

NOTICE OF HEARING AND LETTING TO BIDDERS

Project: Otranto Dam Removal and Enhancement Project #001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COSTS FOR THE REMOVAL OF THE OTRANTO DAM PROJECT AND FOR TAKING BIDS THEREFORE
On Tuesday at 7:00 pm, local time, at the Milton R. Owen Nature Center, in the Board Room on December 14, 2021, the Mitchell County Conservation Board shall hold a public hearing on the proposed plans, specifications, form of contract, and estimated costs of said improvements. At said hearing any interested person may appear and file objections on the proposed plans, specifications, contract or estimated cost of said improvements. **The Bids will be opened by the Board and publicly read on December 14th, 2021 following said hearing. The bids will be acted upon by the Board at the next succeeding special or regular meeting of the Board or at such a later time and place as may be fixed.**

A pre bid meeting for technical questions will be held December 1st, 2021 at 1pm at the address below. **Bids will be accepted by Mitchell County Conservation Board at 18793 Highway 9, Osage, Iowa, until 5:00 pm**, on Tuesday, December 14th, 2021 for the various items of construction work listed below.

GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS

Please read and familiarize yourself with all of these Instructions before preparing your proposal.

1. In order to be considered a responsible and responsive bidder, ALL of the information requested on the proposal form, located at the end of these instructions, must be completed and received by the Mitchell County Conservation Board by **Tuesday Nov 23rd 2021 at 5:00 pm. If you are signing on behalf of a corporation include your title in the signature line.** Keep a copy of the proposal as your record of your submitted proposal.
2. Email your proposal to ashirley@osage.net. All proposals must be submitted electronically. No paper proposals will be accepted. Proposals must include a scanned original signature – **Electronic signatures are not allowed.** Include the following information in the subject line: Project Number, Project Name, Bid Letting Date and Time.

Contact for the competitive quotation process is as follows:

Adam Shirley, Executive Director, MCCB
18793 Highway 9
Osage, IA, 50461
Ashirley@osage.net
319-939-1401

3. DO NOT alter the proposal with alternates, qualifications, reservations, or stipulations. If the bid is not a lump sum clearly identify unit prices because the will prevail. (See Article 4.)
4. Your proposal will be audited, extensions and totals verified, and notification of decision of award will be made promptly after the closing date for receipt of proposals shown above. The lowest responsive, responsible bidder will be eligible for award of a subsequent contract. MITCHELL COUNTY CONSERVATION BOARD reserves the unconditional right not to award a contract for the project described in these instructions and related attachments.
5. Both successful and unsuccessful bidders will be notified of the result of the bidding. If you are the successful bidder, an award letter and contract documents will be sent to you with detailed instructions for completion. By submitting a proposal, you agree and understand that acceptance of your proposal by MITCHELL COUNTY CONSERVATION BOARD constitutes a binding agreement to enter into a contract and that the offer contained in your proposal shall be valid for a period of 45 days from the deadline for submission of proposals.

Contract No.: 001

**MITCHEL COUNTY CONSERVATION BOARD
CAPITAL IMPROVEMENT CONTRACT**

AGREEMENT, entered into between the Mitchel County Conservation Board, an agency of the State of Iowa, hereinafter called MITCHELL COUNTY CONSERVATION, and

Name: _____
Address: _____
Address: _____
City, State, Zip: _____
Phone: _____
E-Mail Address: _____
Contact Person: _____

hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the parties mentioned above, the CONTRACTOR agrees with MITCHELL COUNTY CONSERVATION, to commence and complete the project described as follows and collectively referred to as the Project:

Located at the Cedar River and 480th Street, Otranto, IA for the sum of \$_____. This contract supersedes all prior contracts or agreements between MITCHELL COUNTY CONSERVATION and the CONTRACTOR for the work described in this contract. The Project is more thoroughly and specifically described in Article 2, Scope of Work, of this contract.

ARTICLE 1 – MITCHELL COUNTY CONSERVATION REPRESENTATIVE

The representative of MITCHELL COUNTY CONSERVATION shall be Adam Shirley, Executive Director, 319-939-1401, and all communications from the CONTRACTOR should occur thereto. However, any modifications or payments must be approved by the highest-level signatory for MITCHELL COUNTY CONSERVATION, as described on the signature page.

