



PURCHASING DIVISION  
(712) 890-5267

July 8, 2019

The City of Council Bluffs is seeking bids to establish the cost of a service utility body for a City-provided truck. The chassis will be a 2020 5500 Series 4x4 with an 84 inch CA. Unit bid shall be new and standard in all respects, except as specified otherwise and shall have all standard equipment as generally advertised. This unit will be used by the Fleet Maintenance Division on a daily basis. Once the City knows an anticipated delivery date, the winner of this bid will be notified. The bid winner will also be notified once the City has taken possession of the vehicle and will have 5 business days to begin the work as described under this contract.

Once work commences, the Bidder will have 120 days to complete the unit.

For the purpose of this bid, the following documents shall be submitted:

1. Bidder Proposal Form/ List of Deviations/Exceptions, if applicable.
3. Specifications marked with either comply or exception
4. 5% bid deposit if bid amount is over \$25,000.00
5. Statement of Intent / Nondiscrimination and Equal Opportunity

Legal Notice: Sealed bids will be received for the following:

#### SERVICE TRUCK BODY

The above shall be in strict accordance with City Specifications and Agreements now on file in the City Purchasing Office, City Hall.

Each bidder must submit bids on the Bidder's Proposal Form furnished by the City, and the same shall be properly signed by an executive member of the firm. Sealed bids shall be returned to the **Public Works Operations Facility, 1001 10<sup>th</sup> Ave, Council Bluffs, IA, 51501**, no later than **10:00 a.m. on July 31, 2019** clearly marked "FY20-1 SERVICE TRUCK BODY." Pricing shall remain in effect for 45 days after the bid opening.

In accordance with the Affirmative Action Program of the City of Council Bluffs, Iowa, Executive Orders 11246 and 11375, Titles VI and VII of the Civil Rights Act of 1964, the Iowa Civil Rights Act of 1965 and Chapter 216, Code of Iowa 2019, all successful bidders entering into contracts on behalf of the City exceeding \$10,000 are required to have an approved nondiscrimination and equal opportunity statement and an approved affirmative action program. All bidders are required to submit a signed Statement of Intent/Nondiscrimination and Equal Opportunity.

**AGREEMENT**

The entire contents of this agreement shall become a part of the contract or purchase order. In case of discrepancy between the contents of the contract documents, the following items listed by descending order shall prevail:

Contract  
Addendum(s)  
Legal Notice  
Agreement  
Specifications, Plans and Drawings  
Proposal(s)  
Statement of Intent/Nondiscrimination

1. Bids will be received and awarded on a firm price basis.
2. The City reserves the right to reject all bids and re-bid in the best interest of the City.
3. The City reserves the right to discontinue the purchase of any item or service proven unsatisfactory and purchase elsewhere.
4. Each bidder and the City recognize the Legal Notice to Bidders as part of the Agreement.
5. It is mutually understood by the City and the bidders that in all cases the City of Council Bluffs specifications will supersede any attached deviations from the specifications by the bidders unless said deviations are specifically noted in the proper location on the City's Bidders Proposal Form as furnished.
6. **ERRORS IN BIDS:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in bidding prices or in preparation of bid otherwise, will not relieve the bidder from compliance. Therefore, bidders are cautioned to check their bid for possible errors. Errors discovered after public opening cannot be corrected and the bidder will be required to accept award if offered.
7. **TIE BIDS:** If two (2) or more City resident bidders submit identical bids, the decision of the City to make award to one (1) or more such bidders shall be final.
8. **BID DEPOSIT:** Each bid in excess of \$25,000.00 must be accompanied by a bid bond totaling 5% of the bid amount. The bid amount is the sum of the four items listed in this bid. The bid bond will be returned to any companies that are not awarded the bid immediately after bid award. Bid winners' bonds will be returned upon execution of the agreement.
9. **PICK UP AND DELIVERY:** Net price shall include picking up the chassis at 901 10<sup>th</sup> Ave. Council Bluffs, IA 51501 and delivery of the unit to the same address, once completed. Delivery time must be filled out on the Bidder Proposal Form.
10. It shall be the responsibility of the successful bidder(s) to notify the City Purchasing Officer, in writing, if there becomes any reason the specified delivery time cannot be met. The City reserves the right to assess any costs incurred by the City due to late delivery to the successful bidder(s).
11. All exceptions to the specifications must be clearly itemized in the proper location on the bid proposal form, or state on the proposal form "see attached" for exceptions. Each exception will be considered by the City as to the degree of impact and total effect on the bid. All items not listed as exceptions shall be supplied to specification.

