



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

105 South 6th Street  
Estherville IA 51334  
Phone (712) 362-2647  
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**2022**  
**DRAINAGE DISTRICT NO. 37**  
**TREE CLEARING**  
**CLAY COUNTY, IOWA**  
**JWA PROJECT NO: E22021**

**OWNER: Drainage District No. 37**

Drainage District No. 37 Trustees:  
Allen McGranahan, Chair  
Bill Gerdeman  
Rodney Dillard

**BID DATE: Thursday, September 29, 2022 @ 10:00am**  
**COMPLETION DATE: June 1, 2024**



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.

*Collin Klingbeil*

Date *9/1/22*

Collin J. Klingbeil, P.E.

License number 24741

My license renewal date is December 31, 2023

Pages or sheets covered by this seal:

*All*

**ENGINEER'S COPY**

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NOTICE TO BIDDERS

Public notice is hereby given that the Drainage District No. 37 Board of Trustees will meet at the Board Room of the Clay County Administration Building, Spencer, Iowa, on **Thursday, September 29, 2022 at 10:00am** at which time said Board proposes to adopt plans, specifications and form of contract and to receive bids for the **2022 DRAINAGE DISTRICT NO. 37, TREE CLEARING**, Clay County, Iowa, and to enter into the contract for the construction of said improvements. Proposals will be acted upon by the Board at a meeting to be held on the day and hour above specified or such later time and date as may then be specified.

The work involved in the **2022 DRAINAGE DISTRICT NO. 37, TREE CLEARING**, consists generally of tree clearing of 18,360 units for the Base Bid and 46,143 units for the Bid Alternate, and construction of 2 access lanes together with related subsidiary and incidental work in Drainage District No. 37.

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

Each proposal shall have been sealed in an envelope and marked "Proposal for 2022 Drainage District No. 37, Tree Clearing, Clay County, Iowa." Each bid must be accompanied in a separate envelope by a bid bond, cash or certified check in an amount equal to five percent (5%) of the total bid, drawn on and certified by an Iowa Bank, made payable to the Clay County Auditor, 300 West 4<sup>th</sup> St, Suite #4, Spencer, IA 51301, as security that the bidder will furnish the required bonds, and enter into a contract within 15 days after the award of the contract to them.

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

## NOTICE TO BIDDERS

SEC. 0030

All work shall be completed by June 1, 2024. If the Contractor fails to complete the work within the specified time, he shall forfeit to the Board \$100.00 for each calendar day after this date that the work is incomplete.

Payments shall be made in cash on monthly estimates of work and material delivered and completed during the preceding month. Payment for materials will only be made for materials authorized for delivery by the Owner or Engineer. The Board shall pay the Contractor 90 percent of the monthly estimate for the installation contract and 100% for the material contract. Final payment shall be made to the Contractor as set forth in the contract documents and as provided for in Chapter 455 of the Code of Iowa as amended.

Plans and specifications may be downloaded free of charge from [www.QUESTCDN.COM](http://www.QUESTCDN.COM) – eBidDoc#8258120.

Published upon order by the Board of Trustees for Drainage District No.37, Clay County, Iowa.

DRAINAGE DISTRICT NO. 37 BOARD OF TRUSTEES

END OF SECTION



**1.1 DEFINED TERMS**

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

**1.2 COPIES OF BIDDING DOCUMENTS**

- A. Complete sets of the plans and specifications may be downloaded free of charge from [www.QUESTCDN.COM](http://www.QUESTCDN.COM) #8258120. A paper copy is available for a \$100 plan deposit.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**1.3 EXAMINATION OF CONTRACT DOCUMENTS AND SITE**

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

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

#### 1.4 PRE BID MEETING

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

#### 1.5 INTERPRETATIONS

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

#### 1.6 BID SECURITY

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

#### 1.7 CONTRACT TIME

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



**1.8 LIQUIDATED DAMAGES**

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

**1.9 SUBSTITUTE MATERIAL AND EQUIPMENT**

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

**1.10 FEDERAL TAX I.D. NUMBER**

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

**1.11 LOCAL PREFERENCE**

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

**1.12 BID FORM**

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

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

**1.13 SUBMISSION OF BIDS**

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

**1.14 MODIFICATION AND WITHDRAWAL OF BIDS**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- B. Once Bids are being opened any unopened bids may not be withdrawn.

**1.15 OPENING OF BIDS**

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

**1.16 BIDS TO REMAIN OPEN**

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



**1.17 AWARD OF CONTRACT**

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

**1.18 PERFORMANCE AND OTHER BONDS**

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

**1.19 SIGNING OF AGREEMENT**

- A. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents including but not limited to Performance and Payment bond and insurance certificates. Within fifteen (15) days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with all other Contract Documents attached.
- B. If the bidder fails to enter into such contract within the period specified, the bid security deposited by the bidder shall be forfeited and shall become the property of the Owner.

**1.20 SALES AND USE TAXES**

- A. The County, as owner, will complete an online application to register this Contract with the Iowa

Department of Revenue and Finance if this option is available. The County will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who have been identified at or before filing the Performance Bond. These tax exemption certificates and authorization letters are applicable only for the specific project under this Contract.

- B. At or before the time the Performance Bond is filed, Contractor shall provide a listing to the County identifying all subcontractors. Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material a copy of the tax exemption certificate.
- C. The Owner has elected to file a tax exemption status online with the State of Iowa. The Bidder does not need to include Sales and Use Tax in their bid.

END OF SECTION

## THIS BID IS SUBMITTED TO:

Board of Trustees  
Drainage District No. 37  
Clay County Administration Building  
Spencer, IA 51301

## PROJECT:

Drainage District No. 37,  
Tree Clearing  
Clay County, Iowa  
JWA PROJECT: E22021

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain open for thirty days after the day of Bid opening. BIDDER will sign the Agreement and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - a. BIDDER has examined copies of all the Contract Documents and of the following Addenda:  
Identify by Date & Number Sept 1st, 2022 #1  
(receipt of all of which is hereby acknowledged) and also copies of the Advertisement or Notice to Contractors and the Instructions to Bidders;
  - b. BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;
  - c. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER
4. BIDDER agrees that the Work will be substantially completed and completed on or before the dates or within the number of calendar days indicated in the Agreement. BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.
5. The following documents are attached to and made a condition of this Bid:
  - a. Required Bid Security of the type and in an amount equal to the sum set out in the Advertisement or Notice to Contractors.
  - b. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.
  - c. Required Bidder's Qualifications Statement with supporting data.
6. BIDDER will complete the Work for the following prices:

DRAINAGE DISTRICT NO. 37, TREE CLEARING  
CLAY COUNTY, IOWA

BASE BID

ITEM NO.	ITEM DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	TOTAL PRICE
1.	Tree Clearing	18,360 Units	\$ <u>32.<sup>00</sup></u>	\$ <u>587,520.<sup>00</sup></u>
2.	Construct Access Lanes	2 Each	\$ <u>2,000.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
3.	Access Lane Culvert, 18" Dia., CMP, Annular Corrugations	80 L.F.	\$ <u>52.<sup>00</sup></u>	\$ <u>4,160.<sup>00</sup></u>
4.	Seeding & Fertilizing	1 L.S.	\$ <u>10,000.<sup>00</sup></u>	\$ <u>10,000.<sup>00</sup></u>
5.	Mobilization	1 L.S.	\$ <u>90,000.<sup>00</sup></u>	\$ <u>90,000.<sup>00</sup></u>
TOTAL BASE BID AMOUNT				\$ <u>695,680.<sup>00</sup></u>

BID ALTERNATE

ITEM NO.	ITEM DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	TOTAL PRICE
1.	Tree Clearing	46,143 Units	\$ <u>15.<sup>50</sup></u>	\$ <u>715,216.<sup>50</sup></u>
2.	Construct Access Lanes	2 Each	\$ <u>2,000.<sup>00</sup></u>	\$ <u>4,000.<sup>00</sup></u>
3.	Access Lane Culvert, 18" Dia., CMP, Annular Corrugations	80 L.F.	\$ <u>52.<sup>00</sup></u>	\$ <u>4,160.<sup>00</sup></u>
4.	Seeding & Fertilizing	1 L.S.	\$ <u>15,000.<sup>00</sup></u>	\$ <u>15,000.<sup>00</sup></u>
5.	Mobilization	1 L.S.	\$ <u>90,000.<sup>00</sup></u>	\$ <u>90,000.<sup>00</sup></u>
TOTAL BID ALTERNATE AMOUNT				\$ <u>828,376.<sup>50</sup></u>



7. The Base Bid and Bid Alternate will be considered independently. The Board of Supervisors reserve the right to award to the lowest responsive, responsible bidder for either the Base Bid or Bid Alternate. The Bidder is required to submit both a Base Bid and Bid Alternate.
8. Bidder agrees that the work will be started, substantially completed or completed as stated in the Notice of Hearing and Letting and in accordance with the Contract Documents which are made part of the Agreement. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to start or complete the work as specified.
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON 9-29-22COMPANY NAME: Reutzel Excavating, INC.SIGNED BY/TITLE: Del Reutzel PresPRINT NAME: Del ReutzelFEDERAL TAX ID. NO: 39-2045032ADDRESS: PO Box 42, 3008 120th AVE  
Burt, IA. 50522PHONE NUMBER: 515-924-3852 FAX NUMBER: 515-924-3461

**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: 1970 to Current Address: Reutzel Excavating Inc  
City, State, Zip: PO Box 42, 3008 120th Ave

Dates:     /     /     to     /     /     Address: Burt, IA 50522  
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: Reutzel Excavating, Inc

Signature: D & P Pres Date: 9-29-22

### 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.

309-6001 (09-15)

END OF SECTION

0300-5

KNOW ALL PERSONS BY THESE PRESENTS, that we, Reutzel Excavating, Inc., as Principal, and Merchants Bonding Company (Mutual), as Surety, are held and firmly bound unto the Board of Supervisors Clay County, Iowa, hereinafter called "OWNER", in the penal sum of Five Percent of Bid Dollars (\$ 5%), lawful money of the United States of America, for the payment of which sum will truly be made, we bind ourselves our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. Whereas the Principal has submitted the accompanying bid, dated 09/29/2022, for 2022 Drainage District No. 37 Tree Clearing Clay County, Iowa Project;

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

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

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officer this 21st day of September 2022.

[Signature]  
Witness

Reutzel Excavating, Inc  
Principal (Seal)  
By [Signature]  
(Bidder's signature) Title

[Signature]  
Witness

Merchants Bonding Company (Mutual)  
Surety (Seal)  
By [Signature] Attorney-in-Fact  
Title

ATTACH POWER OF ATTORNEY

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

END OF SECTION

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,  
Dan Dacken; Ron Dacken

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of February, 2020.



