
SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63

***McCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA***

SEPTEMBER 2024

**SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR
MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA**

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.



Signed:

Dated:

A handwritten signature in blue ink, appearing to read "P. E. Mouw", written over a horizontal line.

9/5/2024

Patrick E. Mouw, P.E.

Iowa License No. 20839

My license renewal date is December 31, 2025

Detailed parts covered by this seal:

ALL

Prepared by
VEENSTRA & KIMM, INC.
Sergeant Bluff, Iowa

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MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA**

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The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction Series 2023, Plus General Supplemental Specifications, and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions shall apply to construction on this project.

NOTICE OF PUBLIC HEARING

McCandless Intercounty Drainage District, Monona County, Iowa

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ENGINEERS ESTIMATED TOTAL COST OF PUBLIC IMPROVEMENT FOR “MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63.”

Notice is hereby given that the McCandless Intercounty Drainage District, Monona County, Iowa, whose meeting location is in the Onawa Public Library, 707 Iowa Avenue, Onawa, Iowa 51040, will meet on the 2nd day of October, 2024, at 7:30 a.m., at which time and place a hearing will be held on the proposed and tentatively approved Drawings and Specifications, form of Contract and Estimate of Cost for the MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63 project.

A hearing on the report for the main ditch cleanout was held on May 1st, 2024. The hearing on October 2nd, 2024, will be on the project drawings, approving the specifications for the cleanout project and to approve entering into a contract with a contractor.

The plans for the project include the cleanout of the McCandless Drainage District Main Ditch near Buckeye Avenue downstream to the east side of Highway K-45 for an approximate distance of 3.2 miles. It is anticipated, but not guaranteed or promised, that the cost of this cleanout will not directly affect or increase the tax levy for the District.

A copy of the tentatively approved documents may be obtained from District Engineer Patrick Mouw by contacting his office as follows: Veenstra & Kimm, Inc., 203 Sergeant Square Drive, Suite B, Sergeant Bluff, IA 51054; (712) 943-5055. The documents are also on file at the Monona County Drainage Office, 610 Iowa Avenue, Onawa, IA 51040 and available for examination.

At the hearing, the Governing Body will receive and consider any objections made by any interested person, to the Drawings and Specifications, proposed form of Contract and the Estimate of Cost for the Work.

Published upon order of the McCandless Intercounty Drainage District, Monona County, Iowa.

By: Drainage Clerk, Monona County

NOTICE TO BIDDERS

**MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA**

Sealed proposals will be received by the Board of Trustees (the “Trustees”) of the McCandless Intercounty Drainage District (the “District”), in the Monona County Drainage Office at 610 Iowa Avenue, Onawa, Iowa 51040, until 3:00 P.M. on the 27th day of September, 2024, for the construction of certain drainage improvements and such other work as may be incidental thereto, as described in the plans and specifications therefor now on file in the office of the said District Engineer entitled:

**MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA**

At said time and place, proposals received will be opened and the results will be announced. Proposals will be acted upon by the Trustees at a meeting to be held on the 2nd day of October, 2024, or at such later time as may then be fixed.

The Work will include but is not limited to the following improvements:

Work will include embankment in place, Class 10 channel excavation and leveling, culverts, mulching, seeding, and other related construction work including cleanup.

Each proposal shall be made on a form furnished by the Trustees and must be accompanied by a cashier's check or certified check drawn on a state-chartered or a federal chartered bank or a certified share draft drawn on a state-chartered or federally chartered credit union or a bid bond on a form furnished by the Trustees; bid bonds on any other form will not be accepted and the bids they secure will not be opened. All bid bonds must be executed by a corporation authorized to contract as a surety in Iowa and filed in an envelope separate from the one containing the proposal, sealed and in an amount equal to five percent (5%) of the amount of the proposal made payable to the Monona County Auditor on behalf of the McCandless Intercounty Drainage District, and may be cashed by the Trustees as liquidated damages in the event the successful bidder fails to enter into a contract within 10 days of award and post bond satisfactory to the Trustees insuring the faithful fulfillment of the contract as required by law and the specifications.

All payments shall be in the form of Warrants drawn on the District or by cash. The monthly progress payment will be made within thirty (30) days from the date the progress payment is approved by the District. Final payment will be made not less than thirty (30) days after completion of the work and acceptance by the District. Retention of unpaid funds and final payment shall be in accordance with Chapter 468, Code of Iowa, as amended.

The successful bidder will be required to furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Trustees and shall guarantee the faithful performance of the contract and terms and conditions therein contained, shall guarantee the prompt payment for all materials and labor and protect and save harmless the McCandless Intercounty Drainage District from claims and damages of any kind caused by the operations of the Contractor, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. If applicable, the guaranteed maintenance period for new paving shall be four years.

Plans and specifications governing the construction of the proposed improvements have been prepared by Veenstra & Kimm, Inc., Consulting Engineers for the Trustee, which plans and specifications and the proceedings referring to and defining said proposed improvements are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed in compliance therewith. A copy of said plans and specifications are now on file at the Monona County Drainage Office, 610 Iowa Avenue, Onawa, Iowa 51040, for examination by bidders. Electronic copies of said plans and specifications will be available at www.QuestCDN.com. Downloads of the project documents require the user to register for a free membership at www.QuestCDN.com. Please contact [QuestCDN.com](http://www.QuestCDN.com) for assistance with free membership registration. A complete paper set of bid documents, including the plans and specifications, may be obtained from the Engineer, Veenstra & Kimm, Inc., 203 Sergeant Square Drive, Suite B, Sergeant Bluff, Iowa, email: nwiowa@v-k.net, phone: (712) 943-5055.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

The completion date shall be May 15, 2025. Liquidated damages in the amount of \$250.00 per day shall be assessed by the contractor for each calendar day that work proceeds on the project beyond the specified completion date, excepting authorized extensions thereof.

The Trustees hereby notify all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

Award of the contract will be made after evaluation of the most responsive, responsible bid that is in the best interest of the owner. This may be the lowest base bid or the total bid, which is the base bid plus alternate number 1.

The Board of Trustees reserves the right to reject any or all proposals and to waive informalities.

Published upon order of the Board of Trustees of the McCandless Intercounty Drainage District.

MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT

By: Drainage Clerk, Monona County

INSTRUCTIONS TO BIDDERS

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63 MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT MONONA COUNTY, IOWA

1. DESCRIPTION

Sealed proposals are solicited by the McCandless Intercounty Drainage District, Monona County, Iowa, for the construction of drainage improvements. The improvements will consist generally of embankment in place, class 10 channel excavation and leveling, mulching and seeding and other items of work considered incidental thereto.

2. BIDDER'S KNOWLEDGE

Prospective bidders should examine the site of the proposed improvements to familiarize themselves with all factors and conditions affecting the construction of the proposed improvements.

3. METHOD OF BIDDING

All bid items are based on unit prices. The quantities of each item have been estimated from the construction plans. The unit price bid for each item of work shall be full compensation to the contractor for the complete installation of that particular item, including incidental items of cost not listed but necessary to complete the bid item. In the event of discrepancies between unit prices and unit price extensions listed in the bidder's proposal, the unit prices shall govern. If a unit price line is left blank, the unit price will be zero dollars.

4. SUBMISSION OF BIDS

Bids shall be submitted on forms furnished by the Drainage District through its Engineer, to the address as shown on the Bid Form, no later than the time and date as specified in the Notice. **Bidders shall be a Plan Holder having obtained plans as furnished by the Engineer's Office. Bids from non-plan holders shall be rejected.** Bidders should submit one copy only of their bids sealed in an envelope, separate from the one containing the bid security. In addition to the Bid Form, Bidders shall include a completed Bidder Status Form, a Disadvantaged Business Enterprise (DBE) Solicitation form, and a completed Certification Regarding Lobbying form. Only an authorized representative of the firm submitting a bid may sign the Bid Form, the Disadvantaged Business Enterprise (DBE) Solicitation form, and the Certification Regarding Lobbying form.

5. BID SECURITY

The Notice to Bidders sets out details regarding Bid Security.

6. WITHDRAWAL OF BIDS

Bids may be withdrawn any time prior to the scheduled closing time for receipt of bids; however, bids may not be withdrawn for a period of 30 days after said closing time.

7. EVALUATION OF BIDS

The Drainage District reserves the right to reject any or all items of work or any or all alternate items, unresponsive bids, or waive informalities or technicalities in the bids. It is the intent to make an award of this contract within 10 days after the scheduled closing time for receipt of bids or reject all bids.

8. TAXES

The contractor will be responsible for payment of all sales tax on material incorporated in the project. Upon the completion of the project, the contractor shall file a Contractor's Statement of Sales Tax form with the Drainage Clerk showing the amounts of materials purchased and the sales tax paid thereon.

9. PREFERENCE FOR LABOR AND MATERIALS

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa and to Iowa domestic labor.

10. EXECUTION OF CONTRACT

The successful bidder shall, within 10 calendar days after date of written notice of award, enter into written contract with the Drainage District on forms included in the specifications for the performance of the work. The contract, when executed, shall be deemed to include the entire agreement between parties, and the contractor shall not claim any modification resulting from representation or promises made by representatives of the Drainage District or other persons.

11. PAYMENT

The contractor will be paid as stated in the Notice to Bidders.

12. TIME OF CONSTRUCTION

Work on the proposed project shall be commenced and completed as stated in the Notice to Bidders.

13. GUARANTEE

The Notice to Bidders sets forth details regarding the performance, payment and maintenance bonds.

14. STATEMENT OF SPECIFICATIONS

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, as amended, shall apply to work on this project.

15. INSURANCE

A. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract, whether such operations be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts by them may be liable:

1. Claims under Worker's Compensation, disability benefit, and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employee.
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employee.

B. The insurance to be maintained by Contractor shall be written as follows:

1. Workers' Compensation and Employers Liability Insurance, as prescribed by Iowa law, minimum limits shown below covering Employers Liability:

Bodily Injury by accident	\$500,000 each accident
Bodily Injury by disease	\$500,000 each employee
Bodily Injury by disease	\$500,000 policy limit

2. Commercial General Liability Insurance Combined Single Limits shown below covering Bodily Injury, Property Damage and Personal Injury:

General Aggregate Limit	\$2,000,000
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Products-Completed Operations Aggregate Limit	\$2,000,000
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Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Fire Damage Limit (for any one fire)	\$50,000
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Medical Expense Limit (any one person)	\$5,000
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The General Liability Limit shall apply per project and per location during the period of the contract.

This insurance must include the following features:

- a. Coverage for all premises and operations. The policy shall be endorsed to provide the Aggregate per Project Endorsement.
- b. Personal and Advertising Injury.

- c. Operations by independent contractors.
 - d. Contractual Liability coverage.
 - e. Coverage for property damage underground or damaged by explosion or collapse (XCU).
3. Automobile Liability insurance, covering all owned, non-owned, hired and leased vehicles with a minimum combined single limit for Bodily Injury and Property Damage of \$1,000,000 per accident. Insurance must include Contractual Liability.
 4. Umbrella/Excess Insurance – The limits specified here-in may be satisfied with a combination of primary and Umbrella/Excess Insurance. Umbrella policy minimum shall be \$4,000,000.
 5. Additional Insured – The Contractor will include the McCandless Intercounty Drainage District and Engineer as additional insured on all policies except Workers’ Compensation as respects all work performed for the jurisdiction.
 6. Insurance Certificates – Each policy noted above shall be issued by an insurance company authorized to write such insurance in the State of Iowa and shall be reasonably acceptable to the Drainage District. These insurance policies shall not be cancelled for **any** reason without at least 30 days prior written notice to Drainage District.

An Endorsement to the Certificate shall be provided which guarantees that the issuing insurer will mail the 30 day written notice to the Certificate holder. This endorsement shall supersede the Standard Cancellation Statement on the Certificate of Insurance.

7. **ENDORSEMENTS:** The Public Liability Policy specified above shall be endorsed with the following specific language:

THE DRAINAGE DISTRICT is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of the contract.

The Public Liability Risk Policy specified above shall be endorsed with the following specific language:

- a. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies have been issued to each insured.

- b. The insurance provided herein is primary and no insurance held or owned by THE DRAINAGE DISTRICT shall be called upon to contribute to a loss.
- c. Coverage provided by this policy shall not be reduced or cancelled without thirty (30) days written notice given to THE DRAINAGE DISTRICT by certified mail.
- d. The certificate must state that the insurance is under an “occurrence” (not a “claims-made” or “modified occurrence”) basis.

