

## **Mitchell County Wetland Mitigation Bank Mitchell County, Iowa**

 The seal is circular with a decorative border. The outer ring contains the text "LICENSED PROFESSIONAL ENGINEER" at the top and "IOWA" at the bottom, flanked by two stars. The center of the seal contains the name "LEE ALLEN GOURLEY" and the license number "24471".	<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><i>Lee A. Gourley</i> <u>8/4/22</u> Lee A. Gourley, P.E. <span style="float: right;">Date</span> License Number 24471 My License Renewal Date is December 31, 2023 Pages or sheets covered by this seal: <u>All Sheets</u> <hr/><hr/></p>
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Prepared by:

**SNYDER & ASSOCIATES, INC.**  
2727 SW Snyder Blvd.  
Ankeny, Iowa 50023  
(515) 964-2020

## INDEX

The following documents are a part of this contract:

### BIDDING INFORMATION AND CONTRACT DOCUMENTS

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### STANDARD SPECIFICATIONS

The 2022 edition of the SUDAS Standard Specifications are adopted by reference, in their entirety, as part of these contract documents. The SUDAS Standard Specifications are available on-line at [www.iowasudas.org](http://www.iowasudas.org) or may be obtained by contacting the SUDAS program.

SUDAS Program  
2711 S. Loop Drive, Suite 4700, Ames, IA 50010  
515-294-2869  
FAX: 515-294-0467

### SPECIAL PROVISIONS

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**NOTICE OF PUBLIC HEARING AND  
NOTICE TO BIDDERS  
MITCHELL COUNTY  
WETLAND MITIGATION BANK**

Notice of Public Hearing

Notice is hereby given that a public hearing will be held by the Mitchell County Conservation Department on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at 7:00 P.M. on September 5, 2022, at the Mitchell R. Owen Nature Center Boardroom at 18793 Hwy 9, Osage, IA 50461 for the Mitchell County Wetland Mitigation Bank Project.

General Nature of Public Improvement

The work includes mass grading (44,065 CY Cut); stockpiling on site; topsoil strip, stockpile, and respread (34,283 CY), and installation of Flexamat (1,663 SY). Work shall be coordinated with the County Conservation Department. Erosion control work and surface restoration shall be completed by others.

Time and Place for Filing Sealed Proposals

Bids for the work comprising the improvements as stated below must be filed before 12:00 P.M. according to the clock at the Mitchell R. Owen Nature Center Boardroom at 18793 Hwy 9, Osage, IA 50461, on Friday, August 26, 2022. Bids shall be submitted electronically via the QuestCDN VirtuBid system or by sealed paper bid. No alternate electronic bid submittals will be accepted. Bids will not be able to be electronically submitted after the deadline. Refer to the Instructions to Bidders for additional information. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Bid Letting

Sealed/electronic proposals will be opened, and bids tabulated, at 1:00 p.m. on Friday, August 26, 2022, in the Mitchell R. Owen Nature Center Boardroom at 18793 Hwy 9, Osage, IA 50461, for consideration by the Mitchell County Conservation Board at its meeting on Monday, September 5, 2022. Contractors may request a Teams Meeting Invite to access the Bid Letting remotely. Please contact Lee Gourley via email at [lgourley@snyder-associates.com](mailto:lgourley@snyder-associates.com) to request a Teams Meeting Invite.

Mitchell County Conservation Board reserves the right to reject any and all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction. Mitchell County reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Commencement of Work

Work on the improvements may be commenced immediately upon issuance of the Notice to Proceed. The Notice to Proceed will be issued upon approval of the contract by the Conservation Board. Issuance of the Notice to Proceed is anticipated to occur in October 2022.

## Contract Documents

The contract documents are now on file at the Mitchell R. Owen Nature Center located at 18793 Hwy 9, Osage, IA 50461. Electronic contract documents are available by clicking on the “BIDS” link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing “Mitchell County Wetland Mitigation Bank” on the left. Project information, engineer’s cost opinion, and planholder information is available at no cost at this website. Downloads of the Contract Documents require the user to register for a free membership at [www.QuestCDN.com](http://www.QuestCDN.com). Plans may be examined at this site without providing log in information, but downloads require the user to register for a free membership at QuestCDN.com. Downloading electronic contract documents is strongly encouraged, but hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at no cost. Those desiring to obtain hard copies must make an appointment to pick up the documents by calling 515-964-2020. No drop-ins will be allowed.

