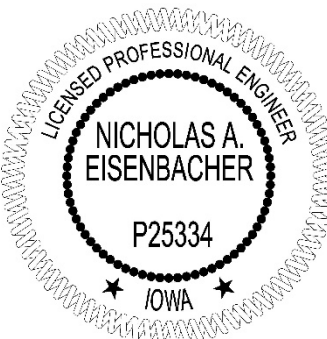
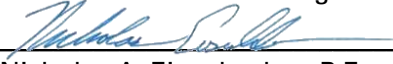


**CITY OF ATKINS TREE REMOVALS**  
ATKINS, IOWA  
S&A PROJECT NO. 124.0021

SEPTEMBER 2024

	<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> <span style="float: right;">9/9/2024</span></p> <p>Nicholas A. Eisenbacher, P.E. <span style="float: right;">Date</span></p> <p>License Number P25334</p> <p>My License Renewal Date is December 31, 2024</p> <p>Pages or sheets covered by this seal:</p> <p><u>ALL</u></p> <hr/> <hr/> <hr/>
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**NOTICE TO BIDDERS**  
JURISDICTION OF CITY OF ATKINS TREE REMOVALS PUBLIC IMPROVEMENT PROJECT

Sealed quotes for the work comprising each improvement as stated below must be filed before **1:30 P.M.** according to the clock the office of **Atkins City Hall**, on **October 1, 2024**, in the office of the **Atkins City Hall, 480 33rd Ave, Atkins, IA 52206**. Quotes may also be submitted via email to the City Clerk at [cityclerk@cityofatkins.org](mailto:cityclerk@cityofatkins.org). Quotes received after the deadline for submission of quotes as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and quotes tabulated at **1:30 P.M.** on **October 1, 2024** at **Atkins City Hall** for consideration by the **Council** at its meeting on **October 8, 2024**.

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

The contract documents may be obtained by contacting The City of Atkins (480 33rd Ave, Atkins, IA 52206; 641-484-3822) or emailing the City Clerk at [cityclerk@cityofatkins.org](mailto:cityclerk@cityofatkins.org).

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

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

General Nature of the Public Improvement

***The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.***

Each bidder shall accompany its quote 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 Atkins** reserves the right to defer acceptance of any quote for a period of sixty (60) calendar days after receipt of quotes and no quote 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 the City of Atkins and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless The City of Atkins 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 Atkins, 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 quotes 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 no later than November 22, 2024. Should the contractor fail to complete the work in this timeframe, liquidated damages of \$500.00 per calendar day will be assessed for work not completed within the designated contract term.

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

This Notice is given by authority of the City of Atkins

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City of Atkins

## **INSTRUCTIONS TO BIDDERS**

Project Name: **City of Atkins Tree Removals**

The work comprising the above referenced project shall be constructed in accordance with the **2024** 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 quote, 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 quote not to be read.

### **I. BID SECURITY**

The bid security must be in the minimum amount of **5%** of the total quote amount including all 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 Atkins** "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. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening quotes, along with the appropriate bid security. Quotes may also be submitted via email to [cityclerk@cityofatkins.org](mailto:cityclerk@cityofatkins.org). 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 following documents shall be completed, signed, and returned together.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Form
- Part G – Identity of Bidder

The following proposal attachments must be completed and attached:

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

## PROPOSAL

### **PROPOSAL: PART A – SCOPE**

The City of Atkins, 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 Atkins City Hall 480 33rd Ave, Atkins, IA 52206, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

#### **PROJECT DESCRIPTION:**

*The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.*

### **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 quote. 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 quote.

**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.

**LUMP SUM PRICE CONTRACTS:** The Bidder must provide the Lump Sum Price on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

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

**PROPOSAL: PART D – GENERAL**

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

1. Reject any or all quotes. 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 quote 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 by November 22, 2024; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred 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 quote price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the quote, 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 quote 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 quote 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 G – IDENTITY OF BIDDER**

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

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

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 quote being read under advisement. A contract will not be executed until the Contractor is registered.