8. **DOCUMENTATION:** The following documentation of insurance shall be submitted to THE DRAINAGE DISTRICT and approved prior to execution of this Contract:

Certificates of insurance showing the limits of insurance provided and signed copies of the specified endorsements for each policy.

At the time of making application for an extension of time, Contractor shall submit evidence that the insurance policies will be in effect during the requested period of time.

9. All liability policies which include THE DRAINAGE DISTRICT as an additional insured shall include a Governmental Immunities Endorsement (See the Standard Endorsements Figure 1070.5), pursuant to Chapter 670.4 of the Iowa Code, which endorsement shall include the following provisions:

- a. Nonwaiver of Government Immunity.
The insurance carrier expressly agrees and states that the purchase of this policy and including THE DRAINAGE DISTRICT as an Additional Insured does not waive any of the defenses of governmental immunity available to THE DRAINAGE DISTRICT under the Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- b. Claims Coverage.
The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defenses of governmental immunity under Iowa Code Section 670.4 as it now exists and as it may be amended from time to time.
- c. Assertions of Government Immunity.
THE DRAINAGE DISTRICT shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
- d. Non-Denial of Coverage.
The insurance carrier shall not deny coverage or deny any of the rights and benefits accruing to THE DRAINAGE DISTRICT under this policy for reasons of governmental immunity unless and until a court

of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by THE DRAINAGE DISTRICT,

C. Subrogation:

To the extent that such insurance is in force and collectible and to the extent permitted by law, the Drainage District and Contractor each hereby releases and waives all right of recovery against the other or anyone claiming through or under each of them by way of subrogation or otherwise. The foregoing release and waiver shall apply to damage to contractor's equipment, tools, and other personal property as well as automobiles.

D. Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Drainage District and Engineer, and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the project provided that any such claim, damage, loss or expense:

1. Is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from; and
2. Is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder.

Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this paragraph.

In any and all claims against the Drainage District or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them are liable, indemnification under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under worker, worker's or workman's compensation acts, disability benefit acts, or any other employee benefits acts.

E. Certificate Holder:

The certificate holder shall be McCandless Intercounty Drainage District, Monona County, Iowa.

The contractor's attention is drawn to the "SAMPLE" CERTIFICATE OF INSURANCE included in the project specifications manual.

16. PRECONSTRUCTION CONFERENCE

A preconstruction conference shall be held at a place to be determined later prior to the Contractor beginning any work. Appropriate Contractor supervisory personnel shall be present at said conference.

17. LIQUIDATED DAMAGES

The Notice to Bidders sets forth the details regarding liquidated damages.

18. RELEASE OF LIABILITY

Acceptance by the Contractor of the final payment shall be a release to the Drainage District and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the Drainage District or of any person relating to or affecting the work.

19. CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and hold harmless the Drainage District from all claims for labor and materials furnished under this contract.

20. PROSECUTION OF WORK

The Contractor shall notify the Engineer at least twenty-four hours in advance of the time he intends to start. The Contractor shall operate at such points as the Engineer may direct. The Contractor shall conduct the work with sufficient materials, equipment and labor to ensure completion within the time specified. Should work be discontinued for any reason by the Contractor with consent of the Engineer, the Contractor shall notify the Engineer twenty-four hours in advance of resuming operations.

21. SUBMITTAL REQUIREMENTS

Submittals, including shop drawings or material certifications, will not be required for the project.

22. QUESTIONS OF INTERPRETATION DURING BIDDING PHASE

- A. If questions arise during the bidding process regarding the meaning of any portion of the contract documents, the prospective bidder shall submit the questions to the Engineer for clarification.
- B. Any definitive interpretation or clarification of the contract documents will be published by addenda, properly issued to each person holding documents, prior to the bid date.
- C. Verbal interpretation or explanation not issued in the form of an addendum shall not be considered part of the bidding documents.
- D. When submitting questions for clarification, adequate time for issuance and delivery of addenda must be allowed.
- E. The Engineer shall be the sole judge regarding interpretations of conflicts within contract documents.

23. CONTRACT DOCUMENT DISCREPANCIES

- A. If any ambiguities should appear in the contract documents, request clarification from the Engineer before proceeding with the work.
- B. If the Contractor fails to make such request, no excuse will thereafter be entertained for failure to carry out the work in a manner satisfactory to the Engineer.
- C. The Engineer shall be the sole judge regarding interpretations of conflicts within contract documents.

BID FORM

**MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT
MONONA COUNTY, IOWA**

TO: BOARD OF TRUSTEES
MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT

DATE: _____

The undersigned bidder, having examined the plans, specifications, Notice to Bidders, the location and sites of the proposed work, the nature of the work to be done, extent and condition of existing structures affecting, or affected by the proposed work, and being fully advised as to the extent, character of the work and all existing local conditions relative to construction difficulties, hazards, labor, transportation, hauling, trucking, and other factors affected by or affecting the work covered by this proposal as outlined in the plans and specifications, and having received the following Addenda to the Plans and Specifications:

Addendum No.	Date Received
_____	_____
_____	_____

HEREBY PROPOSES to furnish all materials, tools, appliances, plant and equipment; and to perform all necessary labor required for the complete construction of the Main Ditch Cleanout – STA. 919+25 to 1093+63 project and all other items incidental thereto and to perform all work in accordance with all items of expense and profit to-wit.

BID SCHEDULE

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63 – MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
BASE BID					
1	EMBANKMENT-IN-PLACE	CY	12,122		
2	EXCAVATION, CL 10, CHANNEL	CY	22,694		
3	CULVERT, CMP ENT, 24"	LF	350		
4	MOBILIZATION	LS	1		
5	LEVELING, CLASS 10, CHANNEL	CY	10,571		
TOTAL BASE BID					\$
ALTERNATE 1 BID					
6	MULCH	ACRE	9.8		
7	NATIVE GRASS SEEDING	ACRE	9.8		
TOTAL ALTERNATE 1 BID					\$
TOTAL BASE BID + ALTERNATE 1 BID					\$

NOTICE TO CONTRACTOR: The total bid is based on estimated quantities and the actual amount will be adjusted in accordance with the final determination of the quantities involved. In case of error in the item totals as quoted, the proper figure based on the estimated quantities and the unit prices as quoted shall govern. If a unit price is left blank, the unit price for the item shall be zero dollars.

The Drainage District must approve any subcontractor which prime Contractor contracts with to do any portion of said contract.