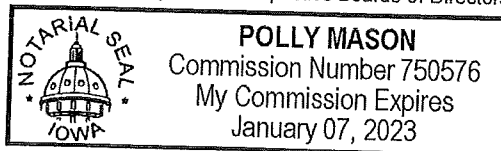
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 11th day of February 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



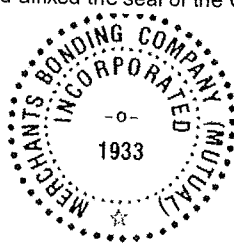
(Expiration of notary's commission  
does not invalidate this instrument)

*Polly Mason*

Notary Public

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.



*William Warner Jr.*  
Secretary

To: Reutzel Excavating, Inc  
PO Box 42  
Burt, IA 50522

Re: 2022 DRAINAGE DISTRICT NO. 37  
TREE CLEARING  
CLAY COUNTY, IOWA  
JWA PROJECT NO: E-22021

Gentlemen:

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

It appearing that it is the best interest of the said Owner to accept your proposal in the amount of \$828,376.50, you are hereby notified that your proposal has been accepted for the construction of the 2022 DRAINAGE DISTRICT NO. 37, TREE CLEARING, CLAY COUNTY, IOWA.

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

If you fail to execute said contract and to furnish said bond within fifteen (15) days from the date of delivery of the Notice of Award, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and to award the work covered by your proposal to another, or to re-advertise the work or otherwise dispose thereof as the Owner may see fit. Further, your bid bond enclosed with your bid will be forfeited if you neglect or refuse to enter into a contract and to furnish bond within the time specified.

Three (3) copies of the Agreement are enclosed. You are required to return all the copies, together with the required bond and certificate of insurance, after putting your dated signature and attestation at places indicated. You shall submit a listing of all subcontractors and contact information including company name, address, phone number and Federal Tax ID number for tax exemption certificates.

Dated this 7<sup>th</sup> day of October, 2022.

OWNER DRAINAGE DISTRICT NO. 37 BOARD OF TRUSTEES

SIGNED BY Allen M. Branch

PRINT NAME Allen M. Branch

END OF SECTION

0410-1



**AGREEMENT****SECTION 0500**

THIS AGREEMENT, made and entered into this 7th day of October, 2022, by and between the DRAINAGE DISTRICT NO. 37 BOARD OF TRUSTEES, hereinafter called OWNER, and REUTZEL EXCAVATING, INC, OF BURT, IOWA, hereinafter called CONTRACTOR.

WITNESSETH: That whereas the OWNER has heretofore caused to be prepared certain plans, specifications and proposal blanks, for the Project generally described as follows: CLAY COUNTY DRAINAGE DISTRICT NO. 37, TREE CLEARING, under the terms and conditions therein fully stated and set forth, and,

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

NOW, THEREFORE, IT IS AGREED:

1. That the OWNER hereby accepts the proposal of the CONTRACTOR as shown on Bid Form, and shall pay Contractor for completion of all work at the prices stated in Bid Form in the amount of **\$828,376.50**
2. With a written Notice to Proceed received by the Contractor within 30 days of Bid opening all portions of the work shall be completed and accepted as detailed in the Notice of Hearing and Letting by June 1, 2024 subject to any contract time extension granted by the Owner.
3. Owner and Contractor recognize that time is of the essence on this Project and that the Owner may suffer financial loss if the work is not completed by the specified date plus any approved time extensions. Both parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss by the Owner should the work not be completed before the Contract completion date. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the Owner \$100.00 for each day that expires after the time specified in Paragraph 2 above for completion and ready for final payment.
4. That this Contract consists of the following component parts which are made a part of this Agreement and Contract as fully and absolutely as if they were set out in detail in this Contract:
  - a. Specifications
  - b. Plans
  - c. Notice of Hearing and Letting
  - d. Special Conditions
  - e. General Conditions
  - f. CONTRACTOR's Bid
  - g. This Agreement
  - h. Performance and Payment Bond
  - i. Addenda Numbers 1

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

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

OWNER Drainage District No. 37 Board of Trustees

By Allen M. Loughrey

Title Chair DP37  
(SEAL)

ATTEST: Lou Smith

Title J-W Office Mgr.

CONTRACTOR Reutzel Excavating, Inc.

By [Signature]

Title Pres  
(SEAL)

ATTEST: [Signature]

Title Sec.

**PERFORMANCE, PAYMENT & MAINTENANCE BOND****SECTION 0600**SURETY BOND NO. IAC593363

KNOW ALL BY THESE PRESENTS, that we, Reutzel Excavating, Inc.,  
as Principal, hereinafter "Contractor" or "Principal", and Merchants Bonding Company (Mutual),  
as Surety, are held and firmly bound unto Board of Supervisors Clay County, IA,  
the Owner, and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum  
of Eight Hundred Twenty-Eight Thousand Three Hundred Seventy-Six and Fifty Cents dollars  
(\$ 828,376.50), 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 Owner,  
bearing date the 7th day of October, 2022, hereinafter the "Contract") wherein said  
contractor undertakes and agrees to construct the following described improvements:

WHEREAS, Contractor has by written agreement dated October 7th, 2022,  
entered into a Contract with Owner for . . .

Project Description: 2022 Drainage District No. 37, Tree Clearing, Clay County, Iowa

in accordance with drawings and specifications prepared by Jacobson-Westergard & Associates, Inc., which Contract  
is by reference made a part hereof, and is hereinafter referred to as the Contract 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. Provided, however, that one year after the date of acceptance as  
complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in  
force but the penal sum for maintenance shall be reduced to the sum of Eight Hundred Twenty-Eight Thousand  
Three Hundred Seventy-Six and Fifty Cents dollars  
(\$ 828,376.50), which is the cost associated with those items shown on the proposal and in  
the Contract that require a maintenance bond period in excess of one year.

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 Owner from all outlay and expense incurred by the Owner 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 Owner 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. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
  - A. To remedy any and all defects that may develop in or result from all work to be performed under the Contract within the period of 1 year from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work; and



- B. To keep all work in continuous good repair; and
  - C. To pay the Owner's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Owner all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.
4. **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 5 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 Owner 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, attorney fees (including overhead expenses of the Owner's staff attorneys), and all costs and expenses of litigation as they are incurred by the Owner. It is intended the Contractor and Surety will defend and indemnify the Owner on all claims made against the Owner 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 Owner 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 Owner 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 Owner 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 Clay County, State of Iowa. If legal action is required by the Owner to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the owner, the Contractor and the Surety agree, jointly, and severally, to pay the Owner all outlay and expense incurred therefor by the Owner. 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 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 word, 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.

# PERFORMANCE, PAYMENT & MAINTENANCE BOND SECTION 0600

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.

SIGNED AND SEALED THIS 18th DAY OF October, 2022.

## PRINCIPAL:

Reutzel Excavating, Inc

Contractor



Signature

President

Title

## SURETY:

Merchants Bonding Company (Mutual)

Surety Company



Signature Attorney-in-Fact Officer

Dan Dacken

Printed Name of Attorney-in-Fact Officer

Merchants Bonding Company (Mutual)

Company Name

PO Box 14498

Company Address

Des Moines, IA 50306

City, State, Zip Code

800-678-8171

Company Telephone Number

## NOTE:

1. All signatures on this performance, payment, and maintenance 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

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Dan Dacken**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

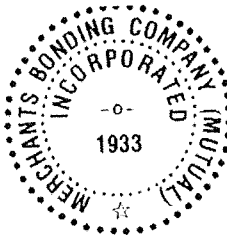
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

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In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 18th day of October, 2022.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

*Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 18th day of October, 2022, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



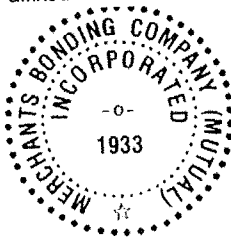
*Kim Lee*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of October, 2022.



*William Warner Jr.*  
Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Klein Insurance Agency 201 W. Main St P.O. Box 128 Wesley IA 50483		<b>CONTACT NAME:</b> Klein Insurance <b>PHONE (A/C, No, Ext):</b> (515) 679-4221 <b>FAX (A/C, No):</b> (515) 679-4222 <b>E-MAIL ADDRESS:</b> kleininsurance@qwestoffice.net	
<b>INSURED</b> REUTZEL EXCAVATING INC 3008 120TH AVE PO Box 42 BURT IA 50522-8509		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective of the SE INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		<b>NAIC #</b> 39926	

**COVERAGES****CERTIFICATE NUMBER:** CL2271514626**REVISION NUMBER:**

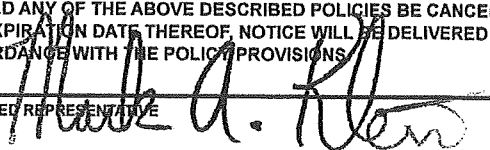
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 2238514	07/25/2022	07/25/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$								
	A						<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	S 2238514	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000				
							A				<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	S 2238514	07/25/2022	07/25/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
											A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below
A	LEASED/RENTED EQUIPMENT			S 2238514	07/25/2022	07/25/2023	LIMIT: \$100,000								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

2022 Drainage District No. 37  
Tree Clearing  
Clay County, Iowa  
JWA PROJECT NO: E22021  
\*\*Jacobson-Westergard & Associates is listed as Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

Drainage District No.37 Board of Trustees 105 South 6th Street Estherville IA 51334	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
---	---

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1.1 STANDARD FORM OF GENERAL CONDITIONS

- A. EJCDC C-700, Standard General Conditions of the Construction Contract, current edition, a document prepared by the Engineers Joint Contract Documents Committee and published jointly by ACEC, NSPE and ASCE, forms the General Conditions of this Contract.
- B. Copies of EJCDC C-700 are on file in the Engineer's office and may be obtained from him at a cost of \$20.00 per copy.

END OF SECTION

## ADDENDUM NO. 1

**PROJECT:** 2022 Drainage District No. 37  
Tree Clearing  
Clay County, Iowa  
E22021

**BID DATE:** Thursday, September 29, 2022

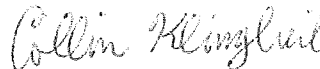
**FROM:** Jacobson-Westergard & Associates, Inc.  
105 South 6<sup>th</sup> Street  
Estherville, IA 51334  
Phone: 712/362-2647

**TO:** All Planholders

The following additions and/or revisions have been made to the plans and specifications for the above-mentioned project:

1. Change bid quantity in Section 0300 of Access Lane Culvert, 18" Dia., CMP, Annular Corrugations from 120 L.F. to 80 L.F. for both the Base Bid and Bid Alternate.
2. Clarify on plan sheet's C.01 & C.02 that access lanes are to have a minimum top width of 24 feet.

This addendum forms a part of the September 1, 2022 Contract Documents and modifies the original specifications and/or drawings. **Acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.**



Date issued: September 1, 2022

By: Collin J. Klingbeil, P.E.  
Jacobson-Westergard & Associates, Inc.