\_\_\_\_\_ Bidder

\_\_\_\_\_ Signature

By \_\_\_\_\_ Name (Print/Type)

\_\_\_\_\_ Title

\_\_\_\_\_ Street Address

\_\_\_\_\_ City, State, Zip Code

\_\_\_\_\_ Telephone Number

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

\_\_\_\_\_ Name

\_\_\_\_\_ Title

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

**PROPOSAL ATTACHMENT: PART C**  
**Project Name: City of Atkins Tree Removals**

**PROPOSAL**

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

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.

*The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.*

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL PRICE
1	Tree Removal Requiring Restoration	Unit	468		
2	Tree Removal Not Requiring Restoration	Unit	434.9		
3	Stump Removal Requiring Restoration	Unit	2.8		
4	Stump Removal Not Requiring Restoration	Unit	4.8		

\_\_\_\_\_ Dollars  
 (amount in words)

(\$ \_\_\_\_\_)  
 (amount in figures)



**BID BOND**

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 quote 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 and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

***The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.***

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

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SURETY:

PRINCIPAL:

By \_\_\_\_\_  
 Surety Company

By \_\_\_\_\_  
 Signature Attorney-in-Fact/Officer

\_\_\_\_\_  
 Printed Name of Attorney-in-Fact/Officer

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Company Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Company Telephone Number

By \_\_\_\_\_  
 Bidder

By \_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 City, State, Zip Code

\_\_\_\_\_  
 Telephone Number

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



CONTRACT NO. \_\_\_\_\_

DATE \_\_\_\_\_

**CONTRACT**

THIS CONTRACT, made and entered into at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, 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 Atkins City Hall. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, **2024** 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 quote 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 for the following described improvements:

***The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.***

The Contractor agrees to perform said work for and in consideration of the Jurisdiction’s payment of the quote 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 by November 22, 2024; and to pay liquidated damages for noncompliance with said completion provisions at the rate of five hundred dollars (\$500.00) for each calendar day thereafter that the work remains incomplete.

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

JURISDICTION

CONTRACTOR

By \_\_\_\_\_

\_\_\_\_\_  
Contractor

(Seal)  
ATTEST:

By \_\_\_\_\_  
Signature

\_\_\_\_\_

\_\_\_\_\_  
Title

FORM APPROVED BY:

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number \_\_\_\_\_ - \_\_\_\_\_ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
  - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor’s responsibility to comply with said Section 91C.7 before commencing this work.
  - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

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

CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of \_\_\_\_\_ )  
 ) SS  
\_\_\_\_\_ County)

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

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

**CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND 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. 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 NO.	ITEM	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL PRICE
1	Tree Removal Requiring Restoration	Unit	468		
2	Tree Removal Not Requiring Restoration	Unit	434.9		
3	Stump Removal Requiring Restoration	Unit	2.8		
4	Stump Removal Not Requiring Restoration	Unit	4.8		

\_\_\_\_\_ Dollars  
 (amount in words)

(\$ \_\_\_\_\_)  
 (amount in figures)



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:

***The City of Atkins Tree Removal project includes the removal of damaged trees located on various City properties and Right-Of-Way. Work includes but is not limited to cutting down and disposing of trees, grinding and removing stumps, surface restoration, and all other incidental items included in the project.***

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.

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 work to be performed under the Contract within the period of 2 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; and
  - 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.