## Bid Security

Each bidder shall accompany its bid 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.

## Iowa Preference

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.

## Nondiscrimination

Mitchell County, 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 bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

### Sales Tax Exemption

Mitchell County will issue a sales tax exemption certificate to the Contractor for all material purchased for incorporation in the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

### Completion of Work

This project has a specified completion date of April 30, 2023. Project completion includes approval by the County and the Engineer of all grading, field tile outlets, and flexamat installations; completion of punchlist items; and submittal of final pay application. Should the contractor fail to complete the work prior to the specified completion date, liquidated damages in the amount of One Thousand dollars (\$1,000.00) per calendar day will be assessed until the work is fully completed.

This Notice is given by authority of Mitchell County Conservation Department.

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Adam Shirley, Executive Director

Published in the St. Ansgar Enterprise Journal

Bid Date August 26, 2022  
Time 1:00 p.m.

## **INSTRUCTIONS TO BIDDERS**

Project Name Mitchell County Wetland Mitigation Bank

The work comprising the above referenced project shall be constructed in accordance with the 2022 edition of the SUDAS Standard Specifications and as further modified by the 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 bid, 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 bid not to be read.

### **I. BID SECURITY**

The bid security must be in the minimum amount of **ten percent (10%)** of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check 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 bids shall be submitted using the QuestCDN VirtuBid system or by sealed paper bid. A fully executed copy of the bid security shall be scanned and uploaded to the QuestCDN VirtuBid system for electronic bids. The bid security for electronic bids shall be scanned to a Portable Document Format (PDF) file with a resolution of at least 300 dpi. 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 **Mitchell County Conservation Department**. A copy of bid security other than said bid bond shall also be uploaded to the QuestCDN VirtuBid system, but the bidder shall also mail the original bid security to the engineer within seven (7) calendar days after the bid opening (for electronic bids only). "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. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders or submitted electronically using the QuestCDN VirtuBid system. No alternate electronic bid submittals will be accepted. The QuestCDN VirtuBid system can be accessed by clicking on the "Bids" link at [www.snyder-associates.com](http://www.snyder-associates.com) and choosing the **Mitchell County Mitigation Bank Project** on the left. Plans may be examined at this site without providing log in information, but downloads require the user to register for a free membership at QuestCDN.com. Bidders are strongly encouraged to review the *QuestCDN vBid Bidder Instructions* included with the contract documents and log in to the system early to familiarize themselves with the system. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction or properly submitted to the QuestCDN VirtuBid system

(CON'T – INSTRUCTION TO BIDDERS)

prior to the time for opening bids. This includes the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope for paper copies and the appropriate bid security for electronic copies. Note the QuestCDN VirtuBid system does not allow late bids. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids

Project Name Mitchell County Wetland Mitigation Bank

B. The following documents shall be completed, signed, and returned in the Proposal envelope or uploaded to QuestCDN VirtuBid. The bid cannot be read if any of these documents are omitted.

1. PROPOSAL – Complete each of the following parts:

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

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Identity of Subcontractors</u>

- Part G – Identity of Bidder

Part C – THE FOLLOWING INSTRUCTIONS ARE FOR ELECTRONIC BIDS ONLY - Bid Items, Quantities, and Prices is included for information only. Unit prices shall be entered directly into the QuestCDN VirtuBid system according to the *QuestCDN vBid Bidder Instructions*.

THE FOLLOWING INFORMATION IS FOR ALL PROPOSALS:

Sign the proposal. The signature on the paper proposal and all paper 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. Handwritten signatures on scanned documents or valid digital signatures are acceptable FOR ELECTRONIC PROPOSALS ONLY. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner can be used to assist Bidders in completing the Bidder Status Form. FOR

**ELECTRONIC BIDS ONLY** -The bid proposal and all other required documents shall be scanned to a Portable Document Format (PDF) file with a resolution of at least 300 dpi and uploaded to the QuestCDN VirtuBid system.

