

NOTICE TO BIDDERS

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATE OF COST FOR THE WRIGHT COUNTY ADW CLOSURE-WETLAND CREATION – 190TH STREET AND O'BRIEN AVENUE FOR IOWA AGRICULTURAL MITIGATION, INC, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

Public notice is hereby given that Iowa Agricultural Mitigation, Inc, in Burlington, Iowa, will meet at the Iowa Department of Agriculture and Land Stewardship Conference Room 2 on **February 15, 2024, at 3:00 p.m.**, at which time bids will be opened for the WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT near Elm Lake, Iowa. Sealed proposals will be received by the Iowa Department of Agriculture and Land Stewardship – 502 East 9th Street, Des Moines, IA 50319, until 3:00 p.m. on Thursday, February 15, 2024, at which time all sealed proposals will be publicly opened, read aloud and tabulated.

The work involved in WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT consists generally of 41,728 cubic yards of grading and topsoil placement, 240 linear feet of reinforced concrete pipe, 2,384 linear feet of polyethylene pipe, 80 linear feet of CMP, 765 tons of riprap, 560 tons of crushed gravel, 1,725 linear feet of straw wattles, 84.6 acres of buffer seeding, 2.8 acres of hydro-seeding, along with related subsidiary and incidental work. The total project cost is estimated to be between \$500,000 to \$650,000.

All work and materials are to be in strict compliance with specifications prepared by JEO Consulting Group in Ankeny, Iowa, which, together with the proposed form of contract and are by this reference made a part hereof as though fully set out and incorporated herein.

A pre-bid meeting will be held on Thursday, February 1, 2024, at 10:00 am located at Wright County Conservation Board, 1768 Obrien Ave, Clarion, Iowa. (phone 515-532-3185). Attendance at the pre-bid meeting is not mandatory but is highly recommended due to the complexity of the project. Minutes of the meeting and a plan holders list will be provided to all contractors who attend the pre-bid meeting or are placed on the plan holders list by contacting Iowa Department of Land Stewardship at 515-281-4243 or mary.baker@iowaagriculture.gov.

Each proposal shall have been sealed in an envelope and marked "WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT" Each bid must be accompanied in a separate envelope by a bid bond, cash or certified check in an amount equal to ten percent (10%) of the total bid, drawn on and certified by an Iowa Bank, made payable to Iowa Agricultural Mitigation, Inc. PO Box 313, Burlington, IA 52601, as security that the bidder will furnish the required bonds, and enter into a contract within 15 days after the award of the contract to them.

The successful bidder will be required to furnish a bond in the amount of the contract price, said bond to be issued by a responsible surety approved by the Iowa Agricultural Mitigation, Inc. and shall guarantee the faithful performance of the contract and the terms and the conditions therein contained, and shall guarantee the prompt payment of all materials and labor, and protect and save harmless the Iowa Agricultural Mitigation, Inc, from claims and damages of any kind caused by the operations of the Contractor or failure of the materials for a period of one year from and after the acceptance of the work by the Iowa Agricultural Mitigation, Inc. and guaranteeing the complete project against defective workmanship and/or materials for a period of one year from and after acceptance. If a bid bond is submitted, it must be on a form approved by the Engineer.

Payment to the Contractor will be made in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month. Estimates will be prepared during the last week of each month by the Contractor, subject to the approval of the Engineer, who will certify each approved estimate to Iowa Agricultural Mitigation, Inc., or payment on or before the 15th day of the month following. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Final payment to the Contractor will be made no earlier than thirty-one (31) days from and after the final acceptance of said work by the Engineer on behalf of Iowa Agricultural Mitigation, Inc. No such partial or final payment will be due until the Contractor has certified that the materials, labor, and services involved in each instance have been paid for in accordance with the requirements stated in the specifications. **The bidder should include sales tax in the bid.**

The work under the contract shall commence within 15 days after the Notice to Proceed. All work shall be fully completed by December 15, 2024.

Liquidated damages in the amount of \$200 per day will be assessed for each day that the work remains incomplete after the end of the contract period, with due allowance for extension of the contract period due to conditions beyond the control of the Contractor.

Plans and specifications may be downloaded free of charge from
<https://iowaagriculture.gov/dscwq/requests-proposals>. **Copies of plans and specifications are available by contacting JEO Consulting Group at 515-964-5310 for a \$100 plan fee.**

Iowa Agricultural Mitigation, Inc. hereby reserves the right to reject any or all bids, to waive informalities and irregularities and to enter into such contract as it may deem to be for its best interest.

