



JACOBSON-WESTERGARD & ASSOCIATES, INC.
Consulting Engineers & Land Surveyors

105 South 6th Street
Estherville IA 51334
Phone (712) 362-2647
www.jacobson-westergard.com

PROJECT MANUAL

2014 OPEN DITCH CLEANOUT DRAINAGE DISTRICT NO. 2 DICKINSON COUNTY, IOWA

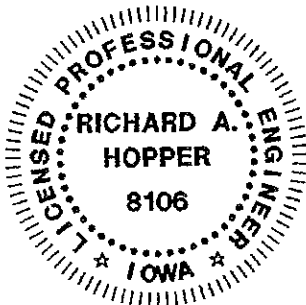
JWA PROJECT NO: E13031

OWNER: Dickinson County Board of Supervisors

Mardi Allen
Dave Gottsche
Paul Johnson
Pam Jordan
William Leupold

Lori Pedersen, County Auditor

BID DATE: Tuesday, April 22, 2014 @ 10:00 a.m.
COMPLETION DATE: Excavation: 12/01/14, All Work: 05/01/15



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Richard A. Hopper Date 3/25/14
Richard A. Hopper, P.E., License number 8106
My license renewal date is December 31, 2015
Pages or sheets covered by this seal: All

**DICKINSON COUNTY
BOARD OF SUPERVISORS**

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NOTICE TO BIDDERS

Public notice is hereby given that the Dickinson County Board of Supervisors will meet at the Dickinson County Courthouse in Spirit Lake, Iowa, on Tuesday, April 22, 2014 at 10:00 a.m., at which time said Board proposes to adopt plans, specifications and form of contract and to receive bids for the 2014 OPEN DITCH CLEANOUT in DRAINAGE DISTRICT NO. 2, Dickinson County, Iowa, and to enter into the contract for the construction of said improvements. Proposals will be acted upon by the Board at a meeting to be held on the day and hour above specified or such later time and date as may then be specified.

The proposed cleanout and repairs are in general as follows: Furnishing all labor, tools and equipment necessary for 24,610 cubic yards of excavation, repairing 2 outlets, removing and salvaging 2 – 84" field crossing pipe, seeding and fertilizing, together with related subsidiary and incidental work in Drainage District No. 2 in Dickinson County, Iowa.

All materials are to be in strict compliance with specifications prepared by Jacobson-Westergard & Associates of Estherville, Iowa, which, together with the proposed form of contract, have heretofore been approved by the Board and are now on file for public examination in the office of the Dickinson County Auditor, and are by this reference made a part hereof as though fully set out and incorporated herein.

Each proposal shall have been sealed in an envelope and marked "Proposal for 2014 OPEN DITCH CLEANOUT in Drainage District No. 2, Dickinson County, Iowa." Each bid must be accompanied in a separate envelope by a bid bond, cash or certified check in an amount equal to ten percent (10%) of the total bid, in no case to exceed \$10,000, drawn on and certified by an Iowa Bank, made payable to the Dickinson County Auditor as security that the bidder will furnish the required bonds, and enter into a contract within 15 days after the award of the contract to them.

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

The Contractor shall have all excavation completed by December 1, 2014. **No leveling of spoil shall be done until crops have been harvested on crop ground. No leveling will be done on CRP acres between May 15th and August 1st.** Approval must be obtained from the Engineer prior to commencing leveling operations. All work shall be completed by May 1, 2015. If the Contractor fails to complete the work within the specified time, he shall forfeit to the Board \$200.00 for each calendar day after this date that the work is incomplete.

Use of any excavator for cleanout which is not classified as a long-reach machine must be approved by the Engineer.

No benching will be allowed to reach the bottom of the ditch.

Excavation shall be done from **both sides** of the ditch throughout the length of the cleanout.

Payments shall be made in cash or stamped warrants paying 5% interest based on monthly estimates of work and material delivered and completed during the preceding month. The Board shall pay the Contractor 90 percent of the monthly estimate. Final payment shall be made to the Contractor as set forth in the contract documents and as provided for in Chapter 455 of the Code of Iowa as amended.

Plans and specifications may be obtained from Jacobson-Westergard & Associates, Inc., 105 South 6th Street, Estherville, IA 51334. A deposit of \$100.00 will be required for plans and specifications, all of which will be refunded to bona fide bidders, provided plans and specifications are returned in good condition within 14 days after the award of the contract.

Published upon order of the Board of Supervisors, acting as Trustees for Drainage District
No. 2, Dickinson County, Iowa.

DICKINSON COUNTY BOARD OF SUPERVISORS

END OF SECTION

1.1 DEFINED TERMS

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

1.2 COPIES OF BIDDING DOCUMENTS

- A. Complete sets of the Bidding Documents (also referred to as Contract Documents) in the number and for the deposit sum stated in the Advertisement or Invitation may be obtained from Engineer. The deposit refund, if any, will be returned to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after opening of bids.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

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

preparation of a bid. Bidder shall be responsible for all explorations and shall restore all surfaces to existing conditions.

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

1.4 PRE BID MEETING

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

1.5 INTERPRETATIONS

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

1.6 BID SECURITY

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

1.7 CONTRACT TIME

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

1.8 LIQUIDATED DAMAGES

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

1.9 SUBSTITUTE MATERIAL AND EQUIPMENT

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

1.10 FEDERAL TAX I.D. NUMBER

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

1.11 LOCAL PREFERENCE

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

1.12 BID FORM

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

- E. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).
- F. The address to which communications regarding the Bid are to be directed must be shown.
- G. Bidders shall submit a Bid on a unit price or lump sum basis for each item of Work listed in the Bid schedule.
- H. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

1.13 SUBMISSION OF BIDS

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

1.14 MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Once Bids are being opened any unopened bids may not be withdrawn.
- C. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of his Bid, that Bidder may withdraw his Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work.