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**

Mitchell County Conservation Department, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Office Manager at Milton R. Owen Nature Center, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

Mitchell County Wetland Mitigation Bank

The work includes mass grading (44,065 CY Cut); stockpiling on site; topsoil strip, stockpile, and respread (34,283 CY), and installation of Flexamat (1,663 SY). Work shall be coordinated with the County Conservation Department. Erosion control work and surface restoration shall be completed by others.

### **PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA**

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

ADDENDUM NUMBER \_\_\_\_\_ ADDENDUM NUMBER \_\_\_\_\_

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

**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. **THE FOLLOWING INSTRUCTIONS ARE FOR ELECTRONIC BIDS ONLY:** Part C – Bid Items, Quantities, and Prices is included for information only. Unit prices shall be submitted via the QuestCDN VirtuBid system. Refer to the Instructions to Bidders for additional information.

**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 bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid 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 work on this project upon issuance of a written notice to proceed by the Jurisdiction, and to fully complete the project by April 30, 2023; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000) 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 bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

**PROPOSAL: PART F – ADDITIONAL REQUIREMENTS**

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

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	<u>Bidder Status Form</u>
2.	<u>Identity of Subcontractors</u>
3.	_____
4.	_____

**PROPOSAL: PART G – IDENTITY OF BIDDER**

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

<input type="checkbox"/>	Individual, Sole Proprietorship	_____
<input type="checkbox"/>	Partnership	Bidder
<input type="checkbox"/>	Corporation	_____
<input type="checkbox"/>	Limited Liability Company	By _____ Name (Print/Type)
<input type="checkbox"/>	Joint-venture: all parties must join-in and execute all documents	_____
<input type="checkbox"/>	Other	Title

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

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

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

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

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

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title

Failure to provide said Registration Number  
shall result in the bid being read under  
advisement. A contract will not be executed  
until the Contractor is registered.

**NOTE: PAPER BIDS ONLY:**

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

**ELECTRONIC BIDS ONLY:**

**Scan and upload a copy of this and all other required documents to the QuestCDN  
VirtuBid system. Handwritten signatures on scanned documents or valid digital  
signatures are acceptable. Scanned documents shall be uploaded in Portable  
Document Format (PDF) file at a minimum resolution of 300 dpi. Part C- Bid Items,  
Quantities, and Prices shall not be scanned and uploaded. Unit prices shall be entered  
directly into the QuestCDN VirtuBid system.**

## PROPOSAL ATTACHMENT: PART C

Project Name Mitchell County Wetland Mitigation Bank

## **PROPOSAL**

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

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate 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.

Item No.	Item Description	Unit	Quantity	Unit Price	Total Price
1	Clearing and Grubbing	AC	2.15		
2	Topsoil, On-Site	CY	34,283		
3	Excavation, Class 10	CY	44,065		
4	Conventional Seeding, Seeding, and Mulching, Type 5	AC	19.56	By Others	-
5	Hydraulic Seeding, Seeding, and Mulching, Upland Mix	AC	38.37	By Others	-
6	Hydraulic Seeding, Seeding, and Mulching, Wetland Mix	AC	16.42	By Others	-
7	Rodent Guard, 6" Dia	EA	2		
8	Rodent Guard, 8" Dia	EA	1		
9	Rodent Guard, 10" Dia	EA	1		
10	Rodent Guard, 12" Dia	EA	2		
11	SWPPP Preparation	LS	1		
12	SWPPP Management	LS	1	By Others	-
13	Flexamat (Plunge Pools)	SY	125		
14	Flexamat (Slopes)	SY	1,663		
15	Linear Erosion Control Device	LF	5,936	By Others	-
16	Linear Erosion Control Device, Removal of Device	LF	5,936	By Others	-
17	Temporary RECP, Type 2	SY	1,987	By Others	-
18	Stabilized Construction Entrance	TON	100	By Others	-
19	Erosion Control Mulching, Conventional	AC	57.93	By Others	-
20	Mobilization	LS	1		

**TOTAL CONSTRUCTION COST: \$**

All bidders must submit the following completed form to the governmental body requesting bids per  
875 Iowa Administrative Code Chapter 156.