Iowa Agricultural Mitigation, Inc.

Date: 1/11/2024

By /s/ Kim Perlstein
Kim Perlstein, Executive Director

END OF SECTION

1.1 DEFINED TERMS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, an EJCDC C-700 document prepared by the Engineers Joint Contract Documents Committee and published jointly by ACEC, NSPE and ASCE (2007 Edition), have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest qualified, responsible Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

1.2 COPIES OF BIDDING DOCUMENTS

- A. **Complete sets of the plans and specifications may be downloaded free of charge from <https://iowaagriculture.gov/dscwg/requests-proposals>. A paper copy is available for a \$100 plan fee by contacting JEO Consulting Group at 515-964-5310.**
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. Addenda and meeting notes will be sent to all plan holders and will not be posted to the website. All interested parties should contact Mary Baker with the Iowa Department of Agriculture and Land Stewardship at 515-281-4246 or at mary.baker@iowaagriculture.gov.

1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a bid to:
 - a) examine the Contract Documents thoroughly including specifications, drawings, and addendum.
 - b) visit the site to become familiar with local conditions that may affect cost, progress, or performance of the Work,
 - c) become familiar with federal, state, and local laws, ordinances, rules, and regulations that may affect cost, progress or performance of the Work; and
 - d) study and carefully correlate Bidder's observations with the Contract Documents.
 - e) notify Engineer of all conflicts, errors, ambiguities, or discrepancies in or between contract documents and other related data.
- B. Information and data reflected in the Contract Documents will respect to Underground Utilities at or contiguous to the site is based upon information and data furnished to the Owner and the Engineer by the owners of such Underground Utilities or others, and neither the Owner nor the Engineer assume responsibility for the accuracy or completeness thereof.
- C. Any additional reports, explorations or data relating to the subsurface conditions, soil conditions, water table conditions or other physical conditions is included at the end of this section. The interpretation of such technical data, including any interpolation or extrapolation thereof, together with non-technical data, interpretations, and opinions contained therein or the completeness thereof, is the responsibility of the Bidder.
- D. Before submitting a bid the Bidder, at their own expense, may perform or obtain any additional examinations, investigations, explorations and data which pertain to the physical conditions (surface

or subsurface) at the project site. Upon request the Owner will provide the Bidder access to the site to conduct such examinations, investigations and explorations as the Bidder deems necessary in preparation of a bid. Bidder shall be responsible for all explorations and shall restore all surfaces to existing conditions.

- E. The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Special Conditions, Technical Specifications or Drawings. All additional lands and accesses required for construction or storage of materials and equipment are to be provided by the successful Bidder.
- F. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

1.4 PRE BID MEETING

- A. A pre bid meeting, if scheduled, will be detailed in the Notice of Hearing and Letting. Pre bid meetings are not required to be attended, however are encouraged. Written minutes from the pre bid meeting will be developed by the Iowa Department of Agriculture and Engineer and will be e-mailed to all Bidders on the plan holders list prior to bid date regardless of attendance to the pre bid meeting.

1.5 INTERPRETATIONS

- A. All questions about the meaning or intent of the Contract Documents shall be submitted to Engineer in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

1.6 BID SECURITY

- A. Bid Security shall be made payable to Owner, in an amount of ten percent (10%) of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond issued by a Surety meeting the requirements of Article 5 of the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained by the Owner until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within 15 days of the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the 7th day after the "effective date of the Agreement" (which term is defined in the General Conditions) by Owner to Contractor and the required Contract Security is furnished or the 31st day after the Bid opening. Bid Security of other Bidders will be returned within 7 days of the Bid opening.

1.7 CONTRACT TIME

- A. The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is stated in the Notice of Hearing and Letting and set forth in the Agreement.

1.8 LIQUIDATED DAMAGES

- A. Liquidated damages if applicable are stated in the Bid Notice and set forth in the Agreement.

1.9 SUBSTITUTE MATERIAL AND EQUIPMENT

- A. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the "effective date of the Agreement". The procedure for submittal of any such application by Contractor and consideration by Engineer is set forth in the General Conditions which may be supplemented in the Special Conditions.

1.10 FEDERAL TAX I.D. NUMBER

- A. Each Bidder shall state its Federal Identification Number on the line provided on the Bid Form. The Owner is required to report to IRS on Form 1099 all payments involving labor or services provided by vendors, and lack of this number may delay contract payments until the number is provided.