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

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

Witness our hands, in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Surety Countersigned By:

**PRINCIPAL:**

\_\_\_\_\_  
Signature of Agent

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name of Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

**SURETY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Surety Company

\_\_\_\_\_  
City, State, Zip Code

By: \_\_\_\_\_  
Signature Attorney-in-Fact Officer

\_\_\_\_\_  
Company Telephone Number

\_\_\_\_\_  
Printed Name of Attorney-in-Fact Officer

\_\_\_\_\_  
Company Name

**FORM APPROVED BY:**

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Attorney for Jurisdiction

\_\_\_\_\_  
Company Telephone Number

**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.



**NOTICE TO PROCEED**

PROJECT: Tree Removals

OWNER: City of Atkins

DATE: \_\_\_\_\_

TO: Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, \_\_\_\_\_; on or before **the date of contract approval**, and you are to complete the work as follows:

The Contractor shall fully complete the project by **November 22, 2024**. Fully complete shall be defined as all utility, grading, driveways, and sidewalk, and seeding/stabilization construction being completed, with all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of five hundred dollars (\$500) per calendar day will be assessed for work not completed within the designated Contract term(s).

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above Notice to Proceed is hereby acknowledged by \_\_\_\_\_ of

\_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_

Title: \_\_\_\_\_



**SPECIAL PROVISIONS**

The **2024** edition of the Iowa Statewide Urban Design and Specifications (SUDAS), and SUDAS details, are applicable to this project. The purpose of this section is to revise, identify, add, and/or clarify conditions relating to specific bid items on this project.

<b>ITEM NO.</b>	<b>ITEM</b>
1	<b>Tree Removal Requiring Restoration</b> Work for this item shall include, but is not limited to, cutting, trimming, hauling, cleanup of branches, grinding of the stump to 6 inches below grade, cleaning up excess woodchips, and all other associated work with the tree removal process. The ground shall be backfilled with topsoil, seeded with a permanent lawn mixture, and covered with a decomposable erosion mat. Dispose of material from tree and stump removal offsite according to Iowa Administrative Code 567-23.2 and local ordinances. Refer to SUDAS Section 2010 for additional information.
2	<b>Tree Removal Not Requiring Restoration</b> Work for this item shall include, but is not limited to, cutting, trimming, hauling, cleanup of branches, grinding of the stump to grade, cleaning up excess woodchips, and all other associated work with the tree removal process. Dispose of material from tree and stump removal offsite according to Iowa Administrative Code 567-23.2 and local ordinances. Refer to SUDAS Section 2010 for additional information.
3	<b>Stump Removal Requiring Restoration</b> Work for this item shall include grinding of the stump to 6 inches below grade, cleaning up excess woodchips, and all other associated work with the stump removal process. The ground shall be backfilled with topsoil, seeded with a permanent lawn mixture, and covered with a decomposable erosion mat. Dispose of material from stump removal offsite according to Iowa Administrative Code 567-23.2 and local ordinances. Refer to SUDAS Section 2010 for additional information.
4	<b>Stump Removal Not Requiring Restoration</b> Work for this item shall include, but is not limited to grinding of the stump to grade, cleaning up excess woodchips, and all other associated work with the tree removal process. Dispose of material from stump removal offsite according to Iowa Administrative Code 567-23.2 and local ordinances. Refer to SUDAS Section 2010 for additional information.

