

PROJECT MANUAL

Wildcat Bluff Recreation Area Campground Improvements

Benton County Conservation

Center Point, Iowa



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SECTION 00005 – CERTIFICATION


PROJECT MANUAL


for

Wildcat Bluff Recreation Area Campground Improvements

Benton County Conservation

Center Point, Iowa

	<p>I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.</p> <p>Resigned by: <u>Emily Naylor</u> Date: <u>July 25, 2024</u></p> <p>Emily C. Naylor License No. 00424 My renewal date is June 30, 2026 Pages or sheets covered by this seal: <u>Division 00</u></p>
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	<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>Resigned by: <u>Rich Larson</u> Date: <u>July 25, 2024</u></p> <p>Richard K. Larson License No. 16014 My renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>Specification Sections: Division 26</u></p>
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Benton County Conservation**

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DRAWINGS (UNDER SEPARATE COVER):

13 sheets numbered A.01 through S1.01 inclusive, dated July 9, 2024, and with each sheet bearing the following general title:

Benton County Conservation
Wildcat Bluff Recreation Area Campground Improvements

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2024 EDITION
unless modified herein.**

******END OF SECTION******

NOTICE TO BIDDERS

Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before 2:00 P.M. on August 9, 2024, in the office of the Benton County Conservation Nature Center located on the southwestern edge of Rodgers Park, 5718 20th Ave Dr, Vinton, IA 52349.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 P.M. on August 9, 2024, in the office of the Benton County Conservation Nature Center located on the southwestern edge of Rodgers Park, 5718 20th Ave Dr, Vinton, IA 52349 with the results being reported to the Benton County Conservation at its meeting at 5:30 P.M. on August 12, 2024 at which time the Conservation Board may take action on the proposals submitted or at such time as may then be fixed. The Benton County Conservation Board reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the Benton County Conservation.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Conservation Board. All work related to the shower house must be completed by September 20, 2024 to accommodate the delivery of the previously procured structure. The remainder of the Contract must be substantially complete on or before December 1, 2024. Liquidated damages as set forth in Section 00500 – Contract, in the amount of \$100 per day. Maintenance and Warranty bond shall be held in effect to guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 1-year from and after final acceptance of the work.

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. The bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after issuance of Notice of Award by the County Conservation Board, the bid security may be forfeited or cashed by the County Conservation Board as liquidated damages.

Contract Documents. A complete digital project bidding documents are available on the county's bid page https://www.bentoncountyia.gov/bid_notices/.

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

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. Benton County Conservation will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials.

PROJECT DESCRIPTION: The project generally consists of improvements to an existing campground within Wildcat Bluff Recreation Area. The project includes the removal of a vault-style restroom, installation of a dump station with septic holding tanks, reworking of existing granular drives, earthwork, electrical distribution, water distribution, septic system connection, development of a camp host site with granular pad, water, electrical and sanitary connections. A prefabricated shower house building shall be provided and installed by others in coordination with this project. The shower house site preparation included in this project requires earthwork, concrete parking and walkways, concrete footings and foundation, water service connection, electrical service connection, and septic system connections. Incidental to this project shall be the coordination with the shower house manufacturer and septic system installer. It is critical to complete the site preparation necessary to receive the pre-manufactured precast concrete shower house facility on or before September 20, 2024.

The Notice is given by order of the Benton County Conservation Board

Shelby William, Conservation Director

Benton County Conservation

NOTICE OF PUBLIC HEARING

**WILDCAT BLUFF RECREATION AREA CAMPGROUND IMPROVEMENTS
BENTON COUNTY CONSERVATION
CENTER POINT, IOWA**

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the Benton County Conservation Board on the proposed contract documents (plans, specifications, and form of contract) at its meeting at 5:30 P.M. on August 12, 2024, in the office of Benton County Conservation Nature Center located on the southwestern edge of Rodgers Park, 5718 20th Ave Dr, Vinton, IA 52349.