Accompanying this bid shall be the Bid Bond in the amount specified in the Notice to Bidders, the same being subject to forfeiture in event of default by the undersigned. A completed Bidder Status Form, a Disadvantaged Business (DBE) Solicitation form, and a completed Certification Regarding Lobbying form shall also be submitted with this bid.

In submitting this bid, it is understood that the right is reserved by the Drainage District to reject any or all bids, and it is agreed that this bid may not be withdrawn after the closing of bids and shall remain valid for a period of 30 days.

The undersigned bidder agrees to furnish the required bond and deliver the signed Agreement to the Drainage District within ten (10) days after notification that he is the apparent successful bidder.

CONTRACT TIME: If awarded the contract, the undersigned bidder agrees to commence the work and to complete the work as specified in the Notice to Bidders.

The bidder hereby certifies:

That this bid is genuine and is 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 or any group, association, organization or corporation.

1. That he has not directly induced or solicited any other bidder to put in a false or sham bid.
2. That he has not solicited or induced any person, firm or corporation to refrain from bidding.
3. That he has not sought collusion or otherwise to obtain for himself any advantage over any other bidder.

SIGNATURE: _____

DATE: _____

NAME (typed or printed): _____

TITLE: _____

FIRM NAME: _____

EMAIL: _____

ADDRESS: _____

LIST OF SUBCONTRACTORS

The above figures include quotations from the following subcontractors whom we intend to employ on this project, subject to approval from the Engineer:

<u>SUBCONTRACTOR</u>	<u>WORK TO BE PERFORMED</u>
1. _____	_____
2. _____	_____
3. _____	_____

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

Disadvantaged Business Enterprise (DBE) Solicitation
(To be submitted with Bid Form)

It is FEMA's policy that recipients of FEMA reimbursements take affirmative steps to assure minority businesses, women's business enterprises, and labor surplus firms are used when possible. Sub agreements to small, minority and women-owned businesses, are collectively known as Disadvantaged Business Enterprises (DBEs).

Only work performed by certified DBEs can be counted toward the goals. Information on certification requirements and a list of certified DBEs is on the Iowa Economic Development website at <https://www.iowaeconomicdevelopment.com/tsb>

Prime contractors' DBE requirements include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION:

FEMA Applicant:	McCandless Intercounty Drainage District, Monona County, Iowa
Bidder:	
Address:	
Contact Person:	
Signature:	
Phone Number:	
E-Mail Address:	
Check if Prime Contractor is:	<input type="checkbox"/> Minority-Owned <input type="checkbox"/> Women-Owned

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities? Yes No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date. Yes No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process. Yes No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually? Yes No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors? Yes No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Economic Development Website.

Name of Business or Firm	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment.
2. Prime Contractor must notify the Owner in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of their knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Date

Name and Title of Contractor's Authorized Official

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal and _____, as Surety, are held and firmly bound unto McCandless Intercounty Drainage District of Monona County, as Owner, in the penal sum of _____ Dollars (\$ _____), or five percent (5%) of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the McCandless Intercounty Drainage District a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements:

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63

Work will include embankment in place, Class 10 channel excavation and leveling, culverts, mulching, seeding, and other related construction work including cleanup.

Work shall be completed by May 15, 2025.

The Surety 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 the 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 the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Monona County, State of Iowa. If legal action is required by the Owner against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Owner, the Surety or Principal agrees to pay the Owner all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Owner hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Owner, by law. The Owner may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Owner in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal

shall pay to the Owner the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 2024.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By _____
Signature Attorney-in-Fact/Officer

By _____
Signature

Name of Attorney-in-Fact/Officer

Name (Print/Type)

Company Name

Title

Company Address

Street Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

NOTE: All signatures on this Bid Bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2024, by and between the McCandless Intercounty Drainage District, Monona County, Iowa, hereinafter called the "Owner", and

hereinafter called the "Contractor".

That the Contractor, for and in consideration of _____ Dollars (\$_____) payable as set forth in the Notice to Bidders and specifications constituting a part of this contract, hereby agrees to construct, in accordance with the plans and specifications, entitled MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63, MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT, MONONA COUNTY, and in the amounts and locations designated on the plans, the said improvements and such other work as may be incidental thereto according to the Contract Attachment which is attached hereto.

WITNESSETH:

That the Contract Attachment: Bid Items, Quantities is based on estimated quantities and that final payment shall be made for the actual quantities of work completed which are covered by this contract.

That the specifications and plans as set forth in the Notice to Bidders are hereby made a part of and the basis of this agreement and a true copy of said plans and specifications is now on file in the office of the Engineer in Sergeant Bluff, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the provisions set out in the Notice to Bidders, the amount set forth in the bid, subject to the conditions as set forth in the specifications.

But it is mutually understood and agreed by the parties hereto, that the Notice to Bidders, Instruction to Bidders, Bid Form, the specifications for said improvements, the Contractor's Performance and Payment Bond and the general detailed plans, are a part of and constitute the basis of contract between the parties thereto.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices, which were proposed by the Contractor in its bid submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63

Work includes embankment in place, Class 10 channel excavation and leveling, culverts, mulching, seeding, and other related construction work including cleanup.

Work shall be completed by May 15, 2025.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

OWNER:

CONTRACTOR:

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone Number

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ -
____ Issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the
Iowa Code.

2. Out-of-State Contractors:

A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.

B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____ to me known, who being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed hereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My Commission Expires _____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, and _____, to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My Commission Expires _____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, and _____, to me personally known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My Commission Expires _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to be personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My Commission Expires _____

CONTRACT ATTACHMENT: BID ITEMS, QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing. All quantities are subject to revision by the Owner. Quantity changes which amount to twenty (20) percent or less of the amount bid shall not affect the unit bid price.