## Bidder Status Form

### To be completed by all bidders

### Part A

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

Yes  No My company is authorized to transact business in Iowa.  
*(To help you determine if your company is authorized, please review the worksheet on the next page).*

Yes  No My company has an office to transact business in Iowa.

Yes  No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

Yes  No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

Yes  No My company is not a subsidiary of another business entity, or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

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

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

### To be completed by resident bidders

### Part B

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

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Dates: \_\_\_\_\_ to \_\_\_\_\_ Address: \_\_\_\_\_  
(mm/dd/yyyy) \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

*You may attach additional sheet(s) if needed.*

### To be completed by non-resident bidders

### Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:
2. Does your company's home state or foreign country offer preferences to bidders who are residents?  Yes  No
3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

*You may attach additional sheet(s) if needed.*

### To be completed by all bidders

### Part D

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

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Worksheet: Authorization to Transact Business

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

Yes  No My business is currently registered as a contractor with the Iowa Division of Labor.

Yes  No My business is a sole proprietorship, and I am an Iowa resident for Iowa income tax purposes.

Yes  No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

Yes  No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

Yes  No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.

Yes  No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

Yes  No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

Yes  No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state and has not filed a statement of termination.

Yes  No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

Yes  No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

Yes  No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

## IDENTITY OF SUBCONTRACTORS

In all instances in which the bidder intends to assign, sublet, or subcontract any portion of the work exceeding \$25,000, the Bidder shall mark the appropriate box and shall provide a description of the work to be done by each subcontractor or assignee, the amount of each subcontract or the value of the work to be assigned, and the identity of each subcontractor or assignee below. The Bidder certifies that said subcontractors or assignees shall be utilized on this project, if acceptable to the Mitchell County Conservation Department. If the Bidder does not intend to utilize any subcontractors or assignees, or if each subcontract or assignment is less than \$25,000; the Bidder shall so indicate by marking the appropriate box below. The Bidder need not identify material suppliers or manufacturers who do not provide labor at the worksite to incorporate such material or manufactured goods into the improvement.

The Bidder shall indicate the proposed use of subcontractors by completing the following:

**The Bidder does not intend to utilize any subcontractors or assignees**, or the value of each subcontract or assignment is less than \$25,000. The Bidder shall so indicate by marking the box at the left.

**The Bidder intends to utilize subcontractors or assignees**, and the value of the subcontract or assignment is \$25,000 or greater. The Bidder shall so indicate by marking the box at the left and shall report below only those subcontracts or assignments with a value of \$25,000 or greater by providing a description of the work to be done by each subcontractor or assignee, the amount of each subcontract or the value of the work to be assigned, and the identity of each subcontractor or assignee in the space provided below. The Bidder certifies that said subcontractors or assignees shall be utilized on this project as stated below, if acceptable to Mitchell County Conservation Department. The Bidder need not identify material suppliers or manufacturers who do not provide labor at the worksite to incorporate such material or manufactured goods into the improvement.

The Bidder may attach additional contact sheets, if necessary.

## **BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the Mitchell County Conservation Department, Iowa, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of \_\_\_\_\_

\_\_\_\_\_ dollars (\$\_\_\_\_\_), or ten percent (10%) of the amount bid 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, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

Mitchell County Wetland Mitigation Bank

The work includes mass grading (44,065 CY Cut); stockpiling on site; topsoil strip, stockpile, and respread (34,283 CY), and installation of Flexamat (1,663 SY). Work shall be coordinated with the County Conservation Department. Erosion control work and surface restoration shall be completed by others.

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 in Mitchell 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.

(CON'T – BID BOND)

Project Name Mitchell County Wetland Mitigation Bank

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
	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 <hr/>
	Signature <hr/>
	Printed Name <hr/>
	Title <hr/>
	Address <hr/>
	City, State, Zip Code <hr/>
	Telephone Number <hr/>

## NOTE:

**PAPER BIDS ONLY:**

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.

