PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

______________________________________

(Here insert the name and address or legal title of the Contractor)
a Principal, hereinafter called the Contractor, and

______________________________________

(Here insert the legal title of Surety)
as surety, hereinafter called the Surety, are held and firmly bound unto

______________________________________

(Here insert the name and address or legal title of the Owner)
as obligee, hereinafter called the Owner, in the amount of

DOLLARS ($                              ) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has by written agreement dated _________________, ______, entered into a Contract with the Owner for_______________________________________________________________
In accordance with drawings and specifications prepared by ___________________________________
which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

I. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

II. Whenever the Contractor shall be, and is declared by the Owner to be, in default under the Contract, the Owner having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions or,

B. Obtain a bid or bids for submission to the Owner for completing the Contract in accordance with its terms and conditions and upon determination by the Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

III. The Contractor and their Surety shall, in accordance with the provisions of the Code of Iowa, be obligated to keep the improvements covered by this bond in good repair for a period of years from the date of acceptance of the improvements by the Owner.

IV. Any suit under this bond must be instituted before the expiration of years from the date on which final payment under the Contract falls due.

V. No right of action shall accrue to or form the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.
IT IS A FURTHER CONDITION OF THIS OBLIGATION that the principal and surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the Contract on account of which this bond is given. The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

SIGNED AND SEALED THIS _____ DAY OF ______________, AD ______. IN THE PRESENCE OF:

Witness

Principal

Witness

Title

Surety

Title

Rev 1-1-07
Special Conditions
Affirmative Action Compliance

The City of Ames Affirmative Action Program states that, “all contractors, subcontractors, vendors, and suppliers doing business on a non-emergency basis with the City or any agency of the City, under which the contract value of said business between the City and Contractor equals or exceeds twenty-five thousand dollars ($25,000.00), shall place on file with the City a statement of Nondiscrimination Policy which is satisfactory to the Affirmative Action Officer of the City”.

In order to comply with the aforementioned, the enclosed statement, “Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program”, must be completed, signed by an official who is authorized and empowered to sign for and enter into binding agreements on behalf of the company.

The statement must be returned to Deb Schildroth, Contract Administration Officer, City of Ames, Iowa, identifying the Invitation to Bid to which it pertains. The forms need not be returned with the bid but must be approved prior to execution of the successful bidder’s contract. An approved Affirmative Action Compliance form is valid for all City of Ames projects bid by that firm for a period of one year from the date of approval.

Questions on this requirement should be addressed to Deb Schildroth, Assistant City Manager, City of Ames, 515 Clark Avenue, Ames, Iowa 50010. E-mail: dschildroth@city.ames.ia.us or phone (515) 239-5202.

Name of Firm: ________________________________________________
Street Address: ________________________________________________
City, State, & Zip: ________________________________________________
Authorized Official: ________________________________________________
Date: ________________________________________________

Approved by: ________________________________________________
Date: ________________________________________________

For City of Ames
Use Only
PART I. ASSURANCE OF COMPLIANCE WITH THE CITY OF AMES, IOWA AFFIRMATIVE ACTION PROGRAM

Please supply the name of submitting firm in the blank space below:

____________________________________________________ HEREBY AGREES THAT it will comply with all requirements imposed by or pursuant to the regulations of the City of Ames Affirmative Action Program, to the end that, in accordance with Titles VI and VII of the Civil Rights Act of 1964 and other applicable State and Federal laws, orders, and regulations, no person shall, on the grounds of race, sex, color, creed, national origin, ancestry, religion, age, or disability, be subjected to discrimination in relation to any contract or activity for which __________________________________________________ receives City funds and Hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

____________________________________________________ recognizes and agrees that such City funds will be granted in reliance with the agreements made in this assurance, and that the City shall have the right to seek judicial enforcement of this assurance and/or place its own sanctions when necessary. This assurance is binding on __________________________, its’ successors, transferees, and assignees, and the person or persons whose signature appears below are authorized to sign this assurance on behalf of __________________________.

Part II.

A. Type of Business: ________________________________

B. Equal Employment Opportunity Officer: ________________
   (leave blank if none is employed by the firm)

C. Do you have an adopted Equal Employment Opportunity Statement/ Affirmative Action Plan?
   _____ Yes    _____ No

D. If yes, how is this disseminated to employees?
   [ ] Handbook    [ ] Training Sessions    [ ] Orientation
   [ ] Other (specify) ________________________________

E. Do you actively recruit?
   Physically/mentally handicapped       _____ Yes       _____ No
   Veterans                            _____ Yes       _____ No

F. List any recruitment sources used to reach protected groups.
   __________________________________________
   __________________________________________
   __________________________________________

G. Do you have a current Federal EEO-1 Report on file? _____ Yes _____ No
APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1) **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Ames, Iowa, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the City of Ames, Iowa, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Ames, Iowa shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a) withholding of payments to the contractor under the contract until the contractor complies, and/or
   b) Cancellation, termination or suspension of the contract, in whole or in part.

6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the City of Ames, Iowa, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Ames, Iowa or the Iowa Department of Transportation to enter into such litigation to protect the interests of the City of Ames, Iowa or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.