FAXED TO ALL PLANHOLDERS: 1 page

END OF SECTION

**PART 1 GENERAL****1.1 SCOPE**

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

**1.2 WORK BY OTHERS (SEPARATE CONTRACTORS)****1.3 WORK BY ENGINEER**

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

**1.4 WORK BY OWNER**

- A. None

**1.5 CONTRACTS**

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

**1.6 PERMITS**

- B. The Contractor shall be responsible for applying for, paying all fees and obtaining any permits including but not limited to:
  - 1. Local building permits.
  - 2. Local landscaping or erosion control permits.
  - 3. Equipment hauling permits.
  - 4. Local union permits.

**1.7 SCHEDULING OF WORK**

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

1.8 COMPLETION DATE

- A. All work shall be complete by June 1, 2024.
- B. The Contractor shall schedule his operations in performing the work so as to complete all work on the project by the completion date specified in the "Notice of Hearing and Letting" and set forth in the Agreement. The Contractor will be entitled to an extension of the contract completion date only for delays caused by injunction, legal actions, delays in delivery of material and/or equipment required on the project and acts of God. Rain, wind, flood or any other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God. Application for extension of time shall be made by the Contractor to the Owner in writing and shall state reasons for the request for the extension of time. No extension of time shall be valid unless it is requested in writing by the Contractor nor shall an extension of time be valid unless it is given in writing by the Owner.

1.9 LIQUIDATED DAMAGES

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

1.10 EXAMINATION OF SITE

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

END OF SECTION



**PART 1 GENERAL**1.1 GENERAL

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

1.2 DEFINITIONS

- A. Whenever the term "Owner" is used in this specification, it refers to Owner as identified in the Advertisement.
- B. Whenever the term "Engineer" is used in this specification, it refers to Jacobson-Westergard & Assoc., Inc., 105 South 6<sup>th</sup> Street, Estherville, IA 51334 (Phone: 712/362-2647; Fax: 712/362-2668).
- C. The word "approved" as used herein means "approved by Engineer".
- D. "Or equal" means "or approved equal".
- E. "IDOT Section" means a section of the Standard Specifications for Highway and Bridge Construction, Iowa Department of Transportation, series of 2015, including all Supplemental Specifications thereto.

1.3 GUARANTEE OF WORKMANSHIP, MATERIALS AND MAINTENANCE BOND

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

1.4 SALVAGE RIGHTS

- A. Unless specifically noted on the plans or specified herein, all items to be abandoned, removed or replaced shall become the property of the Contractor. Contractor shall be responsible for

disposal or removal. If something is uncovered during the project the Owner shall retain right of ownership.

#### 1.5 TESTS AND INSPECTIONS

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

#### 1.6 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall confine their operations at the site to the project limits or temporary construction easements as shown or specified, unless otherwise approved by the Engineer.
- B. Do not unreasonably encumber the site with materials and equipment. Maintain access to the site at all times for emergency vehicles.
- C. Assume full responsibility for protection and safekeeping of materials stored on the site.
- D. Contractor shall provide their own utilities on site including water, electric, phone and proper sanitary facilities.

#### 1.7 CLEANING UP

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

#### 1.8 HISTORICAL OR ARCHAEOLOGICAL DISCOVERY

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

#### 1.9 SUBCONTRACTORS

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

#### 1.10 UTILITY APPURTENANCES

**SPECIAL CONDITIONS****SECTION 1030**

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

**1.11 CONTRACT TERMINATION AND SUSPENSION OF WORK**

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

**1.12 INSURANCE COVERAGE**

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

1. Workers' Compensation:

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

2. Commercial General Liability:

a. Combined Single Limit	<u>\$1,000,000</u>	Each Occurrence
	<u>\$2,000,000</u>	Annual Aggregate

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

Annual Aggregate

b. The Contractor's General Liability and Comprehensive Automobile liability insurance policy shall be endorsed to add the Owner and Engineer as additional insured.

3. Comprehensive Automobile Liability (including owned, hired and non-owned vehicles):

a. Bodily Injury	\$1,000,000	Each Person
	\$1,000,000	Each Occurrence
b. Property Damage or combined single limit of	\$1,000,000	Each Occurrence
	\$2,000,000	

4. Umbrella form excess liability coverage may be utilized to reach or exceed any of the limits defined above.

- C. Property Insurance: Contractor shall secure all-risk type of builder's risk insurance covering Work performed under the contract and materials, equipment or other items to be incorporated therein, while the same are located at the construction site, stored off site, or at the place of manufacture. The policy shall cover not less than losses due to fire, flood, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke until the date of final acceptance of the Work. The policy may exclude loss or damage caused by or resulting from errors in design or from the use of substandard materials or supplies used knowingly by or at the direction of the insured, but not excluding results, physical loss, or damage to other property covered hereunder. Neither exclusion shall apply in the event of fire, explosion, or acts of God.
- D. The policies providing this insurance shall name the Owner, Contractor, and their subconsultants as additional insureds as their respective interests shall appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the Owner or being construed as relieving the Contractor or Subcontractors of responsibility for loss or direct physical loss, damage or destruction occurring prior to final acceptance.
- E. Certificate of Insurance: The Contractor and all Subcontractors shall furnish the Owner with satisfactory proof of carriage of the insurance required in a reliable company or companies, before commencing work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Owner. Said policies shall not be thereafter canceled, permitted to expire, or be changed without notice of 10 days in advance to the Owner and consented by the Owner.

1.13 MODIFIED DRAWINGS

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

END OF SECTION



**PART 1 GENERAL****1.1 BID PRICES**

- A. The contract unit prices for the various bid items of the Contract shall be full compensation for all labor, materials, supplies, equipment, tools, and all things of whatsoever nature required for the complete incorporation of the item into the work the same as though the item were to read "Furnish and Place".
- B. Quantities and measurements indicated in the Bid Form are for contract purposes only. Actual quantities and measurements supplied or placed in the Work and approved by the Engineer shall determine payment.
- C. Unless specifically noted as a bid item in the Form of Proposal, all other work which must be performed to complete the project shall be considered as "Incidental Work" and the cost of such work (including furnishing and installing materials) shall be included in the unit prices of items of work.

**1.2 MEASUREMENT**

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

**1.3 PAYMENT**

- A. The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools and equipment necessary to the completed work and for performing all work contemplated and embraces under the contract; also for loss or damage arising from the nature of the work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the work until the final acceptance by the Owner for all risks of every description connected with all prosecution of the work; also for all expenses incurred in consequence of the suspension or discontinuance of the work as herein specified; and for completing the work according to the plans and specifications.
- B. Payment will be made at the current unit prices listed in the BID.
- C. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material. Payment will be made only for materials actually incorporated in the work or stockpiled as provided herein.
- D. The Contractor shall submit his Application for Payment to the Engineer during the last week of the month. Engineer shall review and revise as appropriate. Engineer shall then submit application for payment to Owner.
- E. The Application of Payment shall be made on the Pay Estimate form provided by the Engineer.
- F. The Application for Payment shall be based on the valuation of the Work completed and materials delivered and suitably stored at the site as of the last day of the month.
- G. No payment will be made on account of materials and stored at off site locations without the Owner's prior written approval to such payment. Such approval shall contain procedures to establish the Owner's title to and protect the Owner's interest in the materials and equipment including insurance, designate a location for storage, and provide for protection and transportation to the site. The Contractor shall submit such data substantiating their right to payment as the Owner/Engineer may require.

- H. To insure the proper performance of the contract, the Owner will retain 10% of the amount due the Contractor on account of progress payments. Such retainage will be retained by the Owner until final payment.
- I. Application for payment recommended to be paid by Engineer shall be submitted to Owner and shall be paid within the next calendar month.
- J. When the Engineer has determined that the Work is acceptable under the Contract Documents and the Contract fully performed, the contractor shall prepare and submit their final Application for Payment to the Engineer together with lien waivers, sales and use tax statements and other required submittals.

#### 1.4 EXTRA WORK

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

#### 1.5 ITEMS

- A. Specific measurement and payment descriptions are detailed in each section of the specification for the type of work involved.

END OF SECTION

**PART 1 GENERAL****1.1 SCOPE**

- A. This section covers costs incurred by the Contractor prior to beginning construction on the project including but not limited to the movement of personnel, equipment, materials, and supplies to the project site, bonding, permits, or any other expenses incurred. Also included are any costs of re-mobilization incurred during the course of the project.

**1.2 MEASUREMENT AND PAYMENT**

- A. This is a lump sum bid item.
- B. When a bid item for Mobilization is not included on the proposal form, all costs incurred by the contractor for mobilization are incidental.
- C. When a bid item for Mobilization is included on the proposal form, payment will be made as follows, consistent with SUDAS Section 11,020 – 1.08(A)2:
- a. When 5% of the original contract amount is completed, 25% of the lump sum contract price for mobilization will be paid.
  - b. When 10% of the original contract amount is completed, 50% of the lump sum contract price for mobilization will be paid.
  - c. When 50% of the original contract amount is completed, 100% of the lump sum contract price for mobilization will be paid.

**PART 2 PRODUCTS**

None

**PART 3 EXECUTION**

None

END OF SECTION

**PART 1 GENERAL****1.1 SCOPE**

- A. Work under this section includes clearing and grubbing all trees, bushes and brush as shown on the plans or as directed by the Engineer.

**1.2 MEASUREMENT AND PAYMENT**

- A. Payment will be made based on the unit specified in the bid documents, either by lump sum, by the acre, or by clearing and grubbing units.
- B. Clearing and grubbing of trees and bushes will be measured and paid for in accordance with SUDAS Section 2010 Part 1.08. No measurement will be made for clearing and grubbing bid as lump sum unit price.

**PART 2 PRODUCTS**

- A. NOT APPLICABLE.

**PART 3 EXECUTION****3.1 CLEARING & GRUBBING**

- A. Utilize any method preferred to remove trees and brush that does not cause property damages.
- B. Remove all trees and downed timber within the channel. Bushes growing on the banks may be left in place. Trees outside the channel to be removed under the Base Bid have been marked with pink paint and ribbon.
- C. Trees are to be sawn as near as practically possible to ground level. Stumps are to be left in place, and herbicide applied to the fresh cut per label directions (Rodeo or other approved herbicide that is permissible to use near water).
- D. Use of a mulcher is not permissible for trees within the channel, or where debris is likely to enter the channel.

**3.2 DISPOSAL - GENERAL**

- A. Move felled trees and other material out of the ditch channel, and pile in open areas within the timber, or in grass areas outside the timber. Do not pile in crop fields without prior approval of the engineer.
- B. Burning of trees and brush may be allowed by approval of the Owner on a case by case basis.
- C. The Contractor is encouraged to log or salvage the trees along the site for wood products.

END OF SECTION



**PART 1 GENERAL****1.1 SCOPE**

- A. Includes the requirements for open ditch, road ditch, and urban seeding.