## **ELECTRONIC BIDS ONLY:**

Scan and upload a copy of this and all other required documents to the QuestCDN VirtuBid system. Handwritten signatures on scanned documents or valid digital signatures are acceptable. Scanned documents shall be uploaded in Portable Document Format (PDF) file at a minimum resolution of 300 dpi. Part C- Bid Items, Quantities, and Prices shall not be scanned and uploaded. Unit prices shall be entered directly into the QuestCDN VirtuBid system.

CONTRACT

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

THIS CONTRACT, made and entered into at Colfax, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Mitchell County Conservation Department, Iowa by its Executive Director, upon order of its County Board 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, with the Office Manager. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2022 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents. 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 bid 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 and Notice of Public Hearing for the following described improvements:

Mitchell County Wetland Mitigation Bank

The work includes mass grading (44,065 CY Cut); stockpiling on site; topsoil strip, stockpile, and respread (34,283 CY), and installation of Flexamat (1,663 SY). Work shall be coordinated with the County Conservation Department. Erosion control work and surface restoration shall be completed by others.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor agrees to commence work under this contract upon issuance of a written notice to proceed and to fully complete the project no later than April 30, 2023; and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand & 00/100 dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete.

(CON'T – CONTRACT)

Project Name Mitchell County Wetland Mitigation Bank

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

JURISDICTION

By \_\_\_\_\_

(Seal)  
ATTEST:

CONTRACTOR

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
Title

FORM APPROVED BY:

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

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

\_\_\_\_\_  
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.

#### FEDERAL WORK ELIGIBILITY

Prior to entering into contract, submit documentation showing all contractors and sub-contractors are pre-verified as eligible to work on federally funded projects.

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

(CON'T – CONTRACT) Project Name Mitchell County Wetland Mitigation Bank

## CORPORATE ACKNOWLEDGMENT

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

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\_\_\_\_\_

(CON'T – CONTRACT)

Project Name Mitchell County Wetland Mitigation Bank

## INDIVIDUAL ACKNOWLEDGMENT

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

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 Project Name Mitchell County Wetland Mitigation Bank

**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 and notice of public hearing. 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 Description	Unit	Quantity	Unit Price	Total Price
1	Clearing and Grubbing	AC	2.15		
2	Topsoil, On-Site	CY	34,283		
3	Excavation, Class 10	CY	44,065		
4	Conventional Seeding, Seeding, and Mulching, Type 5	AC	19.56	By Others	-
5	Hydraulic Seeding, Seeding, and Mulching, Upland Mix	AC	38.37	By Others	-
6	Hydraulic Seeding, Seeding, and Mulching, Wetland Mix	AC	16.42	By Others	-
7	Rodent Guard, 6" Dia	EA	2		
8	Rodent Guard, 8" Dia	EA	1		
9	Rodent Guard, 10" Dia	EA	1		
10	Rodent Guard, 12" Dia	EA	2		
11	SWPPP Preparation	LS	1		
12	SWPPP Management	LS	1	By Others	-
13	Flexamat (Plunge Pools)	SY	125		
14	Flexamat (Slopes)	SY	1,663		
15	Linear Erosion Control Device	LF	5,936	By Others	-
16	Linear Erosion Control Device, Removal of Device	LF	5,936	By Others	-
17	Temporary RECP, Type 2	SY	1,987	By Others	-
18	Stabilized Construction Entrance	TON	100	By Others	-
19	Erosion Control Mulching, Conventional	AC	57.93	By Others	-
20	Mobilization	LS	1		

**TOTAL CONSTRUCTION COST: \$**

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 Mitchell County Conservation Department, Iowa, 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 \_\_\_\_\_, 2022, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the following described improvements:

Mitchell County Wetland Mitigation Bank

The work includes mass grading (44,065 CY Cut); stockpiling on site; topsoil strip, stockpile, and respread (34,283 CY), and installation of Flexamat (1,663 SY). Work shall be coordinated with the County Conservation Department. Erosion control work and surface restoration shall be completed by others.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

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 two 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.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE 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 Mitchell 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 inuring 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.