1.11 LOCAL PREFERENCE

- A. By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the State of Iowa. Bidders resident in Iowa shall be allowed a preference over the bid of any Bidder from any other state enforcing or having a preference for resident Bidders, equal to such preference. So far as may be done under the law, CONTRACTOR shall give preference to labor residing in the vicinity of the community in which the project is located and to local concerns in the purchase of materials, insurance and bonds.

1.12 BID FORM

- A. The Bid Form is included in the Contract Documents. An unbound copy is included and is to be used for submission of bid. Additional copies may be obtained from Engineer.
- B. Bid Forms must be completed in ink or by typewriter and the bid signed. Names shall be printed below all signatures.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- F. The address to which communications regarding the Bid are to be directed must be shown.
- G. Bidders shall submit a Bid on a unit price or lump sum basis for each item of Work listed in the Bid schedule.
- H. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

1.13 SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Notice of Hearing and Letting and shall be in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and clearly marked "BID PROPOSAL". If the Bid is sent through the mail or other delivery system, the Bid Security shall be in a separate sealed envelope and labeled as noted above.
- B. A copy of the Bid Security or Bid Bond is included in the Contract Documents. An unbound copy is also included. The Bid Bond shall be completed and submitted along with the Bid Proposal however sealed in a separate envelope marked "BID SECURITY".

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Once Bids are being opened any unopened bids may not be withdrawn.

1.15 OPENING OF BIDS

- A. Bids will be opened at the location indicated in the Notice of Hearing and Letting and will be publicly read aloud, and an abstract of the amounts of the base bids and major alternates (if any) will be made available after the opening of Bids.

1.16 BIDS TO REMAIN OPEN

- A. All Bids shall remain open for thirty days after the day of the Bid opening, but Owner may, in their sole discretion, release any Bid prior to that date.

1.17 AWARD OF CONTRACT

- A. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between unit prices and extensions will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- B. In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and alternates and unit prices. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form, but Owner may accept them in any order or combination.
- C. Owner may conduct such investigations as necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidder's, proposed Subcontractors and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- D. Owner reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- E. If the contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- F. If the contract is to be awarded, Owner will give the Successful Bidder a written Notice of Award within thirty days after the day of the Bid opening unless specifically changed in Notice of Hearing and Letting.

1.18 PERFORMANCE AND OTHER BONDS

- A. Article 5 of the General Conditions set forth Owner's requirements as to performance and other bonds. When the successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required Contract Security.

1.19 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents including but not limited to Performance and Payment bond and insurance certificates. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached.
- B. If the bidder fails to enter into such contract within the period specified, the bid security deposited by the bidder shall be forfeited and shall become the property of the Owner.

1.20 SALES AND USE TAXES

- A. Owner is not tax exempt from Iowa State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Therefore, Contractors conducting contract work for must pay all sales and use taxes on materials and equipment incorporated in the Work.

END OF SECTION

THIS BID IS SUBMITTED TO:

Iowa Agricultural Mitigation, Inc.
c/o Iowa Department of Agriculture
and Land Stewardship
502 East 9th Street
Des Moines, IA 50319

PROJECT:

Wright County ADW Closure-Wetland Creation
190th Street and Obrien Avenue
Wright County, Iowa

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - a. BIDDER has examined copies of all the Contract Documents and of the following Addenda:

Identify by Date & Number _____
(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instructions to Bidders;
 - b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
 - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
4. BIDDER agrees that the Work will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
5. The following documents are attached to and made a condition of this Bid:
 - a. Required Bid Security of the type and in an amount equal to the sum set out in the Advertisement or Notice to Contractors.
 - b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
 - c. Required Bidder's Qualifications Statement with supporting data.
6. BIDDER will complete the Work for the following prices:

**WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT
190TH STREET AND OBRIEN AVENUE
WRIGHT COUNTY, IOWA**

ITEM NO.	ITEM DESCRIPTION	SPEC. NO.	QUANTITY & UNIT	UNIT PRICE	TOTAL PRICE
1.	Clearing and Grubbing	IA-01	1 LS	\$ _____	\$ _____
2.	Strip, Stockpile & Respread, Road Surfacing	IA-01	585 TN	\$ _____	\$ _____
3.	Remove and Dispose Pipe Culverts	IA-01	122 LF	\$ _____	\$ _____
4.	Fence Removal	IA-01	885 LF	\$ _____	\$ _____
5.	Straw Wattles, 12-inch diameter	IA-05	1,725 LF	\$ _____	\$ _____
6.	Seeding, Buffer Mix	IA-06	84.6 AC	\$ _____	\$ _____
7.	Hydroseeding, IDOT Type 3 Seed Mixture	IA-06	2.8 AC	\$ _____	\$ _____
8.	Mobilization	CS-08	1 LS	\$ _____	\$ \$ _____
9.	Traffic Control	CS-08	1 LS	\$ _____	\$ _____
10.	Tile Exploration	IA-09	2 HR	\$ _____	\$ _____
11.	Crush and Bury Tile	IA-09	1,133 LF	\$ _____	\$ _____
12.	Abandon Tile and Risers	IA-09	1 LS	\$ _____	\$ _____
13.	Excavation – East ADW Auxiliary Spillway	IA-21	1,678 CY	\$ _____	\$ _____
14.	Excavation – West ADW Roadway	IA-21	25,898 CY	\$ _____	\$ _____
15.	Earthfill – East ADW Berms	IA-23	865 CY	\$ _____	\$ _____
16.	Earthfill – East ADW Outlet	IA-23	150 CY	\$ _____	\$ _____
17.	Earthfill – West ADW Roadway	IA-23	21,362 CY	\$ _____	\$ _____
18.	Coarse Drainfill – Granular Bedding	IA-24	25 TN	\$ _____	\$ _____
19.	Topsoil Strip, Stockpile, Respread – 9 inches	IA-26	14,152 CY	\$ _____	\$ _____
20.	SW- 513 Intake Structure with SW-604 Type 6 Inlet	IA-31	1 EA	\$ _____	\$ _____
21.	RCP Culvert, 30-inch Diameter	IA+45	240LF	\$ _____	\$ _____

BID FORM**SECTION 0300**

22.	Concrete Pipe Apron, 30-inch Diameter	IA-45	3 EA	\$ _____	\$ _____
23.	Perforated CPT – 6-inch Diameter	IA-51	700 LF	\$ _____	\$ _____
24.	Dual Wall HDPE – 18-inch Diameter	IA-51	60 LF	\$ _____	\$ _____
25.	Dual Wall HDPE – 30-inch Diameter	IA-51	1,624 LF	\$ _____	\$ _____
26.	HDPE Surface Inlet – 6-inch Diameter	IA-51	2 EA	\$ _____	\$ _____
27.	CMP Tile Extension – 42-inch diameter, 20 feet	IA-51	1 EA	\$ _____	\$ _____
28.	CMP Apron with Apron Guard, 42-inch diameter	IA-51	1 EA	\$ _____	\$ _____
29.	CMP Pipe Culvert – 15-inch Diameter	IA-51	60 LF	\$ _____	\$ _____
30.	CMP Perforated Riser with Bar Guard, 24-inch Diameter	IA-51	1 LF	\$ _____	\$ _____
31.	CMP Water Control Structure with Grate and Storage Structure	IA-51	1 EA	\$ _____	\$ _____
32.	Revetment, IDOT Class E	IA-61	765 TN	\$ _____	\$ _____
33.	Road Surfacing, IDOT Class A Crushed Stone	IA-61	560 TN	\$ _____	\$ _____
34.	Geotextile Fabric	IA95	712 SY	\$ _____	\$ _____
35.	Electrical Line Relocation	IA-01	1 LS	\$ 15,000.00	\$ 15,000.00
<u>TOTAL BID</u>					\$ _____

7. Bidder agrees that the work will be started, substantially completed or completed as stated in the Notice of Hearing and Letting and in accordance with the Contract Documents which are made part of the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to start or complete the work as specified.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON _____.

COMPANY NAME: _____

SIGNED BY/TITLE: _____

PRINT NAME: _____

FEDERAL TAX ID. NO: _____

ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

END OF SECTION

To:

Re: WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT
190TH STREET & O'BRIEN AVENUE
WRIGHT COUNTY, IOWA
JEO PROJECT NO: 181939.00

Gentlemen:

The Owners, represented by the undersigned, have considered the proposal submitted by you for the above-referred work in response to the "Bid Notice".

It appears that it is the best interest of the said Owner to accept your proposal in the amount of \$_____, you are hereby notified that your proposal has been accepted for the construction of the WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT in Wright County, Iowa.

You are required to execute the formal contract with the undersigned Owner and to furnish the required Contractor's performance and payment bond and certificate of insurance within the terms specified in the Instructions to Bidders.

If you fail to execute said contract and to furnish said bond within fifteen (15) days from the date of delivery of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or otherwise dispose thereof as the Owner may see fit.

Three (3) copies of the Agreement are enclosed. You are required to return all the copies, together with the required bond and certificate of insurance, after putting your dated signature and attestation at places indicated.