ARTICLE 2 - SCOPE OF WORK

The CONTRACTOR shall furnish, at his own proper cost and expense, all materials, equipment, labor, insurance, and other accessories and services necessary to complete, in a workmanlike manner, ready for continuous operation, the above-mentioned project. Project consists of removing the existing dam, clearing and grubbing, grading, placing weir stones and constructing new boat ramps. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

- CONTRACTOR’s Proposal attached as Attachment A.
- MITCHELL COUNTY CONSERVATION’s Project Checklist as Attachment B.
- Rock Specifications. (Attachment C).
- Plan set: Otranto Dam Removal and Enhancement Project (Attachment D).

It is intended that the specifications and plans, which include the Description of the Project on the first page of this Contract and supplemented as may be necessary by MITCHELL COUNTY CONSERVATION, shall provide for the completion of the work specified herein.

The omission of specific reference to any minor items of material or work reasonably necessary to provide a complete project, will not release the CONTRACTOR from the responsibility of furnishing or doing the items omitted.

The CONTRACTOR shall leave the site free and clean of all construction equipment, materials, and rubbish. The CONTRACTOR shall replace any defective material or workmanship in the construction at no cost to MITCHELL COUNTY CONSERVATION, and shall guarantee the construction for a period of one year from the date of MITCHELL COUNTY CONSERVATION's final acceptance.

ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION

The time of commencement of work under this contract shall be by **January 3rd, 2022**, after the preconstruction conference as approved by MITCHELL COUNTY CONSERVATION. The date of completion of the work under this contract shall be: **August 31st, 2022**.

ARTICLE 4 - BASIS OF PAYMENT

MITCHELL COUNTY CONSERVATION shall make payment within 30 days of receipt of a payment request which is approved as payable by MITCHELL COUNTY CONSERVATION, on this contract as is indicated below:

1. Unit Price Basis- Except for line items described as Lum Sums, MITCHELL COUNTY CONSERVATION shall pay to the CONTRACTOR the unit price amount stated with respect to each item of work on the attached schedule for the total number of units each item of work completed. The number of units shown on the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated into or made necessary by the work covered by this contract. Should the number of units of completed work of any individual item shown on the attached schedule vary by more than twenty percent (20%) from the number of units stated, either MITCHELL COUNTY CONSERVATION or the CONTRACTOR may request a revision of the unit price for the item so affected, but such changes shall not exceed 10% of the total Contract amount. Both parties agree that under such conditions an equitable revision of the price shall be made. Changes that cannot be classified under any of the contract units may be performed at mutually agreed upon unit prices, or on a lump sum basis.

MITCHELL COUNTY CONSERVATION, under this Contract, shall reserve the right to withhold up to 5% consistent with Iowa Code Chapter 573. The Contractor may invoice MITCHELL COUNTY CONSERVATION only for work completed. If the work extends over a period of more than one month, MITCHELL COUNTY CONSERVATION may, upon request by the CONTRACTOR, make written estimates of the value of materials complete in place and the work performed. Estimates shall be on a monthly basis or on a longer period of time mutually agreed upon. No estimate, except the final estimate, shall be for less than five hundred dollars (\$500). The estimates shall be figured at the contract unit prices for contracts on a unit price basis or on a mutually agreed upon percentage of the total work completed for contracts on a lump sum basis. Each estimate shall be filed in the form of a claim against MITCHELL COUNTY CONSERVATION. Estimates are approximate only, and shall be subject to correction in the first estimate rendered following the discovery of an error in any previous estimate. Should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, MITCHELL COUNTY CONSERVATION will deduct from the first estimate rendered, after the discovery of such work, an amount equal in value to the defective or questioned work. Further, such work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed. Within a reasonable period of time after satisfactory completion of the project, a final inspection of the work will be made by MITCHELL COUNTY CONSERVATION to determine compliance with the contract, plans and specifications, and to submit a final estimate. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The CONTRACTOR shall sign the final estimate form acknowledging acceptance of the amount stated.

Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claim against the amount withheld. Earlier requirements for the submission of the Iowa MITCHELL COUNTY CONSERVATION of Revenue Contractor's Statement of Sale and Use Tax (see ARTICLE 20), prior to final payments, are no longer in effect.

ARTICLE 5 - LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be completed by the deadline. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days

allowed, or any extension granted, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed **liquidated damages**.

The **CONTRACTOR** hereby agrees that **liquidated damages** in the amount of \$1,000 shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse MITCHELL COUNTY CONSERVATION for salaries and related expenses of directly involved staff and reviewers, interest charged during the period for delays and loss of use.

MITCHELL COUNTY CONSERVATION will prepare and forward to the Contractor a Change Order to account for such **liquidated damages**. The final payment will be withheld until payment shall have been made consistent with this assessment of **liquidated damages** based only on the number of calendar days required to complete the work in excess of the completion date, plus authorized extensions thereto. This provision for the assessment of **liquidated damages** for failure to complete work within the contract period does not constitute a waiver of MITCHELL COUNTY CONSERVATION'S right to collect any additional damages other than time delays which MITCHELL COUNTY CONSERVATION may sustain by failure of the Contractor to carry out the terms of the contract.

If the Contractor fails to complete the work within the contract periods or any extension thereof, upon written notice to the Contractor and surety, said contract shall be in default. MITCHELL COUNTY CONSERVATION may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the **liquidated damages** stipulated in the proposal form. MITCHELL COUNTY CONSERVATION may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

ARTICLE 6 - PERMITS

In addition to other permits that may be required for the **CONTRACTOR** to conduct its business in the state of Iowa, the **CONTRACTOR** shall apply for, pay for and obtain prior to commencing work under this contract a NPDES Stormwater Discharge Permit (DNR's General Permit No. 2) for Construction Operation, as required by EPA regulations, for any land-disturbing activity which will disturb an area of one or more acres. The permits shall be readily available for inspection at all times. Permits are available from the DNR Storm Water Coordinator, Wallace State Office Building, Des Moines, Iowa, 50319. (Tel. (515) 725-8417.)

The **CONTRACTOR** shall be required to apply for, pay for and obtain all permits required by law prior to commencing work under this contract.

ARTICLE 7 - PERFORMANCE **BOND**

In compliance with Chapter 573 of the Code of Iowa, contracts shall, when the contract price equals or exceeds twenty-five thousand dollars, be accompanied by a bond, with surety, conditioned for the faithful performance of the contract. The amount shall be not less than one hundred percent (100%) of the contract price. The bond shall be executed on the standard form supplied by MITCHELL COUNTY CONSERVATION. The bond, if required, shall be executed by the **CONTRACTOR** and by a surety authorized to do business in the State of Iowa and shall be incorporated by this reference.

ARTICLE 8 – CONTRACTOR'S INSURANCE

The **CONTRACTOR'S** current certificate of liability and property damage insurance shall be filed with MITCHELL COUNTY CONSERVATION prior to the execution of the contract and shall be maintained at such amounts throughout the prosecution of the work and until final acceptance and completion of the contract. The minimum coverage by such insurance shall be as follows:

Public Liability Insurance
Per Person \$250,000.
Each Occurrence \$500,000.

Property Damage Insurance
Each Occurrence \$250,000.

ARTICLE 9 - TERMINATION

- 9.1 MITCHELL COUNTY CONSERVATION shall have the right to cancel any or all items from the contract and may terminate this contract immediately for any of the following reasons effective immediately without advance notice:
- A) In the event the CONTRACTOR is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
 - B) MITCHELL COUNTY CONSERVATION determines that the actions, or failure to act, of the CONTRACTOR, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
 - C) The CONTRACTOR fails to comply with all laws, regulations, ordinances and orders related to the execution of this contract or the completion of the Project;
 - D) The CONTRACTOR furnished any statement, representation or certification in connection with this contract or its related bidding documents which is materially false, deceptive, incorrect or incomplete.
 - E) The CONTRACTOR breaches the contract;
 - F) The CONTRACTOR becomes the subject of any bankruptcy or insolvency proceeding;
 - G) The CONTRACTOR has otherwise engaged in conduct that has or may expose the State or MITCHELL COUNTY CONSERVATION to liability, as determined in MITCHELL COUNTY CONSERVATION's sole discretion;
 - H) MITCHELL COUNTY CONSERVATION determines that continuation of completion of the work is not in the public's interest: and
 - I) MITCHELL COUNTY CONSERVATION determines that the occurrences of any of the actions or inactions in subparagraphs (A) through (G) above, unforeseen circumstances, unanticipated design changes, or other reasons beyond the control of the CONTRACTOR would prevent or unreasonably delay completion of the contract.

