

**IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL**

**PALISADES-KEPLER
STATE PARK**

FLOOD DAMAGE REPAIR

LINN COUNTY



PREPARED BY

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

TABLE OF CONTENTS
OF PROJECT MANUAL

PALISADES-KEPLER STATE PARK
FLOOD DAMAGE REPAIR
LINN CO., IOWA
PROJECT NO. 09-06-57-02

<u>Number of Section</u>	<u>Pages</u>
00000.....Cover Page	1
00001.....Engineer’s Signature Page	1
00002.....Table of Contents	1
00003.....Enumeration of Drawings	1

Bidding Requirements:

NOTE:THE IOWA DOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE
CONSTRUCTION, SERIES 2005, PLUS CURRENT SUPPLEMENTAL SPECIFICATIONS APPLY TO
WORK ON THIS PROJECT.

00020.....Notice to Bidders	1
00120.....Special Notice to Contractors	1
00300.....Proposal Form (Bid Form).....	2
00410.....Proposal Guarantee Bond Form (Bid Bond Form).....	1

Conditions of the Contract:

00500.....Contract Form (Form of Agreement).....	2
00610.....Performance Bond Form.....	2

Supplementary Conditions of Contract:

00811.....Supplementary Covenants and Provisions.....	4
GS-01016IDOT General Supplemental Specifications.....	220

END OF SECTION 00002

PALISADES-KEPLER STATE PARK
FLOOD DAMAGE REPAIR
LINN COUNTY, IOWA
PROJECT NO. 09-06-57-02

CONSTRUCTION DRAWINGS - SHEET 1 THROUGH 10 INCLUSIVE

Sheet 1..... TITLE SHEET, INDEX, LOCATION MAPS
Sheet 2..... ESTIMATE OF QUANTITIES AND GENERAL NOTES
Sheet 3..... PALISADES-KEPLER STATE PARK MAP
Sheet 4..... SITE LAYOUT AERIAL VIEW
Sheet 5..... SITE NOTES
Sheet 6..... SITE 1 PLAN VIEW
Sheet 7..... SITE 1 TYPICAL ROADWAY CROSS SECTION
Sheet 8..... SITE 2 PLAN AND PROFILE
Sheet 9..... SITES 5-7 PLAN VIEW
Sheet 10..... SITE QUANTITIES SPREADSHEET

Notice to Bidders - Iowa Department of Natural Resources

Sealed bids will be received by the Iowa Department of Natural Resources, Engineering and Realty Services Bureau, at the Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319-0034 until **11:00 A.M., March 26th, 2007** 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.

Bid documents, including plans, specifications and proposal forms, are available at no cost in printable PDF format online at www.iowadnr.gov, by clicking on "Request for Proposals" and following the construction links. Bid documents may also be obtained by calling the Department at (515) 281-5918, and leaving the following information: name, address, telephone and FAX number; Federal Identification Number; and the project number(s) for which bid documents are sought. The Department will send the bid 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. Addenda items may be viewed on the Department's website at: www.iowadnr.gov.

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 forming 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

COMPANY _____ PHONE NO. _____

ADDRESS _____ FAX NO. _____

_____ PROJECT NO. _____

E-MAIL ADDRESS _____

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

IOWA DEPARTMENT OF NATURAL RESOURCES

BIDDING REQUIREMENTS

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

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:

David Heer, P.E.
Wallace State Office Building
Des Moines, Ia. 50319-0034
Ph: (515) 250-3719

Direct questions concerning Site Review and Project Inspection to:

David Heer, P.E.
Wallace State Office Building
Des Moines, Ia. 50319-0034
Mobile: (515) 250-3719

Direct questions concerning Bidding and Contract Procedures to:

Linda Miller, Procurement Supervisor
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 A.M., March 26, 2009**

PROPOSAL

Project No. **09-06-57-02**

Project Description and Location

**PALISADES-KEPLER STATE PARK
FLOOD DAMAGE REPAIR
LINN CO., IOWA**

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
\$4,000.00	September 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 _____
(Signed)

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

_____ Company Legal name. _____ Phone Number _____ Fax Number

_____ FID/EIN/SSN _____ Email address

**THE FOLLOWING AFFIDAVIT MUST BE COMPLETED AND NOTARIZED, 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

PALISADES-KEPLER STATE PARK - FLOOD DAMAGE REPAIR - LINN COUNTY, IOWA

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
1	CLEARING AND GRUBBING	93 UNIT		
2	EXCAVATION, CLASS 10	5284 CY		
3	EXCAVATION, CLASS 13	12 CY		
4	RESHAPING DITCHES	17 STA		
5	RECONSTRUCTION OF ROADBED	6 STA		
6	MACADAM STONE BASE	176 TON		
7	GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	144 TON		
8	REMOVAL OF CONCRETE	51 SY		
9	CULVERT, CORRUGATED POLYETH. ENTRANCE PIPE, 18 IN	30 LF		
10	CONCRETE GROUT FOR RAMP REPAIRS	4 CY		
11	REVTMENT, CLASS D	270 TON		
12	EROSION STONE	58 TON		
13	LIMESTONE RETAINING WALL, AS PER PLAN	380 SF		
14	TRAFFIC CONTROL	1 LS		
15	SEEDING AND FERTILIZING (URBAN)	2.1 ACRE		
16	PRESSURE WASHING	6840 SF		

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

NOTE: BIDDERS MUST COMPLETE AND RETURN EPA FORM 5700-49 WITH THEIR BIDS

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

IOWA DEPARTMENT OF NATURAL RESOURCES

**CONDITIONS
OF THE
CONTRACT**

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

FLOOD DAMAGE REPAIRS – PALISADES-KEPLER STATE PARK
PROJ. NO. 09-06-57-02
LINN 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:

Work includes earthwork, riprap, crushed rock surfacing, pressure washing of stone walls, clearing of down trees, and seeding, as required by the Plans and/or the DNR construction Inspector, all in Linn County, Iowa.

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. IDOT Standard Specifications and Current Supplemental Specifications
4. Specifications Including Addenda Number _____ Through _____
5. Drawings, Sheet Number _____ 1 _____ Through _____ 10 _____ Inclusive.
6. Contractor's Proposal.
7. Proposal Guarantee Bond.
8. Performance Bond.
9. This Instrument.
10. Modifications or Change Orders pursuant to Section 1104.04 of the IDOT 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 IDOT Standard Specifications and to complete all the work by _____

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of _____ September 1, 2009 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:

Director

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

(Date)

FOR THE CONTRACTOR:

(Signature and Title)

(Firm)

(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