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63 – MCCANDLESS INTERCOUNTY DRAINAGE DISTRICT					
Item	Description	Unit	Estimated Quantity	Unit Price	Amount
BASE BID					
1	EMBANKMENT-IN-PLACE	CY	12,122		
2	EXCAVATION, CL 10, CHANNEL	CY	22,694		
3	CULVERT, CMP ENT, 24"	LF	350		
4	MOBILIZATION	LS	1		
5	LEVELING, CLASS 10, CHANNEL	CY	10,571		
TOTAL BASE BID					\$
ALTERNATE 1 BID					
6	MULCH	ACRE	9.8		
7	NATIVE GRASS SEEDING	ACRE	9.8		
TOTAL ALTERNATE 1 BID					\$
TOTAL BASE BID + ALTERNATE 1 BID					\$

SURETY BOND NO. _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL BY THESE PRESENTS:

That we, _____,
as Principal (hereinafter the "Contractor" or "Principal") and

_____,
as Surety are held and firmly bound unto McCandless Intercounty Drainage District of Monona County, as Obligee (hereinafter referred to as "the District"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the District, bearing date the _____ day of _____, 2024, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

MAIN DITCH CLEANOUT – STA. 919+25 TO 1093+63

Embankment in place, Class 10 channel excavation and leveling, culverts, mulch, seeding, and other related construction work including cleanup.

Work shall be completed by May 15, 2025.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

WHEREAS, the Contractor is required to promptly pay all claims for labor and materials furnished in the performance of the contract and also to save harmless the District from damage claims to person and property arising through the performance of the work; and

NOW THEREFORE, the conditions of this obligation are such that if the said Contractor shall perform all the work contemplated by the Contract in a workmanlike manner and in strict compliance with the plans and specifications, and will pay all claims for labor and materials used in connection with said improvement, and indemnify the District for all damages, costs and expenses incurred by the reason of damages to persons or property arising through the performance of said contract, and will reimburse the District for any outlay of money which it may be required to make in order to complete said improvement for the period specified in the contract where this bond is obligated for maintenance, and will faithfully comply with all the provisions of Section 468 of the Code of Iowa, and as later amended, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

All conditions of this bond must be fully complied with before the principal or his surety will be released.

The contract, contractor's proposal, and plans and specifications shall be considered as part of this bond just as fully as if their terms were repeated herein.

Witness our hands, in triplicate, this _____ day of _____, 2024.

PRINCIPAL:

SURETY:

Contractor

Surety Company

By _____
Signature

By _____
Signature Attorney-in-Fact Officer

Title

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this Performance and Payment Bond must be original signatures in ink; copies, facsimile or electronic signatures will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
mm/dd/yyyy

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 Insurance Company Insurance Company's Address City, State Zip Code		CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: _____																						
INSURED Contractor's Name Contractor's Address City, State Zip Code		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>INSURER NAME</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>INSURANCE COMPANY NAME</td> <td>XXXX</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td>XXXX</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER	INSURER NAME	NAIC #	INSURER A:	INSURANCE COMPANY NAME	XXXX	INSURER B:		XXXX	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER	INSURER NAME	NAIC #																						
INSURER A:	INSURANCE COMPANY NAME	XXXX																						
INSURER B:		XXXX																						
INSURER C:																								
INSURER D:																								
INSURER E:																								
INSURER F:																								

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	X	X	Policy Number	MM/DD/YY	01/01/23	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	Policy Number	MM/DD/YY	MM/DD/YY	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	Policy Number	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	MM/DD/YY	MM/DD/YY	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D							

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

Additional Insured (CGL, Auto, Umb): McCandless Intercounty Drainage District and Veenstra & Kimm, Inc. Engineer, as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

McCandless Intercounty Drainage District 610 Iowa Avenue Onawa, Iowa 51040 USA	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
---	---

DESIGNER INFORMATION

Refer to DR-104 for minimum and maximum allowable cover (H) for the particular kind of pipe culvert.

- ① The backfill adjacent to and above the pipe culvert may be placed in conjunction with normal embankment construction. Thoroughly tamp the embankment within the limits shown.
- ② Take extra care to ensure complete and satisfactory tamping of backfill material in the area immediately adjacent to the lower portion of pipe.
- ③ Carefully shape excavation below groundline either using a template conforming to actual dimension and shape of the pipe or using other means. If using other means, check with a template conforming to the actual dimension and shape of the pipe.
- ④ For culverts backfilled by flooding, place a cohesive soil plug at the inlet, outlet, and, when necessary, sides, prior to flooding.
- ⑤ 4-inch Porous Backfill bedding, 2-inch Floodable Backfill bedding may be used under unsealed rigid pipe.
- ⑥ Extend Porous Backfill through the outlet end soil plug when used for bedding.
- ⑦ Quantity calculations are based upon a 1:1 slope and minimum trench dimension. Actual slope of trench may vary based upon Contractor's operations.
- ⑧ Ground Line at time of pipe installation. When existing ground exceeds 5 feet depth over pipe, backfill and compaction by flooding is not required more than 5 feet above the pipe.
- ⑨ Where a corrugated metal pipe culvert requiring elongation is to be installed (to counteract deformation caused by backfill), complete elongation using a means approved by the Engineer. Elongation may be developed either as part of shop fabrication or field installation. Install with elongated axis vertical.

Possible Contract Items:
 Flowable Mortar
 Flooded Backfill
 Excavation, Class 20

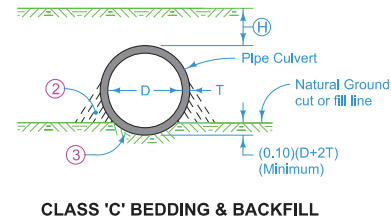
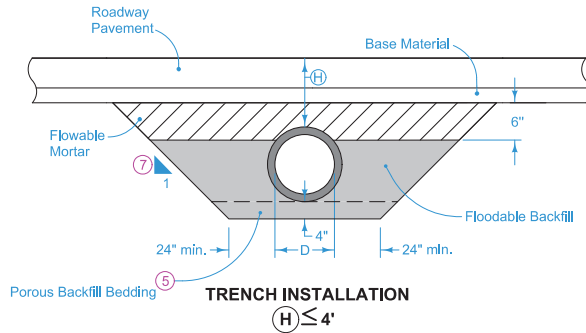
Possible Tabulations:
 104-3
 104-4

 STANDARD ROAD PLAN	REVISION
	2 04-18-17
	DR-101
SHEET 1 of 1	

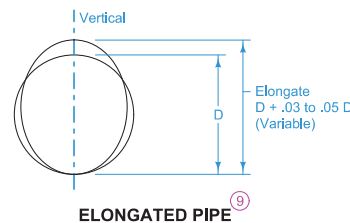
REVISIONS: Changed "Porous Backfill" to "Porous Backfill Bedding" for clarity. Modified trench installation detail for H>4' to clarify pay limits.