Dated this _____ day of _____, 2023.

OWNER **Iowa Agricultural Mitigation, Inc.**

SIGNED BY _____

PRINT NAME _____

END OF SECTION

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by and between the IOWA AGRICULTURAL MITIGATION, INC., BURLINGTON. IOWA, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

WITNESSETH: That whereas the OWNER has heretofore caused in cooperation with Iowa Department of Agriculture and land Stewardship to be prepared certain plans, specifications and proposal blanks, for the Project generally described as follows: WRIGHT COUNTY ADW CLOSURE-WETLAND PROJECT, WRIGHT COUNTY IOWA, under the terms and conditions therein fully stated and set forth, and,

Whereas, said plans, specifications and proposal accurately and fully describe the terms and conditions upon which the CONTRACTOR is willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR as shown on Bid Form, and shall pay Contractor for completion of all work at the prices stated in Bid Form in the amount of \$ _____,
2. With a written Notice to Proceed received by the Contractor within 30 days of Bid opening all portions of the work shall be completed and accepted by December 15, 2024, subject to any contract time extension granted by the Owner.
3. Owner and Contractor recognize that time is of the essence on this Project and that the Owner may suffer financial loss if the work is not completed by the specified date plus any approved time extensions. Both parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss by the Owner should the work not be completed before the Contract completion date. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Owner \$200.00 for each day that expires after the time specified in Paragraph 2 above for completion and ready for final payment.
4. That this Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:

<ol style="list-style-type: none"> a. Specifications b. Plans c. Notice of Hearing and Letting d. Special Conditions e. General Conditions 	<ol style="list-style-type: none"> f. CONTRACTOR's Bid g. This Agreement h. Performance and Payment Bond i. Addenda Numbers _____
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Above components are complementary, and what is called for by one shall be as binding as if called for by all.

5. That payments are to be made to the CONTRACTOR in accordance with and subject to the provisions embodied in the documents made a part of this Contract.
6. That this Contract is executed in three copies.
7. In WITNESS WHEREOF, the Owner and Contractor have caused this Agreement to be executed the date first written above.

OWNER **Iowa Agricultural Mitigation, Inc.**

CONTRACTOR

By _____

By _____

Title _____
(SEAL)

Title _____
(SEAL)

ATTEST:

ATTEST:

Title _____

Title _____

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS, that we, _____, as Principal, hereinafter "Contractor" or "Principal", and _____, as Surety, are held and firmly bound unto _____, 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 _____, 20____, hereinafter the "Contract") wherein said contractor undertakes and agrees to construct the following described improvements:

WHEREAS, Contractor has by written agreement dated _____, _____, entered into a Contract with Owner for . . .

Project Description: _____

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

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the 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.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the 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 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from all work to be performed under the Contract within the period of 1 year 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; and

- B. To keep all work in continuous good repair; and
 - C. 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.
4. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than 5 years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way but shall include the actual and reasonable costs and expenses incurred by the 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 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 against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the 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 regarding this Bond, the parties agree that the venue thereof shall be _____ 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) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a word, 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.

PERFORMANCE, PAYMENT & MAINTENANCE BOND**SECTION 0600**

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.

SIGNED AND SEALED THIS _____ DAY OF _____, 20____.

PRINCIPAL:

Contractor

Signature

Title

SURETY:

Surety Company

Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE:

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

END OF SECTION

DATED _____

TO:

PROJECT: **Wright County ADW Closure-Wetland Project4**OWNER: **Iowa Agricultural Mitigation, Inc.**

You are hereby notified that the Owner has authorized you to commence work on the Project in accordance with the Agreement dated _____. In accordance with that Agreement the Completion Date for all work is December 15, 2024.

IOWA AGRICULTURAL MITIGATION, INC.

By:

(AUTHORIZED SIGNATURE)_____
(TITLE)**ACCEPTANCE OF NOTICE****Receipt of this Notice to Proceed is hereby acknowledged by:**

CONTRACTOR: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

PART 1 GENERAL**1.1 BID PRICES**

- A. The contract unit prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "Furnish and Place".
- B. Quantities and measurements indicated in the Bid Form are for contract purposes only. Actual quantities and measurements supplied or placed in the Work and approved by the Engineer shall determine payment.
- C. Unless specifically noted as a bid item in the Form of Proposal, all other work which must be performed to complete the project shall be considered as "Incidental Work" and the cost of such work (including furnishing and installing materials) shall be included in the unit prices of items of work.