(CON'T – PERFORMANCE, PAYMENT, AND MAINTENANCE BOND)

## PRINCIPAL:

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## Contractor

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

---

Title

## SURETY:

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Surety Company

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

---

Printed Name of Attorney-in-Fact Officer

**FORM APPROVED BY:**

---

## Attorney for Jurisdiction

---

## Company Address

---

City, State, Zip Code

---

### 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: Mitchell County Wetland Mitigation Bank

PROJECT NO. 121.0950.01

OWNER: Mitchell County Conservation Department, Iowa DATE: \_\_\_\_\_

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

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

\_\_\_\_\_

You are hereby notified to commence work in accordance with the Contract dated \_\_\_\_\_, 2022, and you are to begin construction work as soon as possible to complete the project prior to the date noted below and you are to complete the work as described in the project plans and specifications.

Work on the project shall be completed no later than April 30, 2023. Should the contractor fail to complete the work in this timeframe, liquidated damages in the amount of One Thousand dollars (\$1,000.00) per calendar day will be assessed for work not completed within the designated contract term. Project completion includes approval by County Conservation Department, County Conservation Board, and Engineer of all grading, Flexamat installations, and field tile outlet treatments; completion of punchlist items; and submittal of final pay application.

Snyder & Associates, Inc. \_\_\_\_\_

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

Title: Project Manager \_\_\_\_\_

## ACCEPTANCE OF NOTICE

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

of \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

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

## **SPECIAL PROVISIONS**

### **FOR**

#### **PART 1 - GENERAL REQUIREMENTS**

#### **INDEX**

1. DEFINITION AND INTENT	5. SUBMITTALS
2. PLANS AND SPECIFICATIONS	6. INCIDENTAL CONTRACT ITEMS
3. WORK REQUIRED	
4. CONSTRUCTION FACILITIES	

#### **1. DEFINITION AND INTENT**

- A. The Technical Specifications that apply to the materials and construction practices for this project are defined as follows:
  - i. The 2022 edition of the Iowa Statewide Urban Specifications for Public Improvements (SUDAS), except as modified by these Special Provisions to the Technical Specifications.
  - ii. The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- B. Engineer: Snyder & Associates, Inc., 2727 S.W. Snyder Blvd., Ankeny, Iowa 50023; Phone (515) 964-2020.
- C. Owner: Mitchell County, Iowa.

#### **2. PLANS AND SPECIFICATIONS**

- A. The County will furnish 5 sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the County for printing costs for additional copies required.
- B. Provide one complete set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

### 3. WORK REQUIRED

- A. Work under this contract includes all labor, materials, equipment, and associated work for the construction of the Mitchell County Wetland Mitigation Bank, as described elsewhere in the contract documents.
- B. This project consists of one contract for all work described.

### 4. CONSTRUCTION FACILITIES

- A. Provide telephone numbers where Contractor's representative can be reached during workdays and on nights and weekends in the event of an emergency.
- B. Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- C. Do not store construction equipment, employee's vehicles, or materials on streets open to traffic. Location for storage of equipment by Contractor is subject to approval by the County and Engineer.
- D. The Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment.
- E. Provide fence, barricades, and/or workers to prevent access of unauthorized persons to site where work is in progress and to ensure the safety of the public when allowed on site. No trenches shall be left open overnight and during non-working hours.
- F. Provide an access for EMS vehicles and workers at all times to and through the construction site.
- G. Compressed air, sanitary facilities, storage areas, and other services shall be furnished by the Contractor to meet their own requirements and at their own cost.

### 5. SUBMITTALS

- A. Provide construction schedule showing dates of starting and completing various portions of the work.
- B. Submit the following information for the Engineer's review. Provide 3 copies plus copies required by the Contractor. Electronic submittal may be allowed with approval of Owner and Engineer. Submit information to the Engineer at least 15 days prior to utilization of the particular item on this project.

- i. Manufacturer's data for materials that are to be permanently incorporated into the project.
- ii. Details of proposed methods of any special construction required.
- iii. Purchase orders and subcontracts without prices.
- iv. Such other information as Engineer may request to ensure compliance with the contract documents.