1.15 OPENING OF BIDS

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

1.16 BIDS TO REMAIN OPEN

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

1.17 AWARD OF CONTRACT

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

1.18 PERFORMANCE AND OTHER BONDS

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

1.19 SIGNING OF AGREEMENT

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents including but not limited to Performance and Payment bond and insurance certificates. Within fifteen days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached.

- B. If the bidder fails to enter into such contract within the period specified, the bid security deposited by the bidder shall be forfeited and shall become the property of the Owner.

END OF SECTION

THIS BID IS SUBMITTED TO:

Board of Supervisors, Trustees
for Drainage District No. 2
Dickinson County
c/o Dickinson County Auditor
Dickinson County Courthouse
Spirit Lake IA 51360

PROJECT:

2014 Open Ditch Cleanout
in Drainage District No. 2
Dickinson County, Iowa
PROJECT: E-13031

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

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

BID FORM**SECTION 0300**

PROJECT: 2014 OPEN DITCH CLEANOUT in DRAINAGE DISTRICT NO. 2
DICKINSON COUNTY, IOWA

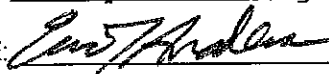
ITEM NO.	ITEM DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	TOTAL PRICE
1.	Excavation	24,610 C.Y.	\$ <u>3.58</u>	\$ <u>88,103.80</u>
2.	Outlet Repair:			
	a) 8" x 20'	1 Each	\$ <u>400.00</u>	\$ <u>400.00</u>
	b) 12" x 20'	1 Each	\$ <u>500.00</u>	\$ <u>500.00</u>
3.	Remove & Salvage 84" Field Crossing Pipe	2 Each	\$ <u>4,200.00</u>	\$ <u>8,400.00</u>
4.	Seeding & Fertilizing	1 L.S.	\$ <u>5,266.00</u>	\$ <u>5,266.00</u>
TOTAL BID				\$ <u><u>102,669.80</u></u> ✓

OK
12AH

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

SUBMITTED ON April 22, 2014

COMPANY NAME: Valley Contracting, Inc.

SIGNED BY/TITLE:  President

PRINT NAME: Eric Anderson

FEDERAL TAX ID. NO: 42-1397526

ADDRESS: 1850 Hwy 4

Estherville, Iowa 51334

PHONE NUMBER: (712) 362-4969

FAX NUMBER: (712) 362-7615

END OF SECTION

BID BOND**SECTION 0400**

KNOW ALL MEN BY THESE PRESENTS, that we, Valley Contracting, Inc.,
as Principal, and North American Specialty Insurance Company,
as Surety, are held and firmly bound unto the Auditor of Dickinson County, Iowa, hereinafter called
"OWNER", in the penal sum of Ten Percent of Amount Bid Dollars
(\$ 10%), lawful money of the United States of America, for the payment of which sum will truly be made,
we bond ourselves our heirs, executors, administrators and successors, jointly and whereas the Principal has
submitted the accompanying bid, dated April 22, 2014, for Open Ditch Cleanout - Drainage
District #2, Dickinson County, IA Project,

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form
specified and shall furnish a bond for his faithful performance of said contract, and for the payment
of all persons performing labor or furnishing materials in connection therewith, and shall in all other
respects perform the agreement created by the acceptance of said Bid, then this obligation shall
be void, otherwise the same shall remain in force and effect; it being expressly understood and
agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the
penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner as
liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the
bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its
bond shall be in no way impaired or affected by any extension of time within which the Owner may accept such
Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and
such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to
be signed by their property officer this 22nd day of April, 2014.

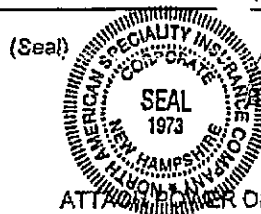
Robert H. Hild
Witness
(Seal)

Valley Contracting, Inc.
Principal

By Eric J. Jensen President
Title

Cindy Bennett
Witness Cindy Bennett
(Seal)

North American Specialty Insurance Company
Surety



Dione R. Young
Attorney-in-Fact Title

ATTORNEY IN FACT

IMPORTANT: Surety companies executing this Bond must appear on the U.S. Treasury Department's
current list (Circular 570, as amended) and be authorized to transact business in the
State of Iowa.

END OF SECTION

To: VALLEY CONTACTING, INC.
1850 HIGHWAY 4
ESTHERVILLE, IA 51334

Re: 2014 OPEN DITCH CLEANOUT
DRAINAGE DISTRICT NO. 2
DICKINSON COUNTY, IOWA
JWA PROJECT NO: E-13031

Gentlemen:

The Owners, represented by the undersigned, have considered the proposal submitted by you for the above-referred work in response to its "Notice of Hearing and Letting".

It appearing that it is the best interest of the said Owner to accept your proposal in the amount of \$102,669.80, are hereby notified that your proposal has been accepted for the construction of the 2014 OPEN DITCH CLEANOUT IN DRAINAGE DISTRICT NO. 2, DICKINSON COUNTY, IOWA.

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

If you fail to execute said contract and to furnish said bond within ten (10) days from the date of delivery of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit. Further, your bid bond enclosed with your bid will be forfeited if you neglect or refuse to enter into a contract and to furnish bond within the time specified.


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

Dated this 6th day of May, 2014.

OWNER Dickinson County Board of Supervisors

SIGNED BY

PRINT NAME


David Gottsche

END OF SECTION

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Dione R. Young

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: Valley Contracting, Inc.