1.2 MEASUREMENT

- A. The determination of pay quantities of work performed under the Contract will be made by the Engineer based upon the lines, grades and cross sections given, or measurements made by the Engineer or their assistants. All items will be computed in the units in the proposal.

1.3 PAYMENT

- A. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraces under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner for all risks of every description connected with all prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications.
- B. Payment will be made at the current unit prices listed in the BID.
- C. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work or stockpiled as provided herein.
- D. The Contractor shall submit his Application for Payment to the Engineer during the last week of the month. Engineer shall review and revise as appropriate. Engineer shall then submit application for payment to Owner.
- E. The Application of Payment shall be made on the Pay Estimate form provided by the Engineer.
- F. The Application for Payment shall be based on the valuation of the Work completed and materials delivered and suitably stored at the site as of the last day of the month.
- G. No payment will be made on account of materials stored at off-site locations without the Owner's prior approval to such payment. Such approval shall contain procedures to establish the Owner's title to and protect the Owner's interest in the materials and equipment including insurance, designate a location for storage, and provide for protection and transportation to the site. The Contractor shall submit such data substantiating their right to payment as the Owner/Engineer may require.

- H. To insure the proper performance of the contract, the Owner will retain 5% of the amount due the Contractor on account of progress payments. Such retainage will be retained by the Owner until final payment.
- I. Application for payment recommended to be paid by Engineer shall be submitted to Owner and shall be paid within the next calendar month.
- J. When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the contractor shall prepare and submit their final Application for Payment to the Engineer together with lien waivers, sales and use tax statements and other required submittals.

1.4 EXTRA WORK

- A. Extra work ordered by the Owner, of a quality or class not covered by the contract and its unit prices, will be paid for at an agreed price. The Owner and Contractor shall enter into a written agreement before such work is undertaken.

1.5 ITEMS

- A. Specific measurement and payment descriptions are detailed in each section of the specification for the type of work involved.
- B. The following work items are considered incidental to the project unless there is a specific bid item for the work. Their costs shall be included in unit prices developed by the Bidder. This list is intended to assist the Contractor in delineating incidental work, but are not all inclusive.
 - 1. All utility crossing repairs including concrete collars, Fernco couplings, fittings and pipe.
 - 2. Verify location and exposing existing utilities in advance to avoid pipe conflicts, location of service lines, etc.
 - 3. Disposing of construction rubble, concrete, asphalt, trees and all other excess excavated material.
 - 4. Dewatering.
 - 5. Removal and replacement of fences.
 - 7. All excavation, backfilling and compaction around structures.
 - 8. Cleanup of site and disposal of construction materials upon completion of project.
 - 9. Exploratory excavations.
 - 9. Coordination time while shutting down utility services or temporarily closing a portion of any street or driveway.
 - 10. Rodent guards or trash racks.

END OF SECTION

1.1 STANDARD FORM OF GENERAL CONDITIONS

- A. EJCDC C-700, Standard General Conditions of the Construction Contract, current edition, a document prepared by the Engineers Joint Contract Documents Committee and published jointly by ACEC, NSPE and ASCE, forms the General Conditions of this Contract.
- B. Copies of EJCDC C-700 are on file in the Engineer's office and may be obtained from him at a cost of \$20.00 per copy.

END OF SECTION

PART 1 GENERAL**1.1 GENERAL**

These Special Conditions make additions, deletions, or revisions to the General Conditions as indicated herein. All provisions which are not so amended or supplemental remain in full force and effect. Terms used in these Special Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.2 DEFINITIONS

- A. Whenever the term "Owner" is used in this specification, it refers to Owner as identified in the Advertisement.
- B. Whenever the term "Engineer" is used in this specification, it refers to JEO Consulting Group, Ankeny, Iowa.
- C. The word "approved" as used herein means "approved by Engineer".
- D. "Or equal" means "or approved equal".
- E. "IDOT Section" means a section of the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, series of 2015, including all Supplemental Specifications thereto.