**1.2 SUBMITTALS**

- A. Seed: submit seed tags for all seeds, specifying the purity and germination.
- B. Fertilizer: submit fertilizer analysis label or bill of lading with scale weight and statement of guaranteed analysis.

**1.3 MEASUREMENT AND PAYMENT**

- A. Open Ditch Seeding and Fertilizing: Payment will be made per 100 linear foot station (STA) as measured along the centerline of the open ditch in the extent of the work area.
- B. Road Ditch Seeding and Fertilizing: If not listed as a separate bid item this is incidental to the work. If a bid item is included in the proposal, payment will be made either per each road crossing for the project, or as a lump sum payment. For a lump sum unit price, partial payment may be considered as the project progresses.
- C. Urban Seeding & Fertilizing: Seeding shall be measured and paid for in acres as measured by the Engineer. Unit price shall include prep work, seeding, fertilizing and watering.

**PART 2 PRODUCTS****2.1 MATERIALS**

A. Open Ditch Seed Mixture:	Perennial Ryegrass	50 lbs/acre
	Oats	50 lbs/acre
	Brome Grass	37 lbs/acre
B. Ditch Native Grass Mix:	Canada Wildrye	3 lbs/acre
	Big Bluestem	3 lbs/acre
	Side-oats Grama	5 lbs/acre
	Switchgrass	3 lbs/acre
	Indian grass	4 lbs/acre
	Little Bluestem	3 lbs/acre
	Oats (Apr 1 – Jun 30)	32 lbs/acre
	Winter Wheat (Nov 1 – Mar 31)	25 lbs/acre
C. Rural Seed Mixture:	Fescue, KY 31	25 lbs/acre
	Perennial Ryegrass	15 lbs/acre
	Oats	5 lbs/acre
	Switchgrass	3 lbs/acre
	Birdsfoot Trefoil	5 lbs/acre
D. Urban Seed Mixture:	Kentucky Bluegrass	195 lbs/acre
	Perennial Ryegrass	40 lbs/acre
	Fescue, Creeping Red	25 lbs/acre

## E. Fertilizer:

1. Open Ditch Seeding – 250 lbs. per acre; 13-13-13 or equivalent
2. No fertilizer required for native grass mix
3. Rural Seeding – 300 lbs. per acre; 6-24-24 or equivalent
4. Urban Seeding – 300 lbs. per acre; 6-24-24 or equivalent

F. Mulch: IDOT Section 2601. Any areas to be mulched shall be at a rate of 3000 lbs./acre

**PART 3 EXECUTION**3.1 INSTALLATION

## A. Open Ditch Seeding &amp; Fertilizing:

Spread on disturbed inside slopes as soon as practical following excavation, while the exposed bank is still wet, so that the placed materials will adhere.

2. Unless hydroseeding, or as otherwise approved by the Engineer, seeding shall take place daily from March 15 – October 15.
3. Seed may be broadcast from the top of bank, but the method of application must be approved by Engineer.

## B. Rural and Urban Seeding &amp; Fertilizing:

1. Prepare seeding bed as per IDOT Sec. 2601.03(B).
2. If using a hydraulic seeder, apply fertilizer in combination with seeding at the specified rates. Add 50 lbs of wood cellulose fiber for each 500 gallons of water in hydraulic seeder tank.
3. Apply fertilizer at the specified rate, using a mechanical spreader. Disc, then roll, harrow, or rake area prior to application of seed.
4. Furnish and spread seed at the specified rate.
5. Normal seeding periods shall be March 1 through May 31 and August 10 through September 30. Deviation from these seeding periods will be considered by the Engineer upon written request from the Contractor.
6. Seed all disturbed areas requiring re-seeding with rural seed mixture except residential type lawns shall be urban mixture.
7. For urban seeding, mulch all seeded areas in accordance with IDOT Sec. 2601.03(E). Mulch is not required for rural seeding & fertilizing.
8. Install silt fencing as shown on the drawings or as directed by the Engineer.
9. For urban seeding, contractor shall fence or rope off areas seeded which may be disturbed during turf establishment.
10. For urban seeding, contractor shall be responsible for keeping soil moist during germination and watering lawns a minimum weekly for 45 days.
11. Contractor shall regrade and reseed disturbed or unestablished turf areas.

END OF SECTION

**PART 1 GENERAL**1.1 SCOPE

- A. The work involves removing all fencing necessary to complete the project.

1.2 MEASUREMENT AND PAYMENT

- A. Fence removal will be measured and paid based on either linear feet of fence removed, or per each fence crossing.

**PART 2 PRODUCTS**2.1 MATERIALS

None

**PART 3 EXECUTION**3.1 INSTALLATION

- A. Unless otherwise specified or approved by the Engineer, existing fences in poor condition that interfere with the work are to be removed to the width necessary to complete the project. Fences in good condition are to be cut and the wires pulled back, and fence posts are to be pulled. Fence restoration is not required.
- B. Dispose of all waste materials and fence removed properly. Contractor may bury the waste materials within the work limits with a minimum of 4 feet of earth cover.

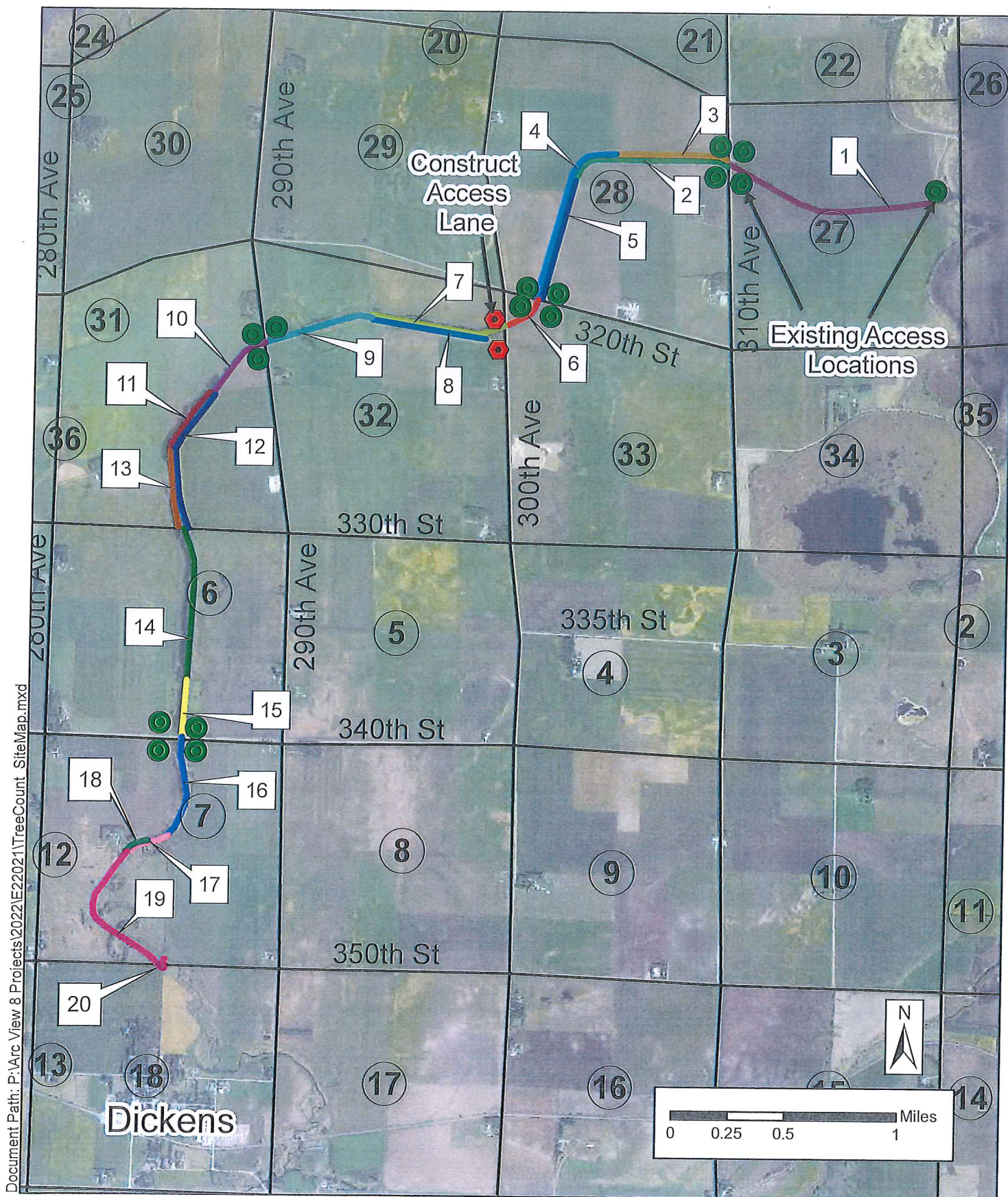
3.2 NOTIFICATION OF LANDOWNERS

- A. The Contractor shall notify the Engineer, and all landowners whose fence interferes with the project fourteen (14) days in advance of when construction begins. The Contractor shall inform the landowner that they may remove their fence. Should the landowner elect not to remove these fences, the Contractor may proceed to remove the fence.

END OF SECTION



Drainage District No. 37  
Tree Clearing Sites, and Project Access  
Clay County, Iowa





