

**PROJECT MANUAL
FOR
MOTOR MILL FOUNDATION STABILIZATION**

OWNER:

Clayton County Conservation
29862 Osborne Rd
Elkader, IA 52043

ARCHITECT/ENGINEER:

Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

BIDS DUE:

April 7, 2025
2:00 PM
Clayton County Conservation
29862 Osborne Rd
Elkader, IA 52043

PREBID MEETING:

April 3, 2025
11:00 AM
Motor Mill Historic Site
28518 Galaxy Rd
Elkader, IA 52043

PLEASE NOTE:

Attendance of the pre-bid meeting by prospective contractors is highly encouraged. The proposed project is unique in nature and can likely only be fully understood by seeing the project site in person. If you are not able to attend, please reach out to Jenna Pollock to schedule a time to review at another time. Contact information is below.

jpollock@claytoncountyia.gov

563.245.1516

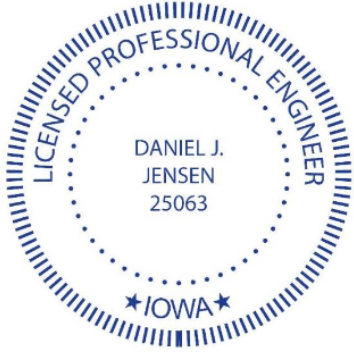
ISSUED:

March 17, 2025

END OF SECTION

SECTION 00 0105
CERTIFICATIONS PAGE

STATE OF IOWA

	<p>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.</p> <p><i>Dan Jensen</i> _____ 03/14/2025 Signature Date</p> <p>Printed or typed name: Dan J. Jensen, P.E. License Number: 25063 My license renewal date is: 12-31-2025</p> <p>Pages, Sheets, or Divisions covered by this Seal: Project Manual</p>
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END OF SECTION

**SECTION 00 0110
TABLE OF CONTENTS**

00 0101	Project Manual Title Page
00 0105	Certification Page
00 0110	Table of Contents

BIDDING DOCUMENTS, CONTRACT FORMS, AND CONDITIONS OF THE CONTRACT

00 1113	Notice to Bidders
00 1115	Notice of Public Hearing
00 2113	Instructions to Bidders
00 4100	Proposal Form
00 4313	Bid Bond
00 5200	Contract
00 6113	Performance and Payment Bond
00 7200	General Conditions

SPECIFICATIONS: IDOT DIVISION 11: GENERAL REQUIREMENTS AND COVENANTS

Included by reference and available at the provided link below.

<https://iowadot.gov/erl/current/GS/navigation/nav11.htm>

Section 1101	Definitions.
Section 110	Proposal Requirements and Conditions.
Section 1103	Approval for Award and Award of Contract.
Section 1104	Scope of Work.
Section 1105	Control of Work.
Section 1106	Control of Materials.
Section 1107	Legal Relations and Responsibility to the Public.
Section 1108	Prosecution and Progress.
Section 1109	Measurement and Payment and Metric Conversion.
Section 1110	Progress Scheduling.
Section 1111	Incentive/Disincentive for Early Completion.
Section 1112	A + B Bidding.
Section 1113	Electronic Document Storage

PLAN SHEETS

MOTOR MILL FOUNDATION STABILZIATION

G000	Cover Sheet
S000	Photos
S100	Foundation Plan and Details

END OF SECTION

**SECTION 00 1113
NOTICE TO BIDDERS**

PROJECT: Motor Mill Foundation Stabilization
Clayton County, Iowa

BIDS DUE: April 7, 2025
2:00 P.M.
Clayton County Conservation
29862 Osborne Rd
Elkader, IA 52043

BID TO: Clayton County Conservation (Hereinafter referred to as "Owner")

PREBID MEETING April 3rd: 11:00 A.M.
Motor Mill Historic Site
28518 Galaxy Rd
Elkader, IA 52043

TO POTENTIAL BIDDERS:

Sealed bids for the work comprising improvements as stated below must be filed by 2:00 P.M. according to the clock in the office of Clayton County Conservation on April 7, 2025, 29862 Osborne Rd Elkader, IA 52043. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed bids will be opened publicly and bids tabulated at 2:00 P.M. on April 7, 2025 at Clayton County Conservation for consideration by the Clayton County Conservation Board of Trustees at its meeting on April 8, 2025, or at such later time and place as may then be fixed.