12. No addenda shall be considered valid except those issued in writing from the City of Council Bluffs.

13. **INDEMNIFICATION:** Contractor shall: (1) faithfully perform said Contract on Principal's part and satisfy all claims and demands incurred for the same; (2) fully indemnify and save harmless the Owner from all costs and damages which said Owner may suffer by reason of failure to do so; and (3) fully reimburse and repay said Owner all outlay and expenses which said Owner may incur in making good any default.

The Contractor shall protect, defend, indemnify and save harmless the Owner, the Architect/Engineer and their officers, collectively referred to as "Indemnitees", from and against costs and suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses, including in part attorney fees, incidental to the defense of such suits, actions, claims, sickness, including death, to any person, or damage to property, including in part the loss of use resulting there from, arising from any act or omission of the Contractor, or his employees, servants, agents, subcontractors or suppliers, or anyone else under the Contractor's direction and control, and arising out of, occurring in failure of performance of any work or services called for by the Contract, or from conditions created by the performance or non-performance of said work or services. The Contractor's indemnification hereunder shall apply without regard to whether acts or omissions of one or more of the Indemnitees would otherwise have made them jointly or derivatively negligent or liable for such damage or injury, expecting only that the Contractor shall not be obligated to so protect, defend, indemnify and save harmless if such damage or injury is due to the sole negligence of one or more of the Indemnitees.

14. **INSURANCE:** Contractor, and any Subcontractors utilized by Contractor herein, shall obtain insurance naming the City of Council Bluffs as additional insured in the minimum amounts and areas of coverage as stated in this section and shall maintain such coverage throughout the duration of this agreement. Prior to commencing any work or services in accordance with this agreement, Contractor, and any Subcontractors utilized by Contractor herein, shall provide a current Certificate of Insurance as part of this agreement AND the City shall have accepted the same by written approval to Contractor and/or Subcontractor.

The Certificate of Insurance must stipulate 30 days' notice of cancellation from the insurance company. Furthermore, Contractor, and any Subcontractors utilized by Contractor herein, agree and understand that any subrogation under the agreement is hereby waived in favor of the City. Contractor shall not alter or otherwise change any current insurance coverage submitted under this agreement without prior written approval from the City.

**General Liability:** The Contractor's General Liability policy shall provide for an unimpaired General Aggregate pursuant to this section. The Contractor's insurance coverage shall be primary and noncontributory to any valid and/or collectible excess insurance coverage carried by or available to the City, and shall carry the following minimum levels and areas of coverage:

The General Liability Policy shall have limits of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 Aggregate. The Commercial General Liability provides: (1) Bodily Injury and Property Damage Liability; (2) Personal and Advertising Injury Liability; (3) Contractual Liability covering this contract; (4) Independent Contractors' Liability; (5) Premises and Operations, with the City of Council Bluffs named as Additional Insured; (6) Completed Operations, with the City of Council Bluffs named as Additional Insured.

**Worker's Compensation Insurance and Employer's Liability Insurance:** The Contractor, and any Subcontractors utilized by Contractor herein, shall provide applicable statutory Worker's Compensation and Employers Liability Insurance. In the event that Worker's Compensation and Employers Liability Insurance is not required by statute or is otherwise deferred, such party shall

execute a Worker's Compensation Release Form prior to commencing any work or services in accordance with this agreement.

**Commercial Automobile:** The Contractor, and any Subcontractors utilized by Contractor herein, shall provide coverage for all owned, non-owned, leased, rented, or borrowed vehicles with injury minimum limits of at least \$1,000,000.00, with the City of Council Bluffs named as additional insured.

The Contractor shall be responsible for any deductibles associated with the above policies, and shall bear all loss to the Contractor's equipment, supplies, and vehicles.

15. Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the City. The Contractor (bidder) shall be fully responsible to the Purchaser (City of Council Bluffs) for acts and omissions of any and all subcontractors.
16. SALES TAX EXEMPT: Bid prices shall not include state or federal taxes from which the City of Council Bluffs is exempt. An exemption certificate will be furnished upon request.
17. INVOICING/PAYMENT: All invoices shall be directed to Finance: Accounts Payable, 209 Pearl Street, Council Bluffs, IA, 51503, or emailed to [purchasing@councilbluffs-ia.gov](mailto:purchasing@councilbluffs-ia.gov). Invoices will be paid within 30 business days from receipt of invoice.
18. QUESTIONS: Any questions regarding this bid shall be submitted via e-mail to [kriebe@councilbluffs-ia.gov](mailto:kriebe@councilbluffs-ia.gov) by July 24, 2019 at 2:00 p.m. Any questions received via phone, in person, or after that deadline will not be addressed by any city personnel. Answers to those questions will be posted on the city's website, [www.councilbluffs-ia.gov](http://www.councilbluffs-ia.gov), no later than 3:00 p.m. July 25, 2019.

## SPECIFICATIONS

Any requests for equivalent products must be submitted by the questions deadline so the City has an opportunity to notify bidder if the request is acceptable, or not. If an exception to the specifications below is approved and Bidder is taking exception, exception must be listed on Bidder Proposal Form.

**The following are *minimum* specifications for the unit described. All features below shall be furnished, incorporated and installed into a complete unit ready for operation upon delivery.**

### (1)UTILITY BODY

- 1.1 BODY SIZE: Standard 132 inch crane reinforced body to fit a one ton Chassis/Cab with a 84 CA, Dual Rear Wheel Chassis.
- 1.2 BODY SHELL: The body shell is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The compartment tops and backs are to be a one-piece seamless design. All doors, door openings, drip rails, and other exposed steel edges are to be hemmed for strength, safety, and resistance to corrosion. Compartment floors and end panels must be minimum 12 gauge steel with 14 gauge double panel reinforced compartment doors
- 1.3 COMPARTMENTS: Compartments to be minimum 40" high with 60" high curb side front vertical compartment with automotive quality 3 point T-handles.
  - 1.3.1 Street side front vertical compartment to have a Steel painted heavy duty 7 drawer tool box unit with 3 – 3" high drawers, 3 – 5" high drawers, and 1 – 7" high drawer and include 4 drop in dividers per drawer.

- 1.3.2 Curb side front vertical compartment to have (2) gas bottle retainers with both the top and bottom panels vented for air circulation. It also shall have (2) swivel hook, inner wall and (3) adjustable, 250 lb. maximum load capacity divider shelves.
  - 1.3.3 Street side 2nd vertical compartment to have (2) adjustable, 250 lb. maximum load capacity divider shelves with (4) dividers each, (2) 7" drawers located at the bottom.
  - 1.3.4 Curb side 2nd vertical compartment to have (2) adjustable, 250 lb. maximum load capacity shelves with (4) dividers each.
  - 1.3.5 Street side horizontal compartment has Sortimo storage containers
  - 1.3.6 Curb side horizontal compartment to have adjustable divider shelf with (8) dividers.
  - 1.3.7 Street side rear vertical compartment to have (2) adjustable, 250 lb. maximum load capacity divider shelves with (4) dividers each.
  - 1.3.8 Curb side rear vertical compartment to have (1) fixed shelf and polyethylene drip pan to manage water from pedestal crane.
- 1.4 FLOOR: 3/16" tread plate floor and 1/8" tops and backs that are full-seam continuous welded.
  - 1.5 TIE-DOWNS: (6) Recessed cargo D-ring tie downs installed in floor with a combined 6,000 lb. maximum capacity and a 2,000 lb. working load limit.
  - 1.6 HANDLES: (2) Heavy duty aluminum grab handles located on both sides at the rear of the body.
  - 1.7 BUMPER: 21" Work surface bumper with through compartments operated by automotive grade 1 point T-handles, to include a vise plate and 2 1/2" receiver tube. Removable vise plate to be located in two locations on work surface bumper. (2) Grip strut flex steps mounted on the bottom of the work surface bumper on both sides. 7 way standard trailer plug to be mounted on rear bumper.
  - 1.8 VICE: 6 inch, swivel base Wilton vice to be mounted on work surface bumper.
  - 1.9 WELDER PLATE: Welder bracket mounting plate installed on street side compartment top towards the rear for easy welder installation. Welder bracket must be compatible with numerous welders.
  - 1.10 TAILGATE: The tailgate is to be constructed of 14-gauge two-sided A40 Galvanneal steel. The tailgate is to be a minimum of 16" high and be a slam-latchable style. In the open position, the tailgate shall be level with the cargo floor. The tailgate shall not have any cables, chains, or bars to support it in the open position so it can be used as a work surface for objects wider than the tailgate.
  - 1.11 MASTER LOCKING SYSTEM: Secures one entire side of compartments with one easy motion and a padlock.
  - 1.12 HINGES: Corrosion resistant all stainless steel continuous hinges are to be installed to provide full length support for the doors and pry-proof security with a built-in weather shield. Hinges are to be spot-welded to the doorframes.
  - 1.13 ROTARY LATCHES: Corrosion resistant rotary latches shall be secured to the door panels by four threaded studs attached to the back of the latches. Latches must have zinc die cast handles with a brushed chrome finish that provides ample hand clearance. The rotary latches are to be slam-latchable. The latching cams are to be elongated to allow the latches to move vertically relative to the lock strikes to prevent torsional damage. Microcellular urethane foam gaskets are to be installed between the latch flange and the outer door skin to prevent moisture from entering behind the latch.