If there is a default event caused by the CONTRACTOR as described above, MITCHELL COUNTY CONSERVATION BOARD may either provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in MITCHELL COUNTY CONSERVATION's written notice to the CONTRACTOR, or may terminate the contract in whole or in part, without the payment of any penalty or incurring any further obligation to the CONTRACTOR.

9.2 Termination Due to Lack of Funds or Change in Law. MITCHELL COUNTY CONSERVATION shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the CONTRACTOR if, in MITCHELL COUNTY CONSERVATION's sole discretion, adequate funds are not appropriated or granted to allow MITCHELL COUNTY CONSERVATION to operate as required and to fulfill its obligations under this contract or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by MITCHELL COUNTY CONSERVATION to make any payment hereunder are insufficient or unavailable for any other reason as determined by MITCHELL COUNTY CONSERVATION in its sole discretion; if MITCHELL COUNTY CONSERVATION's authorization to conduct its business or engage in activities or operations related to the subject matter of this contract is withdrawn or materially altered or modified; if MITCHELL COUNTY CONSERVATION's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects MITCHELL COUNTY CONSERVATION's ability to fulfill any of its obligations under this contract.

9.3 The CONTRACTOR's Termination Duties. The CONTRACTOR upon receipt of notice of termination or upon request of MITCHELL COUNTY CONSERVATION, shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, work completed, materials delivered and any other matters MITCHELL COUNTY CONSERVATION may require; shall immediately cease using and return to MITCHELL COUNTY CONSERVATION any personal property or materials, whether tangible or intangible, provided by MITCHELL COUNTY CONSERVATION to the CONTRACTOR; and shall comply with MITCHELL COUNTY CONSERVATION's instructions for the timely transfer of any materials provided by the CONTRACTOR under

this contract. Material paid for pursuant to section 9.4 shall become the property of MITCHELL COUNTY CONSERVATION and shall be disposed of as directed by MITCHELL COUNTY CONSERVATION.

9.4 Following termination, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract to the MITCHELL COUNTY CONSERVATION up to and including the date of termination. For finished portions of items canceled, the CONTRACTOR will be paid at the contract unit prices. For materials ordered and delivered for the unfinished portion of such canceled or omitted items, MITCHELL COUNTY CONSERVATION will pay cost plus five percent as an overhead charge. The CONTRACTOR'S expense for work of handling or transporting such material shall be included in computing the cost. MITCHELL COUNTY CONSERVATION will also pay any actual expenses sustained by the CONTRACTOR by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this contract, including but not limited to any claims related to, resulting from, or arising out of: any breach of this contract; any negligent, intentional or wrongful act or omission of the CONTRACTOR or any agent or subcontractor utilized or employed by the CONTRACTOR; the CONTRACTOR's performance or attempted performance of this contract, including any agent or subcontractor utilized or employed by the CONTRACTOR; or any failure by the CONTRACTOR to make all reports, payments and withholdings required by federal and state law and which are required by the CONTRACTOR to conduct business in the State of Iowa. The CONTRACTOR's duties and obligations under this section shall survive the termination of this contract and shall apply to all acts or omissions taken or made in connection with the performance of this contract regardless of the date any potential claim is made or discovered by MITCHELL COUNTY CONSERVATION or any other Indemnified Party.

ARTICLE 11 - WARRANTY

The CONTRACTOR shall warrant that the work, for a period of one year from the date of final acceptance by MITCHELL COUNTY CONSERVATION, shall remain free from all defects in workmanship and material and that it will comply with the requirements of this contract governing the work. It is understood and agreed that in the event of defects and the necessity of making repairs to the work during the warranty period, MITCHELL COUNTY CONSERVATION will notify the CONTRACTOR and provide a reasonable time to the CONTRACTOR to make such repairs. The CONTRACTOR shall submit all notices of guarantees, warranties and certificates complying with this section prior to final payment being made.