A non-mandatory prebid meeting will be held at 11:00 A.M. on Thursday, April 3, 2025 at the Motor Mill Historic Site to review the project and address any bidding questions.

Attendance of the pre-bid meeting by prospective contractors is highly encouraged. The proposed project is unique in nature and can likely only be fully understood by seeing the project site in person. If you are not able to attend, please reach out to Jenna Pollock to schedule a time to review at another time. Contact information Jenna at jpollock@claytoncountyiowa.gov or 563.245.1516

General Nature of Improvement

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

Copies of the contract documents are on file with the Clayton County Conservation for examination by bidders and are available from Shive-Hattery, Inc., 4125 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, phone (515) 223-8104. Contact Dan Jensen to obtain an electronic copy of the bid documents and to be placed on the planholders list: djensen@shive-hattery.com. In order to ensure receipt of any project addenda, bidders should ensure they are placed on the planholders list.

Each bidder shall accompany its bid with bid security, as security that the successful bidder will enter into a contract for the work bid upon and will furnish, after the award of contract, a corporate surety bond in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bid security must be in the minimum amount of 5% of the total bid. Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to Clayton County Conservation "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

The Clayton County Conservation reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Questions regarding the project should be received in writing by 5:00 P.M. on April 3, 2025 and should be addressed to: Dan Jensen, Shive-Hattery, Inc., 4125 Westown Parkway, Suite 100, West Des Moines, IA 50266 or by email to: djensen@shive-hattery.com.

Bidders should visit the site to become familiar with the nature and extent of work to be performed and local conditions that may affect the work. Coordinate visits with Jenna Pollock by phone at (563) 880-1457 or by email at jpollock@claytoncountyyia.gov.

Work shall be substantially completed by June 15, 2025 and must commence as soon as possible. It is understood that river levels are out of the contractor's control and spring flooding and rain events may impact the project schedule. However, work shall begin as soon as river levels allow after contract execution and reasonable effort must be exercised to complete the project quickly.

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, to the extent lawfully required under Iowa statutes.

END OF SECTION

**SECTION 00 1115
NOTICE OF PUBLIC HEARING**

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held by the Clayton County Conservation Board of Trustees to consider the proposed contract documents (plans, specifications, and form of contract), estimated costs, and bids received for the Motor Mill Foundation Stabilization project at its meeting at Osborne Visitor Welcome Center, 29862 Osborne Rd, Elkader, IA 52043 at 2:00 P.M. on April 8, 2025 or at such later time and place as may then be fixed. Any resident or property owner in Clayton County may appear and file comments or objections to the proposed plans, specifications, form of contract, or cost of such improvement.

General Nature of Improvement

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

Work shall be substantially completed by June 15, 2025.

The location of the project is in Clayton County, Iowa, in close vicinity to Elkader, IA, as shown on the drawings.

Proposed drawings, specifications, and form of contract may be examined at the office of Shive-Hattery, Inc., 4125 Westown Parkway, Suite 100, West Des Moines, IA 50266.

Published by order of the Clayton County Conservation, Clayton County, Iowa

To be published in the Times-Register on March 26, 2025.

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

PROJECT: Motor Mill Foundation Stabilization

BIDS DUE: March 7, 2025
2:00 P.M.

The work comprising the above referenced project shall be constructed in accordance with the contract documents and the 2023 Iowa DOT Division 11, General Requirements and Covenants. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 11, General Requirements and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to Clayton County Conservation. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

A. The proposal shall be sealed in an opaque envelope, properly identified as the Proposal with the project title and the name and address of the bidder and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate opaque envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

B. Each envelope shall bear the return address of the bidder and shall be addressed as follows:

TO: Clayton County Conservation
ADDRESS: c/o Shive-Hattery, Inc.
4125 Westown Parkway, Suite 100
West Des Moines, IA 50266

a. If the Bid, the bid security, and any other documents required to be submitted with the Bid are sent by mail, the sealed envelopes shall be enclosed in a separate mail envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

C. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgement of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part G – Identity of the Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorization to Transact Business from the Labor Commissioner is included on the following page and can be used to assist Bidders in completing the Bidder Status Form.

