

IOWA DEPARTMENT OF NATURAL RESOURCES
PROJECT MANUAL



**LOST ISLAND LAKE
RESTORATION
PALO ALTO COUNTY, IOWA**

PREPARED BY:
DUCKS UNLIMITED, INC.
IN COOPERATION WITH
IOWA DEPARTMENT OF NATURAL RESOURCES
502 E. 9TH STREET, WALLACE STATE OFFICE BUILDING
DES MOINES, IOWA 50319-0034

PROJECT NO. 11-01-74-01

Obtain complete sets of contract documents including Drawings, Specification, bid documents, bidders' list.... In electronic format at: <http://programs.iowadnr.gov/engreal/>

TABLE OF CONTENTS
OF PROJECT MANUAL

LOST ISLAND LAKE
PALO ALTO COUNTY, IOWA
PROJECT NO. 11-01-74-01

<u>Number of Section</u>	<u>Pages</u>
00001.....Cover Page	1
00002.....Table of Contents	1
00003.....Enumeration of Drawings	1

Bidding Requirements:

00020.....Notice to Bidders	1
00120.....Special Notice to Contractors	2
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
00700.....General Covenants and Provisions	51
00710.....Specific EEO Responsibilities	9

Supplementary Conditions of Contract:

00811.....Supplementary Covenants and Provisions	5
--	---

Division 1 - General Requirements:

01000.....General Requirements	6
01250.....Measurement and Basis of Payment	2
01700.....Project Closeout	2

NRCS SPECIFICATIONS:

IA201.....Mobilization	1
IA202.....Site Preparation	2
IA203.....Excavation	2
IA204.....Embankment Construction	3
IA301.....Water Control Structures	6
IA302.....Structure & Culvert Appurtenances	2
IA303.....Culvert Supply & Installation	6
IA304.....Cast In Place Reinforced Concrete	5
IA305.....Riprap, Revetment & Aggregate Placement	4

IA307.....Sheet Piling 3
IA309.....Structural Steel 2
IA311.....Removal of Existing Culverts & Structures 2
IA316.....Dike & Access Road Surfacing 2
IA401.....Soil Erosion & Pollution Control 4
IA402.....Seeding & Mulching 2
IA404.....Traffic Maintenance & Control 1