1.3 GUARANTEE OF WORKMANSHIP, MATERIALS AND MAINTENANCE BOND

- A. The Contractor shall guarantee all work and equipment against defects for a period of at least one year from and after acceptance of the work.
- B. All construction shall be guaranteed for a period of one (1) year from the date of final acceptance by the Owner. Surety bonds approved by the Owner shall run for a like period. The Contractor shall repair or replace or cause the subcontractor to repair or replace any defective workmanship or materials, which will be decided by the Owner, and in a manner acceptable to the Owner of such defects. If said repairs or replacements are not done and completed as specified above, the Owner shall cause same to be done and completed as specified above, the Owner shall cause same to be done and the expenses incurred will be charged to the Contractor or their Surety. With the signed contracts, the Contractor shall provide the Owner with a maintenance bond, the length of which will be one (1) year and the coverage shall be for one hundred percent (100%) of the contract price. The time of said coverage for maintenance shall begin on the date of final acceptance by the Owner of the project.
- C. Materials and Workmanship: Unless otherwise stipulated in the specifications, all workmanship and equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their kind respectively, for the purpose intended. At any time during the course of construction, when in the opinion of the Owner, provisions of this contract are being violated by the Contractor or subcontractor, the Owner shall have the right and authority to order all construction to cease until said violation is corrected.

1.4 SALVAGE RIGHTS

- A. Unless specifically noted on the plans or specified herein, all items to be abandoned, removed or replaced shall become the property of the Contractor. Contractor shall be responsible for disposal or removal. If something is uncovered during the project the Owner shall retain right of ownership.

1.5 TESTS AND INSPECTIONS

- A. Where tests or inspections by an independent testing laboratory are required, the Contractor shall employ and arrange for, at their expense, the services of an approved independent testing laboratory, satisfactory to the Engineer. Submit reports and certificates of all inspections and tests to Engineer in duplicate for all materials required. No materials will be allowed to be incorporated into the project without written certification delivered and on file with the Engineer.
- B. Each subcontractor shall provide material samples required. Without additional charge, deliver the material to the testing laboratory or other agency as directed by the testing laboratory.

1.6 CONSTRUCTION STAKING

- A. Engineer shall set the necessary grade and line stakes to construct the work. Contractor shall give Engineer a minimum of 48 hours notice that such stakes are needed. The Engineer will try to accommodate the Contractor's request for staking, offsets, benchmarks, etc.
- B. The Contractor shall be responsible for reimbursing the Engineer to replace grade and line stakes disturbed by their operations or by their subcontractor. If the Engineer is requested to restake, they will bill the Contractor for that work at the rate of \$200.00 per hour.
- C. If during the course of construction, survey monuments (property lines), that were marked and shown to the Contractor are destroyed as a result of negligence by the Contractor than the Contractor shall be held responsible for replacement. The Contractor shall, prior to final payment, reimburse the Engineer at the rate of \$200.00 per hour for the replacement of any survey monuments.

1.7 CONTRACTOR'S USE OF PREMISES

- A. All improvements will be constructed on Owner's property, public right-of-way or on easements secured by Owner.
- B. Contractor shall confine their operations at the site to the project limits or temporary construction easements as shown or specified.
- C. Do not unreasonably encumber the site with materials and equipment. Maintain access to the site at all times for emergency vehicles.
- D. Assume full responsibility for protection and safekeeping of materials stored on the site.
- E. Contractor shall provide their own utilities on site including water, electric, phone and proper sanitary facilities.

1.8 CLEANING UP

- A. Contractor shall maintain the premises free from accumulation of waste materials or rubbish caused by the work. At the completion of the work, the Contractor shall restore all areas to original or better condition, including streets, drives, sidewalks, parking areas and lawns.

1.9 SHOP DRAWINGS AND SUBMITTALS

- A. After Award of Contract, Contractor shall submit electronic copies of manufacturer's literature, product data, catalog cuts or other information as specified in each specification section to allow

Engineer to review such data prior to incorporation into the work. Such information submitted is herein referred to as Shop Drawings.

- B. Contractor shall submit shop drawings on items that will be constructed off site for which dimensions, sizes, elevations, etc. should be reviewed prior to construction. Contractor shall also submit shop drawings for which specific manufacturers are mentioned.
- C. The Contractor may wish to submit shop drawings for a substitute manufacturer or an "as-equal" product. This request shall be in writing to the Engineer during any shop drawing submittal.
- D. Each shop drawing submittal shall contain a statement and signature by the Contractor that they have reviewed the enclosed shop drawings and the products meet the specifications. The submittal shall also include any substitute or as-equal requests.
- E. Engineer will review and comment on all shop drawings. If marked "Rejected, resubmit" Contractor shall supply corrected shop drawings. If marked "Reviewed" the Contractor shall at their risk furnish products for incorporation into the project.

1.10 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

- A. If during the course of construction, evidence of deposits or objects of historical or archaeological interest is found, the Contractor shall cease operations affecting the find and shall notify the Engineer who shall notify the Iowa Department of Natural Resources and the State Historic Preservation Officer (SHPO). No further disturbance of the deposits shall continue until the Contractor has been notified in writing by the Engineer that the State official has surveyed the find and made a determination to Owner of its significance. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the General Conditions.