Bond Number: Bid Bond

Obligee: Auditor of Dickinson County

Bond Amount: See Bond Form

Bond Description: Open Ditch Cleanout - Drainage District #2, Dickinson County, IA

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of May 2012.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 25th day of May 2012, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]

Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22nd day of April, 2014.

[Signature]

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
Assistant Secretary of North American Specialty Insurance Company

AGREEMENT**SECTION 0500**

THIS AGREEMENT, made and entered into this 6th day of May, 2014 by and between the Dickinson County Board of Supervisors hereinafter called OWNER, and VALLEY CONTRACTING, INC., ESTHERVILLE, IOWA, hereinafter called CONTRACTOR.

WITNESSETH: That whereas the OWNER has heretofore caused to be prepared certain plans, specifications and proposal blanks, for the Project generally described as follows: 2014 Open Ditch Cleanout, Drainage District No. 2, Dickinson County, Iowa, under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR as shown on Bid Form, and shall pay Contractor for completion of all work at the prices stated in Bid Form in the amount of \$102,669.80,
2. With a written Notice to Proceed received by the Contractor within 30 days of Bid opening all portions of the work shall be completed and accepted as detailed in the Notice of Hearing and Letting is as follows: excavation by December 1, 2014 with all work completed by May 1, 2015, subject to any contract time extension granted by the Owner.
3. Owner and Contractor recognize that time is of the essence on this Project and that the Owner may suffer financial loss if the work is not completed by the specified date plus any approved time extensions. Both parties also recognize that it may be difficult to prove actual losses by the Owner should the work not be completed before the Contract completion date. It is further agreed then that the Contractor shall pay the Owner the sum of \$200.00 per day as liquidated damages, not necessarily actual financial loss, for every day after the Contract completion date until the work is completed and accepted.
4. That this Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:
 - a. Specifications
 - b. Plans
 - c. Notice of Hearing and Letting
 - d. Special Conditions
 - e. General Conditions
 - f. CONTRACTOR's Bid
 - g. This Agreement
 - h. Performance and Payment Bond
 - i. Addenda Numbers None

Above components are complementary, and what is called for by one shall be as binding as if called for by all.

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

OWNER Dickinson County Board of Supervisors

By [Signature]

Title Board Chair

ATTEST: [Signature]

Title County Auditor

CONTRACTOR Valley Contracting, Inc.

By [Signature]

Title President

(SEAL)

ATTEST: [Signature]

Title Office Mgr

DATED May 27, 2014


TO: Valley Contracting Inc.
1850 Highway 4
Estherville, IA 51445

PROJECT: 2014 Open Ditch Cleanout, Drainage District No. 2

OWNER: Dickinson County Board of Supervisors

You are hereby notified that the Owner has authorized you to commence work on the Project in accordance with the Agreement dated May 6, 2014. In accordance with that Agreement the Completion Dates for the work is as follows: all excavation by December 1, 2014 with all work completed by May 1, 2015.

Dickinson County Board of Supervisors

By: 
(AUTHORIZED SIGNATURE)
Board of Supervisor's Chair
(TITLE)

ACCEPTANCE OF NOTICE

Receipt of this Notice to Proceed is hereby acknowledged by:

CONTRACTOR: Valley Contracting Inc.

SIGNED BY: _____

TITLE: _____

DATE: _____

PERFORMANCE AND PAYMENT BOND**SECTION 0600**

KNOW ALL PERSONS BY THESE PRESENTS THAT Valley Contracting, Inc.

1850 Highway 4 South, Estherville, IA 51334

(Name and address or legal title of the Contractor)

as Principal, hereinafter called the Contractor, and North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101

(Legal title of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto Dickinson County Board of Supervisors

1810 Ithaca Avenue, Spirit Lake, IA 513601

(Name and address or legal title of Owner)

as obligee, hereinafter called the Owner, in the amount of One Hundred Two Thousand Six Hundred Sixty Nine
and 80/100----- Dollars (\$ 102,669.80)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated May 6, 2014
entered into a Contract with Owner for . . .

2014 Open Ditch Cleanout, Drainage District #2, Dickinson County, IA

in accordance with drawings and specifications prepared by Jacobson-Westergard & Associates, Inc., which Contract is by reference made a part hereof, and it hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then the obligation of this bond shall be null and void; otherwise it shall remain in full force and effect.

- A. The Surety hereby waives notice of any alternation or extension of time made by the Owner.
- B. The Contractor and their surety shall be obligated to keep the improvements covered by this bond in good repair for a period of one year from the date of acceptance of the improvements by the Owner.
- C. Whenever Contractor shall be, and is declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:
 1. Complete the contract in accordance with its terms and conditions, or
 2. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments hereto, less the amount properly paid by Owner to Contractor.
- D. Any suit under this bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

PERFORMANCE AND PAYMENT BOND**SECTION 0600**

- E. No right of action shall accrue to or for the use of any person or corporation other than the Owner and Engineering firm named herein or the heirs, executors, administrators, successors, or assigns of Owner.


IT IS A FURTHER CONDITION OF THIS OBLIGATION that the Principal and Surety shall, in accordance with the provisions of Chapter 573 of the Code of Iowa, pay to all persons, firms or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or materials furnished in the performance of the contract on account of which this bond is given.


The provisions of Chapter 573, Code of Iowa, are a part of this bond to the same extent as if they were expressly set out herein.

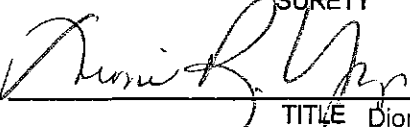
SIGNED AND SEALED THIS 20th DAY OF May, 2014.