END OF SECTION 00002

LOST ISLAND LAKE
STRUCTURES
PALO ALTO COUNTY, IOWA
PROJECT NO. 11-01-74-01

CONSTRUCTION DRAWINGS - SHEET NO. 1 THROUGH NO.39 INCLUSIVE

- Sheet No. 1 -- Title Sheet, Estimate of Quantities, Location Maps
- Sheet No. 2 -- Overall Site Plan
- Sheet No. 3 -- Barringer Slough – Site Plan/Erosion Control Plan
- Sheet No. 4 -- Barringer Slough – Plan – Existing Structure & Removal
- Sheet No. 5 -- Barringer Slough – Plan & Profile - Embankment Details
- Sheet No. 6 -- Barringer Slough – Plan & Profile – Double RCB Details
- Sheet No. 7 -- Barringer Slough – Cast In Place Concrete Details
- Sheet No. 8 -- Barringer Slough – Buttress Wall & Stoplog Details
- Sheet No. 9 -- Barringer Slough – Horizontal Fish Fingers Details & Notes
- Sheet No. 10 -- Barringer Slough – Catwalk Details
- Sheet No. 10A -- Barringer Slough – Catwalk & Stoplog Storage Rack Details
- Sheet No. 11 -- Barringer Slough – Aluminum Stoplog Horizontal Fish Fingers Details
- Sheet No. 12 -- Barringer Slough – Outlet Channel Excavation Details & Notes
- Sheet No. 13 -- Barringer Slough – Inlet Channel Excavation Details & Notes
- Sheet No. 14 -- Barringer Slough – Middle Channel Excavation Details & Notes
- Sheet No. 15 -- DU Marsh – Plan & Profile Fish Barrier, Details & Notes
- Sheet No. 16 -- DU Marsh – Cast In Place Concrete Details & Notes
- Sheet No. 17 -- DU Marsh – Plan & Profile Horizontal Fish Fingers, Details & Notes
- Sheet No. 18 -- DU Marsh – Plan & Profile Outlet Channel Excavation, Notes
- Sheet No. 19 -- Blue Wing Marsh – Site Plan, Erosion Control Plan
- Sheet No. 20 -- Blue Wing Marsh – Plan & Profile Double RCB, Details
- Sheet No. 21 -- Blue Wing Marsh – Cast In Place Concrete – Stoplog guide Details
- Sheet No. 22 -- Blue Wing Marsh – Horizontal Fish Fingers Details & Notes
- Sheet No. 23 -- Blue Wing Marsh – Catwalk Details & Notes
- Sheet No. 24 -- Blue Wing Marsh – Aluminum Stoplog Horizontal Fish Fingers Details
- Sheet No. 25 -- Blue Wing Marsh – Plan & Profile, Channel Excavation - Notes
- Sheet No. 26 -- Lost Island – Plan & Profile, Embankment – Details & Notes
- Sheet No. 27 -- Lost Island – Plan & Profile, RCB – Details & Notes
- Sheet No. 28 -- Lost Island – Plan & Profile, Modified RCB/Str. – Details & Notes
- Sheet No. 29 -- Lost Island – Plan & Profile, Cast In Place Concrete Details & Notes
- Sheet No. 30 -- Lost Island – Plan & Profile, Sheet Piling – Details & Notes
- Sheet No. 31 -- Lost Island – Plan & Profile, Fish Screen – Details & Notes
- Sheet No. 32 -- Lost Island – Catwalk Plan View
- Sheet No. 33 -- Lost Island – Catwalk & Stoplog Bay Details
- Sheet No. 34 -- Lost Island – Catwalk & Stoplog Bay Details
- Sheet No. 35 -- Barrier Marsh – Plan & Profile – EMB/Str. – Details & Notes
- Sheet No. 36 -- Barrier Marsh – Profile & Trench Detail RCB - Notes
- Sheet No. 37 -- Barrier Marsh – Cast In Place Concrete Details & Notes
- Sheet No. 38 -- Barrier Marsh – Stoplog Channels & Aluminum Stoplog Details
- Sheet No. 39 -- Barrier Marsh – Catwalk – Details & Notes

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., September 16, 2010** for the 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 for the project are available at Beeline and Blue, at 2507 Ingersoll Ave., Des Moines, Iowa 50312. Please visit www.beelineandblue.com or contact (515) 244-1611 for more information. A \$30 refundable Plan Fee will be charged for each set of project documents, as well as a shipping charge (if applicable). Plan Fee will be refunded when documents are returned in good condition within 14 days after the Letting date. Alternatively, Bid Documents can be viewed or printed online at <https://programs.iowadnr.gov/engreal/projectlist.asp>

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.

SPECIAL NOTICE TO CONTRACTORS

CONSTRUCTION OF THIS PROJECT MAY NOT COMMENCE UNTIL CONSTRUCTION PERMITS ARE APPROVED BY THE U.S. ARMY CORPS OF ENGINEERS AND THE IOWA DEPARTMENT OF NATURAL RESOURCES. IT IS ANTICIPATED THAT APPROVAL WILL BE GRANTED SHORTLY AFTER BID LETTING DATE, ALTHOUGH THIS IS NOT GUARANTEED, AND DELAYS MAY OCCUR. IF DELAYS OCCUR IT SHALL NOT CONSTITUTE A BASIS FOR EXTRA COMPENSATION TO THE CONTRACTOR.

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:

Roger Smith, P.E.
D.U. Contact
2525 River Road
Bismarck, ND 58503
Ph: (701) 355-3553

NOTE: DU will provide project inspection and construction staking, quantity calculations, and as-built plans for this project.