**END OF SECTION**





2024 Bid Notes	ROW or City Owned Property	Arbor Care ID	Address	Address Notes	Species	DBH (in)	Canopy Condition	Height	Unit (per SUDAS 2010-108-A)
<b>Removals Requiring Restoration</b>									
1	ROW	3	211 Second Ave		Red Maple	19.5	50	35	22
2	ROW	5	SE Corner of Second Ave & First St	Water Treatment Plant	Green Ash	18	40	40	13.5
Stump Only	ROW	6	122 Main Ave	NE Corner of Main Ave & Second St	Green Ash	8	60	50	2.8
3	ROW	7	122 Main Ave	NE Corner of Main Ave & Second St	Green Ash	20	60	50	22
4	ROW	8	122 Main Ave	NE Corner of Main Ave & Second St	Green Ash	32	60	50	50
5	ROW	14.5	122 Main Ave	Second Street Side	Green Ash	22	57	45	22
6	ROW	3N	329 First Ave		Green Ash	21	50	60	22
7	ROW	4S	329 First Ave		Green Ash	28	50	60	29
8	ROW	10	109 first Ave		Pin Oak	26	5	60	29
9	ROW	11	88 First Ave	Evergreen Apartments	Green Ash	28	50	70	29
10	ROW	14	121 Main Ave	Second St Side of PresbyChurch, West tree. By alley	Norway Maple	18	50	45	13.5
11	ROW	15	222 Main Ave	Third Street Side	Norway Maple	18	35	25	13.5
12	ROW	17	121 Second Ave		Green Ash	20	50	50	22
39	COP	5D	326 Second Ave Main Park		Green Ash	22		45	22
13	COP	6A	A Ave and 3rd St Primrose Park	West side of park	Green Ash	31		50	50
14	COP	6B	A Ave and 3rd St Primrose Park	West side of park	Green Ash	20		50	22
15	COP	6C	A Ave and 3rd St Primrose Park	Southeast corner of park	Green Ash	26		60	29
16	COP	6D	A Ave and 3rd St Primrose Park	Southeast corner of park	Green Ash	21		50	22
17	COP	6E	A Ave and 3rd St Primrose Park	Southeast corner of park	Boxelder	19		45	22
18	COP	6F	A Ave and 3rd St Primrose Park	Southeast corner of park. Double trunk	Boxelder	16		45	13.5
<b>Total Clearing and Grubbing</b>									<b>468</b>
<b>Total Grubbing</b>									<b>2.8</b>
<b>Removals not requiring restoration</b>									
1	COP	6G	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	15		50	9.4
2	COP	6H	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	10		25	6.7
3	COP	6I	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	7		25	3.9
4	COP	6J	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	10		40	6.7
5	COP	6K	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	20		40	22
6	COP	6L	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	20		45	22
Stump Only	COP	6M	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	10		45	4.8
7	COP	6N	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	12		45	6.7
8	COP	6O	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	6		25	3.9
9	COP	6P	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	6		35	3.9
10	COP	6Q	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	8		25	3.9
11	COP	6R	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	16		50	13.5
12	COP	6S	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	12		50	6.7
13	COP	6T	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	3		10	3.9
14	COP	6U	A Ave and 3rd St Primrose Park	North end, East of creek, Double leader	Green Ash	20		50	22
15	COP	6V	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	10		40	6.7
16	COP	6W	A Ave and 3rd St Primrose Park	North end, East of creek	Green Ash	10		40	6.7
17	COP	6X	A Ave and 3rd St Primrose Park	North end, East of Creek, Triple leader	Green Ash	20		55	22
18	COP	6Y	A Ave and 3rd St Primrose Park	North end, West of creek	Green Ash	10		40	6.7
19	COP	6Z	A Ave and 3rd St Primrose Park	North end, West of creek	Green Ash	16		50	13.5
20	COP	8A	2nd Street Trail Park		Green Ash	16" total in 4 stems		60	13.5
21	COP	8B	11 Northview Avenue - City Shop area		Green Ash	24" total in 4 stems		45	22
22	COP	1A	11 Northview Avenue - City Shop area		American Elm	12		40	6.7
23	COP	1B	242 Trail	South Side of Trail	American Elm	20		60	22
24	COP	T1	242 Trail	South Side of Trail	Cottonwood	24		80	22
25	COP	T2	242 Trail	North Side of trail	Cottonwood	24		100	22
26	COP	T3	242 Trail	North Side of trail	?	14		30	9.4
27	COP	T4	242 Trail	North Side of trail	Cottonwood	36		100	50
28	COP	T5	242 Trail	North Side of trail	Cottonwood	14		50	9.4
29	COP	T6	242 Trail	North Side of trail	Cottonwood	30		100	29
30	COP	T7	242 Trail	South Side of Trail	Cottonwood	24		90	22
31	COP	T8	242 Trail	South Side of Trail	Weeping Willow	12		35	6.7
32	COP	T9	242 Trail	North Side of trail	Mulberry	14		30	9.4
<b>Total Clearing and Grubbing</b>									<b>434.9</b>
<b>Total Grubbing</b>									<b>4.8</b>