IN THE PRESENCE OF:


WITNESS

Valley Contracting, Inc. 
CONTRACTOR
President
TITLE


WITNESS Cindy Bennett

North American Specialty Insurance Company
SURETY

TITLE Dione R. Young, Attorney-in-fact

END OF SECTION

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN,
CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, STACY VENN, LACEY CRAMBLIT and DIONE R. YOUNG

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By [Signature]
David M. Layman, Vice President of Washington International Insurance Company
& Vice President of North American Specialty Insurance Company



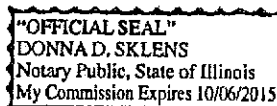
IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 25th day of January, 20 13.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook

SS:

On this 25th day of January, 20 13, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
Donna D. Sklens, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 20th day of May, 20 14.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

VALLE-4

OP ID: BS

DATE (MM/DD/YYYY)

05/23/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stille Pierce & Pertzborn 112 East 5th Street Storm Lake, IA 50588 Thomas Gordon James Inc.	CONTACT NAME: Tom James	
	PHONE (A/C, No, Ext): 712-732-3747	FAX (A/C, No): 712-732-2808
	E-MAIL ADDRESS: tom@sppinsurance.com	
INSURED Valley Contracting, Inc. 1850 Hwy 4 South Estherville, IA 51334	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United Fire & Casualty	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	
	NAIC # 13021	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			60391677	04/10/2014	04/10/2015	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COM/OP AGG	\$ 2,000,000	
									\$
A	AUTOMOBILE LIABILITY			60391677	04/10/2014	04/10/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			60391677	04/10/2014	04/10/2015	EACH OCCURRENCE	\$ 3,000,000	
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 3,000,000	
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION S							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			60391677	04/10/2014	04/10/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 500,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	
A	Property Section			60391677	04/10/2014	04/10/2015	Leas/Rnt	25,000	
A	Equipment Floate			60391677	04/10/2014	04/10/2015	Instl Flt	150,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Project: 2014 Open Ditch Cleanout - DD #2

CERTIFICATE HOLDER

DICKCOU

Dickinson County Board of Supervisors
2903 Hill Avenue
Spirit Lake, IA 51360

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas Gordon James Inc.

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PART 1 GENERAL**1.1 SCOPE****A. Work includes:**

1. Excavation and cleanout and straightening of the open ditches to the proposed grades shown on the plans.
2. Leveling of all new spoil banks except as noted.
3. Removal or disposal of all tree materials and rock or stone cleared from the ditches.
4. Repairing all damaged tile outlets and surface drain outlets as per the details herein.
5. Removal and stockpiling of fences.
6. Digging from both sides will be required.

B. Contractor's Duties:

1. Provide and pay for: labor, materials, equipment, tools, construction equipment and machinery.
2. Pay legally required sales, consumers and use taxes.
3. Give required notices.
4. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
5. Enforce strict discipline and good order among employees. Do not employ unfit persons or persons not skilled in assigned task.

1.2 WORK BY OTHERS (SEPARATE CONTRACTORS) N/A**1.3 WORK BY ENGINEER**

- A. Engineer will perform all required construction staking for line and grade in order to construct the work. Any additional staking by Engineer will be detailed in the Special Conditions.

1.4 WORK BY OWNER N/A**1.5 CONTRACTS**

- A. Construct work under a single unit-price contract as shown in Agreement.

1.6 PERMITS

- A. The Owner will be responsible for applying for, paying all fees and obtaining the following permits if required:
1. Construction Permit(s) from the Iowa Department of Natural Resources (IDNR).

2. Construction Permit(s) from the US Army Corp of Engineers.
 3. NPDES Storm Water Discharge Permit administered by IDNR.
 4. Utility Construction Permit(s) and Entrance Permit (s) from Iowa Department of Transportation (IDOT).
 5. Utility Construction Permit(s) from County Engineer.
 6. Construction or crossing permit from Railroad including any insurance premiums required by Railroad.
 7. Sanitary Sewer Connection Permit.
- B. The Contractor shall be responsible for applying for, paying all fees and obtaining any other permits including but not limited to:
1. Local building permits.
 2. Local landscaping or erosion control permits.
 3. Equipment hauling permits.
 4. Local union permits.

1.7 SCHEDULING OF WORK

- A. TIME IS AN ESSENTIAL CONDITION OF COMPLETION. Each subcontractor shall organize his work in such a way as to be able to enter upon the site at the scheduled date for the start of the Work and shall perform the Work diligently and expeditiously to complete the various phases within the allotted times.

1.8 COMPLETION DATE

- A. **All excavation shall be completed by December 1, 2014. All work on this project shall be fully complete and operational by May 1, 2015. No leveling will be done on CRP acres between May 15th and August 1st.**
- B. The Contractor shall schedule his operations in performing the work so as to complete all work on the project by the completion date specified in the "Notice of Hearing and Letting" and set forth in the Agreement. The Contractor will be entitled to an extension of the contract completion date only for delays caused by injunction, legal actions, delays in delivery of material and/or equipment required on the project and acts of God. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God. Application for extension of time shall be made by the Contractor to the Owner in writing and shall state reasons for the request for the extension of time. No extension of time shall be valid unless it is requested in writing by the Contractor nor shall an extension of time be valid unless it is given in writing by the Owner.

