

IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL

**DOLLIVER
STATE PARK**

FLOOD DAMAGE REPAIRS

WEBSTER COUNTY



PREPARED BY

IOWA DEPARTMENT OF NATURAL RESOURCES
ENGINEERING & REALTY SERVICES BUREAU
WALLACE STATE OFFICE BUILDING
DES MOINES, IOWA 50319-0034

PROJECT NO. 09-02-94-02

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WEBSTER COUNTY, IOWA
PROJECT NO. 09-02-94-02

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DOLLIVER STATE PARK
BRIDGES & DAM FLOOD REPAIRS
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Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources, Engineering Bureau, at the Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319-0034 until **11:00 A.M., January 15, 2009** for the various public improvement projects listed below, at which time they will be opened publicly. No bids shall be accepted by FAX. After the bid opening, information concerning bid results may be obtained by visiting the Department's website at www.iowadnr.gov or by calling (515) 242-6720.

Project documents, including drawings, specifications, proposal forms and addenda items are available at no cost in printable PDF format online at www.iowadnr.gov, by clicking on "Construction Bid Lettings" and following the Letting Dates links. Project documents may also be obtained by calling the Department at (515) 281-6313, and leaving the following information: name, address, telephone and FAX number; Federal Identification Number; and the project number(s) for which documents are sought. The Department will send the project documents as soon as possible and will include a billing statement in the amount of \$20.00 (non-refundable), for each set requested. The Department may reject a bid as non-responsive from a bidder who does not remit this payment, and may withhold future plans until such fees have been paid in full.

The Department shall comply with all public improvement procurement laws, as outlined in the plans and specifications and including but not limited to: Iowa Code chapter 26 related to public construction bidding; Iowa Code chapter 73 related to preferences; Iowa Code chapter 573 related to labor and materials on public improvements; rules promulgated by the Department of Administrative Services – General Services Enterprise as they may apply; rules promulgated by the Department of Natural Resources and the Natural Resources Commission, as they may apply; and any federal statutes, rules and/or executive orders that may be associated depending on funding sources. Bidders shall comply with these laws to be considered and are encouraged to be familiar with public improvement procurement requirements and the bidding documents before submitting a bid.

Each bidder shall accompany the bid with a bid security as defined in Iowa code section 26.8. The bid security must be in an amount set forth in the bidding documents and made payable to the Iowa Department of Natural Resources. Failure to execute a contract for the proposed work and file an acceptable Performance Bond in an amount equal to 100% of the contract price and a certificate of liability insurance within thirty (30) days of the date of the award of the contract will be just and sufficient cause for the rescinding of the award and the forfeiture of the bid security.

PLANS & SPECIFICATIONS ORDER FORM

PROJECT NO. _____ PHONE NO. _____

ADDRESS _____ FAX NO. _____

_____ PROJECT NO. _____

E-MAIL ADDRESS _____

MAKE CHECK OR MONEY ORDER PAYABLE TO: IOWA DEPARTMENT OF NATURAL RESOURCES

SPECIAL NOTICE TO CONTRACTORS

CONTRACTOR IS RESPONSIBLE FOR CONTACTING STATE STORMWATER PROGRAM COORDINATOR (515/281-7017) FOR INFORMATION RELATING TO STORM WATER PERMIT THAT IS NECESSARY IF CONSTRUCTION ACTIVITIES DISTURB ONE ACRE OR MORE.

Contractors are responsible for contacting the DNR Construction Inspector and arranging for an on-site review of the project.