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, SEPTEMBER 16, 2010**

PROPOSAL

Project Description and Location

Project No. **11-01-74-01**

**LOST ISLAND LAKE, PALO ALTO COUNTY, IOWA
STRUCTURES**

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
\$30,000.00	August 1, 2011	N/A	\$500.00

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

LOST ISLAND LAKE , PALO ALTO COUNTY, IOWA, STRUCTURES

Name of Bidder

Item No.	Description	Estimated Quantity	Unit Price	Amount
BARRINGER SLOUGH				
1	Mobilization	Lump Sum		
2	Site Preparation	Lump Sum		
3	Embankment Construction	873 C.Y.-P		
4	Excavation, Outlet Channel	1,720 C.Y.-P		
5	Excavation, Inlet Channel	3,606 C.Y.-P		
6	Excavation, Middle Barringer Slough	2,554 C.Y.-P		
7	Revetment, Class II Riprap	60 C.Y.-P		
8	Revetment, Class III Riprap	50 C.Y.-P		
9	Bedding, 3/4" - 1 1/4" Cr. Stone	100 C.Y.-P		
10	RCB, Twin 9'X 5'	24 L.F.		
11	RCB Weir Section, Twin 9'X 5'	12 L.F.		
12	RCB Weir Section, Twin 9'X 5' W/Buttress Walls	6 L.F.		
13	RCB Sloped End Section, Twin 9'X 5'	10 L.F.		
14	3'-2" Precast Dropped End Walls	Lump Sum		
15	Curb, Precast, 12" X 18"	Lump Sum		
16	Curb, Precast, 12" X 12"	Lump Sum		
17	Concrete, Cast In Place	5.0 C.Y.-P		
18	Stoplog Guides, Galvanized System	Lump Sum		
19	Aluminum Stoplogs - Cleaning Rake	Lump Sum		
20	Horizontal Fish Fingers	Lump Sum		
21	Catwalk Components	Lump Sum		
22	Aluminum Fish Fingers/Winch	Lump Sum		
23	Removal of Existing Structures	Lump Sum		
24	Soil Erosion and Pollution Control	Lump Sum		
25	Seeding and Mulching	3.5 Ac.		

	D.U. MARSH			
26	Mobilization	Lump Sum		
27	Site Preparation	Lump Sum		
28	Excavation, Outlet Channel	1,900 C.Y.-S		
29	Revetment, Class II Riprap	85 C.Y.-P		
30	Culvert, Metal CMP, 15" Dia.	22 L.F.		
31	Cast In Place Concrete	32.0 C.Y.-P		
32	Structural Steel	Lump Sum		
33	Soil Erosion & Pollution Control	Lump Sum		
34	Traffic Control	Lump Sum		
35	Seeding and Mulching	2.0 Ac.		
	BARRIER MARSH			
36	Mobilization	Lump Sum		
37	Site Preparation	Lump Sum		
38	Excavation	110 C.Y.-P		
39	Embankment Construction	181 C.Y.-P		
40	Revetment, Class II Riprap	72 C.Y.-P		
41	IA Class III Aggregate	36 C.Y.-P		
42	Bedding, 3/4" - 1 1/4" Cr. Stone	60 C.Y.-P		
43	RCB, 12' X 4' Single (Furnish & Install)	18 L.F.		
44	RCB, 12' X 4' (Install Only)	12 L.F.		
45	End Section, Single BCB Sloped	8 L.F.		
46	3'-2" Precast Dropped End Wall	Lump Sum		
47	Cast In Place Concrete	12 C.Y.-P		
48	Stoplog Guides, Galvanized System	Lump Sum		
49	Aluminum Stoplogs - Catwalk Components	Lump Sum		
50	Removal of Existing Structures	Lump Sum		
51	Floating Silt Fence	Lump Sum		
52	Cofferdam/Dewatering	Lump Sum		
53	Seeding & Mulching	0.5 Ac.		
	BLUE WING MARSH			