1.9 LIQUIDATED DAMAGES

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

1.10 EXAMINATION OF SITE

- A. It is expected that each contractor and/or subcontractor, before submitting a proposal for Work required under these Contract Documents visit the site, make a thorough examination of conditions, familiarize himself with all existing conditions and all the limitations pertaining to the work herein contemplated.
- B. No additional compensation will be allowed because of any Contractor or Subcontractor's misunderstanding as to the amount of work involved or his lack of knowledge of any of the conditions pertaining to the work based on his neglect or failure to visit or make an examination of the site.
- C. It is also expected that in the event that any of this specification is not clear or in the event there are any discrepancies or changes in conditions, these will be brought to the attention of the Engineer and the Owner, and a decision in writing will be rendered as soon as possible by the Engineer.

END OF SECTION

PART 1 GENERAL**1.1 GENERAL**

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

1.2 DEFINITIONS

- A. Whenever the term "Owner" is used in this specification, it refers to Owner as identified in the Advertisement.
- B. Whenever the term "Engineer" is used in this specification, it refers to Jacobson-Westergard & Assoc., Inc., 105 South 6th Street, Estherville, IA 51334 (Phone: 712/362-2647; Fax: 712/362-2668).
- C. The word "approved" as used herein means "approved by Engineer".
- D. "Or equal" means "or approved equal".
- E. "IDOT Section" means a section of the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, series of 2012, including all Supplemental Specifications thereto.

1.3 GUARANTEE OF WORKMANSHIP, MATERIALS AND MAINTENANCE BOND

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

1.4 SALVAGE RIGHTS

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

1.5 TESTS AND INSPECTIONS

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

1.6 CONSTRUCTION STAKING

- A. Engineer shall set the necessary grade and line stakes to construct the work. Contractor shall give Engineer a minimum of 48 hours notice that such stakes are needed. The Engineer will try to accommodate the Contractor's request for staking, offsets, benchmarks, etc.
- B. The Contractor shall be responsible for reimbursing the Engineer to replace grade and line stakes disturbed by his operations or by his subcontractor. If the Engineer is requested to restake, he will bill the Contractor for that work at the rate of \$125.00 per hour.
- C. If during the course of construction, survey monuments (property lines), that were marked and shown to the Contractor are destroyed as a result of negligence by the Contractor than the Contractor shall be held responsible for replacement. The Contractor shall, prior to final payment, reimburse the Engineer at the rate of \$125.00 per hour for the replacement of any survey monuments.

1.7 CONTRACTOR'S USE OF PREMISES

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

1.8 CLEANING UP

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

1.9 SHOP DRAWINGS AND SUBMITTALS

- A. After Award of Contract, Contractor shall submit five (5) copies of manufacturer's literature, product data, catalog cuts or other information as specified in each specification section to allow Engineer to review such data prior to incorporation into the work. Such information submitted is herein referred to as Shop Drawings.

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

1.10 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

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

1.11 SHIPMENT OF MATERIALS

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

1.12 SUBCONTRACTORS

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

1.13 UTILITY APPURTENANCES

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

1.14 CONTRACT TERMINATION AND SUSPENSION OF WORK

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

1.15 INSURANCE COVERAGE

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

1. Workers' Compensation:

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

2. Commercial General Liability:

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

- b. The Contractor's General Liability and Comprehensive Automobile liability insurance policy shall be endorsed to add the Owner and Engineer as additional insured.
3. Comprehensive Automobile Liability (including owned, hired and non-owned vehicles):
- | | | |
|---|----------------------------|-----------------|
| a. Bodily Injury | \$1,000,000 | Each Person |
| | \$1,000,000 | Each Occurrence |
| b. Property Damage or
combined single limit of | \$1,000,000
\$2,000,000 | Each Occurrence |
4. Umbrella form excess liability coverage may be utilized to reach or exceed any of the limits defined above.
- C. Property Insurance: Contractor shall secure all-risk type of builders risk insurance covering Work performed under the contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke until the date of final acceptance of the Work. The policy may exclude loss or damage caused by or resulting from errors in design or from the use of substandard materials or supplies used knowingly by or at the direction of the insured, but not excluding results, physical loss, or damage to other property covered hereunder. Neither exclusion shall apply in the event of fire, explosion, or acts of God.
- D. The policies providing this insurance shall name the Owner, Contractor, and their subconsultants as additional insureds as their respective interests shall appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner or being construed as relieving the Contractor or Subcontractors of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.
- E. Certificate of Insurance: The Contractor and all Subcontractors shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. Said policies shall not be thereafter canceled, permitted to expire, or be changed without notice of 10 days in advance to the Owner and consented by the Owner.

1.16 MODIFIED DRAWINGS

- A. The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- B. The modified drawings or "As-Built" shall be kept in good legible condition and shall show any deviations from shown location, show unknown utilities or features and show dimensions, sizes, elevations, material and locations to the best accuracy possible. One complete set of the modified drawings shall be furnished to the Engineer prior to submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of modified drawings on the project site shall be reason to withhold payments.

END OF SECTION

PART 1 GENERAL**1.1 SCOPE**

- A. The contract unit prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "Furnish and Place".
- B. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work or stockpiled as provided herein.

1.2 MEASUREMENT

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

1.3 PAYMENT

- A. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraces under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner for all risks of every description connected with all prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications.
- B. Payment will be made at the current unit prices listed in the BID.
- C. Final payment will be made only after Contractor submits Form No. 35-002 for Sales and/or Use Tax paid in the construction of this project.

1.4 EXTRA WORK

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

1.5 ITEMS

- A. General: Only the items requiring specific explanation are included here; all other items are clearly understandable in the Bid.
- B. Excavation quantities have been computed by the Engineer based on the average end area method from the ditch cross sections taken at an average of 100 feet apart along the entire length of the main open ditch. Copies of the calculations are available from the Engineer at the cost of reproduction.