Steve Miller
 APPROVED BY DESIGN METHODS ENGINEER

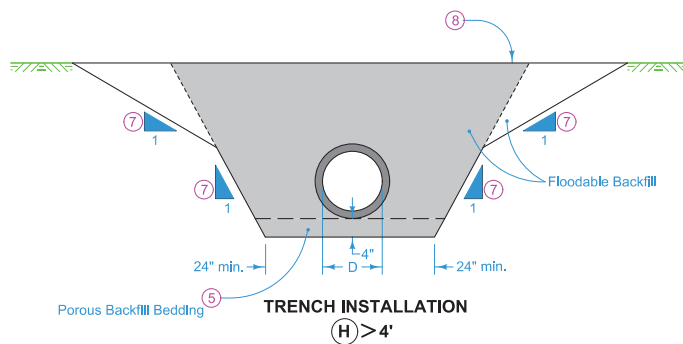
PIPE CULVERT (BEDDING AND BACKFILL)



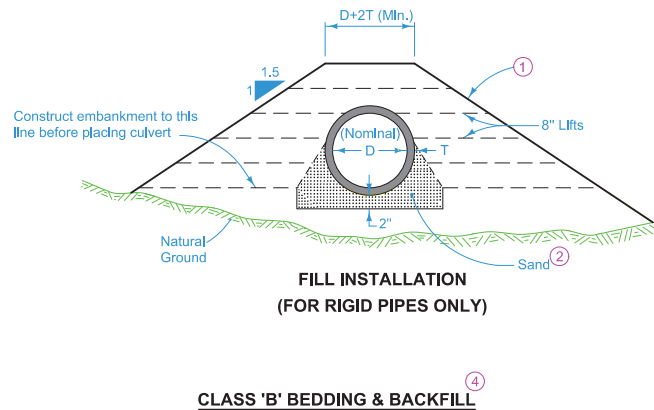
CLASS 'C' BEDDING & BACKFILL



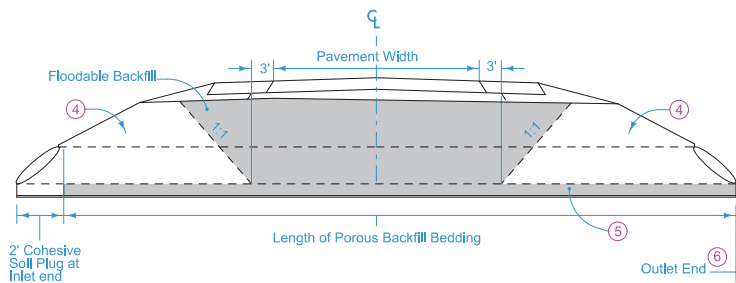
ELONGATED PIPE



TRENCH INSTALLATION
(H) > 4'

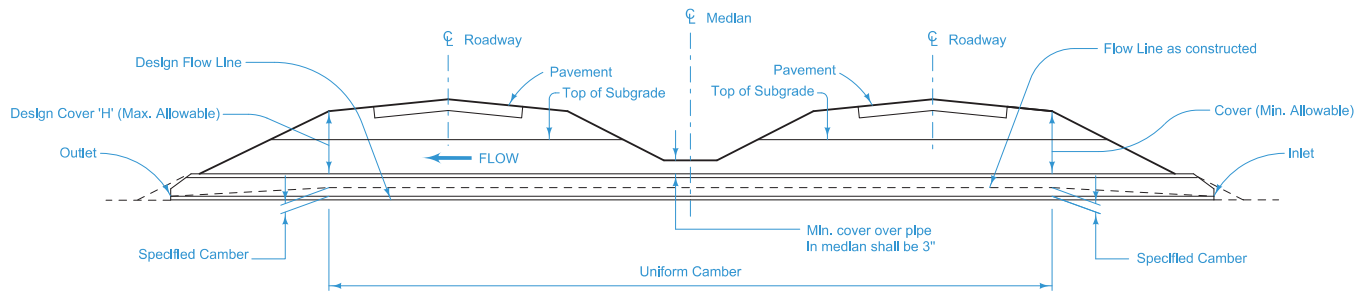


CLASS 'B' BEDDING & BACKFILL

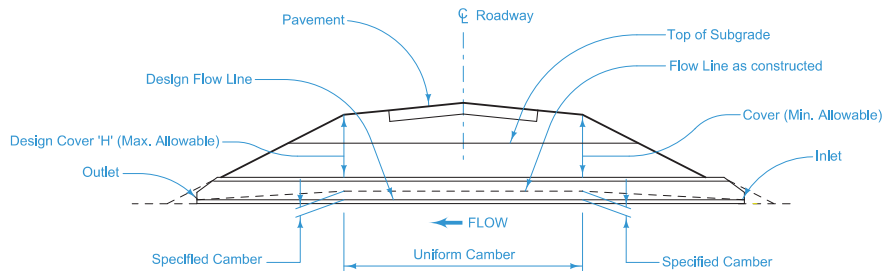


TYPICAL SECTION - SOIL PLUG

Denotes pay limits for flooded backfill



TYPICAL INSTALLATION DUAL ROADWAY



TYPICAL INSTALLATION SINGLE ROADWAY

Refer to DR-121 for pipe joint connection and wrapping.

Refer to DR-101 for culvert bedding and backfill.

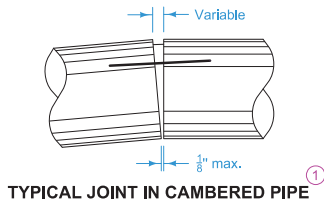
COVER

Refer to DR-104 for minimum and maximum allowable cover for the particular kind of culvert.

CAMBER

Camber is the dimension line between inlet and outlet elevation. Some settlement of the structure is usually anticipated, resulting in the design flow line between inlet and outlet. Camber is developed uniformly from inlet and outlet to a point beneath the outside shoulder lines of the roadway and is uniform between those points, as indicated. The Normal Camber indicated in the "Allowable Camber Tables" should be used unless specific camber values are indicated elsewhere in the plans.

- ① Camber for concrete pipe is created by placing pipe sections tight at the bottom of the joint with variable opening at top of joint. Camber for corrugated metal pipe to be done as directed by the Engineer.