PROJECT DESCRIPTION: The project generally consists of improvements to an existing campground within Wildcat Bluff Recreation Area. The project includes the removal of a vault-style restroom, installation of a dump station with septic holding tanks, reworking of existing granular drives, earthwork, electrical distribution, water distribution, septic system connection, development of a camp host site with granular pad, water, electrical and sanitary connections. A prefabricated shower house building shall be provided and installed by others in coordination with this project. The shower house site preparation included in this project requires earthwork, concrete parking and walkways, concrete footings and foundation, water service connection, electrical service connection, and septic system connections. Incidental to this project shall be the coordination with the shower house manufacturer and septic system installer. It is critical to complete the site preparation necessary to receive the pre-manufactured precast concrete shower house facility on or before September 20, 2024.

At said hearing, the **CONSERVATION BOARD** will consider the plans, specifications, proposed form of contract, the same now being on file in the office of Benton County Conservation, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said **CONSERVATION BOARD** will also receive and consider any objections to said plans, specifications, and form of contract made by any interested party.

INSTRUCTIONS TO BIDDERS

Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please 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 a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the Benton County Conservation, hereinafter called the "Owner".
- 1.04 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 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. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Form
 - Part G – Identity of Bidder
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which 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.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in Benton County, Iowa.

Work on the improvements shall commence upon approval of the contract by the Conservation Board and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Public Access:

A. Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for maintaining a park that is open to the public. The project area may not impede access to nearby camping cabins or shelters clearly outside of the construction limits.

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by Benton County Conservation and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless Benton County Conservation from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 1-year from and after acceptance of the work.

- 3.04 Benton County Conservation, 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 ensure that with 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.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is 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 of 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. If it is determined that this may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The County will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.

5.02 The Contractor shall provide a listing to the County identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.

5.03 Income Tax:

- A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
- B. If the successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

SECTION 00410 - PROPOSAL

Wildcat Bluff Recreation Area Campground Improvements
 Benton County Conservation
 Center Point, Iowa

PROPOSAL: PART A – SCOPE

The Benton County Conservation, hereinafter called the “Owner”, has a need of a qualified contractor to complete the work comprising the below referenced project. The undersigned Bidder hereby proposes to complete the work comprising the below referenced project as specified in the contract documents, which are officially on file with the Owner, in the office of the Benton County Conservation Nature Center, at the prices hereinafter provided in Part C of the Proposal, for the Wildcat Bluff Recreation Area Campground Improvement project.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this 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 FORM

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

LUMP SUM BID (BASE BID)	
DESCRIPTION	LUMP SUM AMOUNT (BASE BID)
Wildcat Bluff Recreation Area Campground Improvements	\$

ADD ALTERNATE	
DESCRIPTION	ADD ALTERNATE AMOUNT
7800 SF of Chip/Seal Per Sheet C2.01	\$

Bidder Name, Phone Number and E-Mail Address

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Owner, 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 only, not including any 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 Owner, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Substantially complete the work on or before as detailed in Section 00500 – Contract; and

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 Owner; 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
5. That the bid 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;
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART G - IDENTITY OF BIDDER

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

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

The bidder shall enter its Public
Registration Number _____ - _____
issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

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

Bidder

Signature

By _____

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone Number

E-Mail Address

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

Name

Title

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

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 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.

BID BOND

Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and

_____, as Surety, are held and firmly bound unto, Benton County Conservation as Oblige, (hereinafter referred to as "the Owner"), in the penal sum of _____ dollars (\$ _____), 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 Owner a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Wildcat Bluff Recreation Area Campground Improvements

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 Owner may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

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

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Owner 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 Owner 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

 Name of Attorney-in-Fact/Officer

 Company Name

 Company Address

 City, State, Zip Code

 Company Telephone Number

By _____
 Bidder

 Signature

 Name (Print/Type)

 Title

 Address

 City, State, Zip Code

 Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive 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 or official adhesive seal.

CONTRACTOR AGREEMENT
Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

1. The Parties. This Contractor Agreement (Agreement) made on 2024, is between

Contractor

and Owner

Benton County Conservation

5718 20th Ave Drive
Vinton, IA 52349

All of whom agree as follows:

2. The Client. The Contractor acknowledges that any work performed under this Agreement must be in accordance with the latest version agreement(s) made between the Owner and Contractor.