The Contractor will be compensated for the excavation and the new spoil bank leveling in the project on the price quoted in his proposal for excavation based on the calculated plan quantities by the Engineer. The Contractor's unit price for excavation shall include the furnishing of all labor, materials, equipment and construction methods required to remove the earth, vegetation and soil existing in the ditch bottom above its designated bottom elevation

grade and shall include the cost for leveling the spoil removed from the ditch during excavation. Required undercutting is not included in the plan quantities. **No benching will be allowed to reach the bottom of the ditch.**

- C. Outlet Repairs shall be the actual number installed.

1.6 INCIDENTAL ITEMS

- A. Furnishing and placing 3" ballast material at each new or repaired tile and surface drain outlet. Minimum area will be 6'x6'x1' thick.
- B. Removal of fence as necessary during construction except as noted.
- C. Disc-Chisel plowing spoil area following leveling, picking up rock, brush and other debris and releveling spoil as necessary.
- D. Providing Engineer with set of drawings suitably marked to show all deviations from the original set of drawings.
- E. Mobilization.
- F. Excavating from both sides.
- G. Placing excavated material in such a manner as to avoid all areas designated as wetlands as shown on the plans.

1.7 RIGHT-OF-WAY

- A. The Contractor shall keep all operations as close to the ditch as possible. The spoil shall be piled as close to the ditch as possible until after crops have been harvested. No leveling of spoil shall be done where crop damage would occur.
- B. The limit of right-of-way for clearing and leveling is 50 feet each side of the centerline of the ditch. The Contractor may use up to 50 feet only as necessary.

END OF SECTION

PART 1 GENERAL**1.1 SCOPE**

- A. The extent of excavation, cleanout and grading is shown on the drawings.
- B. All excavation to be performed shall be considered as unclassified excavation.

1.2 EXISTING UTILITIES

- A. Cooperate with Owner and utility companies for maintaining service.
- B. Repair damage to existing utilities as directed by utility company.

PART 2 PRODUCTS**2.1 FILL MATERIALS**

- A. Provide acceptable material from the site for fill, free of large rock, debris, waste, frozen materials, vegetable and other deleterious matter from the road entrance.
- B. Use of black earth or topsoil as fill will be permitted.

PART 3 EXECUTION**3.1 EXCAVATION**

- A. Excavation consists of removal of all material to the proposed grade and cross section shown on the plans. Compaction is not required.
- B. Side slopes shown on the plans within the ditch and on the spoil banks are maximum slopes.
- C. Base widths shown on the plans are minimum base widths.
- D. Undercut the bottom of the ditch sufficiently to allow for the initial erosion of the side slopes. A minimum of 6" undercut is recommended, and 4" undercut is required. (NOTE: 4" over excavation is included in excavation quantities.)
- E. Do not disturb the existing vegetation on the side slopes more than necessary in those areas where no side slop shaping is required.
- F. Provide for temporary drainage through the spoil banks before the surface inlets are installed. Contractor is responsible for adequate erosion control.
- G. Excavation must be done from both sides. This is mandatory. The bottom and one slope can go on one side with the opposite slope only on the other side. This is not mandatory.
- H. No benching will be allowed to reach the bottom of the ditch.

3.2 SPOIL BANK LEVELING

- A. Level all new and existing spoil banks within the right-of-way to provide for the final cross sections on the drawings.
- B. Finished spoil banks shall have a smooth and uniform surface on which to operate farm equipment.
- C. Disc-Chisel plow all spoil and other disturbed areas following leveling to minimum depth of 12 inches. Pickup and dispose of rock, brush and other debris. Relevel spoil as necessary.
- D. Spoil leveling shall not be done while there are crops in the fields or between May 15 and August 1.

END OF SECTION

PART 1 GENERAL**1.1 QUALITY ASSURANCE**

- A. Installer Qualifications: Minimum of five years experience installing drainage systems.

1.2 SUBMITTALS

- A. Manufacturer's Literature: Manufacturer's descriptive literature and recommend method of installation.
- B. Certificates: Manufacturer's certification that products meet specification requirements.

1.3 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver materials on manufacturer's original skids, or in original unopened protective packaging.
- B. Store materials to prevent physical damage.
- C. Protect materials during transportation and installation to avoid physical damage.

PART 2 PRODUCTS**2.1 CONCRETE DRAIN TILE**

- A. ASTM C412, Class Heavy Duty-Extra Quality.

2.2 CORRUGATED METAL PIPE

- A. Pipe: ASTM A444, 2 2/3" x 1/2" 16 gauge for 24" diameter pipe and smaller, and 14 gauge for all pipe larger than 30 inch diameter.
- B. Seams: Riveted (rivets ASTM A31) or Welded (AASHTO M-16)
- C. Connecting Bands: 12" wide, ASTM A307, Grade A
- D. Flared End: IDOT Standard Plan RF-5
- E. Tee Section Pipe: ASTM A-444, 2 2/3" x 1/2", 14 gauge

2.3 CONCRETE

- A. Gravel mix: Sakrete, or equal

2.4 STONE

- A. Stone shall be 3-inch ballast material

PART 3 EXECUTION**3.1 INSPECTION**

- A. Examine areas to receive pipe for:
 - 1. Complete excavation to elevations and slopes indicated.
 - 2. Obstructions which would interfere with system installation.
- B. Begin work only when conditions are satisfactory.

3.2 INSTALLATION

- A. Place pipe sections on shaped bottom and complete joints. Hand excavate as necessary for anti-seep collars and apron sections.
- B. Place material around sides of pipe and tamp without disturbing pipe position. Maximum lifts shall be 12 inches.
- C. Place additional material over top of pipe to level of earth fill.
- D. Mechanically tamp backfill for consolidation to Engineer's satisfaction.
- E. Place 3" balast material at outlet of all tile and surface drains that are repaired or replaced. Minimum area covered shall be 6' x 6' with a minimum thickness of 1 foot. Furnishing and placing shall be incidental.