- 1.14 DOOR STRIKERS: Adjustable strikers are to be affixed to the doorframes with screws. Welded-on door strikers are not acceptable.
- 1.15 DOOR SEALS: Automotive "bulb type" neoprene door seals are to be installed by the manufacturer of the body on all doorframes.
- 1.16 DOOR RETAINERS: Double spring over center door retainers are to be installed on all vertical doors. Door retainers need to hold doors in positive open or closed position. Other types of retainers, like cables or chains, are not acceptable for vertical doors. Horizontal doors are to be secured in an open position parallel to the ground by heavy-duty chain retainers. The chain retainers must be easily removable so that the door can be opened to a full 180 degrees to be able to access the compartment in tight areas.
- 1.17 EXTERIOR PRIME PAINT: The body is to be completely immersed in electrodeposition gray epoxy prime paint featuring a zinc phosphate precoat and seal for additional corrosion protection. Prime paint is to be oven cured to provide a hard durable finish.
- 1.18 PAINT: Entire body must be painted with 3 mils of primer and 3 mils of IDOT "Omaha Orange" topcoat paint. Known acceptable colors are International 0311, Freightliner N6389EA, GM9W4; other manufacturer's color must be approved. Interior paint is to be a mid-gloss, mar resistant, light gray or white finish.
- 1.19 UNDERCOATING: The body is to be completely undercoated by the body manufacturer using a water base acrylic.
- 1.20 SPRAY IN BED LINER: Commercial grade spray-on bed liner applied to cargo floor, sides, compartment tops, bulkhead, tailgate, rear bumper, and front end panels.
- 1.21 CAB PROTECTOR: Weld on cab protector with fully punched window.
- 1.22 INSTALLATION: The manufacturer of the body is to supply a recommended installation process along with detailed installation instructions that conform to all applicable Federal Motor Vehicle Safety Standards. Rear body-to-chassis mounting brackets need to incorporate bumper support as well as provide FMVSS 301 protection. Furthermore, the manufacturer of the body is to supply an owner manual describing the proper care and maintenance of the body for the user.
- 1.23 WARRANTY: The following items are to be covered by a minimum six (6) year limited warranty to the first owner/user of record.
  - 1.23.1 No Rust-Thru Guarantee
  - 1.23.2 Continuous Door Hinges –Guaranteed not to fail or come off product
  - 1.23.3 Latches and Lock Cylinders –Unconditional guarantee against failure
  - 1.23.4 Shelves –Guaranteed not to fail in bending under a maximum 250 lb. rated load
- 1.24 LIGHTING: Lighting is to meet all FMVSS standards. The wiring harness is to be encased in a plastic loom and all wires are to be colored for ease of troubleshooting. The wire harness must have connectors that are compatible with Dodge, Ford, and GM chassis without splicing. The stop/tail/turn and backup lights are to be surface mounted in the rear of the body. All marker, clearance, and R.I.D. lighting is to be LED type lighting. Incandescent lights in any of these locations is not acceptable.