WORKSHEET: AUTHORIZATION TO TRANACT 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.

END OF SECTION

**SECTION 00 4100
PROPOSAL FORM**

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL: PART A – SCOPE

The Clayton County Conservation, Clayton County, Iowa, hereinafter called the "Jurisdiction," has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of Shive-Hattery, Inc., 4125 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, for the following described improvements:

PROJECT DESCRIPTION:

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

PROPOSAL: PART B – ACKNOWLEDGEMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder for the total bid for the Motor Mill Foundation Stabilization project.
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to substantially complete the project no later than June 15, 2025.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

Item 1 – Insured Endorsements

Add Clayton County Conservation and Shive-Hattery, Inc. as additional insured endorsements as specified in Division 11, Section 1107 - Legal Relations and Responsibility to the Public.

Item 2 – Sales Tax

Clayton County Conservation will issue special exemption certificates to contractors and subcontractors allowing the purchase, or withdrawal from inventory, of materials for the contract free from sales tax pursuant to Iowa Code Sections 423.3(80)(b)(d) and 423.45.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

Individual,
Sole Proprietorship

Bidder

Partnership

Signature

Corporation

By _____
Name (Print/Type)

Limited Liability Company

Title

Joint-venture: all parties must join-in and
execute all documents

Street Address

Other

City, State, ZIP Code

The Bidder shall enter its Public Registration
Number _____ - _____ issued
By the Iowa Commissioner of Labor Pursuant
Section 91C.5 of the Iowa Code.

Telephone

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above**

Name

Failure to provide said Registration Number
shall result in the bid being read under
advisement. A contract will not be executed
until the Contractor is registered.

Title

**NOTE: The signature on this proposal must be an original signature in ink; copies,
facsimiles, or electronic signatures will not be accepted.**

All bidders must submit the following completed form to the governmental body requesting bids per
875 Iowa Administrative Code Chapter 156.

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 in Section 00 2113)
- 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 non-resident 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: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

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 bidders who are residents? 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: _____

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

LEGAL NAME OF BIDDER: _____

This is a UNIT PRICE CONTRACT. The Bidder must provide all Unit Prices. In case of discrepancy, the Unit Bid Price governs. The total of the extended Unit Prices for the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the base bid plus all add-alternates shall be used for determining the sufficiency of the bid security.

All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

CLAYTON COUNTY CONSERVATION
MOTOR MILL FOUNDATION STABILIZATION

<i>ITEM</i>	<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>BID QUANTITY</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1	FLOWABLE MORTAR AND FORMS	EA	1	\$	\$
2	MORTAR REPOINTING	FT	500	\$	\$
3	STONE REPAIR	SQ-FT	25	\$	\$
TOTAL					\$

BID TOTAL: _____ **DOLLARS**

END OF SECTION

**SECTION 00 4313
BID BOND**

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto Clayton County Conservation, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$_____), or _____ percent 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 Jurisdiction 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;

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

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 Jurisdiction 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 Clayton County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights,

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

powers and remedies given to the Jurisdiction, by law. The Jurisdiction 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 Jurisdiction 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 Jurisdiction 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 _____, 20_____.

SURETY:

PRINCIPAL:

Surety Company

By _____
Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Bidder

By _____
Signature

Printed Name

Title

Address

City, State, Zip Code

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.

END OF SECTION

**SECTION 00 5200
CONTRACT**

THIS CONTRACT, made and entered into at Clayton County, Iowa this ____ day of _____, 20____, by and between the Clayton County Conservation by its Board President, upon order of its Board, hereinafter called the "Jurisdiction," and _____ hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Shive-Hattery, Inc. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the Iowa DOT Standard Specifications, 2023 Edition as modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

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 - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ XXXXXXXXXXXXXXXXXXXXXXXX _____ Dollars and XX/100ths (\$ _____) which amount shall constitute the required amount of the performance and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to substantially complete the project by June 15, 2025.