3.3 TILE

- A. Set pipe with tight butted joints (1/4 inch maximum joints).
- B. Excavation to look for old tile is considered incidental.

3.4 OUTLET REPAIR

- A. See Exhibit "C".
- B. Salvage existing C.M.P. in place being used as outlets and stockpile for future use.
- C. Replace outlet pipe with new C.M.P. (see plans for locations)

END OF SECTION

PART 1 GENERAL**1.1 SCOPE**

- A. Work involves seeding inside slopes of ditch following excavation.

PART 2 PRODUCTS**2.1 MATERIALS**

- A. Seed Mixture: Perennial Ryegrass 25 lbs/acre
 Brome Grass 37 lbs/acre
- B. Fertilizer: 750 lbs. per acre; 13-13-13 or equivalent

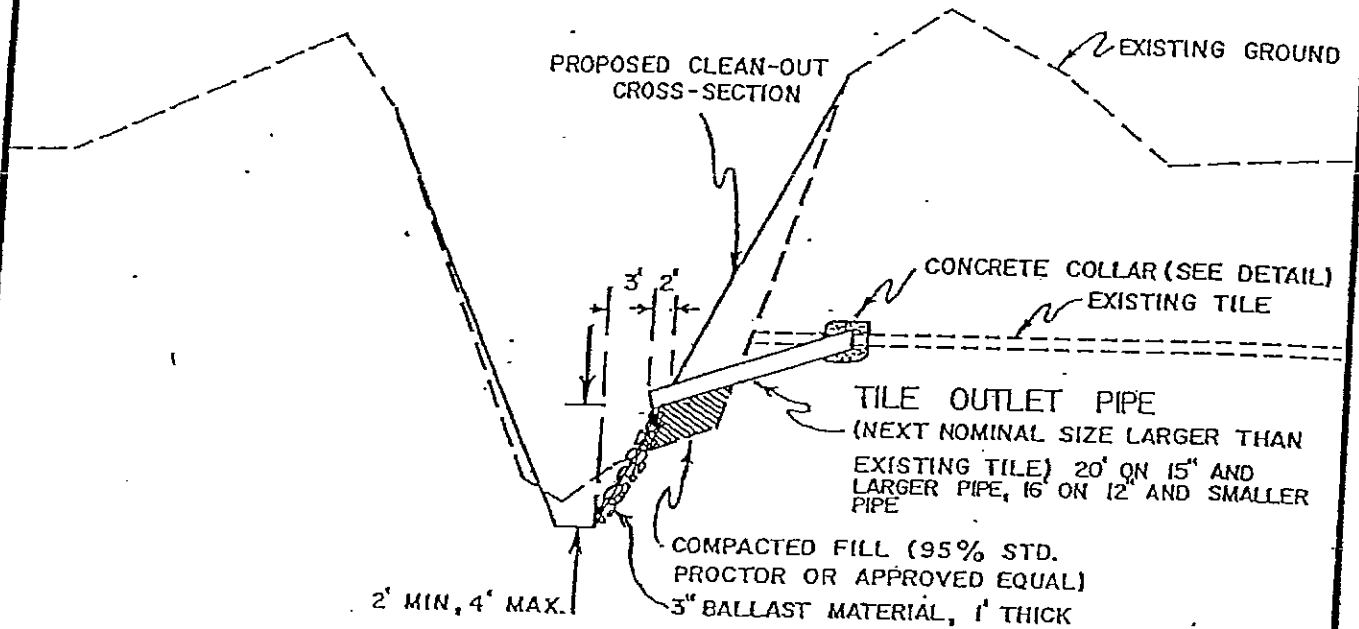
PART 3 EXECUTION**3.1 INSTALLATION**

- A. Spread on disturbed inside slopes following excavation.
- B. No area shall remain unseeded longer than 30 days.
- C. Seed may be broadcast from the top of bank, but the method of application must be approved by Engineer.