## 6. INCIDENTAL CONTRACT ITEMS

A. The following list includes major items that are incidental to the project and will not be paid for as separate bid items. Other items may be designated as incidental under certain bid items.

- Coordination and cooperation with Mitchell County Conservation Department
- Coordination and cooperation with other Contractors
- Coordination and cooperation with affected property owners
- Coordination and cooperation with utility companies
- Monitoring weather conditions
- Preliminary property inspections
- Construction staging & phasing
- Resetting of disturbed property corner monuments by an Iowa licensed surveyor
- Dust control measures
- Construction fencing
- Material and field testing except as noted otherwise
- Protection of existing trees and plantings not shown as removals
- Locate of existing utilities, potholing if necessary
- Excavation, verification, and protection of existing utilities (public and private)
- Protection of existing utilities and light poles
- Dewatering and handling groundwater and storm water flow during construction
- Removal of miscellaneous debris from the construction limits
- Finish grading
- Site cleanup
- Removal and replacement of fences

## **SPECIAL PROVISIONS**

### **PART 2 - SPECIAL CONSTRUCTION**

#### **INDEX**

1. GENERAL	9. TRAFFIC CONTROL
2. LOCATION	10. EROSION PROTECTION
3. EXISTING UTILITIES	11. EXCAVATION
4. COOPERATION WITH OTHERS	12. FIELD/DRAIN TILES
5. CONSTRUCTION PHASING	13. SURFACE RESTORATION
6. CONSTRUCTION SCHEDULE	
7. CONSTRUCTION SURVEY & STAKING	
8. REMOVALS AND DISPOSAL	

#### **1. GENERAL**

- A. Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- B. Cooperate with the Mitchell County and the Engineer to minimize inconvenience, to prevent delays in construction and interruption of continuous operation of utility services.
- C. The Contractor is expected to provide adequate personnel and equipment to perform work within specified time of construction.
- D. Install and maintain orange construction fence around all open trenches or excavations when left unattended.
- E. Clean up as construction progresses.
- F. All existing trees in the project area not shown to be removed are to be protected from damage during construction. No additional trees shall be removed or trimmed without prior approval of Mitchell County. Any damage to existing trees or shrubs, including branches, and root systems to remain and protect shall be repaired and/or pruned by an approved, experienced tree surgeon or arborist.
- G. Contractor shall furnish and install materials and perform all work and services for completed project described in Contract Documents.

## 2. LOCATION

- A. This project will be constructed in Mitchell County within an easement on property owned by the County.
- B. Confine construction operations within the easement.
  - 1. The easement shall be clearly marked in the field. The Contractor shall protect markers during construction and replace markers at Contractor's cost if damaged.
  - 2. It is the Contractor's responsibility to negotiate and obtain an agreement with the respective parties regarding damages or compensation as a result of any encroachment beyond the construction limits.
  - 3. In the event the Contractor is unable or unwilling to reach agreement with the property owner or tenant on which an encroachment occurred, the County will negotiate a settlement of compensation relating to the encroachment including compensation for additional temporary easement, damages, and other appropriate compensation.
  - 4. In the event the County is required to compensate a property owner or tenant for an encroachment by the Contractor, the amount paid by the County for resolution of an encroachment shall be deducted from the compensation due the Contractor.

## 3. EXISTING UTILITIES

- A. Location of utility lines, mains, cables, and appurtenances shown on construction drawings are from information provided by utility companies and records of Owner.
- B. Prior to construction, contact all utility companies and have all utility lines and services located. Contractor responsible for excavating and exposing underground utilities in line of work. Confirm location of underground utilities by excavating ahead of work.
- C. Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- D. Contractor shall notify utility company immediately if utility line is damaged during construction.
- E. Utility lines, poles, and appurtenances, except water and sewer lines, in direct conflict with line and grade of work will be relocated by utility company before or during construction. Support and protect all utilities that are not moved.
- F. Utility services are not generally shown on construction drawings; protect and maintain services during construction.