PLAN NOTES SUPERCEDE ANY CONFLICTS WITH SPECIFICATIONS

1. WORK LIMITS ARE SET AT WHATSOEVER IS REASONABLY NECESSARY TO COMPLETE THE WORK. COORDINATE WITH THE ENGINEER. DO NOT DESTROY STANDING CROP WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. ACCESS TO THE WORK SITE SHALL BE COORDINATED BETWEEN THE CONTRACTOR, AFFECTED LANDOWNERS, AND THE ENGINEER SO AS TO MINIMIZE CROP DAMAGES AND SOIL COMPACTION.
3. CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE-CALL AT 1-800-292-8989 AND TO COORDINATE WITH UTILITY COMPANIES AND THE ENGINEER IN MARKING, LOCATING, AND PROTECTING UTILITIES.
4. CONTRACTOR IS REQUIRED TO CONTROL WEEDS IN AREAS DISTURBED BY THE WORK AS NEEDED OR OTHERWISE REQUIRED BY THE ENGINEER IN ORDER TO PREVENT THE WEEDS FROM GOING TO SEED.
5. SAFETY AT THE JOBSITE IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. ARRANGING FOR A STORAGE OR STAGING AREA OUTSIDE THE WORK LIMITS, IF NEEDED, SHALL BE ARRANGED FOR BY THE CONTRACTOR.
7. REMOVE ALL TREES AND DOWNED TIMBER WITHIN THE CHANNEL. BUSHES GROWING ON THE BANKS MAY BE LEFT. TREES OUTSIDE THE CHANNEL TO BE REMOVED HAVE BEEN MARKED WITH PINK PAINT AND RIBBON.
8. TREES ARE TO BE SAWN AS NEAR AS PRACTICALLY POSSIBLE TO GROUND LEVEL. STUMPS ARE TO BE LEFT IN PLACE, AND HERBICIDE APPLIED TO THE FRESH CUT PER LABEL DIRECTIONS. (RODEO OR OTHER APPROVED HERBICIDE)
9. TREES/BRUSH REMOVED IN ORDER TO ACCESS THE DITCH ARE INCIDENTAL TO THE PROJECT, AND ARE TO BE KEPT TO A MINIMUM.
9. ALL DEBRIS SHALL BE CLEANED UP AND DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER. BURNING OF MATERIAL IS PERMITTED WITHIN THE WORK LIMITS AS ALLOWED BY STATE LAW, AND STATE AND LOCAL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY BURN PERMIT. UNSUPERVISED FIRES SHALL NOT BE ALLOWED. ANY DEBRIS BURIED MUST BE BURIED AT LOCATIONS APPROVED BY THE ENGINEER AND TO A DEPTH OF AT LEAST 4 FEET BELOW FINISHED GRADE. DEBRIS MAY BE PILED IN OPEN AREAS IN THE TIMBER, OR IN GRASS AREAS OUTSIDE THE TIMBER. DO NOT PILE IN CROP FIELDS WITHOUT PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR HAS THE OPTION TO PROCESS MATERIAL BY CHIPPING, OR SALVAGING LOGS FOR USE.
10. USE OF A MULCHER ATTACHMENT IS ALLOWABLE. HOWEVER, USE OF A MULCHER ATTACHMENT ON TREES WITHIN THE CHANNEL OR ON THE BANKS IS NOT ALLOWED.
11. PROTECT ALL TILE AND CULVERT OUTLETS WHEN FELLING TREES. OUTLETS DAMAGED DURING THE WORK SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE DISTRICT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
13. NO FILL OF ANY KIND SHALL BE PLACED IN WETLAND AREAS SHOWN ON "NO FILL AREA" MAPS.
14. SEEDING & FERTILIZING:
  - 14.1. ALL NON-CROPPED AREAS WITH SOIL DISTURBANCE & HEAVILY TRAFFICKED AREAS SHALL BE SEEDED & FERTILIZED. MINOR SOIL DISTURBANCE IN TIMBERED AREAS WILL NOT BE REQUIRED TO BE SEEDED.
  - 14.2. SEED MIXTURE:
    - PERENNIAL RYEGRASS @ 50 LBS/ACRE
    - OATS @ 50 LBS/ACRE
    - BROME GRASS @ 37 LBS/ACRE
  - 14.3. FERTILIZER: 250 LBS/ACRE OF 13-13-13 OR EQUIVALENT
  - 14.4. SEEDBED PREP: TILLAGE AS NEEDED TO CONTROL WEEDS, BREAK UP COMPACTION, AND DISTURB THE SOIL.
  - 14.5. THERE IS NO VEGETATION ESTABLISHMENT REQUIREMENT

TREE COUNT TABLE																				
Tree Category / Site Number	1	2&3	4	5	6	7	8	9	10	11	12	13	14	15	16	17 & 18	19	Total Trees	Total Clearing Units	
Over 6 in. to 9 in. incl.	78	Not Counted, Trees to be Removed by Landowner	72	6	0	123	90	61	52	74	87	29	139	136	105	31	124	1,207	1,328	
Over 9 in. to 12 in. incl.	20		11	0	0	72	49	20	25	19	44	17	74	76	54	31	36	548	1,041	
Over 12 in. to 15 in. incl.	11		2	0	0	25	27	18	12	10	14	8	48	33	40	22	37	307	860	
Over 15 in. to 18 in. incl.	8		1	0	0	13	13	6	5	7	12	4	31	19	17	20	17	173	813	
Over 18 in. to 24 in. incl.	5		1	0	0	6	10	7	4	6	3	2	30	20	12	10	20	136	1,142	
Over 24 in. to 30 in. incl.	10		0	0	0	4	5	7	1	5	5	6	22	16	9	4	16	110	1,254	
Over 30 in. to 36 in. incl.	10		0	0	0	3	5	8	1	2	7	0	28	7	7	3	10	91	2,002	
Over 36 in. to 42 in. incl.	2		0	0	0	6	0	4	0	6	4	0	22	2	3	0	3	52	1,560	
Over 42 in. to 48 in. incl.	0		0	0	0	3	1	2	0	7	6	3	23	6	0	1	3	55	2,200	
Over 48 in. to 60 in. incl.	3		0	0	0	4	1	1	1	6	7	3	17	0	0	2	1	46	2,760	
Over 60 in. to 72 in. incl.	1		0	0	0	1	1	2	1	3	0	1	4	0	0	0	0	14	1,120	
Over 72"	2		0	0	0	1	0	0	0	4	2	3	7	0	0	0	0	19	2,280	
Total Trees Counted	150		87	6	0	261	202	136	102	149	191	76	445	315	247	124	267	2,758	N/A	
Tree Clearing Units	1,128		119	7	0	1,305	760	918	369	1,870	1,531	931	5,452	1,280	857	604	1,229	N/A	18,360	

## 1. TREE CLEARING

1. TREE CLEARING  
QUANTITY BASED ON A TREE COUNT COMPLETED IN MAY OF 2022. INCLUDES CLEARING OF ALL TREES WITHIN THE DITCH CHANNEL, INCLUDING DOWNED TIMBER, AND TREES OUTSIDE THE BANKS OF THE DITCH MARKED FOR REMOVAL BY PAINT AND/OR RIBBON. INCLUDES KILLING STUMPS WITH HERBICIDE APPROVED FOR USE NEAR WATER (IE. RODEO OR SIMILAR). ACCESS TO THE TREES TO BE CLEARED WILL BE DIFFICULT FOR A LARGE PORTION OF THE DITCH. WILL HAVE TO GET THROUGH EXISTING TIMBER (AS MUCH AS 100 FEET IN DISTANCE), LARGE UNLEVELED SPOIL PILES FROM ORIGINAL DITCH CONSTRUCTION, THICK BRUSH, AND OTHERWISE UNLEVEL GROUND. EFFORTS MADE IN ACCESSING THE TREES TO BE CLEARED ARE INCIDENTAL, AND MAY INCLUDE TREE AND BRUSH CLEARING TO CLEAR A PATH SUITABLE FOR EQUIPMENT.  
ALSO INCLUDES ANY NECESSARY DIRT WORK, GRADING, LEVELING, OR BRUSH CLEARING NECESSARY IN ORDER TO ACCESS THE DITCH WITH HEAVY EQUIPMENT, AND TO FILL ANY HOLES CREATED BY STUMP GRUBBING.  
INCLUDES CLEANUP AND DISPOSAL OF ALL DEBRIS. IF BURNED AND/OR BURIED, INCLUDES REMOVAL, STOCKPILE, AND REPLACEMENT OF TOPSOIL AT BURIAL SITES. TRANSPORT OF THE TREES TO FINAL DISPOSAL SITE IS INCIDENTAL.  
A VISIT TO THE SITE IS RECOMMENDED PRIOR TO BIDDING. TIMBER EXTENDS OUT FROM THE DITCH OVER 100 FEET IN SOME REACHES. A MAJORITY OF THE DITCH HAS A LARGE UNLEVELED SPOIL PILE.
2. ACCESS LANES  
ACCESS LANES ARE TO BE CONSTRUCTED AT LOCATIONS INDICATED ON SITE MAP, ON THE WEST SIDE OF 300TH AVE. LUMP SUM BID PRICE INCLUDES FILL MATERIAL, HAULING, DUMPING, SHAPING, PACKING, AND ALL OTHER WORK NECESSARY TO CONSTRUCT THE PERMANENT ACCESS LANES TO A MINIMUM TOP WIDTH OF 24 FEET. MUST MEET CLAY COUNTY DRIVEWAY & ENTRANCE PERMIT REQUIREMENTS (PERMITS TO BE ACQUIRED BY THE ENGINEER). INCLUDES 3" OF AGGREGATE SURFACING. CULVERT UNDER ACCESS LANES TO BE PAID FOR SEPARATELY.
3. SEEDING & FERTILIZING  
SEEDING AND FERTILIZING SHALL BE PAID ON A LUMP SUM BASIS, WITH PARTIAL PAYMENT ALLOWED AS WORK PROGRESSES. WE ESTIMATE THAT 25 ACRES OR LESS OF SEEDING & FERTILIZING WILL BE REQUIRED AS PART OF THE PROJECT. THERE WILL BE NO ADJUSTMENTS IN THE BID PRICE FOR SEEDING IN EXCESS OF 25 ACRES, AND NO MEASUREMENT OF SEEDING AREA WILL BE MADE.

Site #	Landowner	Bank	Location Description	S-T-R
1	Jacques Farms, LLC	Both	From outlet of Trumbull to County Rd N14	27-97-35
2	Swan, Robert & Lynn Hunter	Right	From N14 downstream 4,000 ft	28-97-35
3	Crouse Family Trust	Left	From N14 downstream 2,700 ft	28-97-35
4	Wyatt, Jean & David Farms	Left	From Crouse property line to 320th St	28-97-35
5	Metcalfe, John	Right	From Swan property line to 320th St	28-97-35
6	Metcalfe, John	Both	From 320th St to 300th Ave crossing	33-97-35
7	Kendall, Loretta Trust	Left	From 300th Ave about 3,150 ft west	32-97-35
8	Derner, Kathleen	Right	From about 600 ft west of 300th Ave about 2,500 ft west	32-97-35
9	Melanie's LLC	Both	from Kendall & Derner property line west to 290th Ave	32-97-35
10	Hanson, Lanny & Nancy	Both	From 290th Ave to south parcel line (~1,700 ft)	31-97-35
11	Hanson, Lanny & Nancy	Left	From end of site 10 about 1,850 ft downstream	31-97-35
12	BWT Holdings, LLLP	Right	From end of site 10 to south line of S31 (~3,500 ft)	31-97-35
13	Groenewold, Sherry	Left	From end of site 11 to south line of S31	31-97-35
14	Toland	Both	From south line of S31 south about 3/4 mile	6-96-35
15	Sorenson, Jon & Linda, Baum Diane	Both	From site 14 south to 340th St (about 1/4 mile)	6-96-35
16	Sorenson, Jon & Linda, Baum Diane	Both	From 340th St south about 2,300 ft	7-96-35
17	Loudermilk, Jennifer	Both/Right	Both sides From site 16 downstream 500 ft, then right bank for another 500 ft	7-96-35
18	Galbraith, Lynn L	Left	left bank opposite 500 feet from site 17	7-96-35
19	Chambers, Colleen	Both	From site 17/18 downstream to south line of S7	7-96-35
20	Jo's Family Farms, LLC	Both	Meander in NE NE 1/4 of section 18	18-96-35

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CONSULTING ENGINEERS LAND SURVEYING

