

IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL

**BLOODY RUN AND
SNY MAGILL**

TROUT STREAM HABITAT

ALLAMAKEE & CLAYTON COUNTIES



PREPARED BY

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

PROJECT NO. 09-03-22-01

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ALLAMAKEE & CLAYTON COUNTY, IOWA
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BLOODY RUN & SNY MAGILL
TROUT STREAM HABITAT
ALLAMAKEE & CLAYTON COUNTY, IOWA
PROJECT NO. 09-03-22-01

CONSTRUCTION DRAWINGS - SHEET NO. 1 THROUGH NO.2 INCLUSIVE

Sheet No. 1 -- Title Sheet, Estimate of Quantities, Location Maps
Sheet No. 2 -- Trout Habitat Details

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., February 19, 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:

Mel Pacovsky, District Inspector
New Hampton, Iowa
Telephone: 319/240-3553
Fax: 641/394-5105

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.

Time and Date of Letting **11:00 AM, FEBRUARY 19, 2009**

PROPOSAL

Project No. **09-03-22-01**

Project Description and Location

**BLOODY RUN & SNY MAGILL ACCESSES
ALLAMAKEE & CLAYTON COUNTIES, IOWA
TROUT HABITAT**

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
\$2,500.00	May 15, 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)

_____ Iowa Contractor Registration No.

_____ (Title) _____ (Date)

**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

**BLOODY RUN & SNY MAGILL ACCESSES , ALLAMAKEE & CLAYTON COUNTIES, IOWA,
TROUT HABITAT**

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
1	Clearing and Grubbing	Lump Sum		
2	Bank Shaping	2,310 L.F.		
3	Revetment, Class "E" Riprap (Streambank)	2,318 Tons		
4	Revetment, Class "E" Riprap (Boulder Clusters)	195 Tons		
5	Root Balls, Placement	52 Each		
6	Erosion Mat	2,415 L.F.		
7	Walkway, Concrete	1,560 S.F.		
8	Surfacing (Parking Area)	75 Tons		
9	Base Stone (Under Walkway)	47 Tons		
7	Seeding	Lump Sum		
		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



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)

**TROUT HABITAT – BLOODY RUN & SNY MAGILL ACCESSES
ALLAMAKEE COUNTY, IOWA**

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 stream bank repair, riprap, root ball and bank hides placement, 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 _____ 2 _____ 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

MAY 15, 2009

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

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.