Direct questions concerning the Project Design, Drawings and Specifications to:

Ken Jackson
Facilities Engineer
DNR Central Office
Des Moines, Ia. 50319
Ph: (515) 281-8684
Fax:(515) 281-8685

Direct questions concerning Site Review and Project Inspection to:

Richard Wilson, District Inspector
Des Moines, Iowa
Telephone: 515/250-3711
Fax: 515/277-0911

Direct questions concerning Bidding and Contract Procedures to:

Linda Miller, DNR Procurement
Wallace State Office Building
Des Moines, Iowa 50319-0034
Telephone: 515/281-3345

In accordance with House File 2622 implemented by Iowa Code Sections 442.42 (15) & (16) and 422.47.47(5), Contractors may purchase qualifying items for work on this contract exempt from sales tax. The DEPARTMENT will issue an authorization letter and exemption certificate to the prime contractor and each approved subcontractor." *Complete information on qualifying materials and supplies can be found at www.state.ia.us/tax, the Iowa Department of Revenue and Finance (IDRF) Web site. Links are found in the Business Taxes and Local Government categories. 701 IAC 19.1-20 is found in Tax Research/Tax Research Library.*

Recorded bid results can be accessed by calling 515/242-6720. Printed bid tabs will not be available for 3 working days after the Letting date.

**PROCEDURES FOR IMPLEMENTATION OF
40 CFR 35.3145(d) AND SECTION 129 OF P.L. 100-590**

(Minority / Women's / Small Rural Area Business Enterprise)

The following information must be contained in solicitation documents for construction contracts pursuant to 40 CFR Part 35.3145(d) and Section 129 of P.L. 100-590.

The bidder/offerer must fully comply with the requirements, terms, and conditions of EPA's policy to award a fair share of subagreements to minority, women's, and small rural area businesses. The bidder/offerer commits itself to taking affirmative steps contained herein. Bidders/offerers will take affirmative steps prior to submission of bid/proposals.

Affirmative Steps

1. When feasible, segmenting total work requirements to permit maximum MBE/WBE/SBRA participation.
2. Assuring that MBEs, WBEs and SBRA are solicited whenever they are potential sources of goods or services. This step may include:
 - a. Sending letters or making other personal contacts with MBEs and WBEs, (e.g., those whose names appear on lists prepared by EPA or the loan recipient and other MBE/WBEs/SBRAs known to the bidder/offerer). MBEs, WBEs and SBRA should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - i. Specific description of the work to be subcontracted;
 - ii. How and where to obtain a copy of the plans and specifications or other detailed information needed to prepare a detailed price quotation;
 - iii. Date the quotation is due to the bidder/offerer;
 - iv. Name, address, and phone number of the person in the bidder/offerer's firm whom the prospective MBE/WBE/SBRA subcontractor should contact for additional information.
 - b. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE/SBRA associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE, WBE and SBRA firms.
3. Where feasible, establishing delivery schedules which will encourage participation by MBE, WBEs and SBRA.

Determination of Compliance

It is to be noted that bidders/offerers must demonstrate compliance with MBE/WBE/SBRA requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBE/WBE/SBRAs expected to perform the work;
2. Work to be performed by MBEs, WBEs and SBRAs;
3. Aggregate dollar amount of work to be performed by MBEs, WBEs and SBRAs showing aggregate to each separately;
4. Description of contacts to MBE, WBE and SBRA organizations, agencies and associations which serve MBE/WBE/ SBRAs including names of organizations, agencies and associations, and dates of contacts;
5. Description of contacts to MBEs, WBEs and SBRAs, including number of contacts, fields, (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

All bidders/offerers must be prepared to document the affirmative steps taken to utilize minority, women's and small rural area businesses. The successful bidder must complete the Minority, Women's and Small Rural Area Business Enterprise Utilization Worksheet and submit it to the loan recipient prior to contract award, with documentation demonstrating compliance with the affirmative steps for MBE/WBE/SBRA participation in order to be deemed responsible if an 8 percent fair share for Minority and Women's Business Enterprises is not proposed.

(Loan recipients may establish alternative methods of compliance equivalent to or more stringent than the above.)