DRAINAGE DISTRICT No. 37  
TREE CLEARING  
CLAY COUNTY, IOWA

NOTES & TABLES  
FOR BASE BID

Date	7/6/22	CJK	CJK	CJK
Designer				
Draftsman				
Checker				
Project Number				
E22021				
Sheet				
C.01				

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CONSTRUCTION NOTES:

PLAN NOTES SUPERCEDE ANY CONFLICTS WITH SPECIFICATIONS

1. WORK LIMITS ARE SET AT WHATEVER IS REASONABLY NECESSARY TO COMPLETE THE WORK. COORDINATE WITH THE ENGINEER. DO NOT DESTROY STANDING CROP WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. ACCESS TO THE WORK SITE SHALL BE COORDINATED BETWEEN THE CONTRACTOR, AFFECTED LANDOWNERS, AND THE ENGINEER SO AS TO MINIMIZE CROP DAMAGES AND SOIL COMPACTION.
3. CONTRACTOR IS RESPONSIBLE FOR CALLING IOWA ONE-CALL AT 1-800-292-8989 AND TO COORDINATE WITH UTILITY COMPANIES AND THE ENGINEER IN MARKING, LOCATING, AND PROTECTING UTILITIES.
4. CONTRACTOR IS REQUIRED TO CONTROL WEEDS IN AREAS DISTURBED BY THE WORK AS NEEDED OR OTHERWISE REQUIRED BY THE ENGINEER IN ORDER TO PREVENT THE WEEDS FROM GOING TO SEED.
5. SAFETY AT THE JOBSITE IS THE RESPONSIBILITY OF THE CONTRACTOR.
6. ARRANGING FOR A STORAGE OR STAGING AREA OUTSIDE THE WORK LIMITS, IF NEEDED, SHALL BE ARRANGED FOR BY THE CONTRACTOR.
7. REMOVE ALL TREES AND DOWNED TIMBER WITHIN THE CHANNEL. BUSHES GROWING ON THE BANKS MAY BE LEFT. TREES OUTSIDE THE CHANNEL TO BE REMOVED INCLUDE THOSE MARKED WITH PINK PAINT AND RIBBON, AND THOSE NECESSARY TO CREATE AN ACCESS LANE.
8. ALL TREES WITHIN THE DITCH CHANNEL ARE TO BE SAWN, AS NEAR AS PRACTICALLY POSSIBLE TO GROUND LEVEL. STUMPS ARE TO BE LEFT IN PLACE, AND HERBICIDE APPLIED TO THE FRESH CUT PER LABEL DIRECTIONS. (RODEO OR OTHER APPROVED HERBICIDE). TREES OUTSIDE THE DITCH CHANNEL MAY BE GRUBBED OR SAWN.
9. ALL DEBRIS SHALL BE CLEANED UP AND DISPOSED OF IN A MANNER APPROVED BY THE ENGINEER. BURNING OF MATERIAL IS PERMITTED WITHIN THE WORK LIMITS AS ALLOWED BY STATE LAW, AND STATE AND LOCAL REGULATIONS. CONTRACTOR IS RESPONSIBLE FOR OBTAINING NECESSARY BURN PERMIT. UNSUPERVISED FIRES SHALL NOT BE ALLOWED. ANY DEBRIS BURIED MUST BE BURIED AT LOCATIONS APPROVED BY THE ENGINEER AND TO A DEPTH OF AT LEAST 4 FEET BELOW FINISHED GRADE. DEBRIS MAY BE PILED IN OPEN AREAS IN THE TIMBER, OR IN GRASS AREAS OUTSIDE THE TIMBER. DO NOT PILE IN CROP FIELDS WITHOUT PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR HAS THE OPTION TO PROCESS MATERIAL BY CHIPPING, OR SALVAGING LOGS FOR USE.
10. USE OF A MULCHER ATTACHMENT IS ALLOWABLE. HOWEVER, USE OF A MULCHER ATTACHMENT ON TREES WITHIN THE CHANNEL OR ON THE BANKS IS NOT ALLOWED.
11. PROTECT ALL TILE AND CULVERT OUTLETS WHEN FELLING TREES. OUTLETS DAMAGED DURING THE WORK SHALL BE REPLACED BY THE CONTRACTOR AT NO COST TO THE DISTRICT, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
12. MAINTAIN DRAINAGE OF THE EXISTING DRAIN, DRAINAGE WAYS, AND TRIBUTARY FACILITIES AT ALL TIMES
13. NO FILL OF ANY KIND SHALL BE PLACED IN WETLAND AREAS SHOWN ON "NO FILL AREA" MAPS.
14. SEEDING & FERTILIZING:

14.1. ALL NON-CROPPED AREAS WITH SOIL DISTURBANCE SHALL BE SEEDED & FERTILIZED AS FOLLOWS.

14.2. SEED MIXTURE:

PERENNIAL RYEGRASS @ 50 LBS/ACRE

OATS @ 50 LBS/ACRE

BROME GRASS @ 37 LBS/ACRE

14.3. FERTILIZER: 250 LBS/ACRE OF 13-13-13 OR EQUIVALENT

14.4. SEEDING WINDOW: MARCH 1 - JUNE 30 AND AUGUST 10 - SEPTEMBER 30. SEED AFTER WORK IS COMPLETED IN THE DISTURBED AREA, AND EQUIPMENT WILL NO LONGER BE NEEDED.

14.5. SEEDBED PREP: TILLAGE AS NEEDED TO CONTROL WEEDS, BREAK UP COMPACTION, AND DISTURB THE SOIL.

14.6. THERE IS NO VEGETATION ESTABLISHMENT REQUIREMENT

ESTIMATE REFERENCE:

1. TREE CLEARING

QUANTITY OF TREE CLEARING IS BASED ON A TREE COUNT COMPLETED IN 2015 OF ALL TREES WITHIN THE DITCH RIGHT-OF-WAY (75 FEET ON EACH SIDE OF THE CENTERLINE OF THE DITCH). GRUBBING UNITS REMOVED FROM TOTAL. TEN PERCENT (10%) ADDED TO THE TREE CLEARING UNITS TO ACCOUNT FOR TREE GROWTH SINCE 2015, AND SOME INCIDENTAL GRUBBING ANTICIPATED IN THE LANE CLEARED FOR ACCESS.

TREE CLEARING INCLUDES CLEARING OF ALL TREES WITHIN THE DITCH CHANNEL, INCLUDING DOWNED TIMBER, TREES OUTSIDE THE BANKS OF THE DITCH MARKED FOR REMOVAL BY PAINT AND/OR RIBBON, AND ANY OTHER TREE WITHIN THE DITCH RIGHT-OF-WAY THAT IS NECESSARY TO CLEAR AN ACCESS LANE IN ORDER TO COMPLETE THE WORK. ALSO INCLUDES GRUBBING AS NEEDED, AND KILLING SAWN STUMPS WITH HERBICIDE APPROVED FOR USE NEAR WATER (IE. RODEO OR SIMILAR).

REMOVAL OF ANY TREES OUTSIDE THE RIGHT-OF-WAY THAT ARE MARKED ARE INCLUDED IN THE BID QUANTITY. REMOVAL OF TREES OUTSIDE THE RIGHT-OF-WAY NOT MARKED THAT ARE NECESSARY FOR ACCESS OR OTHERWISE NEEDED TO COMPLETE THE WORK ARE INCIDENTAL.

ALSO INCLUDES ANY NECESSARY DIRT WORK, GRADING, LEVELING, OR BRUSH CLEARING NECESSARY IN ORDER TO CREATE AN ACCESS LANE ALONG THE DITCH, AND TO FILL ANY HOLES CREATED BY STUMP GRUBBING. IN REACHES WHERE THERE ARE NO TREES TO BE REMOVED GRADING AN ACCESS LANE IS NOT REQUIRED.

DOES NOT INCLUDE CONSTRUCTION OF A LANE ACROSS GULLY'S/RAVINES AT LOCATIONS WHERE SURFACE WATER RUNS OVER THE BANK INTO THE DITCH, WHICH IS NOT REQUIRED. INCLUDES CLEANUP AND DISPOSAL OF ALL DEBRIS. IF BURNED AND/OR BURIED, INCLUDES REMOVAL,STOCKPILE, AND REPLACEMENT OF TOPSOIL AT BURIAL SITES. TRANSPORT OF THE TREES TO FINAL DISPOSAL SITE IS INCIDENTAL.

A VISIT TO THE SITE IS RECOMMENDED PRIOR TO BIDDING. TIMBER EXTENDS OUT FROM THE DITCH OVER 100 FEET IN SOME REACHES. A MAJORITY OF THE DITCH HAS A LARGE UNLEVELED SPOIL PILE.
2. ACCESS LANES

ACCESS LANES ARE TO BE CONSTRUCTED AT LOCATIONS INDICATED ON SITE MAP, ON THE WEST SIDE OF 300TH AVE. LUMP SUM BID PRICE INCLUDES FILL MATERIAL, HAULING, DUMPING, SHAPING, PACKING, AND ALL OTHER WORK NECESSARY TO CONSTRUCT THE PERMANENT ACCESS LANES TO A MINIMUM TOP WIDTH OF 24 FEET. MUST MEET CLAY COUNTY DRIVEWAY & ENTRANCE PERMIT REQUIREMENTS (PERMITS TO BE ACQUIRED BY THE ENGINEER). INCLUDES 3" OF AGGREGATE SURFACING. CULVERT UNDER ACCESS LANES TO BE PAID FOR SEPARATELY.
3. SEEDING & FERTILIZING

SEEDING AND FERTILIZING SHALL BE PAID ON A LUMP SUM BASIS, WITH PARTIAL PAYMENT ALLOWED AS WORK PROGRESSES. WE ESTIMATE THAT 30 ACRES OR LESS OF SEEDING & FERTILIZING WILL BE REQUIRED AS PART OF THE PROJECT. THERE WILL BE NO ADJUSTMENTS IN THE BID PRICE FOR SEEDING IN EXCESS OF 30 ACRES, AND NO MEASUREMENT OF SEEDING AREA WILL BE MADE.