54	Mobilization	Lump Sum		
55	Site Preparation	Lump Sum		
56	Excavation	1,189 C.Y.-P		
57	Revetment, Class II Riprap	30 C.Y.-P		
58	Revetment, Class III Riprap	36 C.Y.-P		
59	IA Class III Aggregate	84 C.Y.-P		
60	Bedding, 3/4" - 1 1/4" Cr. Stone	84 C.Y.-P		
61	Surfacing, Class "A" Roadstone	72 C.Y.-P		
62	RCB, 6' X 4' Twin	90 L.F.		
63	RCB Weir Section, Twin 6'X 4'	6 L.F.		
64	RCB Sloped End Section, Twin 6'X 4'	6 L.F.		
65	3'-2" Precast Dropped End Wall	Lump Sum		
66	Curb, Precast, 12" X 12"	Lump Sum		
67	Cast In Place Concrete	0.5 C.Y.-P		
68	Stoplog Guides, Galvanized System	Lump Sum		
69	Aluminum Stoplogs - Cleaning Rake	Lump Sum		
70	Horizontal Fish Fingers	Lump Sum		
71	Catwalk Components	Lump Sum		
72	Aluminum Fish Fingers/Winch	Lump Sum		
73	Removal of Existing Structures	Lump Sum		
74	Soil Erosion & Pollution Control	Lump Sum		
75	Traffic Control	Lump Sum		
76	Seeding & Mulching	0.5 Ac.		
	LOST ISLAND			
77	Mobilization	Lump Sum		
78	Site Preparation	Lump Sum		
79	Embankment Construction	367 C.Y.-P		
80	Revetment, Class II Riprap	96 C.Y.-P		
81	Revetment, Class III Riprap	154 C.Y.-P		
82	IA. Class III Aggregate	30 C.Y.-P		
83	Bedding, 3/4" - 1 1/4" Cr. Stone	30 C.Y.-P		

84	RCB, Single 9'X 5'	18 L.F.		
85	RCB, Single 9'X 5' (Modified)	6 L.F.		
86	RCB Sloped End Section, Single 9'X 5'	10 L.F.		
87	3'-2" Precast Dropped End Wall	Lump Sum		
88	Curb, Precast, 12" X 12"	Lump Sum		
89	Cast In Place Concrete	17.0 C.Y.-P		
90	Sheet Pile - Materials	1,921 S.F.-P		
91	Sheet Piles - Installation	1,921 S.F.-P		
92	Pile Cap, Guides, Channels, Angles, etc.	Lump Sum		
93	Aluminum Fish Screens & Rake	Lump Sum		
94	Stoplog & Catwalk Components	Lump Sum		
95	Aluminum Stoplogs	Lump Sum		
96	Floating Silt Fence	Lump Sum		
97	Cofferdam/Dewatering	Lump Sum		
98	Access Road resurfacing	260 C.Y.		
99	Removal of Existing Structures	Lump Sum		
100	Seeding & Mulching	0.5 Ac.		
		TOTAL		

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

THE UNIT (CY-P) MEANS PAYMENT WILL BE BASED ON PLAN QUANTITY
 THE UNIT (SF-P) MEANS PAYMENT WILL BE BASED ON PLAN QUANTITY
 THE UNIT (CY-S) MEANS PAYMENT WILL BE BASED ON ACTUAL STAKED QUANTITY IN THE FIELD
 DNR TO PROVIDE SEED UNDER LINE ITEMS SEEDING & MULCHING

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

**STRUCTURES – LOST ISLAND LAKE SRA,
PALO ALTO 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 was designed by Ducks Unlimited, in cooperation with the Iowa DNR, and consists of the restoration of several sites surrounding Lost Island Lake and incidental work as required by the Plans and/or the D.U. 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 39 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

August 1, 2011

The **CONTRACTOR** hereby agrees that liquidated damages in the amount of Five hundred Dollars \$ 500.00

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 _____
Deputy Director