TYPICAL JOINT IN CAMBERED PIPE ①

Design Cover 'H' (feet)	Normal Camber (feet)
5	0.08
10	0.17
15	0.25
20	0.33
25	0.42
30	0.50
35	0.58

Pipe Size 'D'	Maximum Camber (feet)
24"	1.1
30"	1.2
36"	1.3
42"	1.4
48"	1.5
60"	1.6
84"	1.7

ALLOWABLE CAMBER TABLES

	REVISION
	New 04-21-15
STANDARD ROAD PLAN	DR-102
	SHEET 1 of 1
REVISIONS: New, Replaces RF-30B,	
APPROVED BY DESIGN METHODS ENGINEER	
PIPE CULVERT (COVER AND CAMBER)	

CONCRETE CULVERT PIPE CLASS "B" BEDDING				
DIAMETER OF PIPE 'D' Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET			
	1500D (Class II)	2000D (Class III)	3000D (Class IV)	3750D (Class V)
18	11	13	20	25
24	12	14	21	26
36	13	16	23	28
48	14	16	24	29
60	14	17	24	29
72	14	17	24	30
84	15	17	25	30
96	15	18	25	31
108	15	18	26	32

CONCRETE CULVERT PIPE CLASS "C" BEDDING				
DIAMETER OF PIPE 'D' Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET			
	1500D (Class II)	2000D (Class III)	3000D (Class IV)	3750D (Class V)
18	9	12	18	22
24	10	13	19	23
36	11	14	20	24
48	11	15	21	25
60	12	15	21	26
72	12	16	22	26
84	13	16	22	27
96	13	16	23	27
108	13	17	23	28

CONCRETE CULVERT PIPE

DESIGN CRITERIA FOR CONCRETE PIPE

The height of cover tables have been prepared from data in the "Concrete Pipe Design Manual" published by the American Concrete Pipe Association using the values listed below.

FOR EMBANKMENT CONDITIONS

- Fill Material Density = $w = 120$ lbs. per cu. ft.
- Settlement Ratio = $rsd = +0.5$
- * = $ku = 0.13$
- Projection Ratio = $p = 0.9$ (Class "C" bedding)
- = $p = 0.7$ (Class "B" bedding)
- Factor of Safety = $F.S. = 1.33$ on Ultimate Strength

* Using a ratio of lateral to vertical earth pressure (k) of 0.37 (saturated yellow clay) and a coefficient of internal friction (u) of 0.34.

The values shown for concrete pipe were calculated for concrete pipe placed under embankment conditions. These values do not apply to design and installation of sanitary sewer except where sanitary sewer would be placed under embankment conditions.

When unclassified pipe is specified, furnish and install a class of pipe meeting the requirements on the chart.

For Steel Round Pipe, the Contractor may choose the type of corrugated pipe and installation to furnish as long as the selection conforms to the limits indicated for the type specified.

When furnishing Steel Arch Pipe, furnish pipe with corrugations as specified in plans.

Minimum allowable cover for concrete and metal pipe is 2 feet for roadway culverts and 1 foot for entrance culverts.

Maximum cover for all sizes and installations of concrete arch pipe is 12 feet.



For all sizes and installations of polyethylene pipe:
 minimum cover = 2 feet
 maximum cover = 24 feet for 12 to 24 inch pipes
 20 feet for 30 to 48 inch pipes

Where a pipe size not listed in the table is required, the 'H' indicated for the next smaller size will apply.

Special installations may be designed to exceed indicated maximum allowable cover by specific modification of one or more of the following conditions:

1. Bedding Class
2. Pipe Strength (including special design pipe)
3. Type of backfill or cover material
4. Compaction requirements for backfill or cover material
5. Controlled trench width

Where site conditions favor such modifications, significant economy may result from special design installations and these should be considered. Special designs will specify particular modification of construction requirements or design criteria as applicable. Necessary modifications of normal requirements will not ordinarily be paid for separately but will be included in the price bid for culvert pipe.



 STANDARD ROAD PLAN	REVISION	
	1	04-19-16
DR-104		SHEET 1 of 3
REVISIONS: Added general note regarding maximum cover on concrete arch pipes.		
 APPROVED BY DESIGN METHODS ENGINEER		
DEPTH OF COVER TABLES FOR CONCRETE AND CORRUGATED PIPE		

STEEL ROUND PIPE 2 2/3" x 1/2" CORRUGATIONS													
DIAMETER OF PIPE 'D' Inches	MINIMUM COVER ABOVE PIPE Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET											
		16 GAGE (0.064")		14 GAGE (0.079")		12 GAGE (0.109")		10 GAGE (0.138")		8 GAGE (0.168")			
		Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated
12	12	70	-	76	-	-	-	-	-	-	-	-	-
15	12	56	-	61	-	-	-	-	-	-	-	-	-
18	12	40	-	48	-	64	-	-	-	-	-	-	-
24	12	23	-	26	-	33	-	-	-	-	-	-	-
30	12	-	-	18	30	22	43	25	51	-	-	-	-
36	12	-	-	15	25	17	33	19	38	-	-	-	-
42	12	-	-	-	-	14	28	16	31	17	34	-	-
48	12	-	-	-	-	13	25	14	27	15	29	-	-
54	18	-	-	-	-	12	24	13	25	13	26	-	-
60	18	-	-	-	-	-	-	12	23	12	25	-	-
66	18	-	-	-	-	-	-	11	22	12	23	-	-
72	18	-	-	-	-	-	-	11	17	11	21	-	-
78	24	-	-	-	-	-	-	-	-	11	17	-	-
84	24	-	-	-	-	-	-	-	-	11	13	-	-

STEEL ROUND PIPE 3" X 1" and 5" X 1" CORRUGATIONS													
DIAMETER OF PIPE 'D' Inches	MINIMUM COVER ABOVE PIPE Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET											
		16 GAGE (0.064")		14 GAGE (0.079")		12 GAGE (0.109")		10 GAGE (0.138")		8 GAGE (0.168")			
		Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated
36	12	27	40	31	50	40	74	-	-	-	-	-	-
42	12	21	34	23	42	29	58	-	-	-	-	-	-
48	12	17	30	19	37	23	46	-	-	-	-	-	-
54	12	15	27	16	32	19	38	-	-	-	-	-	-
60	12	13	24	15	29	16	33	-	-	-	-	-	-
66	12	13	22	13	27	15	30	-	-	-	-	-	-
72	12	12	20	12	25	14	27	-	-	-	-	-	-
78	12	12	18	12	23	13	26	-	-	-	-	-	-
84	12	-	-	12	21	12	24	13	26	-	-	-	-
90	12	-	-	-	-	12	24	12	35	13	26	-	-
96	12	-	-	-	-	11	23	12	24	12	25	-	-
102	24	-	-	-	-	-	-	12	23	12	24	-	-
108	24	-	-	-	-	-	-	-	-	-	12	23	-
114	24	-	-	-	-	-	-	-	-	11	23	-	-
120	24	-	-	-	-	-	-	-	-	11	20	-	-