2015 TREE COUNT WITHIN 150 FT WIDE DITCH ROW

Site #	Landowner	Bank	Location Description	S-T-R	Clearing Units Inside ROW
1	Jacques Farms, LLC	Both	From outlet of Trumbull to County Rd N14	27-97-35	2,685
2	Swan, Robert & Lynn Hunter	Right	From N14 downstream 4,000 ft	28-97-35	0
3	Crouse Family Trust	Left	From N14 downstream 2,700 ft	28-97-35	88
4	Wyatt, Jean & David Farms	Left	From Crouse property line to 320th St	28-97-35	154
5	Metcalf, John	Right	From Swan property line to 320th St	28-97-35	26
6	Metcalf, John	Both	From 320th St to 300th Ave crossing	33-97-35	0
7	Kendall, Loretta Trust	Left	From 300th Ave about 3,150 ft west	32-97-35	6,542
8	Derner, Kathleen	Right	From about 600 ft west of 300th Ave about 2,500 ft west	32-97-35	2,579
9	Melanie's LLC	Both	from Kendall & Derner property line west to 290th Ave	32-97-35	2,051
10	Hanson, Lanny & Nancy	Both	From 290th Ave to south parcel line (~1,700 ft)	31-97-35	3,118
11	Hanson, Lanny & Nancy	Left	From end of site 10 about 1,850 ft downstream	31-97-35	232
12	BWT Holdings, LLP	Right	From end of site 10 to south line of S31 (~3,500 ft)	31-97-35	4,571
13	Groenewold, Sherry	Left	From end of site 11 to south line of S31	31-97-35	1,749
14	Toland	Both	From south line of S31 south about 3/4 mile	6-96-35	10,082
15	Sorenson, Jon & Linda, Baum Diane	Both	From site 14 south to 340th St (about 1/4 mile)	6-96-35	2,068
16	Sorenson, Jon & Linda, Baum Diane	Both	From 340th St south about 2,300 ft	7-96-35	2,609
17	Loudermilk, Jennifer	Both/Right	Both sides From site 16 downstream 500 ft, then right bank for another 500 ft	7-96-35	844
18	Galbraith, Lynn L	Left	left bank opposite 500 feet from site 17	7-96-35	114
19	Chambers, Colleen	Both	From site 17/18 downstream to south line of S7	7-96-35	2,436
20	Jo's Family Farms, LLC	Both	Meander in NE NE 1/4 of section 18	18-96-35	0
				Total	41,948
				Plus 10%	46,143

JW

JACOBSON - WESTERGARD & ASSOCIATES, INC.

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Web Site: www.jacobson-westergard.com

LAND SURVEYING

REVISIONS

BY

DATE

DRAINAGE DISTRICT No. 37

TREE CLEARING

CLAY COUNTY, IOWA

NOTES & TABLES

FOR BID ALTERNATE

Date 8/8/22

Designer CJK

Draftsman CJK

Checker CJK

Project Number

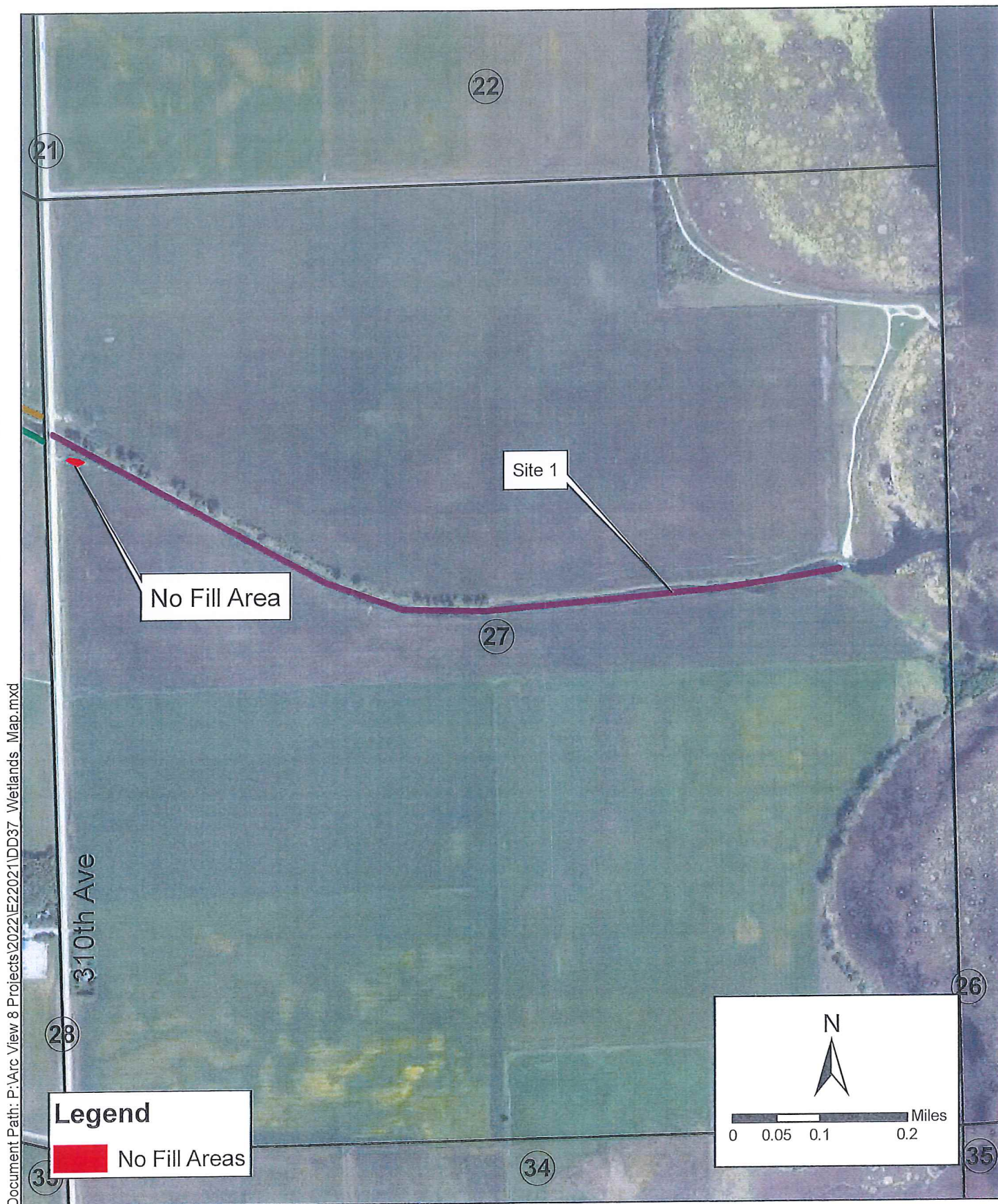
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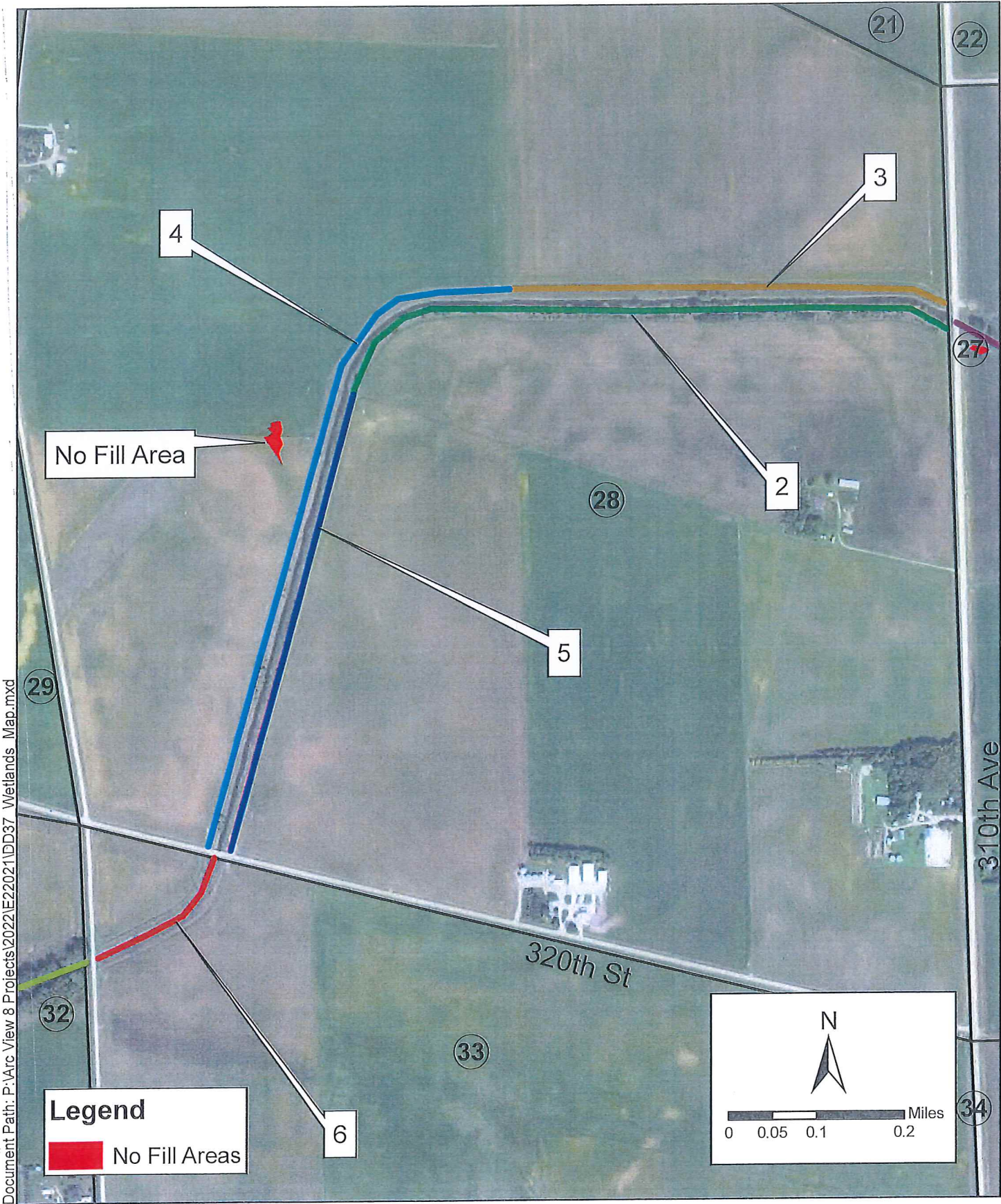
Drainage District No. 37  
No Fill Areas - Map 1  
Clay County, Iowa