- 1.25 AUXILARY LIGHTING: (4) LED 1200 lumen work lights with fully adjustable bases, (2) to be installed rearward facing on top of cab protector, (2) to be installed on top of horizontal side compartments.
- 1.26 STROBES: (2) Rear 6 inch oval amber strobes lights mounted on rear of cabinets. (2) Surface mounted strobe lights on front chassis grill. All warning lights to be controlled by one in cab switch clearly marked. All electrical connectors must be of the Weather Pack brand fully sealed type. Solder joints, butt connectors wire splicing will not be accepted.
- 1.27 CAUTION LIGHTING: Federal Signal Highlighter LED light bar for front of body to be mounted on an Acari brand drill-free rooftop mounting platform.
- 1.28 DIRECTIONAL LIGHTING: Federal Signal LED Signal Master 8HD (part # SL8S-A) to be mounted on top of cab protector.
- 1.29 COMPARTMENT LIGHTING: All utility body compartments shall be equipped with LED interior lighting with one cab mounted switch to illuminate all compartments.
- 1.30 BACK-UP ALARM: Audible alarm that engages when vehicle is put into reverse.
- 1.31 BACK-UP CAMERA: Factory camera to be relocated in rear bumper.
- 1.32 MUDFLAPS: Rubber mud flaps to be mounted aft of rear wheels.

**(2) WELDER/COMPRESSOR/JUMP STARTER**

- 2.1 Unit shall be a Miller Trailblazer 302 Air Pack w/ GFCI, Electric Fuel Pump MFG Part #907549 or equivalent.
- 2.2 COVER: Unit to have full protective cover to protect from elements.
- 2.3 LOCATION: Unit to be mounted on top of left rear compartment on welder plate.
- 2.4 COMPRESSOR: Rotary- Screw type with minimum of 30 CFM, 100% duty cycle, 80-150 PSI.
- 2.5 CURRENT TYPE: AC / DC 10-300 amp welder capability, minimum 12,000 watts peak generator power. 120 VAC and 240VAC receptacles with circuit breakers.
- 2.6 BATTERY CHARGER: Selectable 12/24 V DC, minimum 400 amp jump start capability.
- 2.7 ENGINE: Minimum 27 hp. at 3,600 RPM with 12 gal. fuel tank outfitted with a low oil pressure shutdown.
- 2.8 JUMP CABLES: 25' Battery charge/jump cables with an additional 25' extension cables.
- 2.9 WELD CABLES: 100' #3/0 weld cable with 300 amp Electrode holder.
- 2.10 GROUND CABLE: 50' ground cable with 500 amp copper ground clamp.