3. Scope of Work.

The Contractor hereby agrees to complete the work comprising the Wildcat Bluff Recreation Area Campground Improvements as specified in the contract documents, which are officially on file with the Owner, in the office of the Benton County Conservation Nature Center, 5718 20th Avenue Drive, Vinton, Iowa. This contract includes all such contract documents. All work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Owner.

4. Location. The primary location for the Services completed by the Contractor shall be:

- 3139 57th St Trail, Center Point, IA 52213

5. Schedule.

- a) All work to accommodate the placement of the shower house structure shall be completed by September 20, 2024.
- b) The remainder of the work shall be substantially complete on or before December 1, 2024.

6. Contract Amount. Payment for the Services including any alternates shall be _____ lump sum.

7. Payment Method. Payment shall be made by the Owner on a monthly basis for completed work.

8. Insurance. The Contractor shall be required to have insurance set forth in this Section under the following terms before commencing Services:

Benton County Conservation - 24X135197000

CONTRACT

July 23, 2024

PAGE 00500-1

A.) Coverage Types:

- **General Liability Insurance:** Contractor shall carry minimum primary General Liability Insurance for the following amount: \$1,000,000
- **Vehicle Liability Insurance:** Required insurance policy on all owned, hired, and non-owned vehicles of the Contractor for combined single limit liability for each accident incurring bodily injury and/or property damage.

B.) Additional Insurance Requirement: Name the owner as the additional insureds under the General Liability Insurance required by this Section and any such insurance afforded to the additional insureds shall apply as primary insurance.

C.) Certificates of Insurance. Certificates of insurance, and the required additional insured and other endorsements, including waivers of subrogation shall be furnished to Contractor before the performance of any Services.

D.) Maintenance/Cancellation of Insurance. There will be no cancellation or reduction of coverage of any required insurance without thirty (30) days' written notice to the Contractor. Such notice may be sent by the Contractor's insurance carrier, insurance broker, or the Contractor.

E.) Waiver of Subrogation. Contractor waives all rights against the Owner, other Contractors, and their agents.

F.) Exclusions. The above insurance coverages are operations by or on behalf of the Contractor providing insurance for bodily injury, personal injury, and property damage for the limits of liability indicated, including but not limited to, coverage for

- (1) the premises and operations; (2) products and completed operations; (3) contractual liability; (4) construction means, methods, techniques, sequences, and procedures, including safety and field supervision. Such coverage shall not be subject to any of the following limiting or exclusionary endorsements: subsidence or earth movement, prior acts or work, action over – precluding indemnity for passive acts of Contractor contributing to injury of a Contractor's employee, contractual limitation – eliminating cover for assumed liability, supervisory or inspection service limitation, insured vs insured cross suits, clauses terminating coverage after a specific period of time, residential or habitational limitation if the Services include residential or habitational work, classification limitation voiding coverage for work not specified, defense inside limits provision, and sub-Contractor insurance coverage exclusions for failure to satisfy coverage conditions.

9. Change Orders. Documentation of Change in Contract Sum and Contract Time:

- All change orders must be in writing and approved in writing.
- Maintain detailed records of work performed on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation
- On request of Owner Representative, support each claim for additional costs, and for work done on a time and material basis, with the following additional information:
 - Origin and date of claim.
 - Dates and times work was performed, and by whom.
 - Time records and wage rates paid.
 - Invoices and receipts for products, equipment, and subcontracts, similarly documented.

10. Time. Contractor shall provide the Owner with scheduling information in a form acceptable to the Owner. Contractor shall coordinate its Services with that of all other sub-contractors, suppliers and/or materialmen so as not to delay or damage their performance.

11. Inspection of Services. Contractor shall make the Services accessible at all reasonable times for inspection by the owner or owner's representative. Contractor shall, at the first opportunity, inspect all material and equipment

delivered to the job site by others to be used or incorporated in the Contractor’s Services and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by the owner or owner’s representative or any authorized third (3rd) party.