ARTICLE 12 - RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS

MITCHELL COUNTY CONSERVATION shall have the right to review and observe, at any time, completed work or work in progress related to the contract. The CONTRACTOR shall permit MITCHELL COUNTY CONSERVATION or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the CONTRACTOR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Upon the request of MITCHELL COUNTY CONSERVATION, the CONTRACTOR shall deliver to MITCHELL COUNTY CONSERVATION or its agents said documentation or materials.

ARTICLE 13 - PUBLIC RECORDS; RECORDS RETENTION

All records created pursuant to this contract shall be public records and subject to Iowa Code chapter 22, the Iowa Open Records Law. All records created pursuant to this contract shall be submitted to MITCHELL COUNTY CONSERVATION within 5 business days of its request. All records created pursuant to this contract shall be retained in accordance with the relevant state of Iowa records retention schedule.

ARTICLE 14 - SURVIVAL OF AGREEMENT

If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

ARTICLE 15 - GOVERNING LAW

This contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

ARTICLE 16 - COMPLIANCE WITH LAWS

The CONTRACTOR agrees that, during the duration of and as a condition of MITCHELL COUNTY CONSERVATION'S duty to perform under the terms of this contract, it shall be in compliance with all applicable laws and regulations of the state and federal government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

ARTICLE 17 - ASSIGNMENT AND DELEGATION

The CONTRACTOR may not assign, transfer or convey in whole or in part this contract without the prior written consent of MITCHELL COUNTY CONSERVATION. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The CONTRACTOR may not delegate any of its obligations or duties under this contract without the prior written consent of MITCHELL COUNTY CONSERVATION.

ARTICLE 18 - WRITING REQUIRED

No change, modification, or termination of any of the terms, provisions or conditions of this contract shall be effective unless made in writing and signed by the parties.

ARTICLE 19 - IMMUNITY FROM LIABILITY

Every person who is a party to the contract is hereby notified and agrees that the State, MITCHELL COUNTY CONSERVATION, and all of their employees, agents, successors, and assigns are immune from liability and suit for the CONTRACTOR's and its subcontractors' activities involving third parties arising from the contract.

ARTICLE 20 - CERTIFICATION REGARDING SALES AND USE TAX

By executing this contract, the CONTRACTOR certifies that it is either (a) registered with the Iowa MITCHELL COUNTY CONSERVATION of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1(42) and (43). The CONTRACTOR also acknowledges that the MITCHELL COUNTY CONSERVATION may declare the contract void if the above certification is false. The CONTRACTOR also understands that fraudulent certification may result in the MITCHELL COUNTY CONSERVATION filing action for damages for breach of contract.

Upon execution of this contract, an Iowa Construction Sales Tax Exemption Certificate will be available upon request.

ARTICLE 21 – INDEPENDENT CONTRACTOR

The status of the CONTRACTOR shall be that of an independent contractor. The CONTRACTOR, and its employees and agents performing under this contract are not employees or agents of the State or any agency, division or MITCHELL COUNTY CONSERVATION of the State. Neither the CONTRACTOR nor its employees shall be considered employees of MITCHELL COUNTY CONSERVATION or the State for Federal or State tax purposes. MITCHELL COUNTY CONSERVATION will not withhold taxes on behalf of the CONTRACTOR. The CONTRACTOR shall be responsible for payment of all taxes in connection with any income earned from performing this contract.