- G. If utility work does occur during the construction period, work schedules from the Contractor and from the utility companies will be submitted to the Engineer for coordination to obtain mutual acceptable schedules, if possible.
- H. No claims for additional compensation will be allowed to Contractor for interference or delay caused by utility company.

#### 4. COOPERATION WITH OTHERS

- A. Coordinate and cooperate with Mitchell County, utility companies, property owners, and other Contractors working in the vicinity on this project.
- B. Comply with the following:
  - 1. No open trenches or excavations left for extended periods of time without use of safety devices.
  - 2. No materials or dirt piles within the right-of-way.
- C. It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.

#### 5. CONSTRUCTION PHASING

- A. Use multiple construction crews as needed for construction to limit construction time and meet the required completion date.
- B. Contractor to verify all field dimensions and elevations prior to commencing construction. Report any discrepancies to the Engineer.

#### 6. CONSTRUCTION SCHEDULE

- A. Contractor shall prepare a construction schedule showing dates of starting and completing various portions of work.
- B. Submit construction schedule within 10 days after award of contract.
- C. Periodically update the construction schedule as requested by the Engineer.

#### 7. CONSTRUCTION SURVEY & STAKING

- A. The Engineer will provide construction survey and staking as specified in SUDAS.

#### 8. REMOVALS AND DISPOSAL

- A. Remove from project site and dispose of trees, shrubs, vegetation, and other materials encountered as shown on construction drawings and as specified. Notify

Mitchell County and Engineer prior to removal of any trees or bushes not noted for removal on the construction drawings.

- B. All trees that appear to be in conflict with construction have been marked with shading on the projects plans. No trees shall be removed outside of the construction limits indicated on the plans.
- C. Notify and obtain approval from both Mitchell County and Engineer prior to removal of any trees or bushes not noted for removal on the construction drawings. Removal of additional trees not noted on the plans are considered incidental to the project.
- D. Dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
  - 1. Burning of brush and trees is permitted in the location shown on the plans. Contractor responsible for keeping any fires under surveillance and control while burning. All time materials and labor required to burn brush and trees shall be incidental to the clearing and grubbing bid item.
  - 2. Cooperate with all applicable County, State and Federal agencies concerning disposal of materials.

## 9. TRAFFIC CONTROL

- A. Provide traffic control in accordance with the project plans, SUDAS Specifications, and MUTCD.
- B. Furnish, erect and maintain traffic control devices as specified and as directed by Mitchell County and the Engineer.
- C. Adjustments in the traffic control will be required if, in the opinion of the Engineer, undue traffic congestion occurs.

## 10. EROSION PROTECTION

- A. Comply with soil erosion control requirements of Iowa Code and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit area used for this project.
- B. This project involves the construction of a wetland. Soil disturbing activities necessary to complete the work are clearing and grubbing, rough grading, final grading and surface restoration.
- C. The project area may be subject to surface water drainage of non-project related operations. These other operations have storm water runoff, the regulation of which is beyond the control of this project. Potentially this runoff could contain various pollutants related to site specific land uses. Examples are rural agricultural

activities, the runoff from which can potentially contain chemicals including herbicides, pesticides, and fungicides. In addition, fertilizers may contain nitrogen, phosphate, potash and various other trace elements.

11. EXCAVATION

- A. Comply with the requirements of SUDAS for excavation.

12. FIELD / DRAIN TILES

- A. Repair or replace any field / drain tiles encountered during construction unless noted otherwise in the plans.
- B. Replace existing drain tiles with corrugated PVC pipe and fittings as specified in SUDAS Section 4040. Porous backfill or engineering fabric not required.
- C. Match diameter of existing field / drain tiles. Connect to existing tiles with factory fabricated flexible joints or boots. Replacement must extend at least 3 feet into undisturbed soil beyond trench excavation.
- D. Record the existing type, size, location, and depth of all field / drain tiles encountered and repaired during construction. Provide information to the Engineer for incorporation into the record drawings.

13. SURFACE RESTORATION

- A. Grade all areas within the project limits to ensure positive drainage of surface water runoff.
- B. Any areas disturbed by construction that are outside of the construction limits shall be repaired and restored at the Contractor's expense. No extra payment will be allowed for surface restoration on these areas.