Revised 8/92

(A:PFI/218/sp)

MINORITY, WOMEN'S AND SMALL RURAL RURAL BUSINESS ENTERPRISE WORKSHEET

(This form is to reflect only those qualifying businesses which the bidder proposes to utilize. In addition to this form, the successful bidder must provide documentation of its efforts to utilize MBE/WBE business if an 8 percent fair share for MBE/WBE is not proposed).

Loan Recipient _____ Project No. _____

Contractor _____

Address _____

Contact Person _____ Telephone No. _____

Amount of Contract _____ MBE % _____ WBE % _____ SBRA % _____

1. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

2. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

3. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

4. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

5. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

6. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

7. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

8. MBE _____ Subcontractor _____
WBE _____ Address _____
SBRA _____ Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

Comments: _____

Preparer Telephone No. Date

NONDISCRIMINATION IN EMPLOYMENT
(Instructions for Bidders)

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$ 10,000). The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain that amount of minority employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.

(7/75)

**U.S. ENVIRONMENTAL PROTECTION AGENCY
CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts, subcontracts, and agreements with the applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967 order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Signature

Date

Name and Title of Signer (Please Type)

NOTE:

The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EPA-7 5720-4.2 (6/2/77)

Time and Date of Letting **11:00 AM, JANUARY 15, 2009**

PROPOSAL

Project No. **09-02-94-02**

Project Description and Location

**DOLLIVER STATE PARK, WEBSTER COUNTY, IOWA
FLOOD DAMAGE REPAIRS**

Proposal of: _____
(Name of Bidder)

Located at: _____ () _____
(Address) (Area) (Telephone)

Amount of Proposal Guarantee	Specified completion date or Number of Working Days	Approx. or Specified Starting Date or Number of Working Days	Liquidated Damages Per Day
\$5,000.00	Sept. 1, 2009	N/A	\$200.00

The undersigned hereby agrees, if awarded the contract, to execute the proposed contract and to furnish an approved performance bond in a amount not less than 100 percent of the contract award within 30 days after the date of approval of award of the contract, and to provide all labor, materials, and equipment required to complete the project designated above, for the price hereinafter set forth, in strict compliance with the contract documents prepared by the Iowa Department of Natural Resources.

The undersigned agrees, if awarded the contract, to commence the work within a reasonable time after the preconstruction conference or by the specific starting date, if so specified, and to complete the work within the contract period, or to pay liquidated damages in the amount stipulated herein for each calendar day the work remains uncompleted after the expiration of the contract period or any authorized reduction thereof.

A proposal guarantee in the amount stipulated herein is included with this proposal, to be forfeited to the Iowa Department of Natural Resources if the undersigned fails to execute the contract and furnish an approved performance bond, if awarded the contract.

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the state of Iowa, and also, a resident bidder shall be allowed a preference against a nonresident bidder from a state or foreign country which gives or requires a preference to bidders from that state or foreign country on projects in which there are no federal funds involved.

By _____
Iowa Contractor Federal I.D. No. _____ (Signed)

_____ (Title) _____ (Date)
Iowa Contractor Registration No.

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTORIZED, OR THIS BID WILL BE REJECTED.
- AFFIDAVIT-**

The signatory, being duly sworn, does depose and say that the undersigned is an authorized representative of:

(Name of Firm)

Located at: _____

Hereinafter referred to as "Bidder" and does hereby affirm to have personal knowledge that said bidder has examined the drawings and specifications, carefully prepared the proposal form, and has checked the same in detail before submitting; and that said bidder, or the agents, officers, or employees thereof, have not either directly or indirectly, entered into any agreement, participated in any collusion or fraud, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

(Signed)
_____ Day of _____, 20 _____

(Signed Notary)

My Commission Expires _____, 20 _____

SCHEDULE OF PRICES

Project Description and Location

DOLLIVER STATE PARK , WEBSTER COUNTY, IOWA, FLOOD DAMAGE REPAIRS

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
1	8' X 65' Trail Bridge, Complete	1 Each		
2	8' X 80' Trail Bridge, Complete	1 Each		
3	8' X 100' Trail Bridge, Complete	1 Each		
4	Stone CCC Dam Repairs	Lump Sum		
5	Stone CCC Retaining Wall Repairs	Lump Sum		
6	Concrete, Structural	6.6 C.Y.		
7	Reinforcing, Grade 40	900 Lbs.		
		TOTAL		