STRUCTURAL STEEL ROUND PIPE

STRUCTURAL STEEL ROUND PIPE 6" X 2" CORRUGATIONS															
DIAMETER OF PIPE 'D' Inches	MINIMUM COVER ABOVE PIPE Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET													
		12 GAGE (0.109")		10 GAGE (0.138")		8 GAGE (0.168")		7 GAGE (0.187")		5 GAGE (0.218")		3 GAGE (0.250")		1 GAGE (0.281")	
		Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated	Round	Elongated
60	12	35	35	43	52	51	67	-	-	-	-	-	-	-	-
66	12	29	32	35	45	41	61	-	-	-	-	-	-	-	-
72	12	25	29	29	43	34	56	-	-	-	-	-	-	-	-
78	12	22	27	25	40	29	52	31	60	-	-	-	-	-	-
84	12	19	25	22	37	25	48	27	53	-	-	-	-	-	-
90	12	18	23	20	34	22	44	23	47	-	-	-	-	-	-
96	12	16	22	18	32	20	40	21	42	-	-	-	-	-	-
102	24	15	21	17	30	18	36	19	38	-	-	-	-	-	-
108	24	14	19	16	29	17	34	18	36	-	-	-	-	-	-
114	24	14	18	15	27	16	32	17	33	18	36	-	-	-	-
120	24	13	18	14	26	15	30	16	31	17	33	-	-	-	-
126	24	13	-	13	25	14	29	15	30	16	31	-	-	-	-
132	24	12	-	13	24	14	27	14	28	15	30	-	-	-	-
138	24	12	-	13	23	13	26	14	27	14	29	-	-	-	-
144	24	12	-	12	22	13	26	13	26	14	27	-	-	-	-
150	24	12	-	12	21	12	25	13	26	13	27	14	28	-	-
156	24	11	-	12	20	12	24	12	25	13	26	13	27	-	-
162	24	11	-	12	19	12	24	12	24	13	25	13	26	13	27
168	24	11	-	11	19	12	23	12	24	12	25	13	25	13	26
174	24	11	-	11	18	12	23	12	23	12	24	12	25	13	25
180	24	11	-	11	17	11	23	11	23	12	24	12	24	12	25

 STANDARD ROAD PLAN	REVISION	
	1	04-19-16
DR-104		SHEET 2 of 3
REVISIONS: Added general note regarding maximum cover on concrete arch pipes.		
 APPROVED BY DESIGN METHODS ENGINEER		
DEPTH OF COVER TABLES FOR CONCRETE AND CORRUGATED PIPE		



STEEL ARCH PIPE 2 2/3" X 1/2" CORRUGATIONS								
SPAN	RISE	R _c ^①	MINIMUM COVER ABOVE PIPE Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET				
				16 GA. (0.064")	14 GA. (0.079")	12 GA. (0.109")	10 GA. (0.138")	8 GA. (0.168")
Inches	Inches	Inches	Inches					
17	13	3.5	18	6	6	-	-	-
21	15	4.125	18	6	6	-	-	-
24	18	4.875	18	5	5	-	-	-
28	20	5.5	18	5	5	-	-	-
35	24	6.875	18	5	5	-	-	-
42	29	8.25	18	4	4	-	-	-
49	33	9.625	18	-	-	4	4	4
57	38	11.0	18	-	-	4	4	4
64	43	12.375	18	-	-	4	4	4
71	47	13.75	18	-	-	-	4	4
77	52	15.125	18	-	-	-	-	4
83	57	16.5	18	-	-	-	-	4

STEEL ARCH PIPE 3" X 1" and 5" X 1" CORRUGATIONS								
SPAN	RISE	R _c ^①	MINIMUM COVER ABOVE PIPE Inches	(H) MAX. ALLOWABLE COVER IN FT.				
				16 GA. (0.064")	14 GA. (0.079")	12 GA. (0.109")	10 GA. (0.138")	
Inches	Inches	Inches	Inches					
60	46	18.75	18	6	6	-	-	-
66	51	20.75	18	6	6	-	-	-
73	55	22.875	18	8	8	-	-	-
81	59	20.875	18	-	7	7	-	-
87	63	22.625	18	-	7	7	-	-
95	67	24.375	18	-	6	6	-	-
103	71	26.125	24	-	-	6	-	-
112	75	27.75	24	-	-	5	-	-
117	79	29.5	24	-	-	5	-	-
128	83	31.25	24	-	-	-	-	5

① Corner Radius, R_c, changes from 18 inches to 31 inches for the 6 in. x 2 in. corrugation.

STRUCTURAL STEEL ARCH PIPE 6" X 2" CORRUGATIONS							
SPAN	RISE	R _c ^①	MINIMUM COVER ABOVE PIPE Inches	(H) MAXIMUM ALLOWABLE COVER IN FEET			
				12 GA. (0.109")	10 GA. (0.138")	8 GA. (0.168")	7 GA. (0.187")
Inches	Inches	Inches	Inches				
73	55	18	18	8	-	-	-
84	61	18	18	7	-	-	-
95	67	18	18	6	-	-	-
106	73	18	24	6	-	-	-
117	79	18	24	5	-	-	-
131	85	18	24	5	-	-	-
142	91	18	24	4	-	-	-
154	100	18	24	4	-	-	-
159	112	31	24	6	-	-	-
170	118	31	24	6	-	-	-
184	124	31	24	-	6	-	-
195	130	31	36	-	5	-	-
206	136	31	36	-	5	-	-
217	142	31	36	-	-	5	-
231	148	31	36	-	-	4	-
239	154	31	36	-	-	4	-
247	158	31	36	-	-	-	4

STEEL ARCH PIPE

	REVISION	
	1	04-19-16
STANDARD ROAD PLAN	DR-104	
	SHEET 3 of 3	
REVISIONS: Added general note regarding maximum cover on concrete arch pipes.		
 APPROVED BY DESIGN METHODS ENGINEER		
DEPTH OF COVER TABLES FOR CONCRETE AND CORRUGATED PIPE		