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

Clayton County Conservation

CONTRACTOR

By _____
Jenna Pollock, Executive Director

Contractor

ATTEST:

By _____
Signature

Title

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ 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.

FOR REFERENCE ONLY

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

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 thereto 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 _____, 20 ____

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 _____ 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 _____, 20 ____

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 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 _____, 20____

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 me 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 _____, 20____

CONTRACT ATTACHMENT: ITEM 1 – GENERAL

Item 1 – Insured Endorsements

Add Clayton County Conservation and Shive-Hattery, Inc. as additional insured endorsements as specified in Division 11, Section 1107 - Legal Relations and Responsibility to the Public.

Item 2 – Sales Tax

Clayton County Conservation will issue special exemption certificates to contractors and subcontractors allowing the purchase, or withdrawal from inventory, of materials for the contract free from sales tax pursuant to Iowa Code Sections 423.3(80)(b)(d) and 423.45.

CONTRACT ATTACHMENT: ITEM 2 – BID ITEMS

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 Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

CLAYTON COUNTY CONSERVATION
MOTOR MILL FOUNDATION STABILIZATION

<i>ITEM</i>	<i>ITEM DESCRIPTION</i>	<i>UNIT</i>	<i>BID QUANTITY</i>	<i>UNIT PRICE</i>	<i>EXTENDED PRICE</i>
1	FLOWABLE MORTAR AND FORMS	EA	1	\$	\$
2	MORTAR REPOINTING	FT	500	\$	\$
3	STONE REPAIR	SQ-FT	25	\$	\$
TOTAL					\$

TOTAL CONTRACT AMOUNT – INCLUDES ALL WORK/MATERIALS AND LABOR:

XXXXXXXXXXXXXXXXXXXXX Dollars and XX /100ths (\$ XXXXXXX)

END OF SECTION

FOR REFERENCE ONLY

**SECTION 00 6113
PERFORMANCE AND PAYMENT BOND**

SURETY BOND NO. _____

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the Clayton County Conservation, as Obligee (hereinafter referred to as "the Jurisdiction"), 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 Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements 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:

Motor Mill Foundation Stabilization
Clayton County, Iowa
Project No. 2240017150

The Historic Motor Mill is located adjacent to the Turkey River near Elkader, Iowa and was constructed in the 1860s. The mill is listed on the National Register of Historic Places. Structural columns for the mill bear on weathered limestone within the mill basement. Over time, weathered limestone bedrock has eroded due to frequent river flooding and is in need of repair. The proposed repairs include access to the basement, formwork, and flowable mortar encasement for two columns as shown on the plans. Care will be required to preserve all mill elements outside of the repair areas. In addition, some minor mortar repointing and stone repairs are included in the project. The exact quantity of mortar

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

repointing and stone repair will depend on unit pricing provided for the contractor and will be completed only in areas as directed by the owner or the owner's representative.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. **GENERAL:** Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than two years after the acceptance of the work under the Contract the right to sue on this Bond.

- E. That as used herein, the phrase “all outlay and expense” is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, “all outlay and expense” would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys’ fees (including overhead expenses of the Jurisdiction’s staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor’s failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any “outlay and expense” in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety’s obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Clayton County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

**Clayton County Conservation
Motor Mill Foundation Stabilization
Project #2240017150**

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

PRINCIPAL:

Contractor

By _____
Signature

Title

SURETY:

Surety Company

By _____
Signature Attorney-in-Fact Officer

Printed Name of Attorney-in-Fact Officer

FORM APPROVED BY:

Attorney for Jurisdiction

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

- NOTE:**
1. All signatures on this performance and payment bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
 2. This bond must be sealed with the Surety's raised, embossing seal.
 3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
 4. 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.

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

The Iowa Department of Transportation 2023 Edition Division 11 “General Requirements and Covenants” is the General Conditions between the Owner and the Contractor and is hereby made a part of these documents to the same extent as if bound herein. The document is available as follows:

Iowa Department of Transportation
800 Lincoln Way, Ames, IA 50010
515-239-1742

<https://iowadot.gov/erl/current/GS/Navigation/nav.htm>

END OF SECTION