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

PROPOSAL GUARANTEE BOND

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

KNOW ALL MEN BY THESE PRESENTS:

That we, _____

of _____ as PRINCIPAL,

and _____

of _____ as SURETY(S),

are hereby held and firmly bound unto the state of Iowa in the penal sum of:

_____ Dollars \$ _____

for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL is herewith submitting to the state of Iowa, acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, its sealed proposal for a contract for the _____

at _____ in _____ County, Iowa.

NOW THEREFORE,

the conditions of this obligation are such that, if said proposal is rejected by the DEPARTMENT, or if said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall enter into a contract in the form specified by the DEPARTMENT in accordance with the terms of the proposal and shall furnish a bond for the faithful performance of said contract in the form specified by the DEPARTMENT, this obligation shall be null and void. Otherwise it shall remain in full force and effect.

In the event that the said proposal is accepted by the DEPARTMENT and the PRINCIPAL shall fail to enter into the contract as defined herein or shall fail to furnish the performance bond as noted above within thirty (30) days of the approval of the award, the PRINCIPAL and SURETY(S) agree to forfeit to the DEPARTMENT the penal sum herein mentioned, it being understood that the liability of the SURETY(S) shall in no event exceed the penal sum of this obligation.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL:

SURETY::

By _____

By _____

If a partnership all partners must sign.

PGB-1

**FLOOD DAMAGE REPAIRS – DOLLIVER STATE PARK.,
WEBSTER COUNTY, IOWA**

PROJ. NO. 09-02-94-02

THIS AGREEMENT, made this _____ day of, _____ 20____ by and between the state of Iowa acting through the Department of Natural Resources hereinafter called the **DEPARTMENT** and:

located at

hereinafter called the **CONTRACTOR**

WITNESSETH: That the **DEPARTMENT** agrees to pay the **CONTRACTOR** the contract price provided herein for the fulfillment of the work and the performance of the covenants set forth herein, and the **CONTRACTOR** agrees with the **DEPARTMENT** to commence and complete the project described as follows:

This project consists of the replacement of three trail bridges, repair of a stone CCC era dam and incidental work as required by the Plans and/or the DNR Construction Inspector. .

For the Sum of: **Dollars (\$)**
and all extra work in connection therewith, all in accordance with the terms and conditions herein contained: and to furnish at the **CONTRACTOR'S** own proper cost and expense, all material, equipment, labor, insurance, and other accessories and services necessary to construct and complete, in a workmanlike manner, ready for continuous operation, the above mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

1. Notice to Bidders.
2. Instructions to bidders.
3. IDNR Standard Specifications and Current Supplemental Specifications
4. Project Specifications Including Addenda Number _____ Through _____
5. Drawings, Sheet Number _____ 1 Through _____ 7 Inclusive
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to IDNR Standard Specifications
11. Resident Bidder Preference Certification on Non-Federal-Aid Projects

The parties to this contract understand that time of completion of the work under this contract is the essence to the contract. The **CONTRACTOR** hereby agrees to commence work under this contract in accordance with Section 1108 of the IDNR Standard Specifications and to complete all the work by

September 1, 2009

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of _____ Dollars \$ Two hundred 200.00

shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries of engineers and reviewers, clerk hire, interest charged during the period for delays and loss of use.