ARTICLE 22 - USE OF THIRD PARTIES AND SUBCONTRACTORS

- A) The CONTRACTOR may contract with third parties for the performance of any of Contractor's obligations under this Contract, provided the work subcontracted does not exceed seventy percent of the total Project. If the CONTRACTOR utilizes a subcontractor or subcontractors, then the following conditions shall apply: Prior to a subcontractor working on site, a copy of the subcontract including the name, address, phone number, Federal ID Number, Contractor Registration Number, type of work to be performed and the dollar amount for each subcontract must be provided to MITCHELL COUNTY CONSERVATION;
- B) All subcontracts shall be subject to prior approval by MITCHELL COUNTY CONSERVATION. MITCHELL COUNTY CONSERVATION's consent shall not be deemed in any way to provide for the incurrence of any obligation of MITCHELL COUNTY CONSERVATION in addition to the remuneration agreed upon in this contract.;

- C) The CONTRACTOR may enter into subcontracts to complete the work required by this contract provided that the CONTRACTOR remains responsible for all services performed under this contract. No subcontract or delegation of work shall relieve or discharge the CONTRACTOR from any obligation, provision, or liability under this CONTRACT. The CONTRACTOR shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor;
- D) All applicable restrictions, obligations and responsibilities of the CONTRACTOR under this Contract also shall apply to the subcontractors;
- E) MITCHELL COUNTY CONSERVATION shall have the right to request the removal of a subcontractor from the contract for good cause. The CONTRACTOR shall indemnify, defend and hold harmless MITCHELL COUNTY CONSERVATION and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of CONTRACTOR's breach of any subcontract in which it enters, including the CONTRACTOR's failure to pay any and all amounts due by CONTRACTOR to any subcontractor;
- F) Each subcontract shall contain provisions for MITCHELL COUNTY CONSERVATION's access to the subcontractor's books, documents, and records and for inspections of work, as required of CONTRACTOR herein;
- G) Any action of a subcontractor, which, if done by CONTRACTOR, would constitute a breach of this contract, shall be deemed a breach by the CONTRACTOR and have the same legal effect; and
- H) If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence was reasonably foreseeable, then the CONTRACTOR shall be in default and Article 23, "Delay or Impossibility of Performance," shall not be applicable.

ARTICLE 23 - DELAY OR IMPOSSIBILITY OF PERFORMANCE

The CONTRACTOR shall not be in default under this contract if performance is delayed or if CONTRACTOR may not reasonably perform the contract due to an act of God. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the CONTRACTOR, and without the fault or negligence of the CONTRACTOR. If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence the CONTRACTOR should have been able to anticipate or prevent, then the CONTRACTOR shall be in default and this paragraph shall not be applicable. It shall be the responsibility of the CONTRACTOR to prove that performance was delayed or impracticable within the meaning of this paragraph.

This contract is an EXAMPLE of the instrument the successful bidder must sign in order to perform the work under this project.

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the effective date as specified by MITCHELL COUNTY CONSERVATION below.

FOR MITCHELL COUNTY CONSERVATION BOARD:

FOR THE CONTRACTOR:

MITCHELL COUNTY CONSERVATION BOARD Signatory,
Title

Legal Name of Company

Date:

Signature

Printed Name

Title

Address

Date

Seal, if by a corporation

Iowa Contractor Registration No. _____

**ATTACHMENT A
PROPOSAL**

PROJECT: Otranto Dam Removal and Rapids Construction CONTRACT NO.: 001
 LOCATION: Otranto, IA, Cedar River and 480th Street

ITEM NO.	DESCRIPTION	EST. QUANTITY	UNITS	UNIT PRICE*		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1	Mobilization	1	L.S.				
2	Remove and Replace Utility Pole	1	EACH				
3	Removal of Boat Ramp	1	L.S.				
4	PC Concrete, Class C, formed and grooved per plan.	32	C.Y.				
5	Erosion Control Seeding. Apply grass seed where specified by owner. On remainder, apply 12 lbs per acre winter wheat and 12 lbs per acre Virginia wildrye.	3	ACRES				
6	Clearing and Grubbing	1	L.S.				
7	Grading. Regrade banks per plan, move existing in-channel materials per plan notes.	1	L.S.				
8	Remove Dam. Broken per plan. Concrete spoil site to be determined by contractor.	1	L.S.				
9	Revetment Stone, Iowa DOT Class B. Delivered and placed.	1,440	TONS				
10	Revetment, Iowa DOT Class A. Delivered and placed.	350	TONS				
11	Revetment, Class 'E' (Rip-Rap). Delivered and placed.	22	TONS				
12	Weir Stones, minimum 3'x4'x4. Delivered and placed to plan top elevations within .1'.	325	EA				
13	Remove and Replace Fence	1	L.S.				
14	Modified Subbase	600	TONS				

*Unit Prices Prevail

Proposed Bid Total: \$ _____

By virtue of statutory authority, preference will be given to products grown and coal produced within the State of Iowa.