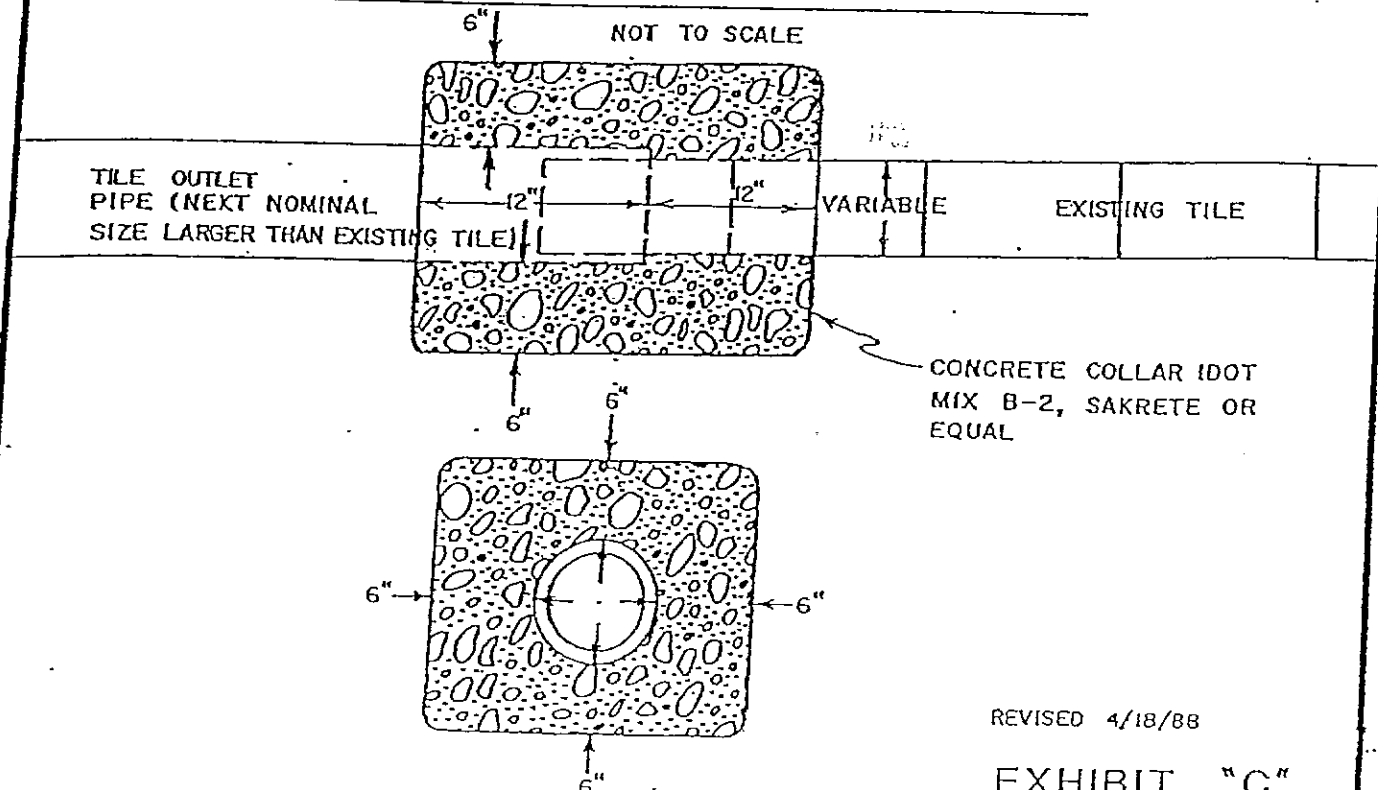
END OF SECTION

TYPICAL OUTLET REPAIR/INSTALLATION

SCALE: 1" = 5' VERTICAL
1" = 20' HORIZONTAL



CONCRETE COLLAR DETAIL

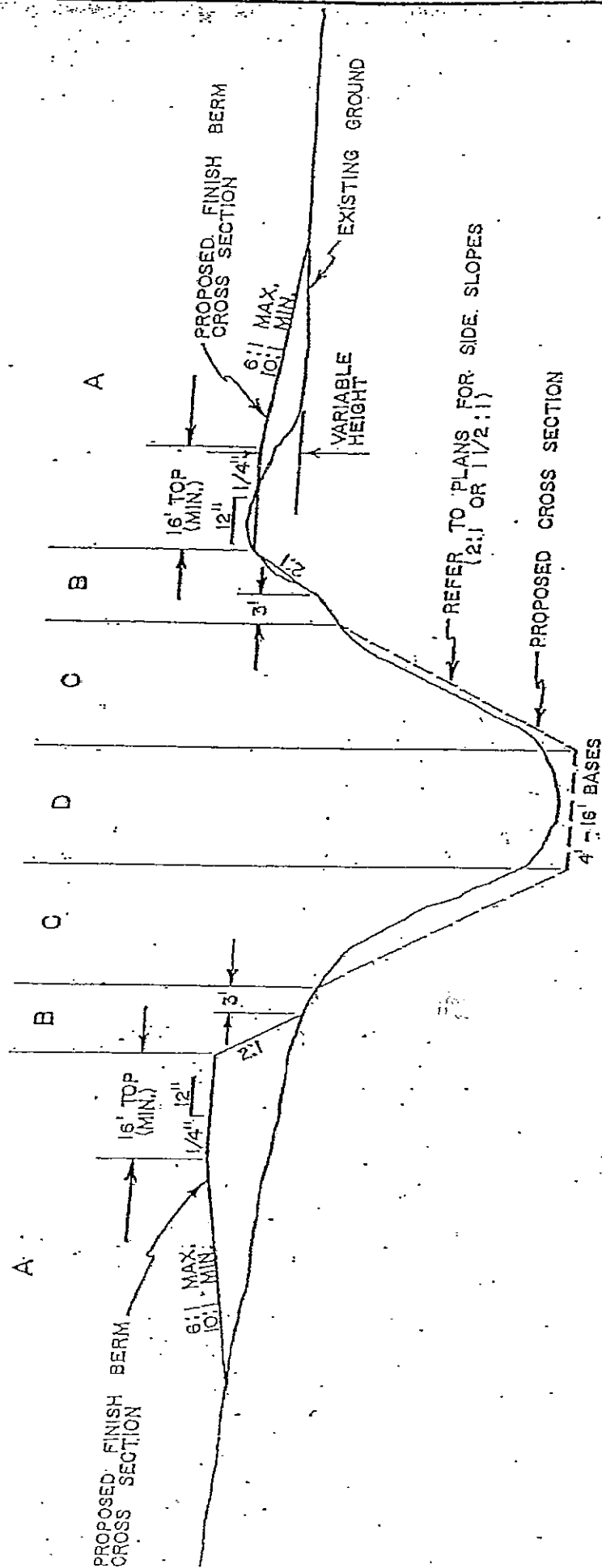


REVISED 4/18/88

EXHIBIT "C"

TYPICAL CROSS SECTION AND TREE CLEARING DETAIL

NOT TO SCALE



ALL ZONES: CLEAR TREES AND BRUSH TO WITHIN 6" OF THE GROUND