It is understood that the **CONTRACTOR** consents to the jurisdiction of the courts of Iowa, to hear, determine and render judgment as to any controversy arising hereunder, and that this contract shall be governed by, and construed according to, the laws of the state of Iowa.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, in the day and year first above mentioned.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

Deputy Director

(Signature and Title)

This contract was approved by the **NATURAL RESOURCES COMMISSION** at its meeting held on

(Firm)

(Date)

(Address and Zip Code)

Seal if by a Corporation:

Identification Number _____

Soc. Sec. No. _____

Or Fed. I. D. No. _____

PERFORMANCE BOND

STATE OF IOWA
DEPARTMENT OF NATURAL RESOURCES

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
of _____ as PRINCIPAL,
and _____
of _____ as SURETY(S),
are hereby held and firmly bound unto the state of Iowa in the penal sum of:

_____ Dollars \$ _____
for the payment, whereof, the said PRINCIPAL and SURETY(S) bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered a certain contract, hereto attached, and made part hereof to the state of Iowa, acting by and through the Iowa Department of Natural Resources, hereinafter called the DEPARTMENT, dated _____ for the _____
at _____ in _____ County, Iowa.

NOW THEREFORE,
the conditions of this obligation are such that, if the DEPARTMENT, shall faithfully perform the contract in accordance with the plans, specifications and contract documents, and shall fully indemnify and save harmless the state of Iowa from all cost and damage which the state of Iowa may suffer by reason of the PRINCIPAL's default or failure to do so and shall fully reimburse and repay the state of Iowa all outlay and expenses which the state of Iowa may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in force and effect.

In the event that the PRINCIPAL is in default under this contract as defined herein, the DEPARTMENT shall by written notice inform the PRINCIPAL that this contract is in default. And may, at its option, without process or action at law:

- 1. Take over all or any portion of the work and complete it either by day labor or reletting the work. The DEPARTMENT may retain all material, equipment and tools on the work, at a rental which it considers reasonable, until the work has been completed.
- 2. Allow the surety to take over the work within fifteen (15) days and assume completion of said contract and become entitled to the balance of the contract price.
- 3. Allow the PRINCIPAL to complete the contract.

As required by Chapter of the Code of Iowa.

- 1. The PRINCIPAL SURETY(S) on this bond hereby agree to pay all persons, firms or corporations having contracts directly with the PRINCIPAL or with subcontractors, all just claims due them for labor performed or material furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price shall have been established as provided by law.
- 2. Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notices:
 - a. To any extension of time to the contractor in which to perform the contract.
 - b. To any change in the plans, specifications, or contract, when such changes does not involve an increase of more than 20 percent of the total contract price, and then only as to such excess increase.
 - c. That no provision of this bond or any other contract shall be valid which limits less than one year from the time of the acceptance of the work, the right to sue on this bond for defect in workmanship or material not discovered or known to the DEPARTMENT at the time such work was accepted.

No provision of this bond or any other contract shall be valid which limits to less than five years after the acceptance of the work, the right to sue on this bond for defects in workmanship or material in connection with paving or concrete work.

IN WITNESS WHEREOF,

the above bounden parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL:

SURETY:

By _____

By _____

If a partnership all partners must sign.

This bond approved by the Iowa Department of Natural Resources this _____ day of _____, 20 _____

By _____

Director

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter Called the Principal
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

and _____
(Name of Surety)

(Address of Surety)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called the Surety or Sureties, are held and firmly bond unto:

(Name of Owner)

(Address of Owner)

hereinafter called the Owner, in the penal sum of _____
_____ Dollars (\$ _____),

In the lawful money of the United States, for the payment of which a sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain contract with the Owner, dated the _____ day of _____, 20 _____

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such a contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal or coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

Payment Bond

PROVIDED, FURTHER, that the said surety or sureties for the value received hereby stipulate(s) and agree(s) that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way effect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the owner and the contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20 ____.