2.11 AIR HOSE: 50' x 1/2" hose reel and roller fairlead through the curb side rear compartment.

**(3) CRANE**

- 3.1 GENERAL DESCRIPTION: The crane shall be a pedestal mounted service crane that operates on 12 volt D.C. battery power. It shall have a single line capacity of 2500 lbs. and a 5000 lb. capacity with a 2 part line. The maximum overturning moment rating is 25,000 ft. lbs.
- 3.2 TELESCOPING BOOM: The boom shall telescope to provide a horizontal reach range of 10 ft. to 20 ft. using a 6 ft. hydraulic power extension section and a 4 ft. manual extension section.
- 3.3 POWER EXTENSION: The boom shall be extended by a double-acting hydraulic cylinder with an integral counterbalance valve to prevent the boom from retracting should a loss of hydraulic pressure occur. The cylinder shall be mounted inside of the boom.
- 3.4 BOOM ELEVATION: The boom elevation angle range shall extend from 8 degrees below horizontal to 75 degrees above horizontal. The boom shall be elevated by a double acting hydraulic cylinder with integral counter balance valve to prevent boom from lowering should a loss of hydraulic pressure occur.
- 3.5 SHEAVES: The boom end load hoisting sheave shall be made of polymer composite material and have a pitch diameter of at least 18 times the 5/16 wire rope diameter per ANSI B30.5. Sheave bearings shall be made of maintenance free composite material.
- 3.6 CAPACITY CHARTS: Easy to read Capacity Charts with indicator arrows showing boom angles and capacities for various reaches shall be located on each side of the boom.
- 3.7 HYDRAULIC POWER UNIT: An electric / hydraulic power unit shall include a pressure relief valve and supply fluid to a valve manifold controlling boom elevation, rotation and extension functions.
- 3.8 WINCH POWER UNIT: The winch power unit shall be electric powered with a cam actuated disc brake that releases in either direction.
- 3.9 WINCH DRUM: Winch drum first layer wire rope pitch diameter shall be at least 18 times the 5/16 wire rope diameter per ANSI B30.5. The winch drum shall have flanges and guards that prevent the wire rope from getting off of the drum. The winch drum shall have sufficient capacity to allow up to 100 ft. of 5/16 wire rope to be used.
- 3.10 WIRE ROPE: The standard 7 x 19 5/16 in. galvanized aircraft wire rope shall be 75 ft. long and fitted with a 1-1/2 ton carbon steel eye hook with safety latch. The wire rope shall have a minimum breaking strength of 9800 lbs. or more than 3-1/2 times the 2500 lb. rated single line capacity per ANSI B30.5.
- 3.11 SNATCH BLOCK: The crane shall be supplied with a snatch block that will allow quick conversion from single to two part line operation. The snatch block shall be provided with a 3 ton carbon steel swivel hook with safety latch.
- 3.12 REMOTE CONTROL: The crane shall have a remote control pendant with environmentally sealed switches, a switch bat guard, a hook for hanging the pendant, and a 25 ft. cord. The cord shall have a plug so that it can be unplugged from the crane when not in use. The socket that receives the plug shall be mounted in the service body compartment or mounting pedestal below the crane. The pendant shall be convenient to hold and operate with one hand.



- 3.13 ROTATION: The electric / hydraulic powered rotation system shall have positive mechanical stops to limit the rotation to a maximum of 360 degrees.
- 3.14 OVERLOAD SENSING SYSTEM: It shall have an overload sensing system that disables Winch Up, Boom Down, & Boom out when an overload situation is encountered.
- 3.15 ELECTRICAL INSTALLATION: For electrical installation a #2 x 25 ft. battery cable, a #2 x 8 ft. ground cable fixed to the crane, and a master disconnect switch shall be provided.
- 3.16 OUTRIGGERS: Unit shall be equipped with hydraulic out/ hydraulic down at curbside and hydraulic down on street side.
- 3.17 WARRANTY: The manufacturer shall warrant the crane for one year from the date the City takes possession.

**(4) LUBE SKID**

- 4.1 TANKS: Unit shall have (2) Steel 40-gallon new oil tanks with filler breather caps & sight gauges. (1) Steel 80-gallon salvage oil tank w/ prevent cap.
- 4.2 PUMPS: Graco or equivalent pumps for new oil (3:1 or 5:1) Graco or equivalent 1050 diaphragm salvage pump w/ 4-way valve for evacuation and discharge of salvage tank.
- 4.3 REELS: (2) 50'x 1/2" new oil reels mounted on LH cabinet or top of skid. (1) 35'x 1/2" salvage oil reel. (Location's to be determined during build).
- 4.4 DIMENSIONS: To be no larger than 48"W x 36"D x 48"H
- 4.5 LOCATION: to be mounted directly behind Fuel Transfer Tank.

**(5) FUEL TRANSFER TANK**

- 5.1 TANK & PUMP: Will be supplied by City Fleet Division.
- 5.2 REEL & HOSE: Will be supplied by City Fleet Division. Location to be determined by City.
- 5.3 ELECTRICAL: Necessary wiring and circuit protection to be provided by bidder.
- 5.4 LOCATION: To be mounted directly behind Cab Protector on bed floor.



BIDDER PROPOSAL FORM

BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

By signing this form, I acknowledge all questions & answers and addenda released by the City of Council Bluffs.

SIGNATURE: \_\_\_\_\_

**NET BID AMOUNT** \$ \_\_\_\_\_

Cashier's check, certified check or bid bond amount \$ \_\_\_\_\_

Delivery time after receipt of City's official Notice of Award \_\_\_\_\_

**EXCEPTIONS:** All approved exceptions to the specifications must be itemized and clearly explained below. All items not listed as exceptions shall be built per specification. Please use an extra sheet if necessary.

