and are given as a guide to the Bidder and for comparison of Bids. The City reserves the right to increase or decrease these quantities as designated in the contract, and the Contractor will be paid for only as much work as the Contractor is required to do by the City at the unit price stated in the Proposal.

14. MAINTENANCE BOND AND WARRANTY PERIODS

- 14.1. The requirements of the Payment, Performance and Maintenance Bond warranty period are modified as follows:
 - 14.1.1 one (1) year(s) warranty and maintenance bond required for the work, from the date of acceptance of the work under contract.

15. CONSTRUCTION STAKING

- 15.1. The City of Swisher, or an authorized representative, will provide all construction staking. The Contractor shall provide 2 Working Day written notice to the Engineer to begin requested survey, staking, or layout work. Subsequent staking shall be requested two working days in advance of the staking needs. Contractor shall be responsible for layout of all other construction items including but not limited to, traffic control, removals, pavement markings, and seeding. One-time staking shall be provided. Any re-staking shall be paid for by the Contractor.

16. PRECONSTRUCTION MEETING

- 16.1. Engineer will schedule a meeting after Notice of Award.
 - 16.1.1. Attendance Required:
 - 16.1.2. Owner
 - 16.1.3. Engineer
 - 16.1.4. Contractor
 - 16.1.5. Contractor's Superintendent
 - 16.1.6. Major Subcontractors

- 16.1.7. Utility Companies
- 16.2. Agenda:
 - 16.2.1. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 16.2.2. List and schedule of submittals/shop drawings.
 - 16.2.3. Designation of personnel representing the parties in Contract and the Engineer.
 - 16.2.4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 16.2.5. Use of premises by Owner and Contractor.
 - 16.2.6. Owner's requirements.
 - 16.2.7. Facilities and controls provided by Owner.
 - 16.2.8. Temporary utilities provided by Owner.
 - 16.2.9. Security and housekeeping procedures.
 - 16.2.10. Scheduling
 - 16.2.11. Procedures for testing
 - 16.2.12. Procedures for maintaining record documents
 - 16.2.13. Project Schedule
- 16.3. Engineer shall record minutes and distribute copies within two days after meeting to participants, with copies to Contractor, Owner, participants, and those affected by decisions made.

17. PROGRESS MEETINGS

- 17.1. Contractor to schedule and administer meetings throughout progress of the Work at maximum monthly intervals or as established at preconstruction meeting.
- 17.2. Contractor to make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within two days to Engineer, Owner, participants, and those affected by decisions made.
- 17.3. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
- 17.4. Agenda:
 - 17.4.1. Review minutes of previous meetings.
 - 17.4.2. Address public concerns and complaints.
 - 17.4.3. Review of Work progress.
 - 17.4.4. Field observations, problems, and decisions.
 - 17.4.5. Identification of problems which impede planned progress.
 - 17.4.6. Review of submittals schedule and status of submittals.
 - 17.4.7. Review of off-site fabrication and delivery schedules.

- 17.4.8. Maintenance of progress schedule.
- 17.4.9. Corrective measures to regain projected schedules.
- 17.4.10. Planned progress during succeeding work period.
- 17.4.11. Coordination of projected progress.
- 17.4.12. Maintenance of quality and work standards.
- 17.4.13. Effect of proposed changes on progress schedule and coordination.
- 17.4.14. Other business relating to Work.
- 17.4.15. Schedule next meeting.

18. PRICE ADJUSTMENTS FOR NONCOMPLIANCE

- 18.1. Every effort should be made to prevent substandard work and/or noncomplying material from being incorporated into the project. However, when work and/or materials are deemed to be noncomplying, the Engineer has the authority in determining if construction work or materials are acceptable and/or within reasonably close conformity to the contract documents. The Engineer will determine where deficient work is to be removed and replaced or left in place with a price adjustment. Price adjustments may be made based on the guide schedules for price adjustments in the Iowa Department of Transportation Construction Manual.

Price Adjustments are occasionally appropriate for issues relating to contract administration. Price adjustments for contract administration issues will be considered for willful or repeated occurrences indicating lack of due consideration on the Contractor's part. In such cases, the following apply:

- The Engineer will provide a clear and concise notification to all parties involved in the incident (This could be verbal or a written noncompliance without price adjustment).
- Subsequent violations would result in additional noncompliance notices and could be reason for price adjustments starting at \$100, then \$250, \$500 etc. (Progressively doubling the amount of each following violation).

Should the Contractor fail or refuse to remove defective work and/or address contract administration issues when so ordered by the Engineer, the Contracting Authority has authority to order the Contractor to suspend further operations and may withhold payment on estimates until such defective work has been removed and replaced and/or construction administration issues addressed in accordance with the contract documents. Continued failure or refusal on the part of the Contractor to promptly correct defective work and/or address contract administration issues will be sufficient cause for the Contracting Authority to declare the contract in default and complete the work in accordance with Division 1, Section 1080 of the SUDAS Standard Specifications.