Surety Countersigned by: PRINCIPAL _____
Contractor

Signature of the Iowa Resident Commission Agent as Prescribed by Chapter 515.52-57, Iowa Code of 1989. (Required only if Attorney-in-Fact is not also an Iowa Resident) _____
BY _____
Signature

Title

Name of Iowa Resident Commission Agent Surety Company

Company Name Signature of Attorney-in-Fact

Company Address Name of Attorney-in-Fact

(Including Zip Code) Company Name

Company Telephone Number Company Address

(Including Zip Code)

Company Telephone Number

Note: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.



United State Environmental Protection Agency
Washington, DC 20460

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
EPA Form 5700-49 (11-83)**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agencies.
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I Understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative Date

? I am unable to certify to the above statements. My explanation is attached.

Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, of a sub agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification of explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How To Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation (40) CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractors, who, in turn may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Compliance Branch
Grants Administration Division (PM-216F)
U.S. Environmental Protection Agency
401 M Street, SW
Washington, DC 20460
(Telephone: 202/475-8025)

**EPA Region VII Procedures for Implementation
of 40 CFR Part 33.240**

(Minority Business Enterprise/Women's Business Enterprise)

The following information must be contained in solicitation documents for construction contracts and engineering agreements pursuant to 40 CFR Part 33.240)

Each bidder/offeror must fully comply with the requirements, terms, and conditions of EPA's policy to award a fair share of sub agreements to minority and women's businesses. The bidder/offeror commits itself to taking affirmative steps contained herein. Bidders/offerors will take affirmative steps prior to submission of bid/proposal.

Affirmative Steps

- A. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
- B. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
 - 1. Sending letters or making other personal contacts with MBEs and WBEs, (e. g. those whose name appear on lists prepared by EPA or the grantee and other MBE/WBEs known to the bidder/offeror.) MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
 - a. Specific description of the work to be subcontracted;
 - b. How and where to obtain a copy of the drawings and specifications or other detailed information needed to prepare a detailed price quotation;
 - c. Date the quotation is due to the bidder/offeror;
 - d. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
 - 2. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
- C. Where feasible, establishing delivery schedules which will encourage participation by MBE and WBEs.

Determination of Compliance

It is to be noted that bidders/offerors must demonstrate compliance with MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBE/WBEs expected to perform the work;
2. Work to be performed by MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies and associations which serve MBE/WBEs, including names of organizations, agencies and associations and dates of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i. e. equipment or material supplier, excavator, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

All bidders/offerors should complete the Minority and Women's Business Enterprise Utilization Worksheet and submit to the grantee prior to contract award.

(Grantee may establish alternative methods of compliance equivalent to or more stringent than the above.)

**EPA REGION VII
MINORITY AND WOMEN'S BUSINESS ENTERPRISE UTILIZATION WORKSHEET**

Grant Applicant _____
Project No. _____
Contractor/Engineer _____
Address _____
Contact Person: _____ Telephone No. _____
Amount of Contract _____ MBE Percentage _____ WBE Percentage _____

1. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

1. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

2. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

3. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

4. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

5. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

6. MBE _____ Subcontractor _____
WBE _____ Address _____
Contact Person _____ Telephone No. _____
Amount of Subcontract _____
Scope of Work _____

Comments _____

Prepared By Telephone No. Date

Recipient Certification - Anti-Lobbying Act of 1990

**U.S. Department of the Interior
Certification Regarding Lobbying**

This certification is required by Section 1352, title 31, U.S. Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

Certification for Contracts, Grants, Loans, and Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to person for influencing or attempting to influence an officer or employee of any agency, a Member Congress, and officer or employee of Congress, or an employee of a Member of Congress in with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U .S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature _____

Date _____

Instructions for Certification

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: (1) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of(1) a Federal contract, grant, or cooperative agreement exceeding \$100,000; or (2) a loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or, (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) above. That Person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31. U.S. Code.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subwardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee (e.g., the first subawardee of the prime is the first tier). Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes (e.g., "RFP-DE-90-001").
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify name.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is/are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection at of intermission is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, (0348-0045), Washington, D.C. 20503

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved By OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

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Standard Form LLL-A