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STATEMENT OF INTENT / NONDISCRIMINATION

AND EQUAL OPPORTUNITY

The Contractor does hereby certify to the City of Council Bluffs, Iowa, that no person in any way be favored or discriminated against because of his race, creed, color, sex, sexual orientation, gender identity, national origin, political or religious affiliations.

We agree to file with the City and maintain an acceptable Affirmative Action Program for federally assisted contracts equal to or in excess of \$10,000, and an Equal Opportunity Policy Statement for federally and non-federally assisted contracts in amounts less than \$10,000. It is understood that noncompliance with any of the aforementioned stipulations will subject any and all existing contracts with the City to suspension, termination or cancellation.

Bidders are advised should your organization be awarded a contract by the City exceeding \$10,000, you will be required to submit a copy of your current Affirmative Action Plan or complete the City's Affirmative Action Program format to contract execution.

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COMPANY

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EXECUTIVE OFFICER

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EQUAL OPPORTUNITY OFFICER

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Address and Telephone Number of Equal  
Opportunity Officer

AGREEMENT

TO BE FILLED OUT UPON BID AWARD

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY OF COUNCIL BLUFFS, IOWA, hereinafter referred to as "Owner" and \_\_\_\_\_, hereinafter referred to as "Contractor", with said agreement to be effective when approved and executed by the Owner.

Whereas the Contractor on the \_\_\_\_\_ day of \_\_\_\_\_, did submit a proposal to the Owner of certain Plans and/or Specifications entitled \_\_\_\_\_

\_\_\_\_\_ a copy of which Proposal is attached and made part hereof, the parties hereto do hereby, in consideration of the mutual covenants hereinafter contained, agree with each other as follows:

1. The Contract Documents include the Notice to Bidders, Instruction to Bidders, General Conditions, Supplemental Specifications, Special Provisions, Proposal, Agreement, Proof of Insurance, Standard Details, Drawings, Addenda and Modifications are a part of this Contract the same as if each had been fully set out and attached hereto.
2. The Contractor agrees to furnish all materials and/or labor, mechanics for labor, tools, materials and equipment to complete the work under this contract in a good workmanlike manner in accordance with the Plans and Specifications.
3. The Owner agrees to pay the Contractor in accordance with the provisions of said specifications and the accepted proposal.
4. It is mutually agreed by each party hereto that all provisions of said plans and specifications shall be strictly complied with the substitutions or changes in said plans and specifications shall be made except upon written consent of the Owner, and such allowance shall in no manner be construed to release either party from any specified or implied obligation of said plans and specifications.
5. The Contractor shall deliver the materials and/or complete the work under this Contract within the time allotted by the Special Provisions or by an approved extension thereof. If the Contractor shall fail to do so, the Contractor agrees to pay the Owner as liquidated damages, and not as a penalty, the sum of \$50 for each and every day of a missed delivery deadline for work under this contract. The City has the right to utilize a different vendor and/or qualified contractor to complete the work.
6. As consideration for the successful performance and compliance with the Conditions, Owner shall pay to the Contractor the amount as agreed upon for the delivery of materials and/or completion or work as agreed in the bidder's Proposal Form. Payment to be made upon billed delivery and/or completion of the work as provided.
7. To the extent allowed or imposed by law, the Contractor shall defend, indemnify and hold harmless the City of Council Bluffs, including its agents and employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person, for any matter relating to or arising out of the Contractor's wrongful, negligent or otherwise illegal performance of Contractor's obligations under this Agreement.
8. This agreement may only be modified by WRITTEN mutual agreement executed by both Owner and Contractor.

IN WITNESS WHEREOF, we the contracting parties by our agents hereto affix our signatures.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_  
at 209 Pearl Street, Council Bluffs, Iowa 51503.

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Executed for Contractor By: \_\_\_\_\_

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

ATTEST: (Witness) By: \_\_\_\_\_

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

Executed for Owner: By: \_\_\_\_\_

Director of Department

ATTEST: (Witness) By: \_\_\_\_\_

(if required) Insurance Approved By: \_\_\_\_\_

Risk Manager