Drainage District No. 37  
No Fill Areas - Map 2

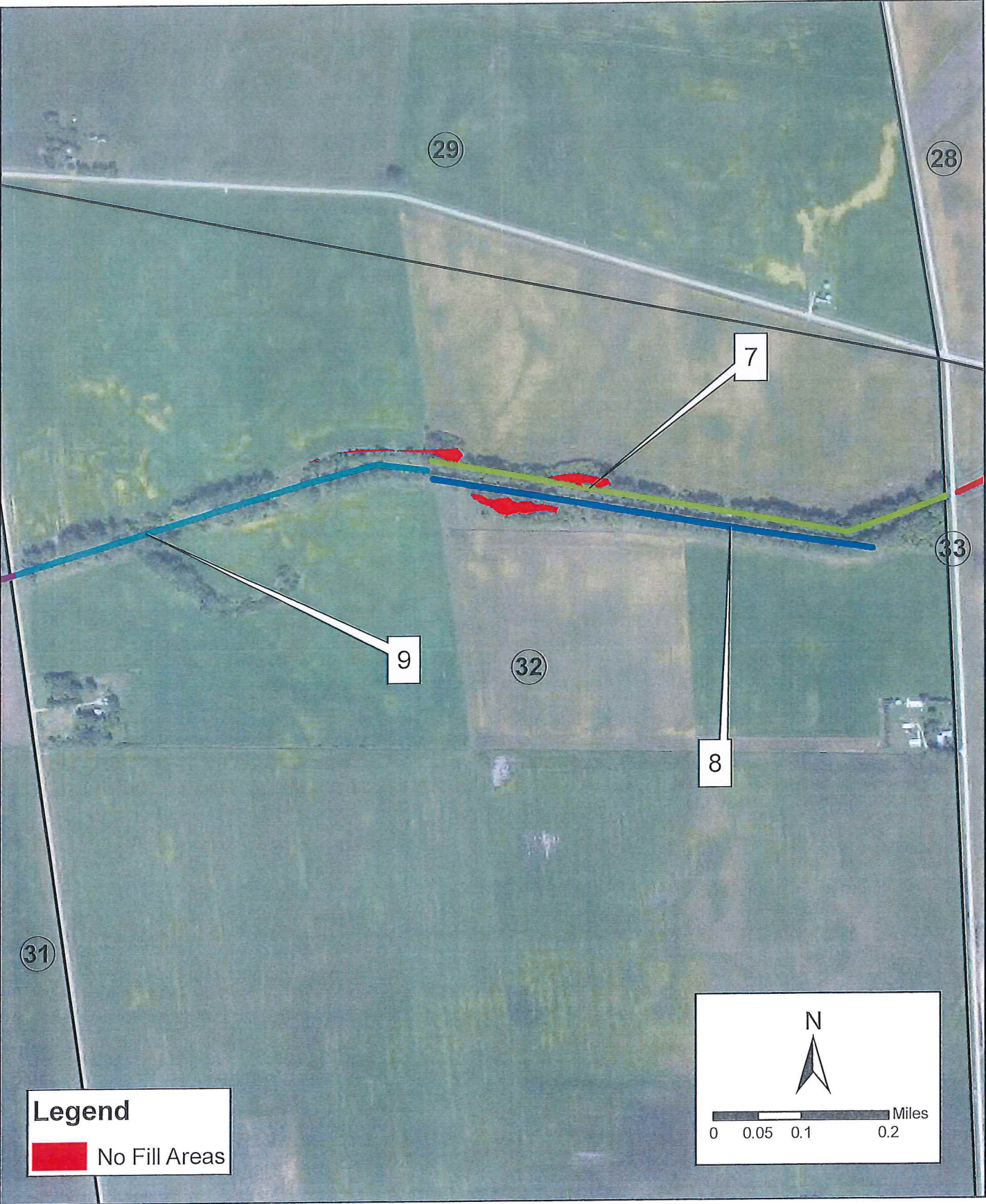
Clay County, Iowa





Drainage District No. 37  
No Fill Areas - Map 3  
Clay County, Iowa

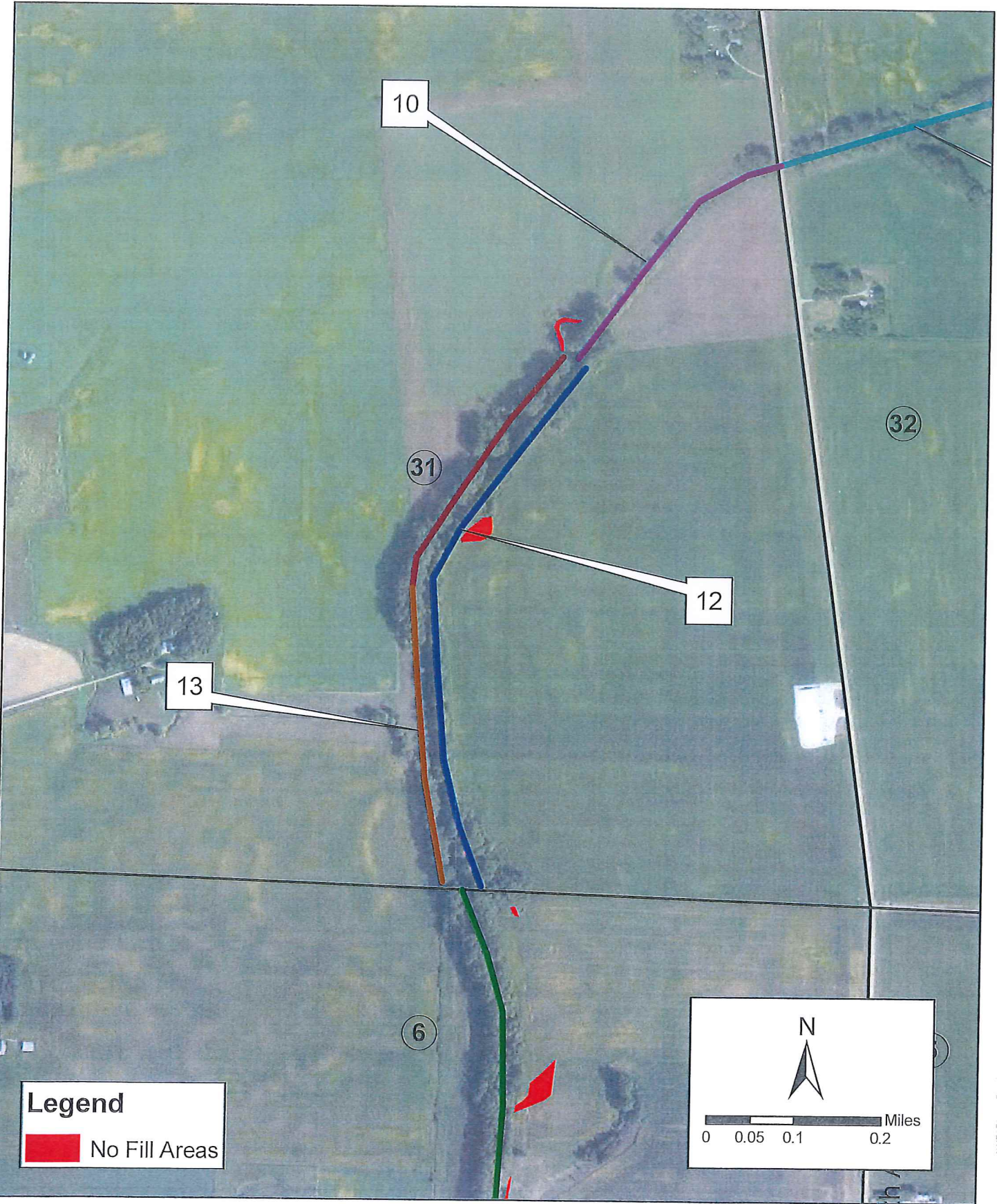
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Drainage District No. 37  
No Fill Areas - Map4  
Clay County, Iowa

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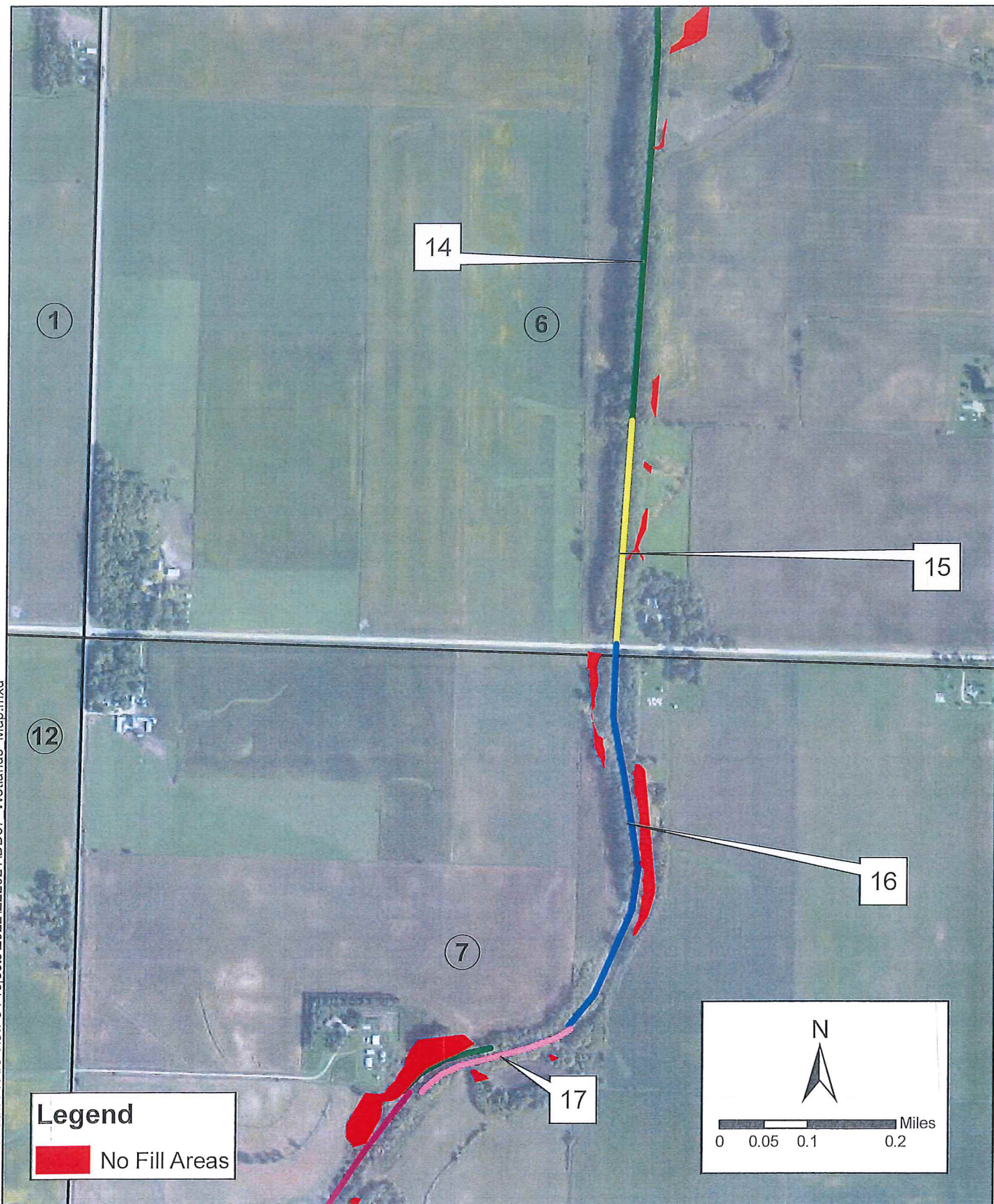




# Drainage District No. 37 No Fill Areas - Map 5

Clay County, Iowa

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# Drainage District No. 37 No Fill Areas - Map 6

Clay County, Iowa