Signature Date

Legal Name of Company

Printed Name

Street Address

Title

City, State, Zip Code

Iowa Contractor Registration No

Phone No. Fax No.

Email Address

Bidder Acknowledges Receipt of Any Issued Addenda
Below (Number and Date)

List of Subcontractors
(Attach additional pages, if necessary)

This proposal will be void if not accepted by the owner within 45 days of the deadline for submission of proposals described in the General Information and Instructions to Bidders for this project.

**ATTACHMENT B
PROJECT COMPLETION CHECKLIST**

MITCHELL COUNTY CONSERVATION shall utilize the following checklist to ensure the CONTRACTOR has complied with the terms of the CONTRACT and determine whether the CONTRACTOR is eligible for requested payment.

Pre-Construction Checklist: Ensure documentation submitted meets established MITCHELL COUNTY CONSERVATION requirements

- Certificate of Liability Insurance
- Internal Revenue Service (IRS) W-9 (*submit with payment documentation*)
- Subcontractor contracts reviewed and approval granted (*if applicable- see MITCHELL COUNTY CONSERVATION Purchasing Agent*)
- Performance Bond (*if applicable- see DNR Field Engineer*)
- Required Permits (*if applicable- see Field Engineer*)
- Signed Contract, including Amendment if applicable

Post-Construction Checklist:

- Correct materials and/or quantities are installed.
- Work conforms to the scope of work.
- Work meets the dimensions specified within tolerance.
- CONTRACTOR has restored the work site to original condition and corrected any damages; this includes removing any construction debris and cleaning the work area.
- Work is fully functioning as designed.
- CONTRACTOR has provided all manufacturer's warranty information.
- The work meets or exceeds all applicable codes, as designed.
- The work has passed all required inspections, i.e., required electrical inspections.
- CONTRACTOR has delivered all equipment manuals to MITCHELL COUNTY CONSERVATION, if applicable.
- The CONTRACTOR has removed all of its equipment from the work site.
- CONTRACTOR has provided all salvage materials to MITCHELL COUNTY CONSERVATION staff, if required in the scope (i.e., materials or old equipment are saved as part of the work, to be incorporated into the work or held by MITCHELL COUNTY CONSERVATION for other work outside the scope of the contract).
- Retain a copy of the contract in the project file. Fax or scan and email a copy of the contract to your bureau contract representative.

Payment Processing Documentation Checklist:

- MITCHELL COUNTY CONSERVATION BOARD Issued Final Acceptance Letter- Signed, Dated
- Copy of Signed Contract, including Amendment if applicable
- Bid Proposals/MITCHELL COUNTY CONSERVATION Bid Quotation Form
- TSB Posting Email Notice
- Vendor Invoice, including accounting string and Bureau Chief signature
- Internal Revenue Service (IRS) W-9

This list is not exhaustive, and the contract, including the scope of work, imposes additional requirements on the CONTRACTOR beyond those described herein for the CONTRACTOR to be eligible for payment under the contract.

ATTACHMENT C

Stone Specifications

Virgin Stone Requirements Revetment Type Revetment Quality Test Limits (max) Test Method Primary projects: Class A & B revetment All projects: Class C & E revetment Alumina 0.7 Iowa 222 A Freeze 10 Iowa 211, Method A Secondary Pore Index 25 Iowa 219. Specific gravity must be 2.60 or greater.

1. Class A Revetment. Nominal top size of 400 pounds (180 kg). At least 75% of the stones are to weigh more than 75 pounds (35 kg). None less than 50 pounds (25 kg). Stones are to have at least one flat face with one dimension at least 15 inches (375 mm).
2. Class B Revetment. Nominal top size of 650 pounds (300 kg). At least 20% of the stones are to weigh more than 500 pounds (225 kg). At least 50% of the stones are to weigh more than 275 pounds (125 kg). At least 90% of the stones are to weigh more than 25 pounds (10 kg).
3. Weir stones.