1.11 SHIPMENT OF MATERIALS

- A. Proper shop drawing submittal and review must be accomplished prior to delivery of any materials to the site. Before making any shipment of materials to the project site, the contractor or subcontractor shall determine whether the project site is suitable to receive the shipment. If site is not suitable for storage materials shall be properly stored elsewhere at the expense of the contractor or subcontractor with adequate insurance coverage provided for all off-site storage.

1.12 SUBCONTRACTORS

- A. Prior to commencing any work the Contractor shall notify the Engineer and Owner of the names of the subcontractors proposed and shall not employ any subcontractor that the Owner objects to as incompetent or unfit to do the work either in materials or workmanship. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of their subcontractors and anyone employed directly or indirectly by them and this contract obligation shall be in addition to the liability imposed by law upon the Contractor. Nothing contained in the Contract Documents shall create any contractual ties between the subcontractor and the Owner. The Contractor shall have, at all times, a competent superintendent on the job site who can act as their stead in any case of disagreement between the subcontractor and the Owner.

1.13 UTILITY APPURTENANCES

- A. Appropriate utility companies shall be given sufficient notice to locate and mark appurtenances which might be uncovered or damaged by construction. Any damage to appurtenances subsequently located shall be repaired to the satisfaction of the utility company and Engineer at the Contractor's expense. This includes areas adjacent to the project limits which may be disturbed or traveled upon in the process of construction.

1.14 CONTRACT TERMINATION AND SUSPENSION OF WORK

- A. The provisions of the law as contained in HF288, an act to provide for termination of contractors for construction of public improvements when construction of work thereon is stopped because of a national emergency, shall apply to and be a part of this contract and shall be binding upon all parties hereto, including subcontractors and sureties upon any bond given or filed in connection herewith.
- B. Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work executed and any expense sustained plus reasonable termination expenses.
- C. Owner may, at any time without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension, as agreed to by both parties.
- D. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, then Contractor may, upon seven days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses.

1.15 INSURANCE COVERAGE

- A. The Contractor or any subcontractor shall not commence work under this contract until they have obtained all insurance required in the Contract Documents or such insurance as required by the Owner.
- B. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation:

a. State	As required by the State	
b. Applicable Federal	As required by the Statute	
c. Employer's Liability	<u>\$500,000</u>	Each Occurrence

2. Commercial General Liability:

a. Combined Single Limit	<u>\$1,000,000</u>	Each Occurrence
	<u>\$2,000,000</u>	Annual Aggregate

1) Products/Completed Operations	<u>\$2,000,000</u>	Annual Aggregate
2) Personal and Advertising Injury	<u>\$1,000,000</u> <u>\$2,000,000</u>	Each Occurrence Annual Aggregate

b. The Contractor's General Liability and Comprehensive Automobile liability insurance policy shall be endorsed to add the Owner and Engineer as additional insured.

3. Comprehensive Automobile Liability (including owned, hired and non-owned vehicles):

a. Bodily Injury	\$1,000,000 \$1,000,000	Each Person Each Occurrence
b. Property Damage or combined single limit of	\$1,000,000 \$2,000,000	Each Occurrence

4. Umbrella form excess liability coverage may be utilized to reach or exceed any of the limits defined above.

- C. Property Insurance: Contractor shall secure all-risk type of builder's risk insurance covering Work performed under the contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke until the date of final acceptance of the Work. The policy may exclude loss or damage caused by or resulting from errors in design or from the use of substandard materials or supplies used knowingly by or at the direction of the insured, but not excluding results, physical loss, or damage to other property covered hereunder. Neither exclusion shall apply in the event of fire, explosion, or acts of God.
- D. The policies providing this insurance shall name the Owner, Contractor, and their subconsultants as additional insureds as their respective interests shall appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner or being construed as relieving the Contractor or Subcontractors of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.
- E. Certificate of Insurance: The Contractor and all Subcontractors shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. Said policies shall not be thereafter canceled, permitted to expire, or be changed without notice of 10 days in advance to the Owner and consented by the Owner.

1.16 MODIFIED DRAWINGS

- A. The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- B. The modified drawings or "As-Built" shall be kept in good legible condition and shall show any deviations from shown location, show unknown utilities or features and show dimensions, sizes, elevations, material and locations to the best accuracy possible. One complete set of the

modified drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of modified drawings on the project site shall be reason to withhold payments.

END OF SECTION