12. Labor Relations. Contractor shall maintain labor policies in conformity with the State of Iowa laws.

13. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the Owner along with any of their agents, employees, or individuals associated with their organization from claims, demands, causes of actions and liabilities of any kind and nature whatsoever arising out of or in connection with the Contractor’s Services or operations performed under this Agreement and causes or alleged to be caused, in whole or in part, by any act or omission of the Contractor or anyone employed directly or indirectly by Contractor or on sub-contractor’s account related to Contractor’s Services hereunder. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any passively negligent act or omission of the Owner or Contractor, or their agents or employees, but Contractor shall not be obligated to indemnify any party for claims arising from the active negligence, sole negligence, or willful misconduct of Contractor or their agents or employees or arising solely by the designs provided by such parties. To the extent that State law limits the defense or indemnity obligations of the Contractor, the intent hereunder is to provide the maximum defense and indemnity obligations allowed by the Contractor under the law. The indemnity set forth in this Section shall not be limited by any insurance requirement or any other provision of this Agreement.

14. Entire Agreement. This Agreement represents the entire agreement between the Owner and Contractor. This Agreement supersedes any prior written or oral representations. Contractor and its sub-contractors, suppliers and/or materialmen are bound to the Owner by the prime contract and any contract documents incorporated therein, to the Services provided and covered in this Agreement.

IN WITNESS WHEREOF, this Agreement was signed by the parties under the hands of their duly authorized officers and made effective as of the undersigned date.

OWNER: Benton County Conservation

Signature _____ Date _____

Print Name _____

CONTRACTOR:

Signature _____ Date _____

Print Name _____

Company Name _____

Company Address _____

Contact Phone and E-mail Address _____

Contractor shall return a signed copy of contract and certificate of insurance

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

Benton County Conservation - 24X135197000

July 23, 2024

CONTRACT

PAGE 00500-3

1. All Contractors: The Contractor shall enter its Public Registration No. _____ 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. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Owner or Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. 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 Owner or 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 Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____

Name of Surety _____

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

CORPORATE ACKNOWLEDGMENT

State of _____)
 _____) SS
 _____ County)

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

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

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
_____) SS
_____ County)

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

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

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Owner"), 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 Owner, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Wildcat Bluff Recreation Area Campground Improvements project in Center Point, Iowa.

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 for the stated maintenance period.

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:

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 Owner from all outlay and expense incurred by the Owner 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.

PAYMENT: The Contractor and the Surety on this Bond are 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 which the Owner 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, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, 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;

To keep all work in continuous good repair; and

To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

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 twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

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.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

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 Owner 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, attorney's fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner 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 Owner 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 Owner incurs any "outlay and expense" in defending itself with respect to 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 Owner 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 with respect to this Bond, the parties agree that the venue thereof shall be Benton County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Owner, the Contractor and the Surety agree, jointly and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Owner, by law. The Owner 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).

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)

Witness our hands, in triplicate, this _____ day of _____, 202__.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code. (Require only if Attorney-in-Fact is not also an Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal or official adhesive 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 or official adhesive seal.

SPECIAL PROVISIONS

FOR

Wildcat Bluff Recreation Area Campground Improvements
Benton County Conservation
Center Point, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Not included in this project.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2024 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Owner” and “City” shall mean the Benton County Conservation, acting through the Wildcat Bluff Recreation Area Campground Improvements Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Avenue, Suite 101, Des Moines, IA 50309, (515) 259-9190.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2024 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.
- (a) Electronic submittal of shop drawings will be allowed.
- (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor. The Engineer will return electronic copies.

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, coordination, and associated work for the construction of the Wildcat Bluff Recreation Area Campground Improvements as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish three (3) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Staging plan.
 - vi) Such other information as the Engineer may request to insure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) American National Standards Institute (ANSI).
 - v) American Water Works Association (AWWA).
 - vi) American Welding Society (AWS).
 - vii) Federal Specifications (FS).
 - viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
 - ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
 - x) Standards and Codes of the State of Iowa and the ordinances of the Owner.

- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8) CONSTRUCTION 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) Contractor shall cooperate with the County of Center Point, Iowa and the Engineer to minimize inconvenience to property owners, other Owners and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges of employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.
- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours to hours the park is open, unless otherwise directed by the Engineer or Owner.

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor may provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work or utilize the existing vault toilet located near the camping cabins.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on park roads outside of the construction limits.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Progress meetings will be held at an agreed upon frequency to review schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.
- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, shower house manufacturer, septic system installer, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.

- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Owner.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within confines of the campground area within Wildcat Bluff Recreation Area.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will ensure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.

17) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF CONTRACTOR

- a) Construction staking shall be the responsibility of the contractor and incidental to the lump sum project cost.

18) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Owner, approved by the Engineer, and coordinated by the Contractor. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

19) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.

- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Owner and affected property Owners 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Owner and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

20) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The County of Center Point, Iowa retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

21) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.

- b) All costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system shall be negotiated at the time the need is discovered and the approach is approved.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

22) SUBSTITUTIONS

- a) Procedure for request a Substitution prior to award of contract (during procurement) and after award of contract (during construction).
- b) Definitions:
 - i) Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - ii) Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - iii) Unavailability.
 - iv) Regulatory changes.
 - v) Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.

- vi) Substitution requests offering advantages solely to the Contractor will not be considered.
 - vii) Substitution requests offering significant cost advantages to the owner after the bid, must take into consideration public bidding laws and requirements.
 - viii) Any design related changes, updates and or coordination requirement by substitutions offered by the contractor will be paid for by the contractor.
 - ix) Requirements of "approved equal" require all aspects including but not limited to color, texture, general appearance, specific aesthetic requirements, longevity/maintenance, and delivery dates.
- c) A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
- i) Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - ii) Agrees to provide the same warranty for the substitution as for the specified product.
 - iii) Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - iv) Waives claims for additional costs or time extension that may subsequently become apparent.
 - v) Agrees to reimburse Owner and Architect/Engineer for review or redesign services associated with re-approval by authorities.
 - vi) Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - vii) Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - viii) All content noted in this specification shall be presented in a single, concise submittal. Submit an electronic document, combining the request form with supporting data into single document.
 - ix) Limit each request to a single proposed substitution item.
- d) Submittal Time Restrictions:
- i) During Procurement: Complete request including all data shall be submitted no less than 10 days in advance of the bid due date.
 - ii) During Construction: Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect/Engineer, in order to stay on approved project schedule.
 - iii) In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.
 - iv) Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
- (1) Bear the costs engendered by proposed substitution of:

- (2) Owner's compensation to the Architect/Engineer for any required redesign, time spent processing and evaluating the request.
- v) Other construction by Owner.
- vi) Other unanticipated project considerations.
- e) Substitutions will not be considered under one or more of the following circumstances:
 - i) When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - ii) Without a separate written request.
 - iii) When acceptance will require revisions to Contract Documents.
 - iv) When acceptance would compromise the intent of public bid requirements
- f) Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Addenda, Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

23) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Construction Staking
- Connections to existing storm sewer structures and pipes unless specified
- Coordination and cooperation with the Benton County Conservation
- Coordination and cooperation with shower house manufacturer and septic system installer
- Coordination and cooperation with other Contractors and Suppliers
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Granular backfill and bedding for storm and sanitary sewer/septic installation
- Granular surfacing removal
- Maintenance of erosion control measures, including silt removal
- Monitoring weather conditions
- Overhaul
- Pipe and structure bedding material
- Porous backfill for subdrain
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs
- Site cleanup
- Site restoration/seed bed preparation

Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content

******END OF SECTION******

NOTICE OF AWARD
(To be executed after bid is awarded)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, ST Zip _____

PROJECT TITLE: Wildcat Bluff Recreation Area Campground Improvements
PROJECT DESCRIPTION: _____
OWNER'S NAME: Benton County Conservation Board

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____, 20____, and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the _____ day of _____, 2024.

You must deliver to the OWNER Three (3) fully executed counterparts of the Agreement, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Agreement acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Agreement.

Dated this, the _____ day of _____, 2024.

Benton County Conservation
Benton, IA 52653

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the _____ day of _____, 2024.

BY: _____

TITLE: _____

NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved)

TO: Contractor

Date:

Address 1

Project Title: Wildcat Bluff Recreation Area
Campground Improvements

Address 2

Project Owner: Benton County Conservation

City, ST Zip

Project Location: 3139 57th Center Point, IA 52213

You are hereby notified to commence WORK in accordance with the Agreement awarded on _____, 2024. The Contract Time shall commence to run on _____, 2024. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

Benton County Conservation

Benton, IA 52653

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,

this, the _____ day of _____, 2024.

BY: _____

TITLE: _____